

Fort Stewart / Hunter Army Airfield

Nonappropriated

Funds and AFGE Local 1922

Collective Bargaining Agreement

*United to support our Soldiers Family Members Retirees and Civilian*

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## PREAMBLE

Section 1. The policies and procedures contained herein represent an approach by the parties for a modern, flexible Nonappropriated Fund (NAF) personnel system. It is the intent of the parties hereto that this document portray a system which is reflective of NAF business needs melded with the legitimate work interest of NAF employees. The concepts and policies contained herein reflect the parties bilateral intent to ensure an efficient, effective system which meets the needs of all concerned.

Section 2. An objective of this agreement is to help ensure the recruitment and retention of high quality employees at a cost which is commensurate with effective competition in the labor market. Reflected in this document is the realization that many duties and responsibilities heretofore exercised at the staff management level are more properly performed at the line management operating level, with concomitant accountability residing at that level.

Section 3. A conscious effort has been made by the parties to ensure management has an enhanced ability and flexibility to manage under a modernized system while not sacrificing or eroding employee or Union rights.

Section 4. The parties hereby agree that Anny Regulation (AR) 215-3 (and subsequently issued updates) is the basic regulation governing the NAF personnel system. This labor-management agreement is intended to be interpreted in conjunction with that regulation, except that where a clear conflict exists between this agreement and the regulation, the terms of this agreement will prevail; however, where those regulatory provisions implement a non-discretionary provision of applicable law, appropriate court decision, etc., that regulatory provision (AR 215-3) will prevail. The provisions of AR 215-3 will govern to the extent those provisions are not modified by this agreement.

## ARTICLE 1

### PARTIES TO THE AGREEMENT

Section 1. This Agreement is made and entered into between the NAF, Headquarters, 3<sup>rd</sup> Infantry Division (Mechanized), Fort Stewart (to include Hunter Army Airfield), Georgia, herein after referred to as "the Employer" or "Management" and the American Federation of Government Employees (AFGE), Local 1922, hereinafter referred to as "the Union".

Section 2. This complete document constitutes a collective bargaining Agreement between the parties hereto.

Section 3. The Deputy Garrison Commander (DGC), or his designee, is the principal point of contact on labor-management relations matters. It is understood that the DGC or his designee is authorized to act for the Command in the administration of this Agreement. The Union President reserves the right to designate a representative to act on behalf of the Union in matters relating to the administration of this negotiated Agreement (Management also reserves the right to designate a representative on the same basis.).

## ARTICLE 2

### GENERAL PURPOSE

Section 1. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the NAF service and the well-being of employees within the meaning of 5 USC 71, to establish a basic understanding relative to personnel policy, practices and procedures, and matters affecting other conditions of employment and to provide means for amicable discussion and adjustment of matters of mutual interest at the United States Army, Fort Stewart/Hunter Army Airfield, Georgia.

Section 2. Employees will observe and comply with provisions of pertinent regulations.

Section 3. The public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government. Therefore, labor organizations and collective bargaining in the civil service are in the public interest.

Section 4. It is the purpose of this Agreement to prescribe certain rights and obligations of NAF bargaining unit employees of the Government and to establish procedures which are designed to meet the special requirements and needs of the Government. The provisions of this Agreement should be interpreted in a manner consistent with the requirement of an effective and efficient Government.

## ARTICLE 3

### DEFINITIONS

Section 1. Bargaining Unit - That group of individual employees occupying NAF positions at Fort Stewart and Hunter Army Airfield represented by the Union as stated in the original grant of exclusive recognition dated 23 February 1978, and subsequently amended. This unit description

excludes all those employees occupying positions which are excluded by 5 United States Code (USC) 7112.

Section 2. Consult - This term has meaning as defined in Article 10, Section 3b. of this document.

Section 3. Supervisor - Any individual, as defined in 5 USC §7103, who has the authority to hire, direct, assign, promote, reward, 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.

Section 4. Union - The term refers to Local 1922 of the AFGE, which is affiliated with the American Federation of Labor-Congress of Industrial Organizations.

Section 5. Steward - A duly authorized representative of the Union for the purpose of providing a vehicle for employees to utilize in their presentation of matters to appropriate officials.

Section 6. Days - Days when used in this agreement mean calendar days unless otherwise specified.

Section 7. 5 USC 71 - This term refers to the Federal Service Labor Management and Employee Relations Act, now codified at Chapter 71 of Title 5, USC.

Section 8. Union Officials - Elected officers of the Union in the positions of President; Executive Vice President; Vice President, Fort Stewart; Vice President, Hunter Army Airfield; Secretary-Treasurer; and Chief Stewards.

Section 9. Negotiate - This term has meaning as defined in Article 10, Section 3a.

Section 10. FLRA - This term refers to the United States Federal Labor Relations Authority.

## ARTICLE 4

### RECOGNITION AND UNIT DETERMINATION

Section 1. The Employer recognizes the Union as the exclusive bargaining representative for all employees of the unit as described in Section 2 of this article.

Section 2. The Unit shall consist of all current and future eligible Department of Army (DA) NAF civilian employees as outlined below:

Included: All nonsupervisory, NAF employees employed at Fort Stewart and Hunter Army Airfield (as described in the bargaining unit certification).

Excluded: Professional employees, management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, supervisors, confidential employees and those other employees described in 5 USC 7112 and who are not included in the bargaining unit certification.

Section 3. Any supervisory employee who serves as a Union representative and/or participates in the management of the Union, shall relinquish either his/her Union office or his/her supervisory position.

Section 4. The Union recognized the responsibilities of representing the interest of all unit employees with respect to grievances, personnel policies, practices and procedures, and other matters affecting general working conditions of bargaining unit employees.

Section 5. Individual determinations regarding the appropriateness of positions as being either within or outside of the bargaining unit, where contested, may be resolved through FLRA regulations and procedures.

## ARTICLE 5

### MANAGEMENT RIGHTS

Section 1. Subject to Section 2 of this Article and 5 USC 7106, nothing in this negotiated Agreement shall affect the authority of any Management official:

- 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, lay off, and retain employees of the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against agency employees;
  - (2) To assign, work, to make determinations with respect to contracting-out, and to determine the personnel by which agency operations shall be conducted;
  - (3) With respect to filling positions, to make selections for appointments from:
    - a. Among properly ranked and certified candidates for promotion; or
    - b. Any other appropriate source; and
    - c. To take whatever action may be necessary to carry out the agency mission during emergencies;

Section 2. Nothing in this negotiated agreement shall preclude the Employer and the Union from negotiating:

- a. At the election of the Employer, on the number, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
- b. Procedures which management officials will- observe in exercising any authority under this Article and 5 USC 7106; or
- c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this Article and 5 USC 7106 by such management officials.

## ARTICLE 6

### EMPLOYEE RIGHTS

#### Section 1. General:

Each employee has the right, freely and without fear of penalty or reprisal, to form, join, or assist the Union or to refrain from any such activity. Employees shall be protected in the exercise of this right.

#### Section 2. Employee Right to Participate:

Except as otherwise provided in this Agreement, 5 USC 71, and applicable third party decisions, an employee (as defined in 5 USC 7103) has the right to assist the Union which extends to participation in the management of the Union and acting for the Union in the capacity of a Union representative, including presentation of views to officials of the Executive Branch, the Congress, or other appropriate authority outside of the agency.

#### Section 3. Employee Concerns:

Each employee shall have the right to bring matters of personal concern to the attention of appropriate officials of Management and/or the Union. Both Management and the Union agree that every effort will be made to settle complaints or potential complaints at the lowest possible level.

#### Section 4. Employee Membership:

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

#### Section 5. No Discrimination:

Management and the Union shall not discriminate against any bargaining unit employee because of age, sex, race, religion, color, national origin, disability, genetic information or veteran status.

#### Section 6. Unit Employee Right to Representation:

- a. Each unit employee shall be given the opportunity to be represented by the Union at an examination of the employee conducted by a representative of Management in connection with an investigation if:
  - (1) The employee reasonably believes that the examination may result in disciplinary action against the employee; and
  - (2) The employee requests representation.
- b. Management shall annually inform employees of their rights under this Section of this Article.

Section 7. If, during the examination referenced in Section 6 above by an authorized representative of the Agency, the unit employee reasonably believes the meeting may result in disciplinary action, the employee may request that a Union representative be present. If such a

request is made and not subsequently waived by the unit employee, in writing, the Agency representative shall suspend the meeting. The unit employee shall immediately inform the Union. If the Union then fails to provide a Union representative (within 24 hours), the examination may continue without the representative. This section is intended to be read in conjunction with Section 4, Article 15, and Disciplinary/Adverse Actions.

Section 8. At any meeting described in Sections 6 and 7 above, in which attendance, participation, or representation by an official of the Union takes place, that official shall continue on official time subject to the provisions in Article 11 (Union Representation/Official Time) of this Agreement.

Section 9. Right to Petition Congress:

The right of employees, individually or collectively, to petition Congress, or a member of Congress, or to furnish information to either House of Congress or to a committee or member thereof, may not be interfered with or denied. However, it is understood that such activities will take place during non-duty hours.

Section 10. Right to Timely Compensation:

"Management" will endeavor to assure that employees receive their proper checks at the proper time in the proper amounts.

## ARTICLE 7

### EMPLOYEE-MANAGEMENT COMMUNICATIONS

Section 1. Subjects pertaining to the NAF bargaining unit will be included as needed in Employer-Union meetings. These Employer-Union meetings are held for the purpose of exchanging information and discussing topics of general interest to the parties.

Section 2. Meetings will be held as often as deemed to be appropriate as determined by mutual agreement of the parties.

Section 3. Union-Management meetings should not deal with individual employee personal problems. Employer-Union meetings are designated to accomplish such matters as:

- a. Provide Union an opportunity to express its views on matters of concern to employees represented, other than individual employee personal problems.
- b. Identify problems in their embryonic stage.
- c. Provide Management an opportunity to share with the Union the matters which will affect the work force.

Section 4. The Union President and DOC (designee) will exchange proposed agenda items with background information not later than five (5) work days prior to the scheduled date of the meeting, when requested by one of the parties at least ten (10) days in advance of a scheduled meeting.

Section 5. Attendance at these meetings will be limited to two (2) NAF bargaining unit representatives, unless otherwise mutually agreed upon by the parties to this Agreement. These

representatives will, if otherwise in a scheduled pay status, be allowed official duty time without loss of pay or charge to leave does not exceed the limitations for such representational duties contained in Article 11, Union Representation/Official Time. No overtime pay or compensatory time off will be authorized for performance of these representational duties.

## ARTICLE 8

### MATTERS SUBJECT TO CONSULTATION AND/OR NEGOTIATION

Section 1. It is agreed and understood that matters appropriate for consultations and/or negotiations between the parties are policies and programs relating to all 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 grievances, arbitration, leave, promotion plans, demotion practices, pay practices, and hours of work, consistent with 5 USC 71.

Section 2. It is further recognized that this agreement is not an all-inclusive document and the fact that certain conditions are reduced to writing does not alleviate the responsibility of either party to meet with the other to discuss, consult, or negotiate on pertinent matters not originally covered by the agreement.

Section 3. It is agreed and understood that, consistent with Article 10 of this Agreement and governing laws, rules, regulations, and case law decisions of the FLRA, the Employer will give the Union ten (10) calendar days to request to consult or negotiate before effecting changes to existing conditions of employment, practices affecting working conditions, and understandings which have been mutually acceptable to the Employer and Union but which are not specifically covered by this Agreement.

## ARTICLE 9

### UNION OBLIGATIONS

Section 1. The Union shall have the right and the responsibility to present its views to the Employer, either orally or in writing in any matter of concern which is appropriate for consultation or negotiations and to have such views considered in the implementation of personnel policies, practices, and matters affecting conditions of employment.

Section 2. The Union has the right and responsibility to represent the interests of all employees in the unit without discrimination and without regard to Union membership. The Union shall be given the opportunity to be represented at any formal discussions between one or more representatives of the agency and one or more employees of the unit or his/her/their representative concerning any grievance or any personnel policy or practices or other general condition of employment or (b) any examination of any employee in the unit by a representative of the agency in connection with an investigation if (1) the employees reasonably believes that the examination may result in disciplinary action against the employee; and (2) the employee requests representation.

Section 3. The Employer agrees to furnish the Union with the most current automated list of bargaining unit employees once each calendar year upon request of the Union. The list will contain the name and pay category (e.g., NS, NA, NL, etc.) of the employees.

Section 4. Consistent with applicable laws, regulations, and policies, nothing in this Agreement shall be construed as abrogating the Union's right to communicate with its membership, the public, public officials, or other parties; nor to oppose actions the Union believes to be contrary to the interest of the

employees it represents.

Section 5. The Union agrees that it shall not call or engage in a strike, work stoppage or slowdown, or picketing of the Employer in a labor-management dispute if such picketing interferes with the Employer's operations; however, the right to purely informational picketing, with no interference to the Employer's operations, shall not be abrogated by the Employer. Any such picketing will take place outside the installation.

Section 6. The Union shall obtain prior permission from the DGC or designee for National Office representatives of the Union who are not employees of the activity to enter the Post for the purpose of holding organizational meetings, soliciting membership, and conferring with employees serving as Union representatives, subject to security regulations.

Section 7. The Union shall give active support to the Employer in its efforts to eliminate waste, conserve materials and supplies, improve the quality of workmanship, and to combat tardiness, absenteeism, carelessness, and other similar practices which restrict production and hamper efficiency, and to encourage the submission of ideas for cost reduction, etc.

Section 8. The Union shall encourage employees to (1) actively participate in and promote programs designed to improve work methods and conditions, (2) conscientiously perform assigned duties, operate and strive to maintain good working relations with their supervisors and fellow employees.

Section 9. The Union shall not conduct internal Union business, such as soliciting membership, collecting dues, campaigning for Union office, holding Union meetings, etc., during the official duty hours of employees involved.

Section 10. The Union agrees to make equitable use of its stewards to the degree practicable within the activities to which the stewards are assigned. Stewards normally will represent unit employees within the activity to which the steward is assigned.

Section 11. It is understood that a steward performs regular assigned duties and although these duties are his/her primary concern; official time will be granted to allow the steward to perform appropriate duties as a Union representative in accordance with Article 11. It is also understood that participation in labor organizations safeguard the public interest and contributes to efficiency.

Section 12. The steward will have a working understanding of the Agreement and be able to explain its provisions to the employees he/she represents.

Section 13. The Union recognizes that in accordance with applicable regulations, it may not represent employees who are supervisory personnel or otherwise not in the bargaining unit nor does this Agreement apply to these employees. The Employer will not designate a representative for an employee nor will the Employer require any employee or individual to serve as a representative of another employee.

Section 14. The Union agrees not to discriminate or refrain from representing any employee in the bargaining unit because of his/her failure to become or remain a member of AFGE, Local 1922.

Section 15. The Union and the Employer jointly recognize the importance of cooperating in coping with reduced energy supplies through conservation of fuels, electricity, water, and all other forms of energy. The Union recognizes the Employer's right to take reasonable measures to conserve energy. The Union is obligated to support the concept of energy conservation.

Section 16. Officers and stewards of Local 1922 will periodically advise members of the bargaining unit on the importance of conserving energy in such areas as gas, lights, heaters, vehicles (both Government-owned and privately owned vehicle (POV)) and other work areas. This will include appropriate announcements and notifications periodically at scheduled Union meetings. Employees will jointly cooperate with Employer and Union to conserve energy through conservation measures.

Section 17. The Union officers may furnish articles supporting the subject identified in Sections 15 and 16 of this article for considerations for publication.

## ARTICLE 10

### THE DUTY TO BARGAIN

Section 1. The Employer and the Union shall meet at reasonable times and confer in good faith with respect to personnel policies and practices and matters affecting conditions of employment so far as may be appropriate under applicable laws and regulations, published agency policies and regulations for which the FLRA has determined that no compelling need exists which are issued at the agency headquarters level or at the level of a primary nation subdivision; and 5 USC 7117.

Section 2. At the request of the Union, the Employer and the Union agree to negotiate with respect to Management-initiated mid-contract changes in established personnel policies and practices and matters affecting conditions of employment before implementation of such changes and when applying new written directives which contain matters which are appropriate for negotiations.

Section 3. The parties agree that the following definitions of terms will govern dealings between the parties and will be the mutually agreed upon definitions where they appear in this Agreement.

Section 3a. NEGOTIATION - Good-faith bargaining by designated representatives of the parties, with the objective of arriving at a formal decision or agreement on matters pertaining to conditions of employment.

Section 3b. CONSULTATION - Meaningful discussions and/or written communications between representatives of the parties for the purpose of reviewing a management plan or proposal on matters pertaining to conditions of employment, with the opportunity to make suggestions prior to the Employer's final decision, and with no obligations to arrive at a mutually acceptable decision.

Section 4. It is agreed that the following procedures are applicable concerning changes to provisions in this Agreement and concerning personnel policies, practices, and working conditions affecting member of the bargaining unit when such changes result from new regulations or other directives of appropriate authority.

Section 4a. The Employer will provide notification to the Union ten (10) calendar days prior to the proposed changes or implementations. The ten (10) day time frame will commence on the first full calendar day following the date on which the Union is otherwise appropriately notified. Appropriate notification includes, but is not limited to, email, telephonic, personal mail delivery, etc.

Section 4b. The Union will, within ten (10) calendar days, inform the Employer in writing of the Union's views on the proposed change or implementation and/or indicate the Union's intent to consult or negotiate concerning the proposed change or implementation. Failure of the Union to respond in writing within ten (10) calendar days or request in writing an extension of consideration time during that period will be considered acceptance of the proposed change or implementation.

Such extension of consideration time will not normally exceed five (5) calendar days unless otherwise mutually agreed upon. Upon receipt by the Union official accepting the communication, the Union official will normally provide to the Employer written acknowledgment of receipt of the communication provided to the Union under this article.

Section 4c. The parties agree that if the Union fails to exercise the option to consult or negotiate, or does not respond as provided in Section 4b above, negotiations are waived on that specific change or implementation. This waiver shall be for the life of this agreement unless the parties subsequently mutually agree to negotiate the issue as provided in Section 3 of this article.

Section 5. The parties acknowledge that during the negotiations that resulted in this Agreement the Union had the right and opportunity to make demands and proposals with respect to personnel policies, practices, and general working conditions affecting members of the bargaining unit. The Union agrees that the Employer may make changes to such personnel policies, practices, and general working conditions provided such changes are not inconsistent with the terms of this Agreement and the Union is consulted as provided in Section 36 of this article.

Section 6. Amendments to this Agreement may be required due to changes in applicable law, Executive Order, regulations, or policies of appropriate authority. In such an event if the parties elect to meet, the parties normally will meet within thirty (30) days after receipt of implementing instructions for such changes for the purpose of negotiating new language to satisfy mandatory requirements.

Section 7. Negotiations may be open for amendment(s) of title agreement by mutual consent of both parties at any time. Request for such amendment(s) by either party must be written and must contain a complete text of the amendment(s) proposed. The parties will meet thirty (30) days after receipt of such notice to discuss the matter(s) involved.

Section 8. If ground rules for negotiations become necessary, the following procedures will be used, unless the parties mutually agree otherwise:

Section 8a. Time of Negotiations: negotiations will be conducted during the regular day shift hours (anytime between the hours of 8:00 am and 5:00 pm).

Section 8b. Frequency: at least 3 days a week.

Section 8c. Duration: up to 30 days or 6 weeks, whichever occurs first.

Section 8d. If agreement is not reached during the time period set forth in Section 8c above, then the parties will comply with the impasse procedures set forth in Section 9 below.

Section 9. Negotiations disputes and impasses will be resolved in accordance with 5 USC 7119. When negotiation impasses occur despite an earnest effort to resolve the matter, either party, or both parties jointly may request the services of the Federal Mediation and Conciliation Service (FMCS). If services of the Mediator fail to resolve the matter, either party, or both parties jointly, may present its position to the Federal Services Impasses Panel (FSIP) as set forth 5 USC 7119 to consider. This article does not preclude efforts by parties to resolve the impasse.

Section 10. Prior to implementing any survey, Management will first fulfill its obligation to consult or negotiate, as appropriate, in accordance with the terms of Federal law (5 USC 71) and provisions of this Agreement which are applicable under the circumstances.

Section 11. Should the implications of any such survey indicate that a change in working conditions of bargaining unit employees is warranted, no such change shall be implemented without Management first fulfilling its obligations under applicable laws, rules, or regulations.

## ARTICLE 11

### UNION REPRESENTATION/OFFICIAL TIME

Section 1. The Union may designate a maximum of 3 stewards.

Section 2. The Union shall supply the Employer in writing and shall maintain with the Employer on a current basis a complete list of Union officers, stewards, and alternate stewards together with organizational areas and locations where each has been assigned responsibility for representation.

Section 3. The Union will verify to the Employer at least quarterly that this list of Union officers and stewards is current and/or update the list. Only such designated employee's will be eligible for official time. The Employer agrees to recognize the officers, duly designated representatives, and stewards of the Union.

Section 4. Representational duties will be confined to the steward's assigned directorate. Exceptions to this may be made where there is a personal conflict of interest. In such cases, the Union President, or his/her designee, would assume the representational duties.

Section 5. Time during work hours granted to elected Union officers and stewards not charged to leave or without loss of pay will be designated as official time (i.e., excused absences). The amount of official time will be limited to 2 hours per steward per week for each of the three (3) stewards totaling a maximum of six (6) hours per week. The Union President has the discretion to re-allocate official time from one steward to another for a maximum of five (5) hours in a work week, subject to workload considerations. Official time will not be carried over.

Section 6. Activities for which properly designated Union representatives may appropriately use official time (i.e., excused absence) during duty hours without charge to leave or loss of pay include but are not specifically limited to the following:

Section 6a. Stewards:

Section 6a (1). Prepare and present employee grievances filed under the negotiated grievance procedure to Management in accordance with the procedural steps.

Section 6a (2). Attend formal and investigatory meetings between Management officials and employees within the steward's representational area when such meetings are called by Management.

Section 6a (3). Participate in arbitration hearings in either a representational capacity or as a witness subject to the provisions of the Arbitration Article.

Section 6a (4). Consult with Management officials within the steward's assigned area of responsibility over grievances, personnel policies or practices, or matters affecting working conditions of unit employees in the assigned area. Stewards at Fort Stewart will not participate as a representative in grievances at Hunter Army Airfield and vice versa.

Section 6a (5). Participate in periodic DGC/Union meetings. (Limited to the Union President or his/her

designee and one other officer/steward.) In cases where Management has three (3) or more present, the Union will be allowed to have the same number of representatives at the meeting.

Section 6b. Union Officers:

Section 6b (1). Consult with Management either at Management's request or upon request of the Union on appropriate matters which would affect unit employees.

Section 6b (2). Attend formal meetings between Management officials and employees from throughout the bargaining unit when such meetings are called by Management.

Section 6b (3). Prepare and present Union grievances or Unfair Labor Practices (ULP) to Management.

Section 6b (4). Prepare responses to Management grievances.

Section 6b (5). Participate in arbitration and Equal Employment Opportunity hearings in either a representational capacity or as a witness subject to the provisions of applicable laws, rules, regulations, this contract, and decision of the administrative judge/arbitrator.

Section 7. Normally, official time for such purposes shall be granted only to regularly scheduled employees working no less than thirty (30) hours per week, as averaged for the past 12 months. However, exceptions may be made on a case by case basis as mutually agreed upon by both parties.

Section 8. It is not intended that official time will be granted to any one steward for repeated service as a Union representative when such repeated service would unduly interfere with the performance of regular duties.

Section 9. Use of official time for activities not authorized by this Agreement or failure to adequately describe the time used may result in the retroactive denial of use of official time.

Section 10. It is agreed that there will be only one representative on official time at the first step of a grievance or complaint. Further, official time will not be permitted for employees who are already in a leave status (e.g., annual leave, sick leave, leave without pay (LWOP)); are working overtime unless health or safety are involved; or perform representational duties outside the bargaining unit in which they are employed.

Section 11. Certain Union activities are not considered to be of benefit to the Employer and will be conducted only during the employee's own time and not during duty time or in work areas. These activities include, but are not limited: solicitation of membership; dues collection; campaigning for a Union office, distribution and posting of literature; and representational duties outside the bargaining unite described in this Agreement.

Section 12. Should it become necessary for a Union steward to leave his/her work area, he/she shall request permission from his/her supervisor and the supervisor of the section he/she intends to visit as much in advance as possible. The steward will report to his/her supervisor upon his/her return to his/her work station. Such visits will be conducted as close as practicable to the aggrieved employee's work site.

Section 13. Prior to entering a work area which is under the authority of another supervisor, the Union representative will make arrangements with that supervisor to contact the employee.

However, if the supervisor cannot release the employee at that time, the supervisor will advise the steward of a time when the employee will be available. Where delays in presenting grievances are caused by the supervisor's inability to release an employee, additional time for such purpose will be granted. An employee desiring to leave his/her job to secure the advice and assistance of the steward assigned to represent the area will obtain his/her supervisor's permission before doing so. Union officers, stewards, and each employee contacted will report to their supervisors upon their return to work.

Section 14. An employee desiring to confer with the steward assigned to the area will obtain oral permission from the steward's supervisor before interrupting the steward's work.

Section 15. Each Union officer and steward shall report to work at his/her regular work site at the beginning of his/her respective shifts, unless otherwise agreed to by a higher level supervisor. Each Union officer and steward shall enter and remain in his/her work area only on his/her respective shifts unless otherwise agreed to by a higher level supervisor.

Section 16. Union representatives will not be on official time for conferences with Management held outside their regularly scheduled working hours.

Section 17. In order to account for the total hours and usages spent by Union officers and stewards on approved representational activities, the following procedures will be followed: Union Officers and Stewards will submit an Office of Personnel Management (OPM) Form 71 and annotate the proper date, time, and total hours in the "Other Paid Absence" section. In the "Remarks" section, Union Officers and Stewards will annotate the reason for the use of official time by citing to a specific activity authorized in Article 11, Section 6, of this agreement.

Section 18. Union officers and stewards shall sign the OPM Form 71 when they return from representational duty. In every instance, the Union representative will check back with his/her immediate supervisor, or his/her designee, upon return to work.

Section 19. In cases involving extended representational activities, Union officers and stewards will sign the OPM Form 71 no later than the end of the following workday. The Union representatives will be provided a copy of the complete OPM Form 71 for their own records.

Section 20. Union stewards and officials may receive and investigate, but shall not solicit, grievances from employees.

Section 21. Upon request of the steward, the employee's supervisor will arrange for a private facility in instances where the steward and employee request a private discussion.

Section 22. Action shall be taken by Management to make all employees and supervisors aware of the requirement that no restraint, interference, coercion, or discrimination is used against a Union representative because of the performance of his/her Union duties. Failure to comply with this policy may constitute grounds for disciplinary action.

Section 23. Stewards are authorized to perform and discharge the representational duties and responsibilities which may be properly assigned to them by the Local. Each Union steward or officer is authorized to consult with the respective Management official at his/her level, and to conclude agreements on appropriate matters subject to the approval of the President of Local 1922, and Management.

Section 24. Authorized representatives of AFGE who are not employees of the Army will be allowed to visit the installation at reasonable times with as much advance notice as practicable, but not less than five (5) days. However, when the visit is only to the Union office to meet with individuals who are not otherwise in a work status, no advance notice is required subject to applicable security regulations.

## ARTICLE 12

### EMPLOYER OBLIGATIONS

Section 1. The Employer agrees not to apply a new policy without consultation and/or negotiations with the Union, where appropriate as outlined in Article 10.

Section 2. The Employer is obligated to consult and/or negotiate with the Union President or his/her designated representative concerning personnel policies and practices, and matters affecting work conditions, as appropriate, subject to law and policy requirements. The Employer agrees to notify the Union in accordance with Article 10 where anticipated changes relative to the foregoing matters may have major impact on employees of the bargaining unit.

Section 3. Employer will endeavor to assure that all levels of staff and Management are apprised of their responsibility under the provisions of the agreement.

Section 4. Employer agrees to consider to conduct labor relations training for Union stewards and representatives when work load permits and the Union requests such training.

## ARTICLE 13

### MUTUAL OBLIGATIONS

Section 1. The Employer shall ensure Supervisors will confer with the appropriate Union representative to assure uniform interpretation, understanding, and implementation of the basic agreement.

Section 2. In the event of conflict in interpretation, both the supervisor and Union representative will refer the matter for clarification to the DGC and the President of the Union.

## ARTICLE 14

### GENERAL WORKING CONDITIONS

Section 1. The Employer agrees that emergency telephone messages will be delivered to the employee as quickly as possible. The Employer further agrees that official telephones and cell telephones may be used to make calls when necessary to cope with a family or personal emergency.

Section 2. The Employer agrees that in the event more than one (1) employee operates from the same cash drawer, the employee will not be held responsible for shortages or overages that occur without just and sufficient cause.

Section 3. The employee is personally responsible for acquiring State of Georgia licensing requirements to operate NAF/AF vehicles. Any additional training, if required, will be provided by the Employer.

Section 4. It is agreed that tools and equipment required by the Employer to perform duties shall be supplied

and kept in a reasonable state of repair by the Employer. It is recognized that employees have the responsibility for safeguarding their tools and equipment and for performing routine operator preventative maintenance. Tools and/or equipment issued by the Employer will remain in the work place. It is understood by the Parties that if the Employer desires to hold an employee financially liable, due to negligence, for the loss or damage to tools and/or equipment, the Employer shall notify the employee in accordance with AR 215-1. The employee may grieve such action. Financial liability assessment will be deferred if a grievance is filed until after issuance of the Step 3 grievance decision.

Section 5. Uniforms:

- a. The Employer may require the wear of uniforms by employees. The Employer will furnish the employee the appropriate quantity of uniforms, and all laundry and maintenance of the wash and wear uniform will be the responsibility of the employee. Where the uniform is a blazer and requires dry cleaning, the Employer will pay for dry cleaning as necessary, normally not to exceed twelve (12) times a year.
- b. The Employer will issue replacement uniforms due to regular wear and tear, but employees must replace, at their own cost, uniforms which are lost or damaged through negligence.
- c. Where the Employer only requires standard items of dress (such as black pants or skirt and white shirt) these are not designated as uniforms and the employee is responsible for providing such items.
- d. Return of clean and serviceable uniforms is required at time of separation.
- e. In those work centers where the Employer provides contract clothing (such as cook's whites), the Employer agrees to continue to provide laundry service.

Section 6. Break Areas. The Union agrees that where the Employer provides a break area, employees will be responsible for keeping the area in a clean and orderly condition. If space and facilities are available, the Employer will make a good faith effort to provide a break area for employees.

Section 7. Meal Policy. Employees in retail food service facilities will be permitted to purchase one (1) discounted meal per shift, so long as they are scheduled for over six (6) hours (e.g., have a meal break). Each facility will have a policy concerning what may be purchased and the cost, not less than a 40% discount. One (1) beverage (coffee, tea, or fountain beverage) may be taken free of charge with the meal. All employees in food service facilities will have a receipt (in plain sight) for meals, food, or beverages they have purchased whether at regular price or the discounted price.

## ARTICLE 15

### USE OF OFFICIAL FACILITIES

Section 1. Adequate Government facilities will be provided, wherever practicable, for the conduct of day-to-day affairs of the Union on behalf of the bargaining unit. Facilities will be subject to normal housekeeping and security requirements. Further, Government facilities will be provided the Union, wherever practicable, for meeting with individual employees regarding complaints and/or grievances and will ensure maximum privacy for such meetings.

Section 2. Full consideration will be given by Management to future requests for additional facilities or service consistent with applicable laws and regulations.

Section 3. In addition, all stewards will have access to Government telephones for local use when necessary in conducting proper labor-management relations activities. The location of these telephones will ensure these stewards of reasonable privacy when conducting labor -management relations activities.

## ARTICLE 16

### DISCIPLINARY ACTION

Section 1. The Employer and the Union agree that all employees are bound to adhere to the standards of conduct as outlined in appropriate regulations.

Section 2. The Employer will ensure that newly assigned employees are informed of standards of conduct upon their ently on duty and supervisors will ensure that these standards of conduct are brought to the attention of all employees at least annually.

Section 3. Any disciplinary action taken against employees will be administered in accordance with governing regulations and will be taken only for such causes as to promote the efficiency of the service.

Section 4. If at any time an employee is being questioned by a supervisor or Management Official on a matter that he/she reasonably believes may lead to disciplinary action, he/she has an absolute right to request that a Union representative be present as provided for in 5 USC 7114(a)(2)(B). No further questioning or action will take place until the Union representative is present. Such representation will be provided within 24 hours of the employee's request. This section is intended to be read in conjunction with Article 6, Sections 6 and 7, Employee's Rights.

Section 5. Formal notices of proposed disciplinary action to unit employees will contain a statement whereby the employee may indicate that the Union may receive a copy of said proposed action.

Section 6. Management recognizes its responsibility to initiate disciplinary action, where warranted, within a reasonable amount of time after knowledge of the incident/infraction or within a reasonable amount of time after an investigation (formal or informal) into the matter has been completed. The Employer shall notify the employee (written or oral) that disciplinary action is under active consideration against the employee no later than thirty (30) days after the Employer has knowledge of the incident/infraction or no later than thirty (30) days after an investigation into the matter has been completed. The Employer's failure to provide notification to the employee during this timeframe does not preclude the Employer from taking disciplinary action.

Section 7. If an employee is to be served with a warrant or subpoena, it should, to the extent practicable, be done in private without the knowledge of other employees.

Section 8. A disciplinary action for the purpose of this Article is defined as a written reprimand, suspension from duty without pay or separation for cause.

Section 9. Consistent with AR 215-3, for employees who are provided the benefit of such a procedure, if Management proposes to suspend an employee or separate an employee for cause, the following procedures shall apply:

Section 10a. Suspension: Management shall provide the employee with at least ten (10) days advance written notice, stating the reasons for the proposed action with sufficient specificity so as to enable the employee to prepare a response.

Section 10b. Separation for Cause: Management shall provide the employee with at least thirty (30) days advance written notice, stating the reasons for the proposed action with sufficient specificity so as to enable the employee to prepare a response.

Section 10b (1). The full 30-day advance written notice will not be required where the retention of the employee in duty status during the notice period may result in injury to the employee, fellow employees or the general public, may result in damage to property or loss of funds, or because the nature of the employee's offense may reflect unfavorably on the public perception of the Employer. In such cases, the employee may be placed in a non-duty status with pay (i.e., administrative leave) and the advance notice period will be shortened to not less than five (5) days.

Section 10c. The employee may respond orally and/or in writing within seven (7) calendar days including the opportunity to furnish affidavits and/or other documentary evidence, in support of the response. Extensions to this time period may be granted if requested in writing by an employee or designated representative for demonstrated and valid reason.

Section 10d. Any exceptions to Sections 10a through 10c above will be in accordance with AR 215-3.

Section 11. In responding under this Article, the employee may be represented by an attorney or other representative, but only if approved by the Union.

Section 12. Management shall issue a final written decision as soon as practicable stating the specific reasons, including a statement of the employee's entitlement to grieve as provided for in the grievance procedure.

Section 13. Copies of the notice of proposed suspension or separation for cause, the answer of the employee if written, a summary thereof if made orally, the notice of decision and reasons thereof, and any order effecting the suspension or separation for cause, together with any supporting material, shall be maintained by Management and shall be furnished to the employee affected or the Union, as appropriate, upon request of the employee.

Section 14. Consistent with the provisions of AR 215-3, an employee against whom disciplinary action is taken under this Article may grieve under the negotiated grievance procedure of this Agreement.

## ARTICLE 17

### EXCUSED ABSENCE

Section 1. The provisions of this article apply to all regular full-time and regular part-time employees only, except that consistent with AR 215-3, the parties may at any later date mutually agree to provide for inclusion of other eligible employees.

Sections 2. Specified types of absences other than annual and sick leave will be charged as provided in AR 215-3. These regulations include provisions for com1 leave, blood donation, military training periods, military funerals, and other specific categories.

Section 3. Excused absence for climatic and emergency conditions will be accomplished in accordance with AR 215-3.

Section 4. Insofar as practicable, an employee shall be excused to register to vote or to cast his/her vote, as prescribed by AR 215-3 and Article 17 of this agreement which is summarized as follows:

If the polls are not open at least three hours, either before or after an employee's hours of duty, he/she shall be allowed to report for work three hours after the polls open or to leave work three (3) hours before the polls close, whichever requires the lesser amount of time off. In the event of exceptional circumstances where an employee does not have sufficient time to register or vote as indicated above, that employee should be excused for such additional time as may be needed to enable the employee to register/vote not to exceed one day, depending on the particular circumstances.

Section 5. The employer agrees that excused absence in accordance with AR 215-3 shall be granted to a reasonable number of employees serving as Union Officers or Stewards receiving information, briefing, or orientation within the scope of 5 USC 71 (as it applies to NAF instrumentalities) of mutual concern to the Employer and the Union. The time allowed will not normally exceed twenty-five (25) hours for an individual within a twelve (12)-month period except in essential cases. Requests to attend such training shall normally be made at least two (2) weeks in advance, but should be no less than five (5) working days. Granting of leave requests made within less than five (5) working days will not be unreasonably withheld. The Union will submit in writing to the DGC, or his designee, for approval of any such request, specifying the sponsorship and purpose of the meeting, locations, dates, hours, and all subjects to be covered as well as the names of employees who the Union wishes to attend.

## ARTICLE 18

### EXCUSED ABSENCE DUE TO CLIMATIC CONDITIONS/SHUT DOWN/CURTAILMENT OF WORK

Section 1. Consistent with the provisions of AR 215-3, when employees are prevented from working due to a shutdown of operations caused by events beyond the control of management, they will be excused without charge to leave or loss of pay to the extent permitted by applicable regulations.

Section 2. Employees who are on annual or sick leave for the entire day will be charged leave for the entire day.

Section 3. Employees who after having been on duty during the first part of the day are absent on either approved annual or sick leave before notice of the early dismissal is received will be charged leave for the balance of the day.

Section 4. Normally the period of excused time will not exceed three (3) consecutive workdays for any single period of excused absence. When unusual circumstances exist beyond three (3) workdays, excused absence for two (2) additional workdays may be authorized.

## ARTICLE 19

### EXCUSED ABSENCE FOR BLOOD DONATION

Where the affected supervisor determines that it is administratively feasible to excuse the employee from

duty for the purpose of blood donation, the affected employee may be excused for that purpose and may be granted a period of time not to exceed four (4) hours recuperation time, if that amount of time remains in the work day. When approved by the supervisor, such time granted to the employee will be without charge to leave or loss of pay. Unless otherwise specified by the supervisor, the employee will have prior approval to receive the aforementioned grant of excused absence.

## ARTICLE 20

### ANNUAL LEAVE

Section 1. Application for Annual Leave will be made by the employee to his/her first-line supervisor, or designated representative, via an OPM Form 71 (Application for Leave). Approval of an employee's request for accrued Annual Leave shall be granted, subject to work load requirements, and provided that the employee gives his supervisor reasonable advance notice. Approval or disapproval will be acknowledged via OPM Form 71 as soon as practicable after the request is made, which normally should not be more than three (3) work days, and furnished to the employee for record.

Section 2. When employees can be spared from their duties, Annual Leave will be granted freely for personal or emergency purposes. When the Employer finds it necessary to cancel previously approved leave, and/or deny the specific leave period requested by an employee, the reasons for such action shall be explained and annotated on an OPM Form 71. Supervisory and Management officials will determine when and to what extent Annual Leave may be granted.

Section 3. The Employer will endeavor to schedule Annual Leave of not greater than two (2) weeks in continuous duration for vacation purposes on requests made prior to 1 February. The above applies to only one (1) two (2) week vacation period. When an employee has made his/her selection, he/she shall not be permitted to make changes when it affects the choice of another employee. The supervisor may approve a change in selection provided another employee's choice is not disturbed, and the employee can be spared from his/her duties. Employees will earn Annual Leave in accordance with applicable regulations. The minimum charge for Annual Leave is fifteen (15) minutes with additional charges in multiples of fifteen (15) minute increments thereafter.

Section 4. The employer will endeavor to schedule annual leave, where appropriate, of not more than two (2) weeks continuous duration for vacation purposes on requests made prior to 1 March of the calendar year. The above applies to only one (1) vacation period per year. This section speaks only to the advance scheduling of extended annual leave for vacation purposes. Nothing in this section requires an employee to schedule prior to 1 March, all of the annual leave he/she intends to use during the year.

Section 5. When an employee has made his/her selection, he/she shall not be permitted to change when it adversely affects the choice of another employee. The supervisor may approve a change in selection provided another employee's choice is not disturbed, and the employee can be spared from his/her duties.

Section 6. Employees are responsible for cooperating with the Employer in requesting leave during periods when their services can best be spared.

Section 7. In the case of a management-directed reassignment of an employee from one organizational element to another, previously approved leave will be honored by the Employer. In the case of a voluntarily reassignment of an employee, the Employer will make every effort to accommodate an employee's previously approved leave.

Section 8. The Employer will make reasonable efforts to grant leave that may be forfeited because of the limitations of maximum leave which may be carried forward to the succeeding leave year.

Section 9. If, for any reason, the Employer schedules a temporary shutdown of operations or a shutdown of an Act of God, affecting the employees of the unit, reasonable effort will be made to provide work for employees not having annual leave to their credit. Upon request from the Union President, the affected management official will provide, through the DGC, an explanation of the efforts undertaken to locate alternate work for adversely affected employees in those situations.

Section 10. Maximum consideration will be given to employees applying for leave on a workday which occurs on a religious holiday associated with the religious faith of the employee.

## ARTICLE 21

### INTERPRETATION OF REGULATIONS

Section 1. Questions as to interpretation of published agency policies or regulations, or provisions of law, will be resolved in the following manner:

- a. Upon receipt of a dispute involving the interpretation of a published agency policy or regulation, the Employer (will compile a record of facts bearing on the case, including citation of the dispute and any other supporting material.
- b. The aggrieved will be given the opportunity to review this submission and to submit such written comments as he/she may desire as part of the record.
- c. The file will be forwarded through command channels to the proponent of the regulation or policy for official interpretation.
- d. Upon receipt of the official interpretation, the aggrieved will be notified in writing by the Employer.

Section 2. No interpretation issue will be referred for an official determination under this procedure unless it is clear that an issue is the interpretation of a regulation or policy. The interpretation by proponent agency will be binding on all parties, the application of the regulation, however, may be negotiable.

## ARTICLE 22

### SICKLEAVE

Section 1. The Union joins the Employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave as it will be available to them in case of extended illness and to use sick leave wisely and properly.

Section 2. Consistent with the provisions of AR 215-3 and federal law and regulations, employees are entitled to use sick leave for:

- a. Personal medical needs

- b. Provide care for a family member with a serious health condition
- c. Provide care for a family member who is incapacitated by a medical or mental condition or attend to a family member receiving medical, dental, or optical examination or treatment
- d. Provide care for a family member who would, as determined by health authorities or a health care provider, jeopardize the health of others by that family member's presence in the community because of exposure to a communicable disease
- e. Make funeral arrangements or to attend the funeral of a family member.
- f. Adoption-related purposes

**Section 3.** For purposes of Section 2 and consistent with federal law and regulations, the definition of family member includes spouse, parents, parents-in law, children, brothers, sisters, grandparents, grandchildren, step parents, step children, foster parents, foster children, guardianship relationships, same and opposite sex domestic partners, and spouses or domestic partners of the aforementioned.

**Section 4.** Consistent with 5 CFR 630.401, the employer will consider the employee's self-certification as sufficient evidence to support a charge to sick leave for absences of three consecutive work days or less. The self-certification is accomplished by having the employee complete an OPM 71. However, nothing in this section prohibits the employer from requiring a medical certificate, or other administratively acceptable evidence, as to the reason for the absence, if they determine if necessary.

**Section 5.** When, in individual cases, there is reason to believe that the sick leave privilege has been abused, employees may be placed on leave restriction according to the following:

- a. 1<sup>st</sup> offense - No longer than 90 days.
- b. 2<sup>nd</sup> offense - No longer than 180 days.
- c. 3<sup>rd</sup> offense - No longer than 365 days.

In such cases, the employee will be advised in writing that a medical certificate will be required to support a future grant of Sick Leave regardless of duration.

**Section 6.** The amount of advanced sick leave to an employee's account will not exceed thirty (30) days at any time. Where it is known that the employee is to be retired, or where it is anticipated that he or she is to be separated, the total advance may not exceed an amount which can be liquidated by subsequent accrual prior to separation. Requests for advanced sick leave will be submitted by the employee to his/her immediate supervisor with supporting medical evidence that the requested leave is required.

**Section 7.** Employees will earn sick leave in accordance with applicable regulations. The minimum charge for sick leave is fifteen (15) minutes with additional charges in multiples thereof.

**Section 8.** Except where circumstances beyond the control of the employees do not permit, the employees will obtain approval of the use of emergency sick leave from his/her supervisor or

designated representative at the telephone number provided by the supervisor. Notification will usually be reported by the employee personally; however, other methods may be acceptable such as by spouse, fellow employee, etc., except when these other methods do not provide the Employer a timely notice.

Section 9. Consistent with applicable provisions of AR 215-3, employees must contact an appropriate supervisor as early as practicable but no later than two (2) hours after the start of his/her work shift when requesting sick leave.

Section 10. Where a determination is made by an Agency Medical Officer that the employee may be placed in a limited work status, the Employer will make a reasonable effort to find duty to utilize the affect employees.

Section 11. When the supervisor has determined that an employee is not suspected of abusing sick leave privileges, advancement of sick leave, where consistent with applicable regulation, to employees who have completed their probationary period may be made in clearly established deserving cases of serious disability or ailment.

Section 12. When the employee has exhausted all accrued sick leave credits, consideration will be given to the use of annual leave which he or she may otherwise be required to forfeit, provided there is a reasonable assurance that the employee will return to duty. A written request, supported by attending physician or licensed practitioner, from the employee must be made for advancement of sick leave.

Section 13. Employees retiring for reasons of disability will be entitled to use of accrued sick leave prior to separation consistent with current governing regulations.

## ARTICLE 23

### EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The parties agree that all employees will be treated fairly in all matters affecting their employment situation without regard to race, color, religion, sex, age, national origin, disability or genetic information.

Section 2. The employer will not discriminate against qualified applicants in any formal training programs on the basis of sex, age, race, color, religion, marital status, or national origin.

Section 3. A complainant has the right to be accompanied, represented, and advised by a Union representative, at the election of the employee, during counseling or at any stage of the counseling process, consistent with Federal law, governing regulations, or rules of applicable authority.

## ARTICLE 24

### PAYROLL DEDUCTIONS OF UNION DUES

Section 1. In conformance with applicable regulations and policies of the DA, the Employer will withhold Union membership dues, as voluntarily allotted by unit members of the Union.

Section 2. Withholdings shall include the regular periodic amounts required to maintain the employee as a member in good standing, but shall not include initiation fees, special assessment, back dues, or fines.

Section 3. Unit members participating in the dues withholding program must be members in good standing in the Union, as determined by the Union.

Section 4. Allotments for Union dues must be authorized on Standard Form 1187, supplies of which are obtained by the Union from the Government Printing Office, Washington, DC. The title of this form is "Request for Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues." The Union is responsible for informing its members of the allotment program, its voluntary nature and use and availability of the standard form and the conditions governing revocation of allotments.

Section 5. Unit members wishing to participate in the dues withholding program must obtain Standard Form 1187 from the Union. The Union completes Section A of the form, and the employee fills in the remaining blanks. The Union is responsible for delivery of the completed original copy through the NAF CPAC to the NFS Payroll Office, Red River Army Depot, Texarkana, Texas. The mandatory enrollment period is one year.

Section 6. Standard Form 1187 must be received by the NFS Payroll Office at least one full pay period prior to the beginning of the pay period from which the dues deduction is to be made.

Section 7. Union dues will not be withheld when an employee's net salary for the payroll period involved is insufficient to cover the dues after other legal and required deductions have been made.

Section 8. It is agreed that the amount of dues to be withheld shall remain unchanged until the Union certifies to the Payroll Office that the amount of dues has changed for a particular member, or members, showing the specific amount of the new deduction. Such changes shall not be made more frequently than once each twelve (12) months, measured from the date of the first change made by the Union.

Notification of dues changes must be received by the NFS Payroll Office at least one (1) full pay period prior to the beginning of the pay period for which the change is effective.

Section 9. An allotment for the deduction of dues may be revoked by the employee by submitting a Standard Form 1188 to the NAF CPAC.

The dues revocation may not be effective for a period of one (1) year from the date the allotment was first made. Employees who authorized the Employer to withhold Union dues from his or her paycheck may revoke that authorization only on the anniversary date of the authorization or during the 10-day period immediately before the anniversary date.

Section 10. Dues withholdings will be discontinued at the end of the pay period during which the allotter dies, retires, is separated from the NAF service, is transferred from the servicing Payroll Office, move or is reassigned to an organizational segment which has not been accorded exclusive recognition; upon loss of exclusive recognition by the labor organization; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside Department of Defense (DOD). The termination will be effective at the beginning of the first full pay period for which deductions would normally be made but after loss of exclusive recognition or when this Agreement is suspended or terminated by an appropriate authority outside the DOD. Dues withholdings will also be discontinued upon receipt of notice from the Union that the employee has resigned, been suspended, been expelled, or for any other reasons ceases to be a member in good standing of the Union. The Union is responsible for submitting such notices to the CPAC promptly.

Section 11. For purposes of maintaining a member in good standing, it shall be considered that a member's dues have been paid as of the end of the pay period from which the deduction is made.

Section 12. Remittances to the Union of dues withheld for its account shall be made not later than three (3) working days following the day on which the related salaries were paid to the employees. Such remittances will be made to the Union Officer designated in writing by the Union to the NFS Payroll Office. Remittances shall show the names of participating employees, the amounts with help, and the pay period from which deductions were made.

Section 13. There shall be no charge by the Employer for deduction of Union dues.

## ARTICLE 25

### BULLETIN BOARDS

The Employer agrees to provide bulletin board space up to two (2) square feet on one (1) bulletin board in each NAF activity. The bulletin board will be in a place accessible to employees. The supervisor will be provided an information copy of any material that is to be posted at the time the information is posted.

The Union, in posting material on designated bulletin boards, agrees that it is fully and solely responsible for the content of the material, that it does not violate any law, or the security of the Employer, or contain derogatory or disparaging material. The Union is responsible for the neat and orderly maintenance of this allocated space, including removal of obsolete material. Obsolete material may be removed by the Employer.

## ARTICLE 26

### HOURS OF WORK

Section 1. Administrative Work Week: Consistent with AR 215-3, or as otherwise modified through any future negotiations between the parties to this Agreement, a period of seven (7) consecutive days beginning on Thursday and ending the following Wednesday constitutes an administrative work week. For the majority of regularly scheduled employees, the administrative work week consists of the regularly scheduled employees, the administrative work week consists of the regularly scheduled tour of duty and the regular days off. Tour of duty refers to the hours of the day, and the days within the administrative work week during which the employee is required to perform service on a regular, repetitive basis.

Section 2. The normal tour of duty for a regular, full-time employee is normally scheduled over a five (5)-day period, with the daily tour of duty not to exceed nine (9) hours, which includes a non-compensated meal period.

Section 3. Irregular Tours of Duty: The Employer reserves the right to schedule irregular tours of duty. Irregular tours of duty may be established when a regular tour of duty would handicap the performance of a function.

Section 4. Part Time Tours of Duty: When there is a need for less than forty (40) hours per week, a part time tour of duty may be established. Part time tours of duty will be scheduled and posted in advance, consistent with the provisions of AR 215-3, currently two (2) weeks in advance and will cover a period of at least one (1) administrative work week. Tours of duty will not be changed or adjusted solely to avoid the obligation for granting leave or premium pay for

a holiday.

Section 5. Tours of duty for individual employees or groups of employees may be adjusted as required to allow for attendance at required training.

Section 6. Normally meal periods will not be less than thirty (30) minutes (but not more than) sixty (60) minutes (non-compensated) duration, as determined by the supervisor. For such non-compensated meal periods, employees will be entirely free of duty and may leave the work area.

Section 7. No employee will be required to work more than six (6) hours in any workday without a meal period. This does not mean that employees should not be permitted such meal breaks where it is conducive to sound management practices to do so, e.g., to provide for greater productivity, health concern, increased efficiency or production, etc.

Section 8. A period of not more than twenty (20) minutes will be granted and will be considered time worked for which compensation is allowed for those employees not otherwise permitted a normal meal period provided above. Employees will be required to remain within the work area during any such compensated meal period. The parties recognize that the foregoing provision regarding the twenty (20) minute meal period applies only to regularly scheduled employees and will be effected and/or discontinued only where deemed appropriate by the Employer.

Section 9. Consistent with the provisions of AR 215-3 and workload considerations, rest periods not to exceed fifteen (15) minutes during each four (4) hours scheduled will be granted at the work area at the time designated by the supervisor. Rest periods may not be utilized to extend the lunch period or to shorten the workday.

## ARTICLE 27

### CONTRACTING OUT

Section 1. The Union recognizes that the Employer has the authority and responsibility to determine the methods, means, and personnel required to accomplish the mission of the employer. The Employer and the Union recognize that contracting for services by the Employer is subject to certain policies and restrictions imposed by laws and regulations having Government-wide application.

Section 2. The Employer will give the Union as much notices as practicable in advance of contracting actions which may adversely affect or displace unit employees and will endeavor to do so at least thirty (30) days in advance of any such action. In all cases where contracting is utilized, the employer will make responsible effort to retain unit employees.

Section 3. Rationale for the contracting of work in this category will be provided to the Union upon request. The Employer will provide the Union access to records pertaining to a specific contract, unless prohibited by law and/or regulations of higher authority.

## ARTICLE 28

### COST REDUCTION AND WORK IMPROVEMENT

It is agreed that more efficient use of labor and resources will result in increased productivity. To this end, the Union agrees to cooperate with the Employer in efforts to reduce waste, conserve

materials, safeguard employees' health, prevent accidents, and discourage unplanned absences through practical and mutually beneficial means.

## ARTICLE 29

### GRIEVANCE PROCEDURE

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

Section 2. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by the parties to settle grievances at the lowest possible level.

Section 3. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his/her performance, his/her loyalty, or desirability to the organization.

Section 4. The occurrence of occasional grievances or appeals will not be construed as reflecting unfavorably on the quality of supervision or on the general management of an organization.

Section 5. Grievances will be resolved or decided at the lowest practicable organizational level and in the shortest time practicable.

Section 6. A grievance means any complaint:

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

Section 7. An aggrieved employee affected by discrimination, a removal or reduction in grade based on unacceptable performance, or disciplinary action may at his/her option raise the matter under a statutory appellate procedure, where applicable, or the negotiated grievance procedure, but not both, except that employees serving on flexible appointments, temporary appointments, or probationary appointments may not grieve separation actions. For the purposes of this section and pursuant to 5 USC 7121 (e) (1), an employee shall be deemed to have exercised his option under this section when the employee files a timely notice of appeal under the appellate procedure or files a timely grievance in writing under the negotiated grievance procedure.

Section 8. The following items are specifically excluded from coverage under this procedure:

- a. Any claimed violation relating to prohibited political activities.
- b. Retirement, life insurance, or health insurance.
- c. Actions taken under the provisions of AR 215-3, Chapter 17, pertaining to the security program.
- d. Any examination, certification, or appointment relating to employment.
- e. The classification of any position which does not result in the reduction in grade or pay of an employee.
- f. Reduction in force, where applicable, in accordance with this Agreement.
- g. Non-selection for appointment or non-selection for promotion from a properly ranked referral and selection register.
- h. Granting or not granting a performance, incentive, honoraly, or any other discretionary award; adopting or not adopting a suggestion or invention.
- i. Consistent with the provisions of Article 21, the content of published policy applicable to NAF employees.
- j. Termination of probationary, temporary, or flexible employees.
- k. Notices of proposed disciplinary or adverse actions.
- l. Matters accepted by the Inspector General or Auditor General, except where the conditions of employment of a bargaining unit employee(s) are directly affected.
- m. Personnel actions voluntarily requested by the employee.
- n. Wage or pay schedules established by appropriate authority unless subsequently and properly incorporated into this agreement through subsequent negotiations (by virtue of mutual agreement).
- o. Advance warning of unsatisfactory performance.
- p. Any complaint or allegation regarding dissatisfaction in connection with conditions of employment of the affected employee where no personal relief to the employee is appropriate. This is not meant to be construed to mean that the Union cannot file grievance(s) on behalf of itself or the bargaining unit where there is an issue involving conditions of employment.
- q. Position classification appeals for crafts and trades positions (NA, NL, NS) which are processed in accordance with AR 215-3, chapter 3, section II.

Section 9. This negotiated procedure shall be the exclusive procedure available to the Union and the employees in the bargaining unit for resolving such grievances except these procedures do not apply to conditions of employment unique to flexible, temporary employees, and/or probationary employees as specified in AR 215-3.

Section 10. Questions of grievability or arbitrability by either the Union or the Employer shall be referred to the arbitrator at step four of the negotiated procedure as a threshold issue in the related grievance. In such situations, the arbitrator will first consider/hear the questions of grievability and/or arbitrability.

Section 11. Failure of Management or Union officials to answer written grievances within the time limits prescribed shall permit the grievant or designated representative to refer the grievance to the next step.

Section 12. Time Limits. If any grievance under this article is not taken up with the grievant's Division Chief within thirty (30) calendar days of the matter giving rise to the grievance. Such grievance shall not be presented or considered at a later date. Extensions will be granted if mutually agreed upon by both parties.

Section 13. The Negotiated Grievance Procedure. The following steps will be followed in processing grievances:

STEP 1: The grievance shall first be taken up by the aggrieved employee(s) with his or her Division Chief or at the appropriate level within the employee's organization. The employee may be represented by the designated Union steward for that organization who may act for the employee, or the aggrieved may process the grievance on his/her own, without any representation.

STEP 2:

- a. If the grievance is not settled within ten (10) calendar days from the date of the initial Step 1 meeting, and the grievant decides to pursue the issue, the grievance shall be reduced to writing stating the factual basis giving rise to the alleged grievance and the Article and Section of the contract violated, if any, the corrective action sought. Said grievance statement shall be submitted to the Director of FMWR or designated individual, within ten (10) calendar days from the date of the first step meeting.
- b. The grievant and/or appropriate union representative will meet with the management representative within ten (10) calendar days after receiving the written grievance.
- c. Any settlement reached will be reduced to writing by management, signed by a representative approved by the Union or if the employee pursues the grievance without Union representation, by the employee (Grievant) and Management, and a copy will be furnished to all parties. If no settlement is reached, a memorandum for the record will be prepared by Management summarizing Management's response to the written grievance statement. The memorandum will be furnished to the grievant within ten (10) calendar days.

STEP 3:

- a. If no settlement is reached after receipt of the memorandum from Management during Step 2 the grievance may be referred in writing within ten (10) calendar days of receipt of the memorandum from Management to the Commander, Fort Stewart, Georgia 31314.
- b. The Commander or his/her designated representative will issue a decision within fifteen (15) calendar days from the date of referral to Step 3.

Section 14. Outline of Negotiated Grievance Procedure- Employee Grievance. These time frames may be changed at the agreement of both parties.

Step: 1	a. Grievance initiated	Within 30 days of incident giving rise to complaint	Division Chief
	b. Step 1 grievance meeting held (if necessary)	NA	Division Chief
Step: 2	a. Step 2 grievance filed	Within 10 days of Step 1 meeting	Director or Designee
	b. Step 2 grievance meeting held (if necessary)	Within 10 days of receipt of Step 2 grievance	Director or Designee
	c. Step 2 grievance response to employee	Within 10 days of Step 2 meeting	Director or Designee
Step: 3	a. Step 3 grievance filed	Within 10 days of receipt of Step 2 response	Garrison Commander or designee
	b. Step 3 grievance meeting held (if necessary) held (if necessary) Commander or designee	Within 10 days of receipt	Garrison of Step 3 grievance
	c. Step 3 grievance decision or	Within 15 days of Step 3 grievance	Garrison Commander
Step: 4	Arbitration invoked by the Union	Within 30 days from date of Garrison Commanders decision	

Section 15. At any time during the negotiated grievance procedure (i.e. Steps 1-3) the grievant may amend the written grievance statement to cite additional Articles and Sections of the Agreement violated, if any, provided that grievant may not amend the factual basis which gave rise to the matter.

If new information related to the factual basis giving rise to the matter is made known to either party, either party may amend their respective written statements accordingly, provided that a party seeking to amend the factual basis supporting a written statement did not willfully withhold the new information from the other party.

## ARTICLE 30

### ARBITRATION

Section 1. Any grievance not satisfactorily settled under Article 30 may be submitted to arbitration.

Section 2. Arbitration may be invoked only by the Employer or the Union. Submission(s) shall be in writing and be delivered, as appropriate, either to the DGC, or the President of AFGE, Local 1922 or his designee, not later than thirty (30) calendar days from the date of decision under Article 29.

Section 3. Within five (5) working days from the date of the receipt of an arbitration request, the parties will jointly or, if the other party refuses to participate in a joint request, the grieving party may individually request the Federal Mediation Conciliation Service (FMCS) to submit a list of seven (7) impartial persons qualified to act as arbitrators. The parties shall meet within ten (10) working days after receipt of such list.

Section 4. The Union and the employer will alternately strike one (1) potential arbitrator's name from the list of seven (7) and shall then repeat this procedure. The remaining name shall be the selected arbitrator. The party striking the first name shall be determined by a toss of a coin.

Section 5. The FMCS shall be empowered to make a direct designation of an arbitrator to hear a case in the event either party refuses to participate in the selection of an arbitrator, or upon undue delay on the part of either party.

Section 6. Prior to the notification of the selection of a specific arbitrator, the parties shall meet for the purpose of defining the issues to be arbitrated. If agreement cannot be reached, the issues to be arbitrated, the Articles and Section of the Agreement, the grievance, the decision at each step, and any other information, shall be forwarded to the arbitrator upon the confirmation of his/her appointment.

Section 7. If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission to the arbitrator and the arbitrator shall determine the issues to be heard. In this case, the arbitrator will then determine the issues to be arbitrated.

Section 8. The fees and expenses of the arbitration shall be borne equally by the parties.

Section 9. The arbitrator's award shall be binding on the parties. However, either party may file exceptions to an award with the FLRA, under regulations prescribed by the Authority.

Section 10. In the event an arbitrator's award is appealed by either party to the Authority, the award

shall be stayed or delayed in accordance with the rules of the Authority.

Section 11. Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement.

Section 12. It is understood that grievances which are not complex normally do not require a transcript and where there is not mutual consent for providing a transcript, either party may elect to obtain such transcript at its own cost; however, the other party may not be privileged to such transcript except when they have mutually agreed to equally share the total cost of obtaining the transcript. Filing of briefs are optional to the parties at the discretion of each.

Section 13. The arbitration hearing will be held, if practicable, on the Employer's premises during the regular day shift hours of the basic work week. Participants in the hearing whose regular tour of duty coincides with the hearing will be excused from duty without loss of pay or charge to leave. Management will rearrange the tour of duty of other participants at the hearing unless such rearrangements would seriously handicap the operations of the organization.

Section 14. The arbitrator will be requested to render his/her decision as quickly as possible, but in any event not later than thirty (30) days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

Section 15. Where there is not already an arbitrator's decision upon the arbitrability of the issue, the arbitrator shall hear arguments regarding both the arbitrability and the merits of the case at the same hearing.

Section 16. Where the parties consider it mutually desirable to do so, e.g., in an instance such as a highly complex case which could be expected to require several days of hearings; the parties may elect to have the issue of arbitrability/grievability and the issue involving the merits of the case considered separately.

## ARTICE 31

### SAFETY

Section 1. The Employer agrees to the fullest extent of its authority and within the Employer's capability and budgetary limitations to make every effort to provide a wholesome, safe, and healthful working climate and endeavor to provide proper ventilation of working areas and proper heat for all buildings where employees are required to work; assure prompt and proper reports of accidents and injuries; create a climate of safety consciousness in all supervisors and employees; ensure prompt and complete reporting of on-the-job injuries to the appropriate office or official so that a fair and equitable settlement can be made.

Section 2. The Union agrees to vigorously support the Army Safety Program through encouragement to all employees; to conscientiously abide by established safety rules, regulations, and directives, etc.; to report to an appropriate management official(s), any known hazardous conditions or procedures for the purpose of making those conditions safe; to report job-connected injuries and illnesses to an appropriate Management official so that appropriate reports can be completed.

Section 3. Subject to security restrictions, upon request, the Union will be permitted to appoint a representative to accompany Management officials in the investigation of circumstances and causes of an accident.

Section 4. If not otherwise precluded, one Union representative will be allowed to accompany a Safety Office representative from higher headquarters on a tour of sites where bargaining unit employees are employed. The Union may request to meet with an Occupational Safety and Health Administration (OSHA) inspector.

Section 5. Upon mutual agreement of the parties, an individual designated by the Union may meet with affected Management official(s) to discuss such topics as:

- a. Safe working methods and practices.
- b. Recommend changes to protective equipment or devices.
- c. Encourage employees to submit suggestions on safety.
- d. Develop and/or devise safe practices and rules to comply with current methods in accordance with agency regulations and guidance.
- e. Participate in promoting safety within the workforce.
- f. Encourage safety meetings at the shop level.

Section 6. Subject to the provisions of applicable regulations, the Employer agrees to bear the full expense of all special tools, clothing, and equipment employees may be required to use.

Items of protective clothing and equipment, when essential for the protection of employees, will be furnished by the Employer in accordance with DA regulations, which comply with OSHA and other applicable laws.

Section 7. The use of protective clothing and equipment as a means of preventing or minimizing injuries to personnel or damage to equipment is essential to all operations which are made hazardous by existing conditions such as temperature, footing, illumination and visibility, ventilation, atmospheric contaminants, skin contaminants, physical and biological hazards, noise, and radio activity.

Section 8. Protective clothing and equipment will be required when:

- a. The items are necessary to protect personnel from occupational diseases and trauma.
- b. The items are necessary for safe performance of the task and/or protection of other people, government equipment, material, or property.

Section 9. The procedures established in the safety and health program shall not preclude the right of any employee to file a grievance at the appropriate step of the grievance procedure. The primary responsibility of resolving differences involving health and safety matters remains with the employer and the union.

## ARTICLE 32

### HOLIDAYS

Section 1. When scheduling employees for holiday work, the Employer will give first consideration to qualified volunteers. The Employer will endeavor to assure such assignments are distributed fairly among the employees.

Section 2. Consistent with the provisions of AR 215-3, eligible employees who are required to work on a recognized Federal holiday will be paid holiday pay for hours worked.

Section 3. Consistent with the provisions of AR 215-3, when recognized Federal holidays occur on a calendar Saturday or Sunday or the non-workday corresponding to an eligible employee's scheduled day off, the holiday shall be observed on the day specified by existing laws, rules, and regulations.

## ARTICLE 33

### TRAINING AND EMPLOYEE DEVELOPMENT

Section 1. The Employer and the Union agree that the training and development of employees is a matter of primary importance to the parties, and the parties shall strive to attain training and development for all employees according to their needs as it relates to their respective jobs, consistent with budgetary constraints and the needs of the NAF service.

Section 2. To facilitate achievement of the goal described in Section 1 above, the Employer will endeavor to provide training where deemed by the Employer to be appropriate for training and development of employees to accomplishment of the mission, consistent with AR 215-3 and available resources.

Section 3. The Union will encourage employees to:

- a. Keep abreast of changes occurring in their field, craft, trade, profession or occupation.
- b. Participate in developmental activities in order to perform more effectively in current and future assignments. These developmental activities may include reassignment, job rotation, on-the-job training, and classroom training.
- c. Realize that not all training and development is directly related to their jobs and they have a responsibility for self-development, and for informing their supervisors of their accomplishments.
- d. Utilize and share with fellow employees new skills acquired through training.

Section 4. In recognition of the mutual advantages to the Employer and to the employee, the Employer agrees to make a reasonable effort to utilize existing employees when training is determined to be necessary for new skills. Selection for such training shall be at the discretion of the Employer.

Section 5. The Employer will endeavor to establish, consistent with budgetary constraints, training opportunities in areas where scarcity of skills exist and inform employees how to apply for any resultant Government-funded training.

Section 6. Consistent with the provisions of AR 215-3, in the event of impending changes in function, organization, and mission of the Employer, where it is feasible to do so, the Employer will endeavor to plan for the retraining of adversely impacted employees. Consistent with Federal law and applicable rules regulations (e.g., AR 215-3), where the Employer directs the employee to attend training required in connection with officially assigned duties, such training will be accomplished at the Employer's expense.

Section 7. The Employer may provide on-the-job cross training in any circumstance where it is determined to be feasible to do so. The Employer may rely on such techniques as interchanging employee's when they share mutual desires and aptitudes, so they may receive training in other positions, when the respective supervisors concur and such training is not detrimental to mission accomplishment.

Section 8. Where it is deemed appropriate to do so by management, the Employer may determine from the Georgia Department of Labor, whether any of the employees adversely affected by a major strength reduction, if any, may be eligible for training from the State and in such cases, will endeavor to inform adversely affected employees how to apply for such training.

Section 9. Supervisors are in a position to identify those situations in the specific work environment where training can aid in achieving desired objectives and goals of the Employer. Upon request from the employee concerned, available training programs will be discussed with affected employees who are eligible for such training.

Section 10. Upon acceptance for a position, employees will be oriented concerning what is expected in the performance of their duty. This will include appropriate use of equipment, forms, procedures, dealing with the public, and above all, what the mission of the employing activity is.

Section 11. The Employer agrees to give advance notice to the Union in regard to the installment any new equipment, machinery, or process that requires additional training and would result in significant changes of work assignments.

#### ARTICLE 34

##### PERFORMANCE APPRAISALS

Section 1. This article will be carried out in accordance with AR 215-3 and any other applicable law, rule, and/or regulation of appropriate authority. The positions to which this article applies are those which are specified in AR 215-3. Performance standards will, to the maximum extent feasible, permit the accurate evaluation of job performance on the basis of objective criteria related to the job in question for each employee or position under the NAF performance appraisal system. That appraisal system as it is applied to affected unit employees, must be reasonable, fair and attainable.

Section 2. As used in this article, the following definitions shall apply:

- a. "Performance" means an employee's accomplishment of assigned duties and responsibilities.
- b. "Critical Element" means a component of an employee's job that is of sufficient importance that performance below the minimum standard established by Management requires remedial action and denial of a within-grade increase, and may be the basis for removing or reducing the grade level of that employee. Such action may be taken without regard to performance on other components of the job.
- c. "Performance standards" are the expressed measure of the level of achievement established by Management for the duties and responsibilities of a position or group of positions. Performance standards may include, but are not limited to elements such as quantity, quality, and timeliness. Maximum employee participation in this process will be encouraged.

- d. "Noncritical element" is a job element that is not critical, but is important enough to require measurements.

Section 3. Where appropriate, employees in the bargaining unit will be evaluated in accordance with the NAF performance appraisal system. Employees may be asked to participate in the development of performance standards. Final determination concerning performance standards and the emphasis to be placed on each job element will be made by Management.

Section 4. While developing elements and standards for each position, the responsible supervisor will give the employee(s) affected an opportunity to contribute through individual or group discussion. The Union shall be given an opportunity to be represented at any group discussion and any individual discussion with a unit employee by individual supervisors involving identical standards to be used for more than one position under his/her supervision.

Section 5. If an employee feels an element or standard unique to his/her position is unreasonable or unfair, he/she may request that the supervisor reconsider the matter for those reasons advanced by the employee. Management agrees to give all due consideration to all such comments and suggestions when developing the final elements and standards.

Section 6. Consistent with terms of AR 215-3, where appropriate (i.e., for those employees to whom the performance appraisal process applies), as part of the appraisal process, employees will be given, upon request of the employee, a copy of their respective job description(s) and prior to the evaluation period and as changes occur, will be given a copy of the elements and performance standards that relate to their positions. The supervisor will explain to the employees their standards and elements. It is the responsibility of both the supervisor and the employee to see that performance requirements are known and understood by the employee.

Section 7. Major job elements are identified through analysis of the duties and responsibilities of that particular job (i.e., an analysis of what the job requires) and their linkage to the mission, functions, and goals of the organization. Specific tasks or activities important to each element should be developed by the supervisor to aid in establishing the performance standard. The supervisor, in establishing the performance standard, may, for example, consider such sources as:

- a. The job description.
- b. Mission or functional statements.
- c. Program budget or planning documents.
- d. Organizational goals.
- e. Previously developed performance standards

Section 8. Performance standards and performance appraisals will be effectuated consistent with AR 215-3, applicable laws, rules, other regulations, and the terms of this Agreement.

Section 9. Major job elements, including critical job elements, and performance standards will be reduced to writing.

Section 10. When the major job elements and performance standards become operative, each employee may sign and date the documentation to indicate that he/she has been informed of the

elements and standards applicable to his/her position. The Employer shall then provide the original copy of the documentation to each employee.

Section 11. Except as specified in Sections 13, 14, or 15 below, the Employer shall, under normal conditions, appraise the performance of affected bargaining unit employees, i.e., consistent with the provisions of AR 215-3, on an annual basis. In addition, a prearranged conference will be held at the midpoint of the annual rating period so that employees may be informed of their progress toward achieving performance requirements. A copy of the written record of this conference will be provided upon written request from the employee.

Section 12. Where applicable and where appropriate under the provisions of AR 215-3, if the performance standards have not been in effect for the employee for the preceding 120 calendar days, or the employee has not worked under the performance standards for 120 calendar days, then the appraisal may be deferred until they have been in effect for 120 calendar days or the employee has worked under them for 120 calendar days.

Section 13. The parties recognize that Management may take a performance-based action without relying on a formal performance appraisal; however, if a formal performance rating is to be used to support a personnel action, only ratings predicated on 120 days or more in a particular assignment will be used.

Section 14. Sixty (60) days after a minimally satisfactory rating on an employee's performance evaluation is received, the rating supervisor will reevaluate the employee's performance. The reevaluation will be based on performance requirements established and documented.

Section 15. Except as specified in Sections 17 through 21 below, an employee's performance shall be appraised by his/her rating supervisor.

Section 16. If an employee's rating supervisor is absent, e.g., on official travel or extended leave, and cannot exercise the appraisal in a timely manner, then the appraisal shall, consistent with applicable laws, rules, AR 215-3 or other regulations, and this Agreement, be executed by an appropriate individual in a position to do so.

Section 17. Consistent with governing laws, rules, AR 215-3 or other regulations, and this contract, if an employee's rating supervisor has supervised the employee for less than 120 calendar days, then the appraisal may either be deferred until the supervisor has supervised the employee for 120 days or may be executed by another appropriate individual in a position to do so. When neither of these officials has supervised the employee for at least 120 days, then the appraisal may be deferred and later executed consistent with governing laws, rules, regulations (e.g., AR 215-3) and this contract by an appropriate person in a position to do so. If the employee has served less than 120 days under his/her current supervisor, the annual rating may be prepared by the current supervisor after consultation with previous supervisor(s) or may be delayed until the end of the 120 day period.

Section 18. Consistent with governing laws, rules, regulations (e.g., AR 215-3), and this Agreement, if a new performance rating is required for a competitive promotion action and the employee's supervisor is competing for the same position, then the rating for the placement action may be executed by another (different) individual in a position to do so.

Section 19. For those employees to whom this article applies (i.e., consistent with AR 215-3) supervisors will discuss/review and have employee performance ratings approved by reviewer and approving official before the rating is given to the employee.

Section 20. An employee to whom this article applies who has been detailed or reassigned to a position or statement of unclassified duties for more than 120 calendar days will have his/her performance for that period appraised by the supervisor of the detail or reassignment. (This will be in addition to the regular annual appraisal.)

Section 21. Under the situation specified in Section 21 above, the appraising official shall indicate on the appraisal form the level of the employee's achievement for each job element in comparison with established performance standards.

Section 22. The range of ratings for each individual element shall be as stated in AR 215-3.

Section 23. Performance ratings shall be based on performance standards established on the performance plan.

Section 24. The rating official shall furnish a copy of the rating form to the affected employee and the employee retains the right to discuss the matter with the supervisor in a prompt and timely manner. This in no way should be construed as a meeting that the supervisor cannot amend or modify the rating, based on the employee's input after the rating has initially be submitted to the CPAC.

Section 25. The employee shall certify that the rating has been shown to him/her by signing in the space provided for this purpose on the rating form. This signing does not constitute an approval.

Section 26. When an appraisal is made, those documents, if any, used by the supervisor to substantiate a level of achievement less than satisfactory shall, upon request of the employee, be provided to the employee.

Section 27. When regularly scheduled full time and part time employees who have completed the probationary period are alleged to be performing at an unacceptable level, each such employee will be provided a reasonable opportunity to improve his/her performance before formal action is taken to reassign, demote, or separate the employee from his/her position. A reasonable time for regularly scheduled full time employees is defined as normally not less than thirty (30) calendar days. For others, it will be such time as considered reasonable under the circumstances. The parties recognize that: (a) this does not prohibit Management from extending such "performance improvement opportunity periods" (PIOP), (b) nor does it mean that where circumstances warrant, the notice period cannot be shortened due to exigencies of the NAF service.

Section 28. All PIOPs (as referenced in the above section) will be provided to the employee in writing. Affected employees will be provided feedback during the PIOP as warranted under the circumstances. Normally, such feedback will be in writing.

Section 29. At the end of the PIOP, the employee will be reevaluated and if his/her on-the-job performance has not sufficiently improved and corrective action is necessary, the Employer will give the employee a written notice of the proposed corrective action setting forth in detail the basis for the action. Consistent with the provisions of AR 215-3, such notices will be given to the affected employee at least thirty (30) days in advance of effecting the proposed action. A copy of the proposed action may be provided to the Union. Employees will be provided at least seven (7) days in which to respond to the proposed action.

Section 30. The supervisor and/or the CPAC will consider a request from an employee and/or his or her representative for an extension of time for replying to a notice of proposed action or grieving a notice of final decision and may grant such a request if requested in writing by an employee or his designated

representative for valid reasons. An employee or his/her representative may request an extension of time to reply to the notice of proposed action. The deciding official may grant such request if the request is made in writing and made for valid reasons.

Section 31. Only employees who receive below a satisfactory performance rating may file a grievance under the negotiated grievance procedure as appropriate. A grievance may not be filed concerning the identification of major and critical job elements or the establishment and content of performance standards.

## ARTICLE 35

### PROMOTIONS AND DETAILS

Section 1. It is agreed that the Employer will utilize to the maximum extent practicable the skills and talents of its employees. All candidates for a specific vacancy, regardless of source, must be evaluated against the same qualification standards and rating criteria and, as nearly as possible, by the same methods.

Section 2. When a position vacancy is to be filled, it will be accomplished in accordance with governing regulations (e.g., AR 215-3) and this Agreement.

Section 3. Management (i.e., the CPAC) will inform the Union of all intended changes in placement and promotion policies.

Section 4. It is understood that, consistent with AR 215-3, qualification requirements for positions in the pay band system are developed by Management and incorporated in Standard Position Guides. Consistent with AR 215-3, the use of Federal Qualification Standards are mandatory only for positions that have a positive education requirement.

Section 5. Qualification requirements for crafts and trades (CT) positions are contained in AR 215-3. For CT positions not included in AR 215-3, local development of qualifications will be performed by Management.

Section 6. Consistent with AR 215-3, qualification requirements for positions in child care are contained in Caregiving Personnel Pay Program implementation guidance.

Section 7. Employment Categories:

Section 7a. Consistent with AR 215-3, all "Regular" employees, serving in a continuing position on a scheduled basis, are categorized as regular full time (RFT) if the work week is forty (40) hours; or regular part time (RPT) if the work week is from twenty (20) - thirty-nine (39) hours. A position may be designated as RFT - Limited Tenure or RPT - Limited Tenure (i.e., as a "Regular" appointment) where it is known special work requirements exist which will last not less than one (1) year but are non-permanent in nature.

Section 7b. All other types of employment will be categorized as "Flexible." Consistent with AR 215-3, a flexible employee serves in an indefinite position on either a scheduled or on an as needed basis.

Section 8. Vacancy Announcements: All vacancies for regular part-time and regular full-time positions will be publicized as NAF Vacancy Announcements in accordance with Army regulations (e.g., AR 215-3) and this Agreement.

**Section 9.** No announcement is required for positions that are:

- a. Filled through the NAF Referral Program.
- b. Filled by a noncompetitive promotion action covered by Army regulation.
- c. Filled by a former employee with reinstatement eligibility.
- d. Filled from a DA NAFI reemployment priority list.
- e. Repromotion of an employee: An employee may be repromoted 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" reasons.

**Section 10.** Announcements will provide a summary statement of duties, a statement of required minimum qualifications, and, if appropriate, a statement of any special knowledge, skill, ability, and any special physical requirements desirable for effective job performance and to be used for identifying well (i.e., "best") qualified candidates.

**Section 11.** The merit process referenced in this agreement shall be referred to as "USAJOBS". Basic eligibility for consideration will be via submission of an application package, meeting USAJOBS requirements. The application package includes the employee's resume, responses to the assessment questionnaire, and supporting documents specific per requirements of each vacancy announcement.

Employees desiring consideration for a specific vacancy announced for their respective areas of consideration will follow and complete the instructions for submitting the application for each vacancy through <https://www.usajobs.gov/>. Applicants must submit certification via USAJOBS by the closing date of each vacancy announcement.

**Section 12.** Candidates who have applied for the position will be screened to determine basic eligibility and qualification in accordance with Army regulatory selection priorities. Eligible candidates may be further screened on the basis of experience and training appropriate to the position to be filled, records of past performance and conduct, supervisory evaluation for promotion, written tests if appropriate, and possession of special knowledge or skills required for the position. Rating and ranking will normally be accomplished by the CPAC.

**Section 13.** The selecting official may select any of those candidates referred to him/her. The selecting official will document on the referral and selection register, his/her reasons for selection specifically related to knowledge, skill, ability, and personal characteristics necessary for successful performance of duties of the position. The referral and selection register will then be returned to the CPAC. Following regulatory review of the selection, the CPAC will promptly issue official notice to all candidates referred as to their selection or nonselection. Candidates referred to the selecting official will be referred as a group of the "best" or "well" qualified, and not in any particular preferential order.

**Section 14.** Consistent with AR 215-3, an employee normally will be released from his/her position within fifteen (15) days after selection is made for promotion in a competitive action, but in all cases, he/she will be released within a thirty (30) day period after selection.

**Section 15.** The effective date for competitive promotion actions will be the beginning of the first pay period after the action has been properly authenticated by the CPAC.

Section 16. Disputes arising out of the application of all promotion provisions of this Agreement shall be processed in accordance with the negotiated grievance procedure; however, complaints concerning nonselection for promotion from a list properly ranked and certified candidates are excluded from consideration under the negotiated grievance procedure.

Section 17. Temporary promotions may be effected on either a competitive or noncompetitive basis, consistent with the provision of AR 215-3.

## ARTICLE 36

### PAY

Section 1. Purpose. Consistent with AR 215-3 and applicable federal law and regulations, this article outlines local procedures for the administration of pay, to include overtime.

Section 2. Pay System Categories.

- a. NAF (NF) Pay Band System: includes all clerical, administrative, sales, technical services, and managerial, executive professional and personal service positions. Positions in this category are identified as "NF" with pay levels from NF-1 through NF-6. This system does not require a mandatory waiting period for pay increases. The lower pay band rates (NF-1, NF-2, and the minimum for NF-3) are determined by local wage surveys conducted by the DoD Wage and Salary Division. The higher pay band minimums and maximums (the maximum rate for NF-3, NF-4, NF-5, and NF-6) are related to the General Schedule (GS) and the Senior Executive Service (SES) pay ranges. Pay increases for these bands are effective when changes are made to the GS pay scale.
- b. Child and Youth Personnel Pay Program (CYPPP): includes positions in the Child, Youth and School Services that provide direct care and supervision of children are identified as "CY". The CY pay-band system is comprised of two pay levels, CC-I and CC-II. Pay Band CC-I is equal to the hourly rate of the GS-2 step 1 through GS-3, step 10. Pay Band CY-II is equal to the hourly rate of GS-4, step 1 through GS- 5, step 10. The employee will advance to next level noncompetitively upon completion of required training and demonstration of satisfactory performance.
- c. Federal Wage System (FWS): includes positions in a recognized craft or trade, or manual labor occupation. The positions in this category are identified as NA (Worker), NL (Leader), and NS (Supervisor). The pay of these positions is fixed and adjusted annually in line with the rates paid by private employers to full-time employees in wholesale, retail, services, and recreational establishments in the locality of employment. Wage schedules are transmitted directly to installations by the DoD Wage and Salary Division. Within each grade are five steps of increased rates of pay. Upon serving the appropriate waiting period in a step and continued satisfactory performance, an employee will automatically advance to the next higher step and level of pay until the maximum step 5 is reached.

Section 3. Basic Requirements for Pay.

- a. It is understood that all requirements for appointment or assignment to a position, as detailed in AR 215-3, must be fulfilled prior to payment of compensation.
- b. Officially authenticated time and attendance reports are required before payment can be made.

Section 4. Overtime.

- a. Administration of overtime is governed by AR 215-3, applicable federal law and regulations, and this section.
- b. NF and CYPPP pay systems: non-exempt employees will be paid overtime when permitted or allowed to work in excess of 40 hours per week. Exempt employees will not be paid overtime or given compensatory time off unless the overtime pay or compensatory time off is specifically authorized in advance by the employee's supervisor.
- c. FWS pay system: employees will be paid overtime for all hours of work in excess of 8 hours in a day or in excess of 40 hours in the work week, whichever is greater.
- d. Employees may request compensatory time off in lieu of overtime pay. Compensatory time off must be used by the end of the 26<sup>th</sup> pay period after the pay period in which it was earned. If the compensatory time off is not used within the 26 pay periods, the employee will be paid for the earned compensatory time off at the overtime rate that was in effect when earned.
- e. Employees will be required to perform overtime work when necessary to accomplish the mission of the activity, unless the supervisor determines the additional work would impair the health, safety, or efficiency of the employee or cause the employee undue hardship; or the supervisor determines that the employee has a valid excuse for being relieved from overtime duty and the supervisor determines that other arrangements can be made.
- f. Employees selected for overtime work will be given as much advance notice as practicable. Normally, the supervisor will endeavor to notify an employee designated to work overtime on days outside his basic workweek no later than the start of his scheduled lunch period on his last scheduled shift with the basic workweek.
- g. When a regular employee is required to return to his/her place of employment for unscheduled overtime work outside of his/her basic workweek, he/she is entitled to at least two (2) hours of overtime pay each time he/she is called back to duty, even if his/her services are not required for the full two (2) hours. The employee may be released after completing the task for which he/she was called back to perform.
- h. The administration of any necessary overtime work is the function of the Employer. As far as practicable, overtime shall be fairly distributed among the employees within their own work group. The Employer will maintain a record of overtime which will be made available in event of overtime disputes.
- i. The union steward may consult with the supervisor concerning the assignment of overtime in an effort to keep the overtime work distributed fairly among employees insofar as practicable. Supervisors shall not assign overtime work to employees as a reward or penalty. Any complaint or disagreement on the distribution of overtime as contained in this Agreement shall be processed in accordance with the negotiated grievance procedure.

Section 5. Holiday Pay.

- a. Holiday pay may be paid only to regular employees under the following conditions:
- b. An employee who is excused from duty because a holiday falls within their basic workweek and regularly scheduled tour of duty is entitled to their basic rate of pay for

that day.

- c. To be eligible for holiday pay, an employee must be in a pay status immediately before or immediately after the holiday.
- d. An employee who is required to work on a holiday that falls within their basic workweek and regularly scheduled tour of duty will be paid the basic rate plus premium pay at a rate equal to the basic rate of pay for scheduled non-overtime hours. Premium pay for holiday work is in addition to overtime pay, night differential, or Sunday premium pay and is not included in the rate of pay used to compute overtime pay, night differential or Sunday premium pay

#### Section 6. Other Pay Provisions

- a. Pay for date of separation will cover only the time the employee is in a duty status, which includes time spent in complying with clearance requirement.
- b. Pay for date of death will be made for the entire day regardless of the hour of death, provided the employee was in a pay status on the workday immediately preceding the date of death.
- c. Upon death of the employee, payment of unpaid compensation will be made to the beneficiary designated by the employee on DA Form 5521. DA Form 5521, along with DA Form 3434, will be forwarded to NAF payroll office. No payment will be made until the information is provided to the NAF payroll office by the CPAC.
- d. Waiver of overpayment may be authorized when administrative error has resulted in overpayment and there are no indications of fraud, misrepresentation, or lack of good faith on the part of the employee. Such waivers may be approved by the installation commander or his or her designated representative.

### ARTICLE 37

#### PAY FOR PERFORMANCE

Section 1. Eligibility. Consistent with the provisions of AR 215-3 and this Agreement, employees are eligible for awards based on job performance as outlined in the following Sections of this Article. This Article does not apply to employees in crafts and trades positions (NA, NL, and NS) or to employees to which the Caregiving Personnel Pay Program is applicable (CC category).

Section 2. Consideration under this pay for performance policy will be at the time the annual rating is due.

Section 3. Maximum Payout. Increases cannot be made beyond the top level of the pay band of the affected employee.

Section 4. Amount of Award. The Employer and Union recognize that employees at all levels make outstanding achievements and significant contributions to the NAP mission. The Employer and Union agree that it is a mutual benefit to recognize employees who make such achievements and contributions. In furtherance of this stated goal, employees will be recognized for outstanding and excellent performance through awards. Awards linked to annual performance ratings will be as follows:

<u>Rating</u>	<u>Minimum Amount of Award</u>
Excellent	.5 X Higher Headquarters' budgetary Guidance Percentage X employee's salary = award amount
Outstanding	.75 X Higher Headquarters' budgetary Guidance Percentage X employee's salary = award amount

Example: Higher Headquarters' budgetary guidance percentage = 2% of NAF payroll;  
employee salary = \$25,000

Excellent rating:	.5 X 2% X \$25,000 = \$250
Outstanding rating:	.75 X 2% X \$25,000 = \$375

The Employer and the Union recognize and understand that the type of award granted to employees for their outstanding or excellent performance rating is left to the discretion of the Employer and will be made in accordance with AR 215-3 and applicable federal law, rules, and regulations. The type of awards that may be granted include, but is not limited to, salary increase or pay adjustments, cash awards, and time-off awards.

## ARTICLE 38

### BUSINESS-BASED ACTIONS

Section 1. Consistent with AR 215-3, this article provides procedures for effecting reductions and realignments that are necessary to conduct operations in an effective manner.

Section 2. In no case may business-based actions be used to separate, demote, or reduce pay or hours for inadequate performance, or for disciplinary reasons.

Section 3. Business-based actions are non-disciplinary, Management-initiated actions taken to adjust personnel resources with a minimum of disruption to operations. While some NAF activities are not businesses, they still should be staffed in the most economical manner consistent with maximum efficiency. Business-based actions include, but are not limited to:

- a. Reduction in pay rate (NF employee only).
- b. Change in employment category.
- c. Furlough of a regular employee for eight (8) calendar days or more.
- d. Separation.

Section 4. Employees restored to duty through exercise of statutory rights following active military duty are entitled to the retention priorities specified below:

- a. Retention rights for one (1) year. Employees who are entitled to be retained for one (1) year after exercising their reemployment rights under USERRA, Chapter 43 of Title 38, USC will be given priority in retention over other employees until the expiration of the one (1) year period. This includes employees who enlist (other than in a reserve component) and those who were ordered or called to active duty (other than for training or physical examination).

- b. Retention rights for six (6) months. Employees who are entitled to be retained for six (6) months after exercising their reemployment rights will be given retention priority over other employees until expiration of the six (6) month period. This includes members of the Reserve and National Guard reemployed after having served an initial period of active duty for training.

Section 5. An employee with the above retention priority who would otherwise be affected by a business-based action will be temporarily passed over until completion of the statutory retention period, providing the employing NAFI is not dissolved during that period.

Section 6. A transfer of function is the transfer of a continuing function from one NAFI and its addition to one (1) or more other NAFI's or the movement of the function to another commuting area, except when the function involved is virtually identical to functions already being performed in the other NAFI or commuting area. A function is transferred when it disappears or is discontinued at one location and appears in identifiable form at another location.

Section 7. When one (1) or more functions of a NAFI are transferred, regular employees identified with the transferring function will be transferred with the function if the alternative is separation or demotion. If they decline to move, they may be separated without prejudice. A written offer of transfer will be made at least thirty (30) calendar days prior to the effective date of the transfer and a written declination of the offer of transfer will be obtained within fifteen (15) calendar days of receipt of the offer from each employee who declines to move with his/her function.

Section 8. The determination of the positions to be affected and the type of personnel actions to be taken with respect to each of the employees will be made by the head of the activity or his/her designee(s).

Such decisions will be considered the cause for the 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 factors such as employee knowledge, skill, and ability as demonstrated through performance. Where there are no significant differences in performance or any job-related factors, seniority may be used as the basis for selection.

Section 9. Upon identification of the employees to be affected by a business-based action, the basis for the action will be recorded by the appropriate operating official. This record will include:

- a. The business or operational condition that necessitated the reduction or realignment.
- b. The basis used for determining which employees are impacted.
- c. The names of all employees and the actions taken on each.

Section 10. Written notification of the business-based actions will be provided to all affected employee. The notice letter will:

- a. State the action being taken, including position and rate of pay when applicable.
- b. State the reason why the action was necessary.
- c. If the action is separation, include the statement: "This action is non-prejudicial and does not

preclude reemployment."

- d. Advise of severance pay entitlement when applicable.
- e. Advise of loss of retirement and insurance participation when the action being taken is a change from a regular to flexible appointment.
- f. Advise of placement on the local reemployment priority list and HQDA priority consideration system when applicable.

**Section 11.** Notice Periods for Separation Action:

- a. Regular employees will receive a minimum thirty (30) day advance written notice. During the notice period, the employee will remain in a work and pay status to the extent available work and funds will permit. In all cases, however, the employee will be in such status for not less than two (2) administrative workweeks.
- b. Flexible employees will receive a minimum one (1) week advance written notice, all of which will be in a work and pay status.

**Section 12.** Notice Period for Reduction in Pay Rate. This action may only be taken on NF employees and requires a minimum thirty (30) day advance written notice. Reduction in pay rate does not require a change in duties.

**Section 15.** Notice Period for Change in Employment Category. An advance minimum written notice of thirty (30) days will be given when a regular full-time employee is changed to regular part-time or flexible, or when a regular part-time employee is changed to flexible.

**Section 16.** Notice Period for Furlough. Furlough is a non-duty, non-pay status and is appropriate only for regularly scheduled employees. During a furlough period, no type of leave may be used. Advance written notice will be provided that is equal to the length of the furlough up to a maximum of thirty (30) days. For furloughs in excess of thirty (30) days, a thirty (30)-day advance notice is required.

**Section 17.** The record cited in Section 9 of this Article, copies of employee notifications, will be retained by the employing activity for a period of not less than one (1) year.

**Section 18.** In the event an employee is separated by a business-based action, that employee's name will be retained on a reemployment priority list for one (1) year from date of separation. When a vacancy occurs at the same level and duties of his/her position, the employee will be offered the position. If more than one (1) 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/her name will be removed from the reemployment priority list.

## ARTICLE 39

### **DISTRIBUTION OF AGREEMENT**

**Section 1.** Management agrees to provide the Union electronic copies of this Collective Bargaining Agreement.

**Section 2.** Should this labor-management agreement be renewed pursuant to the Duration Article,

electronic copies of this Collective Bargaining Agreement will be provided.

Section 3. Each bargaining unit employees shall be entitled, upon request, to one (1) copy of this Agreement, to be provided by the Employer during the life of this Agreement.

ARTICLE 40

SUPPLEMENTATION OF AGREEMENT

Section 1. This agreement may be reopened for the purpose of negotiating a supplement to the agreement only by mutual agreement of the Parties. The Party who is requesting reopening of the agreement must make its request in writing, accompanied by a list of the Articles and/or issues involved. If it is mutually agreed to reopen the agreement, negotiations will begin within 30 days after that date.

Section 2. Supplemental agreements or amendments to this agreement that are entered into by the parties shall become a part of, and shall terminate at the same time as, this agreement unless otherwise expressly agreed to by the parties.

ARTICLE 41

DURATION OF AGREEMENT

This Agreement will be binding on the parties for a period of three (3) years from the date of approval of the basic Agreement. Either party shall notify the other party at least sixty (60) days, but not earlier than ninety (90) days, prior to the expiration of this Agreement of that party's intent to renegotiate a new Agreement. If either party serves such notice, representatives of the Employer and the Union will meet within sixty (60) calendar days of receipt of the notice and confer as to possible negotiations or other courses of action. If neither party serves timely notice on the other, the Agreement shall be automatically renewed for a period of three (3) additional years.

In witness whereof, the parties hereto have executed this Agreement this 20th day of January, 2015.

FOR MANAGEMENT:

FOR THE UNION:

FMWR Director  
Chief Negotiator

President, AFGE 1922  
Chief Negotiator