

Collective Bargaining Agreement Between
United States Army Garrison Fort Leonard Wood

and

National Association of Government Employees SEIU Local R 14-32

For Non Appropriated Fund Instrumentality

Effective 14 November 2017

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PREAMBLE

In Accordance with (IAW) the provisions of the Federal Services Labor Management Relations Statute FSLMRS (the Statute), the following Agreement is entered into between the United States Army Garrison Fort Leonard Wood, Directorate of Family and Morale, Welfare, and Recreation hereinafter referred to as the "Agency" and the National Association of Government Employees, Local R14-32, hereinafter referred to as the "Union" collectively known as the "Parties."

Throughout the Agreement, a gender-neutral pronoun will be used.

WITNESSETH

In consideration of the mutual covenant herein set forth, the Parties hereto intending to be bound hereby agree as follows:

WHEREAS, it is the intent and purpose of the Parties hereto to promote and improve the efficient administration of the Federal service, the well-being of employees and to provide a means of amicable discussion and adjustment of matters of mutual interest.

WHEREAS, the Union agrees to support the Agency in their efforts to eliminate waste, combat absenteeism, conserve materials and supplies, ensure timely completion of work, improve the quality of workmanship, encourage the submission of improvement and cost reduction ideas, prevent accidents and promote the development of good will among the Parties, employees and the local community.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1

EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT

The Agency hereby recognizes that the Union is the exclusive representative and that this *Agreement* is applicable to the bargaining unit defined as "all employees, both civilian and off-duty military personnel, paid from non-appropriated funds of the Department of Army, United States Army Garrison Fort Leonard Wood, Directorate of Family and Morale, Welfare, and Recreation except: AAFES employees, those employees engaged in Federal personnel work in other than a purely clerical capacity, professional employees, management officials, and supervisors and guards as defined in the Statute.

The Union recognizes its responsibilities in representing, without discrimination, the interests of all employees of the unit with respect to grievances, personnel policies, practices, and procedures affecting their general working conditions.

ARTICLE 2
PROVISIONS OF LAW AND REGULATIONS

In the administration of all matters covered by this *Agreement*, The Parties and employees are governed by:

- a. Existing or future laws and the regulations or appropriate authorities;
- b. Published Agency policies and regulations in existence at the time the *Agreement* was approved; and
- c. Subsequently published Agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher Agency level.

ARTICLE 3
DEFINITIONS

The following definitions of terms used in this *Agreement* shall apply:

- a. *Dispute*. A disagreement between representatives of the Parties on the interpretation or application of terms of this *Agreement*.
- b. *Consultation*. Verbal or written discussion between representatives of the Parties for the purpose of obtaining their views or advising them of pending actions which affect employees in the bargaining unit.
- c. *Grievance*. Any dissatisfaction an employee may have with the terms and conditions of their employment, or disputes the Parties may have concerning the application, interpretation or claim of breach of this *Agreement*.
- d. *Negotiation*. Bargaining of the Parties on appropriate issues relating to terms of employment, working conditions, and personnel policies and practices with the view of arriving at a mutually acceptable position.

- e. *Negotiation Impasse.* The inability of the Parties to arrive at a mutually agreeable decision, concerning negotiable matters, through the bargaining process.
- f. *Regular Tour of Duty.* A tour, which requires service on the same days and the same hours or shift of each administrative workweek.
- g. *Rotating Tour of Duty.* This consists of those regularly scheduled tours, which periodically require service on different shifts. This tour of duty will normally be established for employees whose jobs are directly related to service-type functions which must be performed more than five (5) days a week and cannot be performed during the normal work hours.
- h. *Irregular Tour of Duty.* An irregular tour of duty is any tour of duty established, other than a regular tour of duty.
- i. *Administrative Dismissal.* Administrative dismissal is defined as any period of time during which the Agency dismisses employees, other than Federal Holidays and weekends, for inclement weather or any other unexpected event.
- j. *Appointment Categories.*

(1) *Regular.* A regular employee serves in a continuing position on a scheduled basis. Regular employees are further categorized as regular full time (RFT) if the workweek is 40 hours or, regular part-time (RPT) if the workweek is from twenty (20) to thirty-nine (39) hours. The minimum workweek for an RPT employee is twenty (20) hours.

(2) *Flexible.* A Flexible (flex) employee serves in a continuing position on either a scheduled or an "as needed" basis. Flexible employees working more than thirty (30) hours per week, on a regular and recurring basis for more than seventy (70) calendar days (5 pay periods), may be converted to the appropriate regular appointment. In the event of extenuating circumstances and after prior notification to the Union, exceptions may be excluded from coverage of this section. Summer-hire and seasonally-hired employees will be excluded from the coverage of this section as well as employees who volunteer for additional hours when their regular schedule is less than 30 hours per week.

(3) *Limited Tenure.* To meet special work requirements that will last at least one (1) year, but are known to be non-permanent and will cease to be needed upon completion of a project or a projected period of time, a position may be designated as Limited Tenure. This term is added only to a regular appointment

as either RFT-Limited Tenure, or RPT-Limited Tenure. A clarifying remark as to the expected expiration of the appointment will be entered on the DA Form 3434. Limited Tenure employees have the same entitlement to leave and benefits as do all regular employees

k. *Promotions*. A promotion is a change of an employee to a higher pay grade or band, from within the organization.

ARTICLE 4
MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATION

Section 1. It is agreed and understood that matters appropriate for consultation and negotiation between the Parties are personnel policies, practices and procedures related to working conditions which are within the discretion of the Agency, including but not limited to, such matters as safety, training, labor-management cooperation, employee services, methods of adjusting grievances or appeals, granting of leave, including excused absence, promotion plans, demotion practices, application of pay practices, business based action practices and hours of work.

Section 2.

a. The issuance, continuance, revision or cancellation of rules and regulations governing matters not specifically covered by this *Agreement* are acknowledged functions of the Agency;

b. In issuing, continuing, revising, or cancelling rules and regulations relating to personnel policy procedures, practices and matters of working conditions, the Agency will give due regard and consideration to the obligations imposed by this *Agreement* and the *Statute*.

c. The Agency agrees to meet and confer and/or negotiate with the Union before implementing any changes of the rules and regulations contained in *subparagraph "b"* above.

Section 3. The Provisions of this *Agreement* shall apply to any new Non-Appropriated Fund (MWR/NAF) activities directed by the Agency.

Section 4. Bargaining Procedures. In the event that the Agency proposes greater than *de Minimis* changes in working conditions, the following will apply:

a. The Agency shall notify the Union of the proposed change not less than fourteen (14) calendar days prior to the planned implementation date of the change in working conditions.

b. If the Union wishes to negotiate to the extent required by law over any greater than *de Minimis* change in working conditions, or the impact of such a change, it must notify the Agency of its intent to do so in writing, not later than fourteen (14) calendar days after receiving notice of the proposed change from the Agency, and shall provide written proposals or meet with the Agency within fourteen (14) calendar days after receiving Agency's notice. Failure by the Union to request negotiations within fourteen (14) days shall permit the Agency to implement the change without bargaining.

c. Where the Union has given notice of its intent to bargain over a proposed change in working conditions the Parties will meet and negotiate to the extent required by law. The proposed change shall not be implemented until the Parties have reached an agreement through negotiations or until they have negotiated to impasse. If, however, the Parties are bargaining only over the impact and implementation of a change in working conditions and have not reached an agreement thirty (30) calendar days after the Agency first gave notice of the proposed change; the Agency may implement its last offer. The Parties will continue, however, to resolve the impasse by working with Federal Mediation and Conciliation Services and the Federal Services Impasse Panel. The Union does not waive its right to request the appropriate impasses authorities to require the Agency to return to status quo until such a time that the impasse is resolved in accordance with the statute.

Section 5. On all issues affecting the bargaining unit, the Union and Agency will make reasonable efforts to obtain information from all employees affected by the proposed changes.

ARTICLE 5 **RIGHTS OF AGENCY**

Section 1. Nothing in this Agreement shall affect the authority of the Agency or its designated representatives to:

- a. Determine the mission, budget, organization, number of Employees, and internal security practices; and in accordance with applicable laws:
- b. Hire, assign, direct, layoff or retain employees or to suspend, remove, reduce in grade or pay, or take other personnel action against employees; and
- c. Assign work; and
- d. Make determinations with respect to contracting out; and
- e. Determine personnel by which Agency operations shall be conducted; and
- f. With respect to filling positions, to make selections, or appointments from among properly certified candidates for promotions, or any other appropriate source; and
- g. To take whatever actions may be necessary to carry out the Agency mission during emergencies.
- h. To maintain the efficiency of government operations entrusted to it.

Section 2. Nothing in this *Article* shall impose upon the Agency the obligation to negotiate with the Union on matters with respect to:

- a. The numbers, types, and grades of employees or positions assigned to any organization subdivision, work project, or tour of duty;
- b. The technology, methods, and means of performing work; and
- c. Procedures which management officials observe in exercising any authority under this Article.

Section 3. In making rules and regulations relating to conditions of employment, The Agency shall give due regard and consideration to the obligations imposed by this *Agreement* and the Federal Service Labor Management Relations Statute (*FSLMRS*).

ARTICLE 6
RIGHTS OF EMPLOYEES

Section 1. The Parties agree that employees shall have the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization which has as its primary purpose the betterment of working conditions, or to refrain from any such activity. Except as expressly provided hereinafter and in the “*Statute*”, the freedom of such employees to assist the Union shall be recognized as extending to participation in the management of the organization and acting for the organization in the management of the

Union and acting for the Union in the capacity of a Union Official.

Union membership shall not be encouraged or discouraged by the Agency.

Section 2. The Parties further agree that the rights described in this *Article* do not extend to participation in the management of an employee organization, or acting as representative of any such organization, where such participation or activity would result in a conflict of interest or otherwise be incompatible with law or with official duties of the employee.

Section 3. Any Employee has the right, regardless of Union membership, to bring matters of personal concern to the attention of their supervisor IAW applicable laws, rules, regulations, or established policies and to choose their own representative in statutory appeal procedures.

Section 4. Nothing in the Agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

Section 5. All employees have the right to invoke their Weingarten Rights if during an investigative meeting they feel they could be facing disciplinary action.

Section 6. All employees should be treated in a fair and equitable manner.

ARTICLE 7
UNION REPRESENTATION

Section 1. The Agency agrees to recognize the elected officers and duly designated officials of the Union, and the Union shall keep the Agency advised in writing of the names of its officers and designated officials within 7 calendar days of any change.

Section 2. The Agency agrees that duly elected, appointed or identified Union Officials, working in their regular civilian tour of duty, who are employed in the bargaining unit described in *Article 1* of this *Agreement*, are authorized to use a reasonable amount of time during duty hours to perform the following duties as the representative for employees of the same bargaining unit in organizational areas assigned to them:

- a. Where necessary, to determine the views of all employees and present them to appropriate managers;
- b. To consult with and be informed by management on matters directly related to the work situation; (In the event a response to management's proposal is deemed necessary, reasonable official time will be granted to draw up requests, recommendations, or proposals); and
- c. To get information on, or assistance with grievances from official sources (for example, get copies of witness statements used to support a disciplinary action); and
- d. To present or investigate a grievance IAW the *negotiated grievance procedure* in this *Agreement*.

Section 3. The amount of time allowed depends on the facts and circumstances in each case; i.e., the number and nature of the allegations, the complexity of the supporting evidence, the availability of documents or witnesses. The determination of what constitutes a "reasonable amount of time" for Union representational purposes, will be made on a case by case basis and will be determined in relation to the Union Official's job requirements, and the complexities of the case. In consonance with the above, Union Officials will guard against using time unnecessarily.

Section 4. The Agency agrees that there will be no restraint, interference, coercion or discrimination against Union Officials because of the performance of these duties.

Section 5. In the interest of efficient conduct of Government business and the economical use of Government time, and in order to draw a reasonable distinction between official and non-official activities, those activities concerned with the internal management of the Union, or solicitations of membership, collection of dues, campaigning for Union office, conduction of elections for employee organization officers, and distribution of literature will be conducted outside of normal duty hours. The following procedures will apply to requests by Union Officials to leave the job for representational purposes:

a. Requests for permission to leave the job to perform representational activities stated above will be made to the immediate supervisor (or designee); and

b. The Union Official will obtain approval from their supervisor (or designee) before leaving their work location for the representational duties. Before entering another work area, the Union Official will obtain permission from the supervisor present. If, due to the Agency's mission needs, the Union Official is not permitted to contact the employee, the Union Official will be advised of the reason and the date and time when the employee will be available. Time limits which apply to the representational case being considered will be extended accordingly to accommodate the delay.

Section 6. Consultations between the Parties will be conducted during regular working hours, with reasonable time being granted Union officials without charge to leave, in connection with official consultation or meetings with management officials or for the purpose of drawing up requests or recommendations related to matters as stated in ARTICLE 4.

Section 7. The Agency agrees to recognize the right of the Union to designate Officials. The number of Officials shall be the number reasonably required to assure that all eligible employees of the unit are properly represented.

Section 8. The Union will provide the Agency with names of local Officials. The names of local Officials will be posted on appropriate bulletin boards by designated union officials. The Union will notify the Agency of any change in the roster of Officials.

Section 9. It is further agreed that supervisors will grant permission to carry out the Union Activities described in the preceding *Sections* of this *Article* as soon as is practicable.

Section 10. The Agency agrees that the Union shall be allowed the right of access to the respective managerial and supervisory levels for the purpose of representing employees in the bargaining unit.

Right of access means that managers and supervisors will make themselves available for consultation and/or discussion with duly authorized Union Officials and that managers and supervisors will grant requests for appointments with recognized Union Officials as soon as possible and without undue delay.

Section 11. The Parties agree that both shall make a concerted effort to obtain facts pertinent to problems, complaints or grievances. Further those substantive facts shall form the basis for consultation, discussion and resolution of problems and complaints. Each Party shall be responsible for obtaining sufficient information to invalidate rumors, hearsay, or other unsubstantiated issues before either introduces such information to the other Party.

Section 12. Union Officials shall be permitted access to work sites, excluding Restricted and Limited Access Areas (unless accompanied by appropriate agency designee), and employees for purposes of determining status of implementation of this *Agreement*. Upon arrival at the work area the representative will notify an appropriate management official if one is reasonably available. The management official will grant access to the work site and the time requested by the Union Official provided the work schedule of the employees or the operation of the facility is not unduly disrupted.

Section 13. Upon notification to the Civilian Personnel Advisory Center/NAF Branch, Union Representatives at the National level shall have the right to visit work areas within the installation where members of the unit are employed, excluding Restricted and Limited Access Areas (unless accompanied by appropriate agency designee). It is understood that representatives will not interfere with normal work operation and such contacts will be made initially with management officials or their designee at the work site.

ARTICLE 8

HOURS OF WORK IN BASIC WORK WEEK

Section 1. The Agency retains the right to establish and change tours of duty as required for mission accomplishment.

Section 2.

- a. The administrative workweek is identical to the pay week, beginning at 0001 on Thursday and ending at 2400 the following Wednesday.
- b. Tours of duty for full-time employees will ordinarily(except in emergency circumstances)be scheduled over a period of five (5) consecutive days;

- c. Overtime may be applied to accomplish mission requirements.

Section 3. If work situation requires, employees will be permitted adequate time, after the start of his or her scheduled tour of duty, to procure tools and other equipment before proceeding to their work site and will be allowed adequate clean-up time prior to lunch and at the close of each shift. Such time will be used to secure Government property and equipment in their possession, to clean up and straighten up the work area, and for personal hygiene. The time allowed for clean-up cannot be specifically defined so as to meet all situations. Such time allowed will be considered as time worked for the purpose of computing time worked for the purpose of paying overtime. The time allowed under this Agreement will be limited to the minimum time required to perform the function described above and will not be viewed as, or allowed to become, an additional break period. Management reserves the right to assign other work during the time mentioned above.

Section 4. Whenever a change in the workdays or workweeks in effect is contemplated within any functional work area covered by this *Agreement*, the Agency agrees to consult with the Union prior to making such changes.

Section 5. All scheduled employee's work schedules will be posted at least one pay period in advance and will not be changed without seven days prior notice unless the Agency would be seriously handicapped in carrying out the mission or costs would be substantially increased. Note: Changes to a tour of duty can be made to avoid payment of overtime, night differential, or holiday pay, but in doing so does not waive the advance notice requirement. Any exceptions to this provision will require consultation with the Union prior to making such changes. If requested, copies of all work schedules will be made available to the Union at the time of posting.

Section 6. The Agency agrees that the duly designated Officials of the Union will not have their posted schedules changed unless mission accomplishment requires such change.

Section 7. Meal periods will be given IAW current regulations.

Section 8. Employees will normally be given a fifteen-minute (15) rest and/or personal break during each four (4) continuous hours in a work status of each day. The Agency will make efforts to plan work so as to permit such rest and/or personal break periods. Variations in the workload will be taken into consideration in scheduling these rest and/or break periods. These periods may not, under any circumstances, be consecutive to the lunch periods, and they may not be granted immediately after the beginning of the work day or immediately prior to the close of the workday. Such rest periods will be considered as time worked for the purpose of computing time worked for calculating overtime pay. Under no circumstances will NAFI or official Government vehicles be used to transport employees during rest periods on other than official business.

ARTICLE 9 **OVERTIME**

Section 1. It is agreed that the necessity of overtime work is a function of the Agency.

- a. Overtime assignments will be distributed equitably among qualified employees, who normally perform the work, consistent with workload requirements.
- b. Preference will be given to those employees who are currently assigned to the job. If no currently assigned employees are available, consideration will be given to those other employees qualified to do the job.
- c. If an employee is assigned an overtime assignment, authorized absence will not preclude their working overtime.
- d. The Agency agrees to make every effort to give employees as much notice as possible when overtime is required, and further agrees to give due consideration to the employee's personal circumstances, subject to the paramount requirement of fulfilling the mission of the Agency.
- e. An employee may be excused from an overtime assignment provided they have a legitimate reason and a qualified employee volunteers to take their place. However, if no suitable volunteer is available, the employee will work overtime.
- f. Employees required to perform overtime work shall be compensated IAW applicable laws and regulations.

~~Section 2.~~ When it is necessary for employees to return to work outside of their standard work hours to perform unscheduled work of less than two hours' duration, they shall be paid a minimum of two (2)

hours. Bargaining Unit Employees, non-exempt from FLSA must elect in writing either Compensatory Time-Off at Straight Time Rates or Overtime pay at time-and-a-half rates for all time spent in irregular or occasional overtime work.

Section 3. In cases of emergency, as determined by the Agency, where employees are not informed of overtime assignments prior to the start of the regular shift and are required to work more than four (4) hours beyond the end of the regular shift, an opportunity to obtain food and a scheduled non-compensable lunch period to consume it at the work site will be provided. Access to a government telephone to notify their family that they will not be home at their regular hour will be provided. If the nature of the work is such that it cannot be stopped or interrupted, the Agency will allow the food consumption to be on a work status basis. Scheduled non-compensable lunch periods referred to in this *Section* shall be free from all duty obligations except for immediate and compelling emergencies which arise during the scheduled lunch period. Under these circumstances, employees shall be in a work status immediately upon resuming work.

Section 4. The Agency agrees that records of overtime work will be maintained by the Agency and that such records will be made available for review by local Officials of the Union upon request for a particular need.

Section 5. Employees will not perform overtime work without permission of the Agency. Employees who perform work beyond the period of their scheduled tour of duty and who have been specifically directed by the Agency that they will not work overtime will not be credited with overtime work and will not receive overtime pay for such work.

ARTICLE 10 **SICK LEAVE**

Section 1. Employees shall accrue sick leave IAW with applicable regulations. The Parties recognize the insurance value of sick leave and agrees to encourage employees to conserve such leave so it will be available to them in case of illness.

Section 2. Sick leave will be granted to employees when:

- a. They are incapacitated for the performance of their duties for reasons as provided by sick leave regulations, to include the Family Friendly Leave Act, and the Family Medical Leave Act of 1993; and
- b. When an employee requires use of unscheduled sick leave, they will be personally responsible for notifying their supervisor, or their designee, by telephone or

other means prior to the beginning of their scheduled work shift, if possible, but no later than two (2) hours after the beginning of the shift.

c. Those employees scheduled to perform duties for a specific function such as a bartender, wait staff or child care providers assigned to the Child Development Centers and School Age Center will be personally responsible for notifying their supervisor, or in the absence of the supervisor, the next level in the chain of command by telephone, at least two (2) hours prior to the beginning of their scheduled work shift, consideration will be given to an employee if they are unable to meet this requirement due to an emergency situation.

Section 3. It is agreed that employees desiring medical, dental or optical examinations, or treatment, will be granted the amount of time required on sick leave for this purpose. Employees should request such leave as far in advance as possible.

Section 4. If a supervisor reasonably believes that there is sufficient evidence to indicate that there may be abuse of sick leave by an employee, the employee will be advised that a completed medical certificate will be required for any absence for which sick leave is requested, regardless of the duration. Such notification must be in writing, subject to review within ninety (90) days if the requirement will be continued.

ARTICLE 11 **ANNUAL LEAVE**

Annual leave will be administered IAW current regulations and as further stipulated below:

Section 1. The Agency agrees whenever possible, dependent upon workload and amount of annual leave available to the employee and other local circumstances, to allow employees to schedule two (2) consecutive weeks in each year for time off. To permit scheduling, employees will furnish to their immediate supervisor by 1 February of the current calendar year, their desired dates of leave. In the event of conflicting requests, the employee with the most seniority based on total NAF service time will be granted the leave. It is understood that this application of seniority pertains to scheduling of the initial two (2) consecutive weeks. All employees will be allowed to schedule two (2) consecutive weeks using the seniority procedure before additional schedules are approved. Tentative leave schedules will be made available 1 March of each current calendar year. It is agreed that the scheduling of leave as indicated above applies only to scheduling time off.

Section 2. Changes in the annual leave schedule may be arranged by mutual agreement between the approving supervisor and the employee concerned.

Section 3. It is agreed that annual leave will be scheduled so that employees will not forfeit annual leave. This does not relieve employees of the responsibility of requesting leave sufficiently in advance so as to preclude their loss of annual leave. The Agency will notify employees who are subject to losing annual leave in advance so as to enable them to be able to use it and this is captured on the Leave and Earning Statement.

Section 4. Annual leave, other than that prescheduled for IAW *Section 1* above, will be requested in advance of the absence, except in the event of bona fide emergencies, in which case the employee must notify the supervisor as soon as possible.

ARTICLE 12

LEAVE WITHOUT PAY OR EXCUSED ABSENCE

Employees may be granted Leave Without Pay (LWOP) IAW applicable laws, regulations, and this *Agreement*.

Section 1. Employees who have been elected or appointed to a Union office may apply for periods of LWOP to accept temporary Union positions. The Agency agrees to grant such leave initially not to exceed a period of one (1)-year subject to workload requirements. Renewals for extension of the initial grant will in no case cause a total absence beyond two (2) years.

Section 2. Employees returning to duty from approved periods of LWOP will be granted such rights, privileges, and seniority to which they may be entitled at that time IAW applicable regulations and *Statutes*.

Section 3. Official time not to exceed sixteen (16) hours *per Annum* per union representative may be granted to Union Officials to attend Union training within the scope of the *Statute* and which is of mutual

concern of the Agency. Not more than eighty (80) hours of official time shall be granted during any one (1) calendar year. Regardless of the number of Union officials or representatives participating in such training, a written request for the official time will be submitted at least two (2) weeks in advance, if possible, by the Union to the Director of Civilian Personnel. The request will include information concerning the duration, purpose, location and nature of training. No travel and *per Diem* is authorized.

Section 4. Duty time may be used by employees desiring to review their official personnel folder. Employees will be permitted to do so by making an appointment through their supervisor with the Civilian Personnel Office.

Section 5. In some instances, there may be periods of interrupted or suspended operations which cannot be anticipated sufficiently in advance to permit arranging for assignment to other work, or the scheduling of annual leave. Normally, where twenty-four (24) hours advance notice is given, employees who cannot be assigned to other work will be placed on annual leave or LWOP if no annual leave is available with or without their consent. When such notice is not possible, the following *subsections* apply:

a. The Agency will grant excused absence to employees who are prevented from coming to work or are relieved from work when normal operations are interrupted by events or conditions beyond the control of management or employees for periods of time which the Agency considers not reasonably avoidable. It is understood that those employees in positions with duties essential to mission functions will make every effort, short of endangerment to life and limb, to report for work as scheduled. It is understood that such employees (those in positions with duties essential to mission functions), who are on duty when normal operations are interrupted by events beyond the control of management or employees, will remain on duty until relieved. It is understood that the provisions of this section have application to all days within the workweek.

b. When a determination is made that excused absence is appropriate, employees will be administratively dismissed for not to exceed eight (8) hours and will then be placed an annual leave or at employee's request LWOP for any subsequent continuous absence required beyond eight hours, provided twenty-four (24) hours advance notice is given unless otherwise directed.

ARTICLE 13
HAZARDOUS DUTY PAY

The Parties agree that currently there are no jobs in the bargaining unit entitled to hazardous pay differential or environmental pay differential. If this changes, the Agency will notify the Union and may request to negotiate to add hazardous pay or environmental pay differentials.

ARTICLE 14
CIVIC RESPONSIBILITIES

Section 1. When an employee is under summons to serve on jury or to qualify for jury service or serves as a witness on behalf of any party in connection with any judicial proceeding to which the United States, the District of Columbia, or a State or local government is a party, time lost from their normal working tour of duty will be charged to court leave and they will be paid IAW applicable regulations and as follows:

- a. When an absence for court service is charged to court leave the employee will accept court fees and will turn in all such fees received to the NAF Financial Services, for appropriate disposition. Actual and necessary expenses incident to court service may be retained.
- b. When an employee is called for court service either as a witness or juror, the court order, subpoena or summons will be submitted to the immediate supervisor as far in advance as possible. Upon return to duty, written evidence of attendance of court showing the times and hours, if released by the court for any day or substantial portion of a day, they are expected to return to duty provided such return does not impose a hardship on the employee. Failure to return to duty as provided above may result in a charge to the employee's Annual Leave or to LWOP.

Section 2. Employees Scheduled for work on any election or registration day, and who are eligible to cast a ballot in or register to vote, may, upon request of the employee, be excused without charge to leave or loss of pay as follows:

- a. Where the polls are not open at least three (3) hours either before or after an employee's regular hours of work, they may be permitted an amount of excused absence which will permit them to report for work three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever requires the lesser amount of time off.

b. The employee's request will be made as far in advance of Election Day as possible but no later than the day before and will be directed to the immediate supervisor so that they can make appropriate plans to reschedule their workload.

c. In exceptional cases, when the time limitation stated in *subsection 2(A)* above would provide insufficient time to vote, individuals may be allowed additional time off based on valid justification presented to the supervisor.

Section 3. The parties recognize that local and national health, welfare and emergency relief organizations depend largely upon voluntary contributions from individual citizens who are members of a community and who contribute voluntarily to worthwhile organizations as a part of their personal responsibility as citizens. Campaigns shall be conducted in accordance with appropriate regulations.

ARTICLE 15 **BUSINESS BASED ACTIONS**

Section 1. Business Based Actions (BBAs) are non-disciplinary, involuntary actions taken by management to adjust personnel resources with a minimum of disruption to operations. The Union will be advised of all actions under this article as soon as practical but not later than seven (7) workdays prior to any notice period. BBAs include, but are not limited to:

- a. Reduction in pay rate/grade (for all applicable employees); and
- b. Reduction in hours of work; and
- c. Change in employment category; and
- d. Furlough; and
- e. Separation

Section 2. The determination of the position and facility/program to be affected, and the type of actions to be taken will be made by the Agency prior to initiating any action.

a. When more than one (1) employee is assigned to that facility program and under the same position description on a job, and not all employees are to be affected, the employees on that position description for that facility/program will be ranked to determine the order in which they will be affected. Ranking will be accomplished by seniority and performance. This seniority date will be the date the employee first entered into a position, or the date obtained by subtracting Employees' total previous creditable service from the date they last entered on duty in a position. Additional service credit will be awarded based on an average of the value of the employee's last two annual performance ratings of record (DA Form 3612-R). Satisfactory rating will be presumed in absence of documented ratings.

b. When more than one flexible employee is on a job and not all employees are to be affected, the employees will be ranked by establishing a service date based on all previous NAF service.

Section 3. Upon identification of the positions to be affected, the Agency official initiating the action will record the actions to be taken. This record will include the following:

- a. The business or operational condition(s) that necessitated the reduction or realignment; and
- b. The basis used for determining which positions are impacted; and
- c. The position with names of the affected employees and the actions taken on each.

Section 4. Written notification on all positions will be provided to each affected employee. The notice letter will:

- a. State the action being taken, including position and rate of pay when applicable; and
- b. State the reason why the action was necessary; and
- c. If the action is separation, include the statement: "This action is non-prejudicial and does not preclude reemployment."; and
- d. Advise of severance pay entitlement when applicable; and
- e. Advise of loss of retirement and insurance participation when the

action being taken is a change from a regular to flexible appointment; and

f. Advise of placement on the local reemployment priority list and HQDA priority consideration system when applicable.

Section 5. Notice Periods

a. Separation:

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

b. Reduction in Pay rate. This action may be taken on NF employees and requires a minimum seven (7) calendar day advance written notice for both regular and flexible employees.

c. Reduction in pay level/grade. An NF employee may be reduced in pay level and an NA, NL, or CY employee may be reduced in grade, only in agreement, with a change to the position. A minimum advanced written notice of seven (7) calendar days will be provided all employees.

d. Reduction in hours of work.

- (1) Regular part time employees will be given a minimum seven (7) calendar day advanced notice.
- (2) Flexible employees will be given a minimum twenty-four (24) hours advanced notice.

e. Change in employment category. An advanced minimum written notice of thirty (30) calendar 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.

f. Furlough. Furlough is a non-duty, non-pay status and is appropriate only for regular 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 minimum advance notice is required.

Section 6. Reemployment priority list. Each activity that has separated regular employees by BBAs will retain the employee's names for one (1) year from the date of separation. When a vacancy occurs at the same level and duties of their former position, they will be offered the position. If more than one person is eligible, the individual with the earliest date of seniority will be offered the position. If the individual declines the offer their or name will be removed from the list.

ARTICLE 16

POSITION DESCRIPTIONS AND CLASSIFICATIONS

Section 1. All employees in the bargaining unit shall be permitted to consult with their supervisors on an informal basis for the purpose of reviewing their position description and position guide.

Section 2. The right to appeal or grieve their position, grade and designation is retained by the employee and will be IAW applicable regulations, *Statutes* and laws.

Section 3. When an employee believes their position description does not adequately or accurately describe their continuing duties and responsibilities, they may discuss the matter with their supervisor. During this discussion, they have the right to request Union Representation. The position description and position guide will be reviewed with the employee and upon completion of the review, if found warranted by management, a new or amended position description will be published not later than thirty (30) calendar days from submission. The time limit for this may be extended by mutual agreement of the Parties.

Section 4. In the interest of maintaining morale and good Agency/Employee relations, supervisors should normally refrain from assigning incidental duties to employees which are inappropriate to their positions or to their abilities. This does not preclude the assignment of duties not related to the employee's position description when mission requirements exist or when the employee is formally detailed to another job. Official position descriptions and position guides will be written IAW Department of the Army rules and regulations and any other applicable *Statute, Agreement*, or policy.

Section 5. Inaccurate position descriptions or position guides may be grieved under the provisions of *ARTICLE 24, Section 2(a)*.

ARTICLE 17
JOB PERFORMANCE REQUIREMENT

Section 1. It is the Agency's responsibility to ensure that the employee is informed of performance requirements. Performance requirements for all duties must be reasonable and fair. Therefore, to ensure employee participation in the development and use of performance requirements, the following procedures will be used:

Section 2. Initial Development of Standards

- a. Proposed performance standards and designated critical elements will be developed for each regular appointment. Upon completion of the proposals each employee covered by the proposal will be given a written copy of the proposal.
- b. Supervisors will afford employees the opportunity to discuss performance standards on an individual basis and provide any suggestions or comments they may have.
- c. When the supervisor has completed final development of performance standards and designation of critical elements, and before the plan is submitted to the reviewer, a written copy of the plan will be given to each effected employee. Any employee who disagrees with any part of the plan may submit written comments, within five (5) calendar days of receipt of the plan. Employees will be advised of this right, and be informed as to who should receive the comments.
- d. The employee may grieve the application of a Performance Plan.
- e. Upon final approval by the Reviewer of a performance standards plan, each affected employee shall receive a copy of the Job Performance Planning worksheet.

Section 3. Modification of the plan. Employees or supervisors may at any time suggest changes to the plan. If a change is to be made, the steps outlined in *Section 2*, above will apply to the procedures for making such a change.

Section 4. Performance Appraisals. Appraisals of employees' performance will be carried out as required by applicable regulations. Employees will have thirty (30) calendar days from the date of the employee's signature on the performance appraisal to reply in writing to supervisors written comments about them in annual performance ratings, with the reply to go in their official personnel file.

Section 5. Performance Award: To address the retention of employees and provide a fair equity of compensation; the Agency will offer the following incentives:

- a. Regular and flexible employees in the bargaining unit and identified by the NAF Pay Range for Pay Banding employees (N157/FLW) and Pay Banding employees (N151/LORA) in the grades of NF-01 and NF-02 who are performing at least satisfactorily will receive a three (3) percent pay adjustment of their gross pay each year on their anniversary date of their NAF employment at Fort Leonard Wood for no more than five consecutive years.
- b. Flexible employees in the bargaining unit and identified by the NAF Pay Range for Pay Banding employees (N157/FLW) and Pay Banding employees (N151/LORA) in the grade of NF-03 and NF-04 who are performing at least satisfactorily will receive a three (3) percent pay adjustment of their gross pay each year on the anniversary date of their NAF employment at Fort Leonard Wood for no more than five consecutive years.
- c. Crafts and Trades employees who are performing at least satisfactorily will receive a reassessment of their pay based on the local wage survey.
- d. Child and Youth Services structure or CY Pay Band System for employees who have completed training and achieved competency will be promoted non-competitively to the next level.
- e. Any current regular full time or regular part time Pay Banding employees in the grades of NF-03 and NF-04 who are performing at least satisfactorily can retain the two (2) percent pay adjustment of their gross pay each year on the anniversary date of their NAF employment at Fort Leonard Wood from the date of this contract until their five consecutive year timeframe expires.
- f. All regular and flexible employees in the bargaining unit who have been employed at Fort Leonard Wood over five years at the time of this agreement are not eligible for the incentive.
- g. The Agency may do a cost study to determine if the incentive is effective in reducing employee turnover and increasing wage equity. If the cost study does not show any tangible benefit to the Agency, the Parties may address this matter during midterm bargaining.

ARTICLE 18
DETAILS

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

ARTICLE 19
EMPLOYEE DEVELOPMENT

Section 1. The Agency and the Union agree that employee development is an inherent part of the work situation and is the responsibility of the Agency.

Section 2. Regular Full and Part-Time employees will have an Individual Development Plan drafted by the employee and the annual rater to address training needs and development. The IDP should be generated in conjunction with the performance management review and may be revised at any time. This tool will provide employees with the opportunity to continuously improve in their current job performance and prepare for career growth.

Section 3.

a. Proposed employee training and development policies and procedures to be established within the administrative authority of the Agency will be subject to review and consultation with the Union prior to publication and implementation. When changes in function, organization and mission are pending, it shall be the responsibility of the Agency to plan for maximum retraining of regular employees involved, whenever possible.

b. The Agency and the Union agree that the training and development of employees within the unit will improve the efficiency and effectiveness of the work force.

c. Employees assigned to CYSS will complete their module training in accordance to applicable regulations and policies.

Section 4. The Agency will, within budgetary limitations, provide employees with training and development opportunities, which will enable the employees to do their work more effectively. Such opportunities will be based on the best interest of the Agency and in no instance solely for the benefit of the employee.

Section 5. The Agency will, to the maximum extent practicable, publicize training opportunities for Bargaining Unit Positions, and inform employees how to apply for this training as part of their development process. The Agency agrees to utilize existing qualified bargaining unit employees (BUEs) when training is determined to be necessary for an existing position. Selection for such training will be consistent with applicable rules, regulations, or statutes.

ARTICLE 20 **PROMOTIONS**

Section 1. The Parties agree that the purposes and intent of the promotion policy is to ensure selection from among the best qualified candidates. It is further agreed that this policy must be administered in such a way as to development maximum possible employee confidence and to achieve the purposes of these policies as simply and efficiently as possible.

Section 2. Positions covered:

a. Competitive Promotions:

- (1) Since vacancies will be advertised and all employees who apply under vacancy announcements will be considered for the vacancies, installations are not required to establish promotion plans. The advertising of vacancies as required in AR 215-3, paragraph 2–5 ensures consideration of interested employees. Competitive procedures will be applied when filling a position with known promotion potential by reassignment or transfer. Competitive procedures will be used in filling positions by temporary promotions in excess of 180 days annually.
- (2) The qualifications of candidates will be evaluated by fair and equitable methods. Written tests will not be used, unless necessary to determine the possession of a skill required by the position.
- (3) The qualified candidates will be identified and referred to the selecting official.
- (4) An employee normally will be released by the losing NAFI within 15 days after selection is made for promotion but in all cases within a 30–day period after selection.
- (5) Adequate records will be maintained for a 5–year period after selection to permit full review of the promotion action. Such records ordinarily will

include the vacancy announcement, names of candidates, their resumes, records of the evaluations made, and a copy of the certificate/referral from which selection was made.

- (6) The effective date for promotion actions will be the beginning of the first pay period after the action has been properly authenticated by the servicing CPAC NAF HRD.

b. Noncompetitive promotions: Publicity of vacancies is not required for noncompetitive promotion actions. The following are exceptions to the competitive promotion process:

- (1) Employees serving in trainee, understudy, developmental, or apprentice positions.
- (2) An employee being promoted to the position to which he or she was temporarily promoted or otherwise placed by use of the competitive procedures.
- (3) An employee in a position upgraded on the basis of new position classification standards or for correction of the classification of the position, without significant change in duties or responsibilities.
- (4) Repromotion of an employee who was not demoted for personal cause (see AR 215-3, para 2-4b(2)).
- (5) Temporary promotion not to exceed 180 days.
- (6) Employees in positions meriting reclassification or redesignation to a higher grade or pay band level due to the addition of duties and responsibilities that are the result of planned management action or gradual accrual of duties may be promoted noncompetitively when the following requirements are satisfied:
 - (a) There are no other employees supervised by the selecting official who are performing identical duties (at the same grade or pay band level) to those performed by the employee prior to addition of the duties and responsibilities.
 - (b) The employee continues to perform the same basic function(s) as were in the former position and the duties of the former position are administratively absorbed into the new position.

- (c) The addition of the duties and the responsibilities does not result in an adverse impact on another encumbered position.
- (d) The employee meets all qualification requirements for the position.
- (7) All documents associated with the noncompetitive promotion as a result of applying paragraph 2–26f from AR 215-3 must be maintained as an attachment to the noncompetitive promotion DA Form 3434 in the employee’s eOPF.

c. Vacancy announcements will be posted for a minimum of five (5) calendar days. Positions with high turnover rates will be posted as open and continuous.

d. A copy of all vacancy announcements will be furnished to the Union.

Section 3. Exception to Competitive Procedures.

a. An Employee may be promoted to the highest grade they 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.

b. Temporary promotions may be affected on either a competitive or non-competitive basis (*ref. AR 215-3, Para 2.30, 2.31*).

c. If an employee fails to receive proper consideration in a promotion action and the erroneous promotion is allowed to stand, the employee must be considered for the next appropriate vacancy to make up for the consideration they lost. They may be selected for promotion to this vacancy, in competition with others entitled to the same consideration, as an exception to the competitive promotion procedures. An employee is to be considered as many times under this provision as they failed to receive proper consideration.

d. Permanent promotions may be made in cases described below if the employee was selected by competitive promotion procedures and the fact that the initial selection could lead to promotion was made known to all potential candidates:

- (1) **Developmental Positions.** Promotion of an employee in a developmental position upon the satisfactory completion of the training period.

(2) Position filled at a grade below the established or anticipated grade for reasons such as trying out a candidate.

e. When a position has been upgraded because of the application of new standards or to correct a classification error, the incumbent must be promoted non-competitively unless removed through adverse action procedures if they meet legal and qualification requirements for the higher grade.

f. A non-competitive promotion of an employee whose position is reclassified to a higher grade or to a grade with a higher representative rate because of the addition of duties and responsibilities may be made when the following circumstances are met:

(1) There are no other employees in the unit supervised by the selecting official who are performing identical duties (at the same grade) to those performed by the employee prior to addition of the duties and responsibilities; and

(2) When the employee continues to perform the same basic functions as were in the former position they are administratively absorbed into the new position; and

(3) The addition of the duties and responsibilities does not result in an adverse impact on another encumbered position, such as abolishing the position or reducing the known promotion potential of the position; and

(4) The employee meets all qualification requirements for the position.

Section 4. Post Review. The Agency agrees that Union Officials, shall be permitted to review the actions taken to make promotions to positions covered by this Agreement upon request for a particular need. To facilitate the review, the Agency shall make the following data available:

a. Copy of the vacancy announcement; and

b. The list of job applicants; and

c. The names of eligible applicants who were not considered to be qualified and reasons therefore, so long as confidentiality of restricted information is not compromised; and

d. The names of qualified applicants; and

- e. The names of best qualified applicants; and
- f. The name of the individual selected and the reasons why they were selected; and
- g. An experience and education summary of applicants to the extent credited by rater(s).

ARTICLE 21
SAFETY AND INDUSTRIAL HYGIENE

Section 1. The Agency will exert every reasonable effort to provide and maintain safe working conditions and industrial health protection for the employees, using the Department of the Army regulations as a guide as well as adhering to any OSHA regulation. The Union will cooperate to that end and encourage all employees to work in a safe manner. The Union shall bring to the attention of activity safety officer all unsafe conditions that cannot be resolved at the shop level.

Section 2. The Union will be notified as much in advance as possible of Occupational Safety and Health Advisory Council meetings and will be allowed to send a representative.

Section 3. The Agency agrees to furnish protective clothing and equipment IAW Department of the Army regulations. Personal protective clothing and equipment necessary but not particularly restricted to safety equipment will be provided by the Agency. Protective clothing and equipment will be utilized on the job when such items are necessary to protect personnel from occupational disease or injury. All personnel, to include visitors, when entering an area that has been designated as hazardous, will wear appropriate protective items such as safety glasses or goggles, hearing protectors, hard hats, etc. Employees are encouraged to suggest additional or new protective clothing or equipment or the modification of existing equipment to their supervisors.

Section 4. The Agency will continue to provide proper emergency medical support (First Aid) for employees while on work status at the Installation.

Section 5. The Agency will provide safe and adequate transportation to employees required to use government vehicles getting to work site from check-in point. Drivers of government vehicles will be instructed to limit the number of passengers seated in the vehicle to the seating capacity of the vehicle. Trucks that are normally used to transport personnel will be provided with safety ladders, hand railing and adequate seating equipment and covers.

Section 6. An employee is encouraged to call to the attention of the Agency conditions in a work area which tend to become a hazard to the health or safety of the employees. The Agency must investigate such complaints and correct them if a deficiency exists. The employee should have no fear of reprisal.

Section 7. The Agency will provide adequate and clean toilet facilities as near to the work site as is reasonably possible. Male and Female employees shall not be expected to use the same toilet facilities when sufficient facilities are available. Trans-Gender employees may use either male or female facilities depending on which they identify with. In those instances, where separate facilities are not available (or economically feasible) a locking or securing device will be present on the inside portion of the door.

ARTICLE 22

CIVILIAN ASSISTANCE SERVICES

Section 1. Alcoholism and drug abuse are defined as illnesses in which the employee's job performance is impaired as a direct consequence of the abuse of alcohol or drugs. Accordingly, it shall be the goal of the Parties to reduce absenteeism and abuse of sick leave through early intervention and prevention of alcohol or other drug abuse.

Section 2. The Parties recognize alcoholism and drug abuse as a treatable health problem and agree to promote programs designed to keep employees informed of the inherent dangers of alcohol and drug abuse. In this regard, the Union will fully support and assist in encouraging employees to respond positively to the program and attend assigned training.

Section 3. The Agency will establish and administer an alcohol and drug abuse program IAW appropriate *Statutes* and Army regulations. The designated services available are the Army Substance Abuse Program (ASAP) and the Employee Assistance Program (EAP).

Section 4. Employees who suspect they may have an alcohol or drug abuse problem, even in the early stages, may voluntarily seek initial counseling and information on an entirely confidential basis by contacting the installation Army Substance Abuse Program (ASAP) Program Coordinator. Employees may also be identified and referred for screening by the ASAP Program Manager, by their supervisor, a CPAC Specialist, a physician or another appropriate source.

Section 5. Disciplinary actions for poor job performance or conduct related to problem drinking or other drug abuse will be taken IAW applicable regulations, statutes and laws.

Section 6. Employees will be authorized leave in accordance with applicable regulations to obtain treatment and rehabilitation in approved rehabilitation programs. Approved rehabilitation programs will include treatment programs under a licensed Doctor of Medicine, Doctor of Osteopathy or a physician who is serving on active duty in the uniformed services and designated by the uniformed services to conduct examinations or treatment of this type. Approved rehabilitation programs will also include treatment programs under a person providing health services who may or may not be a medical doctor, but who is certified by a national organization and licensed by a state to provide the services in question.

Section 7. Employees may also be referred to the Employee Assistance Program for confidential screening, short term counseling and referral services for a wide range of other personal issues. The EAP may provide non-disciplinary procedures by which an employee may be offered assistance.

ARTICLE 23 **DISCIPLINARY ACTION**

Section 1. All disciplinary action must:

- a. Be based on actions necessary for efficiency of the NAFI; and
- b. Be consistent with regulations

Section 2. Formal Disciplinary Actions. It is understood that disciplinary actions involving formal letters of reprimand and suspensions of fourteen (14) days or less, when contested, will be resolved commencing with the first step of the grievance procedure and may progress through the arbitration process.

- a. In all cases of advance notice of proposed disciplinary action, the employee will be furnished an extra copy of the proposal which they may present to the Union if they desire.
- b. A decision on a notice of proposed action will be rendered in a timely manner after considering the employee's response or after the suspense date established for such a response in the event the employee does not respond.

c. Advance notice of at least seven (7) calendar days will be given to employees facing disciplinary action between an official reprimand and a 14-day suspension.

d. An employee who receives written notice of a proposed formal disciplinary action will be given an opportunity to answer the notice either personally or in writing, or both. The employee may furnish any and all reasons why they believe the action should not be taken. The employee may furnish witness' statements and affidavits in support of their reply. An employee may not be represented by a member of the Civilian Personnel Advisory Center or a member of the employee's servicing Equal Employment Opportunity staff in preparing and presenting the reply.

Section 3. Informal disciplinary actions.

a. Informal disciplinary actions may be taken by the supervisor on their own initiative in situations of minor nature involving alleged violations of a rule, regulation, standard of conduct, safety practice, or authoritative instruction. The employee will be advised of the specific infraction or breach of conduct and the date the incident occurred. The employee will be permitted to explain their conduct or act of commission or omission.

b. Informal disciplinary actions may be recorded on the employee record maintained by the supervisor. It is recognized that good personnel management requires discussion with employee(s) concerning detrimental entries in a file maintained by the supervisor.

Discussions will be held, with employee(s) concerned, prior to entries in their file.

Employee(s) will initial records to indicate discussion has taken place. Initialing does not indicate agreement but merely signifies that a discussion has taken place.

c. Informal disciplinary actions are subject to the negotiated grievance procedures or authoritative instruction.

ARTICLE 24 **GRIEVANCE PROCEDURE**

Section 1. The purpose of this *Article* is to prescribe a mutually acceptable procedure for the prompt, fair and equitable settlement of grievances. It is understood that reasonable efforts will be made by the Parties to resolve issues at the lowest levels possible. Unresolved issues should progressively be addressed up the chain of command.

a. An employee grievance is defined as any complaint concerning any matters relating to:

- (1) The employment of the employee; and
- (2) The effect or interpretation, or claim of breach of this Agreement; and
- (3) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment which are within the administrative discretion of the Agency.

b. Exclusions. This grievance procedure may not be used to obtain consideration or decision on the following:

- (1) Action taken under the provisions of *AR 215-3, chapter 17*. Pertaining to the security program; and
- (2) Matters accepted by the Inspector General or Auditor General for review; and
- (3) Allegations of discrimination which might be acceptable under EEO guidelines for acceptance of complaints of a protected class; and
- (4) Personnel actions voluntarily requested by the employee; and
- (5) Granting or not granting a performance, incentive, honorary, or any other discretionary award; and
- (6) Adopting or not adopting a suggestion or invention; and
- (7) The content of published policy applicable to NAF employees provided the Union has been furnished a copy of said policy; and
- (8) Wage schedules established by appropriate authority; and
- (9) Non-selection for appointment or promoting from a properly constructed referral list; and
- (10) Reassignment to a position at the same rate of pay and appointment category; and

- (11) Separation for disqualification as stated in *AR 215-3, paragraph 2-12h and 2-12j*; and
- (12) Separation for abandonment of position; and
- (13) Any matter which has its own review or appeal procedure stated as part of its regulatory provisions;
- (14) Release of information and records from Army files (*AR 25-55*); and
- (15) Separation during probationary period; and
- (16) Separation from flexible appointment unless the employee has been on the rolls of the NAFI for at least one (1) year; and
- (17) Management decisions regarding budget workload, organization, and mission which result in a BBA; and
- (18) Any claimed violation of 5 U.S.C 7121, subchapter III, Chapter 73
- (19) Retirement, life insurance, or health insurance; and
- (20) A suspension or removal under 5 U.S.C 7532; and
- (21) Any examination, certification, or appointment; and
- (22) The classification of any position which does not result in the reduction in grade or pay of an employee.

c. Should an employee or group of employees in the unit initiate a grievance or complaint involving the interpretation of published Agency policy, provisions of law or regulations of appropriate authority outside the Agency, the following procedures will apply:

- (1) Processing of the grievance in the formal steps will be delayed not to exceed forty-five 45 calendar days from the date of the receipt of the grievance at the formal step for an employee grievance; or receipt of an alleged violation

of the contract by the Union when the Agency seeks an interpretation of the questioned policy, regulation, statute and law.

(2) In securing this interpretation, the Agency will forward its inquiry to the proponent of the regulation in the Department of the Army for review. Requests for interpretation of matters external to the Department of the Army will be forwarded to the Office of the Deputy Chief of Staff for Personnel, Director of Civilian Personnel, Department of the Army, Washington D.C. 20310, for review and interpretation. A copy of the request will be served simultaneously upon the Union.

(3) Processing of the grievance may resume upon receipt of the interpretation or on the forty-sixth 46th day following receipt of the grievance as specified in *sub-subsection 1* above. Nothing in this Agreement will prohibit mutual agreement to extend the above time limits.

(4) Upon receipt of an interpretation, the Agency will promptly provide the Union with a copy.

d. Disputes over what is subject to this procedure will be resolved through the arbitration process. Arbitration may be invoked at the second step of the grievance procedure when either Party alleges that an issue is excluded from the negotiated grievance procedure. If the arbitrator determines that the matter in question should be subject to the negotiated grievance procedure of this Agreement, the grievance shall be decided by that arbitrator without further resort to the provisions of this Article.

Section 2. Policy. The Parties agree that normal day-to-day discussions between employees and supervisors are the most constructive means of developing effective work relationships. This procedure provides a means for the orderly consideration and resolutions of questions concerning the interpretation and application of the Agreement, which are not or cannot be handled to the employee's satisfaction through these regularly established contacts.

a. It is the policy of the Agency that all employees will be treated fairly and equitably in all respects and those who feel that they have not been so treated have the right to present their grievances to the appropriate management official(s) for prompt consideration and equitable decision. In exercising this right, the employee or their representative(s) will be unimpeded and free from restraint, coercion, discrimination or reprisal.

b. Grievances raised by employees or the Union must be filed within thirty (30) calendar days after the act, or specific incident giving rise to the grievances, becomes known. This time limit may be extended by mutual consent of the Parties. Exceptions

to this are employees who are incapacitated or are in TDY status. Upon return to duty, such employees will be allowed the additional days to make up the requirement of fifteen (15) calendar days maximum.

c. In no event will an employee grievance be rejected at step 1 or step 2 of the grievance procedure for reasons of not complying with any of the time requirements set forth in this Article. Only at step three (3) may a grievance be rejected for failure to comply with such time requirements.

d. Rejection of a Union grievance filed under Section 10 of this Article for failure to meet the time requirements set forth in Section 2c, of this Article must be accomplished by the written decision letter required by Section 10 of this Article.

Section 3. Procedure.

a. Step 1 – Informal Decision.

- (1) In the event of a complaint or grievance from employees covered by this *Agreement*, the matter shall first be presented to the immediate supervisor by the aggrieved employee or their designee. After careful consideration of the dissatisfaction, a decision will be given to the employee within five (5) administrative workdays.
- (2) If no satisfactory settlement is reached at this level, the employee, or his designee, shall reduce the grievance to writing within five (5) administrative workdays of the receipt of the decision of immediate supervisor, or their designee, stating "the exact nature of the grievance and the corrective or remedial action sought, and it shall be presented to the immediate supervisor.

b. Step 2 – Formal Grievance.

- (1) The employee's grievance shall be directed through command channels by the immediate supervisor to the appropriate director.
- (2) In the event the grievance is not resolved through the chain of command, the appropriate director or their designated representative will meet within five (5) administrative workdays of the date the written grievance was submitted to the immediate supervisor with the aggrieved employee, and/or their designated representative, the immediate supervisor and the division chief or their designees. If no representation is to be used, the Union will be notified of the time of the meeting at least two (2) administrative workdays

in advance so it may, if it desires, have an observer present. A memorandum for the record of the discussion will be prepared by the appropriate management official, briefly summarizing the grievance, the consideration accorded it, the conclusions reached and the course of action decided on during the discussion. A copy of the memorandum will be furnished to all Parties concerned within three (3) administrative workdays of the date of the meeting(s).

c. Step 3. In the event an acceptable solution was not reached as the result of the second step, upon written request of the employee, or his designee within five (5) administrative workdays of receipt of the memorandum required by the second step, the Garrison Commander shall meet within five (5) administrative workdays of receipt of the grievance with the following persons in an attempt to reach a satisfactory resolution of the grievance or dispute: the aggrieved employee, and/or their designee, and the concerned director. If no representation is to be used, the Union will be notified of the time of the meeting at least three (3) administrative workdays in advance so it may have an observer present if desired. The Garrison Commander's decision will be rendered on the grievance within seven (7) administrative workdays from the date the meeting(s) were held. Copies of the decision will be furnished to all concerned Parties. Should the decision be unsatisfactory, arbitration can be invoked by either of the Parties with no employee approval required in accordance with Article 24 of the Agreement.

Section 4. The time limit in this Article may be extended only by mutual agreement between the Parties, if circumstances warrant an extension.

Section 5. Any witnesses requested by the employee who are under the jurisdiction of the Department of the Army, and whose presence is necessary to the development of facts may be called. If, because of distance or similar factors, it is impractical to require the presence of a witness, necessary information will be obtained by an affidavit. Each witness will be advised they are expected to provide full and complete information and that they will not be subjected to any restraint, coercion, discrimination or reprisal as a result of participation.

Section 6. Employees participating in a grievance will be considered to be in a duty status during such participation if they are otherwise in a duty status at that time. The Grievant shall have a reasonable amount of official time to prepare or aid in the preparation of their step 2 grievance and subsequent grievance steps and any resulting appeals or other actions.

Section 7. Employees and/or their representatives, will, upon request, be furnished any properly requested information from official records, which has a bearing upon

their grievance. In addition, they will be provided full access to and, where feasible, extracts or copies of all relevant regulations and official directives.

Section 8. Failure on the part of the Agency to answer grievances within the time limits prescribed in each step of the grievance procedure shall permit the employee and/or the Union to refer the case to the next step of the procedure.

Section 9. If an employee resigns, dies, or is separated by any action other than removal before decision is reached on a grievance being processed under the terms of this Agreement, and no compensation issue is involved, action will be stopped and all interested Parties will be notified that because of the separation, the case is being closed without a decision. A copy of this notification will be made a part of the case record and provided to the union by the Agency.

Section 10.

a. Grievances arising from alleged violations of this Agreement by either Party will be reduced to writing and submitted to the Garrison Commander by the President of Local R14-32 (or their designee) if initiated by the Union, or to the President of Local R1432 (or their designee) by the Garrison Commander or their designated representative if initiated by the Agency.

b. The Garrison Commander, and the concerned director, if desired, and two other individuals, and the President of Local R14-32 (or their designee) with no more than three (3) Union Officials, will meet as soon as possible, but in all cases, within five (5) administrative workdays to discuss the grievance. In any event, there will be no more agency officials present at such a meeting than there are union officials present except by mutual agreement. If the grievance is not settled by this method, either party may invoke the arbitration procedures described in Article 24 of this Agreement.

c. Nothing in this Section will preclude either Party from attempting to settle such grievances informally at a lower level using Alternative Dispute Resolution and such efforts are encouraged. A written decision will be rendered within ten (10) administrative workdays of the meeting date. In those instances, where the grievance relates to an identifiable employee(s) the grievance shall be processed IAW Section 3b of this Article.

Section 11. When several employees have an identical grievance, management will call the affected employees and the appropriate Union Officials together and request one individual case be selected for processing under this Article. They will be told, if they agree, that the decision on the case selected will be binding on all other identical cases. If an employee refused to participate in any agreement reached, such refusal

shall not affect said employee's right to process a grievance individually. If the test case procedure is agreed to and used, all affected employees will be kept advised of the progress of the pilot grievance. The test case procedure is not applicable in any situation where individual qualifications of the aggrieved employees would be required to decide the issues.

ARTICLE 25 **BINDING ARBITRATION**

Section 1. The Union has fifteen (15) administrative workdays after the receipt of the final decision made in Step 3 of the Grievance Procedure, to request arbitration of the matter. The grieving party has fifteen (15) administrative workdays after receipt of the decision required by Section 10 of Article 24 to request arbitration over the matter, and should include a detailed description of the matter(s) it wishes to identify as the alleged violation in its written request.

- a. Within ten (10) administrative workdays after receipt by either Party of the request for arbitration the Parties shall meet for the purpose of reaching an agreement on the selection of an arbitrator. If agreement cannot be reached, the Parties may request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) impartial persons qualified to act as arbitrators.
- b. The Parties shall meet within three (3) administrative workdays after the receipt of such list to "Strike Arbitrators" the Agency's representative and the Union's representative shall each strike one arbitrator's name from the list of five and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator.
- c. Grievances that have been chosen for arbitration, and that are the same or substantially similar, shall be consolidated for arbitration. The arbitrator's subsequent decision shall then be binding on each party of the consolidated grievances.
- d. The method to be used in arbitrating the grievance or dispute is under the arbitrator's jurisdiction and control, subject to such rules and procedures as the Parties may jointly prescribe. The arbitrator may establish their own awards, which shall be reasoned, and write their own opinions based on the record established. The Arbitrator may not delegate this duty and responsibility to others, in whole or in part, without the knowledge and prior consent of both Parties. The power of the arbitrator may be exercised in the absence of either Party who, after due notice, fails to be present or obtain a postponement. The award of the arbitrator, however, must be supported by evidence presented. It cannot be based solely upon the default of one of the Parties. Arbitration hearing transcripts may be made at either Party's election and at the requesting Party's expense. The Parties may jointly agree to an arbitration

hearing transcript in writing prior to the hearing. If so the expenses will be shared under subsection H of this Article.

e. The award shall be made not more than thirty (30) days from the date of the closing of the hearing, or the receipt of a transcript and any post hearing briefs, or if oral hearings have been waived, then from the date of receipt by the arbitrator of the final statements and other evidence, unless otherwise agreed upon by both Parties.

f. The arbitration hearings will be held during the regular day shift hours of the normal basic workweek. The aggrieved, not more than two (2) Union Officials, and any employee witnesses who have direct knowledge of the circumstances and factors bearing on the case shall be excused from duty to participate in the arbitration proceedings without loss of pay or charge to Annual Leave.

g. The arbitrator's reasoned award shall be mailed to the Agency and the Union.

h. The cost of the arbitrator's fees and expenses shall be borne equally by the Parties, provided that the Agency's portion of the expenses, including travel, does not exceed that authorized by applicable regulations. The Parties share equally the expense of any mutually agreed upon services considered desirable or necessary in connection with arbitration proceedings.

i. The Union may request elimination of previously requested arbitration at any time prior to the arbitration hearing. Such a choice is binding upon the Union. In such cases the decision rendered by the deciding official in step three of the negotiated grievance procedure shall be accepted as final unless it has been subsequently modified and the modified decision, which shall be final, has been transmitted to the Union.

Section 2. The arbitrator's award is binding to both Parties except that either Party may file exceptions to the award with the Federal Labor Relations Authority under regulations prescribed by the Authority and Department of the Army.

Section 3. Arbitration may be invoked only by the Parties after all efforts have been exhausted to resolve any dispute.

ARTICLE 26 **WORKER/MANAGEMENT RELATIONS**

Section 1. The Parties shall give their wholehearted support to the principles set forth in current standards of conduct for civilian personnel. Non-appropriated Fund employees are DOD employees for the purposes of the DOD Joint Ethics Regulation.

Section 2. Supervisors are expected to treat all employees under their supervision in a fair and equitable manner and to conduct their operations in a manner, which will show proper regard for the dignity of their subordinates.

Section 3. Supervisors will not require subordinates to render any personal service to the supervisor not connected with official duties.

Section 4. The responsibility for sound worker-management relationships is not unilateral. The obligation to provide a work environment that is pleasing and conducive to high worker morale has been recognized as evidenced in this *Collective Bargaining Agreement*. In return, the following reasonable and proper demands are made upon members of the bargaining unit. They will render a full day's work for a full day's pay; perform at a level of efficiency which is commensurate with their aptitude, training and experience; serve as an example to the world that non-appropriated fund employees are loyal to the fundamental democratic principles as adopted in the Constitution and laws of the United States; maintain an attitude of respect, but not subservience, toward those vested with management responsibility; and observe the spirit as well as the letter of the laws and regulations promulgated to govern their official conduct.

ARTICLE 27

USE OF OFFICIAL FACILITIES AND SERVICES

Section 1. The Agency agrees to provide reserved space on appropriate bulletin boards of minimum 18 inches by 22 inches for the posting of union notices and similar informational material. The Union agrees that literature posted or distributed must not violate any law, the security of the installation, or contain scurrilous or libelous material. In addition, the posting or distribution of material relating to partisan matters or material which reflects upon the integrity or motives of any individual, another employee, and organization or upon the Federal Government will not be permitted. All costs incident to reproduction and preparation of the Union material shall be borne by the Union. In addition, bulletin boards are parts thereof are furnished for the convenience of the Union, which is solely responsible for its material. The Agency does not vouch for the accuracy or authenticity of the Union information, nor does appearance of material on the board constitute endorsement by management.

Section 2. The Agency agrees to provide space for the use of the employee and their Union representative that will afford privacy to prepare a formal grievance or appeal.

Section 3. Management agrees to provide the Union a single hard "paper" copy and one (1) electronic copy on a Compact Disc of this contract. The Union will provide the paper for the initial reproduction of the contract. The Union will be responsible for

distribution to the bargaining unit members. Additional copies will be printed at each party's expense.

Section 4. The Agency agrees to inform new employees in the bargaining unit of the recognition afforded Local R14-32, National Association of Government Employees. The Union will furnish management with an information letter, subject to management review and concurrence, to be given to new employees in the bargaining unit.

Section 5. Employees will be allowed to use government telephones to make or receive emergency calls. In work areas where there are no phones with off post capabilities, the employee shall be allowed to leave the area to one nearby. All such phone calls will be at the employee's expense.

Section 6. The Agency will furnish the Union access to all Army regulations and the *OPM* regulations and operating manuals. The Agency will furnish a copy of all Fort Leonard Wood Civilian Personnel Regulations. The Agency further agrees to provide a copy of relevant portions of regulations upon a written request from the Union under 5 USC Section 7114(b) (4).

Section 7. The Agency agree to provide suitable office facilities for exclusive use of NAGE Local R14-32 for maintenance of Union files and as a meeting place for NAGE officials and employees covered by this Agreement. It is understood that the use of such facilities could be curtailed in the event future mission requirements dictate and a shortage of office space exists on the installation. Except for provision of suitable office space and utilities (heating, electricity and water), no expense will accrue to the United States Government as a result of this Agreement. It is further agreed that a license to NAGE Local R14-32 to use certain property on Fort Leonard Wood, Missouri, mutually agreed to by both parties will be executed.

ARTICLE 28 **EMPLOYEE BENEFITS**

The Agency agrees to pay all benefits IAW all appropriate regulations, statutes, policy, or agreements.

ARTICLE 29 **DUES WITHHOLDING AGREEMENT**

Section 1. The Agency agrees that employees in the non-appropriated fund bargaining unit as certified by Department of Labor, Case No. 623831 (RO), may authorize payment of dues to the Union through payroll withholding. Deductions for individually authorized allotments will become effective the first full pay period after an

authorization, properly completed and signed, is received in the NAF Personnel Office, forwarded to Non-Appropriated Fund Financial Services. Standard Form 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues will be used by employees to authorize the allotment.

Section 2. The Union agrees that it is responsible for:

- a. Purchasing and distributing Standard Form 1187 to members of the unit.
- b. Certifying the amount of payment of dues to be withheld in a biweekly figure.
- c. Notifying the Agency in writing when a member for whom deductions are being made ceases to be a member in good standing.
- d. Forwarding completed authorizations through the Civilian Personnel Office to the Non-appropriated Fund Financial Services.

Section 3. The Parties further agree that:

- a. Allotments will be discontinued when an employee dies, retires, is separated from the Installation, or leaves the unit as a result of other personnel actions.
- b. Employees may revoke their allotment by completing Standard Form 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues, and submitting it to the NAF Personnel Office; Dues withholding may be revoked after the employee has been on dues check-off for a period of one year; Following this one-year period revocation will be effective the beginning of the first pay period following 1 March of each year.
- c. A change in the amount of an allotment may not be made more than once each 12 months.
- d. Dues withholding will not include initiation fees, special assessments, back dues, fines, or similar items.
- e. Remittance of dues withheld will be made to Comptroller, Fiscal Officer, National Association of Government Employees, P.O. Box 104, Ft. Leonard Wood, MO 65473. Check and listing will be forwarded to NAGE National Office, Quincy, MA. It will be accompanied by a Union Dues Deduction Report, a copy of which will be furnished to NAGE Local R14-32, containing the following:

- (1) Identification of the labor organization; and
- (2) Payroll period; and
- (3) Activity name; and
- (4) Names of employees and amount deducted; and
- (5) Names of employees from whom deductions have not been made and reason therefore; i.e., LWOP revocation of allotment, separation, transfer, etc.

Section 4. The Union agrees to refund any dues payment erroneously deducted from employees' earnings and forwarded to the union by the Agency unless such erroneous payment of dues is due to the agency failing to process the SF1188 in a timely fashion.

ARTICLE 30 **PROBATION**

Section 1. Probationary Period.

- a. Each regular full time or part time employee receiving an initial appointment is required to serve a Probationary period of one (1) year. Appropriated Fund Service in a non-temporary position is creditable when the movement to NAF employment occurred subsequent to 1 January 1987 and without a break in service greater than three (3) days.
- b. Probationary evaluations for new employees will be discussed with the employee at least 30 days prior to the end of the probationary period.

Section 2. During the probationary period the employee's conduct and performance in the duties of the position will be observed and he or she may be separated if conditions warrant such action as indicated below:

- a. An employee may be separated during the probationary period if they fail to demonstrate that they possess the skills or character traits for satisfactory performance in the position. Each employee should receive a fair trial period in the position but no definite time limits can be set.

b. A discussion with the employee will be held concerning the specific reasons which led to the conclusion that they are an unsatisfactory employee. Within three (3) days of this discussion, a record of the discussion will be prepared and placed in the employee's official personnel folder, and a copy will be given to the employee. A reasonable length of time will be allowed after the discussion to determine whether the employee has improved.

c. If it becomes apparent, after a full and fair trial, that the employee's conduct, general character traits or capacity is not such as to fit them for satisfactory service, action must be initiated to separate them. Separation action should be taken as soon as the facts that support the decision to separate the employee have been established and will be initiated in time to give the employee an advance notice of seven (7) calendar days before the proposed effective date of separation unless their retention on active duty might:

- (1) Result in damage or loss of property; or
- (2) Be detrimental to the interest of the activity; or
- (3) Be injurious to the employee; their fellow workers, or the general public. Circumstances described in sub-subsections 1, 2, and 3 above require no advance notice, however, the Agency is still obligated to administratively pay the employee IAW AR 215-3.

d. The advance notice will be in writing and signed by the management official who made the decision to separate the employee. The notice will include the reasons for termination and the effective date of the action. The notice may be prepared by the appropriate Agency official and in all cases must be approved prior to the dispatch. The notice will:

- (1) Contain enough factual information (as distinguished from conclusions) about the employee's performance, conduct, or character traits to make the basis for action clear.
- (2) Inform the employee that they have the right to reply in person or in writing, and will provide the name and address of the person to whom their or her reply is to be sent, and will inform them that to be considered, the reply must be received at least two (2) working days before the proposed separation date.

ARTICLE 31
PRODUCTIVITY

Section 1. The Parties recognize that productivity growth is a key to the maintenance of good competitive position and stability of the work force.

Section 2. It is agreed that more efficient use of labor and resources will result in increased productivity. To this end, the Parties agree to make every effort to reduce waste, conserve materials, safeguard employee's health, prevent accidents, discourage unplanned absences, and encourage on the job improvement and suggestions for higher efficiency through practical and mutually beneficial means.

Section 3. The Parties are committed to identifying, correcting, and eliminating instances of waste, fraud, and abuse on Fort Leonard Wood. Every individual has a positive duty to assure that government property including equipment, supplies, material, and manpower are used only for official purposes. It is not the prerogative of individual employees to determine that a particular violation of prescribed supply procedures is justified by a particular mission. The Union will publicize annually with the bargaining unit its commitment to identifying, correcting, eliminating, and reporting waste, fraud, and abuse and provide a copy of this publicity to the Agency.

ARTICLE 32
DURATION AND CHANGES

The Parties agree that they had full and complete opportunity to raise any and all issues and matters during negotiations and this agreement represents the entire agreement between the Parties. There are no side agreements, or understandings, expressed or implied, other than those embodied in this Agreement.

Section 1. The effective date of this Agreement will be either the date approved by the Defense Civilian Personnel Advisory Service or the thirty first (31) day after execution if the agreement is neither approved or disapproved by the head of the agency. This Agreement shall remain in full force and effect for three (3) years from the date of approval. Signature of the appropriate officials of the parties will be affixed to the negotiated Agreement after conclusion of negotiations.

Section 2. The Agreement shall automatically be renewed for three (3) years on the anniversary date, and each three (3) years thereafter unless written notice is given, not less than sixty (60) days and not more than one hundred five (105) days prior to the anniversary date, by the Party desiring to amend the agreement to the other Party. In the event notice is given, the Parties shall begin negotiations within thirty (30) days. If negotiations are not completed by the expiration date or if there is a delay pending

decision of an appeal or another administrative matter, this Agreement will be automatically extended until a new Agreement is negotiated except for those provisions inconsistent with laws or regulations.

Section 3. The termination of this Agreement, as provided herein, shall not in and of itself serve to terminate the exclusive certifications of the employee organization under the applicable regulations and the Statute (FSLMRS)

Section 4. No amendments or modifications to the present contract will be negotiated during the life of the Agreement except as set forth below and in Article 4, Section 4.

a. At least sixty (60) but not earlier than one hundred five (105) calendar days prior to the eighteenth (18th) month anniversary date from the effective date of this Agreement, written notice of a desire to negotiate will be submitted to the other Party. This notice will include a summary of the proposed amendments and a requested date for negotiations no earlier than thirty (30) days from the date of the letter. No changes other than those proposed by either party within this time frame will be considered. Counter proposals may be submitted at any time before or during such negotiations.

b. The Parties will then meet at mutually agreeable times to negotiate.

Section 5. This agreement is further subject to opening as follows:
Amendment(s) may be required because of statutory changes or Executive Orders which occur after the effective date of this Agreement. In such event, the parties will meet for the purpose of negotiating changes that will meet the requirements of such laws or regulations. Such amendment(s) as agreed to will be duly executed by the Parties and become effective upon approval by Defense Civilian Personnel Advisory Service (DCPAS) or the thirty-first (31st) day after the date of execution of the Amendment by the Parties if the Amendment has been neither approved or disapproved by that date.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement on this 23 day of October, 2017.

For the Union:

NAGE Local 14-32, Trustee

For the Agency:

Col, LG, Commanding

Director, Family and Morale, Welfare and Recreation