

NEGOTIATED AGREEMENT  
BETWEEN  
HEADQUARTERS, UNITED STATES ARMY  
TRAINING CENTER  
AND FORT JACKSON  
Fort Jackson, South Carolina  
And  
LOCAL 1909  
AMERICAN FEDERATION OF  
GOVERNMENT EMPLOYEES (AFGE)  
For  
NONAPPROPRIATED FUND EMPLOYEES  
Fort Jackson, South Carolina

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## **PREAMBLE**

Pursuant to the policy set forth in Civil Service Reform Act, 1978 and subject to all applicable statutes and regulations issued by the Office of Personnel Management, Department of Defense, higher echelons within the Department of the Army, and other Federal agencies authorized to implement the Civil Service Reform Act, 1978, the following articles constitute an Agreement by and between the Nonappropriated Fund Activities of the United States Army Training Center and Fort Jackson, Fort Jackson, South Carolina, as described in Article 1, hereinafter referred to as the Employer and Local No. 1909, American Federation of Government Employees, AFL-CIO, hereinafter referred to as the Union.

## **ARTICLE 1**

### **Recognition, Coverage and Definitions**

Section 1.1 The Employer hereby recognizes that the Union has been granted exclusive recognition for all the employees in the bargaining unit and the Union hereby recognizes the responsibilities of representing the interests of all such employees of the bargaining unit without discrimination on the basis of race, religion, color, sex, age, lawful political affiliation, marital status, national origin, or handicapping condition, and without regard to Union membership or lack of membership, subject to the express limitation set forth below.

Section 1.2. The membership of the bargaining unit to which this Agreement is applicable is defined as indicated in U.S. Department of Labor Certificate of Representative, Case No, 40- 5751 (RO), dated March 21, 1975, as amended by joint petition dated 23 March 1993. The recognized bargaining unit includes all regular, regular - limited tenure, and flexible employees, including off-duty military personnel in any of the foregoing categories, employed by the Nonappropriated Fund Activities, Fort Jackson, South Carolina.

Section 1.3. Excluded from the bargaining unit are all management officials and supervisors; employees engaged in Federal personnel work in other than a purely clerical capacity; employees of the Army and Air Force Exchange and flexible employees with appointments of less than 120 days and professional employees.

Section 1.4. For the purpose of this Agreement, "consultation" is defined as mutual discussion of policies, programs, and procedures related to working conditions of members of the Unit which are within the authority of the Employer for the purpose of obtaining Union views before the Employer takes final action.

Section 1.5. For the purpose of this Agreement, "Negotiation" is defined as good faith bargaining between an Employer and a Union with objective of reaching an agreement with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws, regulations, and published Department of the Army policies.

Section 1.6. As used in this agreement the masculine gender pronoun "he" will be construed to include both male and female personnel unless otherwise expressly so stated.

## **ARTICLE 2**

### **Governing Laws and Regulations**

Section 2.1. In the administration of all matters covered by the Agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published agency policies and regulations in existence at the time the Agreement was approved; and by 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 and the Civil Service Reform Act (CSRA), 1978.

Section 2.2. Should any part of the Agreement become invalid by reason of any subsequent modification of laws and regulations of outside authorities, including decisions by the Federal Labor Relations Authority, such invalidation of such part of the Agreement shall not invalidate the remaining portions of the Agreement which shall remain in full force and effect.

Section 2.3. In administering this agreement, it is further understood by the parties that information that is to be disclosed from a system of records shall be subject to the Privacy Act of 1974, and the Freedom of Information Act of 1975.

## **ARTICLE 3**

### **Matters Appropriate for Consultation and Negotiation**

Section 3.1. It is agreed that the Employer and the Union, through appropriate representatives, shall meet at reasonable times and confer in good faith with respect to personnel policies and practices and matters affecting conditions of employment so far as may be appropriate under applicable laws and regulations, published agency policies and regulations for which a compelling need exists under criteria established by the Federal Labor Relations Authority and which are issued at the agency headquarters level or at a level of a primary national subdivision, a national or other controlling agreement at a higher level in the agency, and CSRA, 1978. Matters for negotiation including I&I bargaining include but are not limited to: safety, training, labor-management relations, employee services, methods of adjusting grievances, granting of leave, promotion plans, demotion procedures and hours of work.

Section 3.2. Impact and Implementation Bargaining Procedures. In the event that the Employer proposes changes in conditions of employment which involve management rights reserved under Section 7106 of the Federal Services Labor-Management Relations Statute or which are otherwise not negotiable, the Union is entitled to impact and implementation bargaining in the event such changes have more than a minimal

impact on bargaining unit employees. The following procedures shall apply with regard to negotiations concerning I&I bargaining (Sections 7106(b)(2) and (3) of the Statute) of these changes:

a. The Employer shall notify the Union ten calendar days or more prior to the planned implementation date of any proposed change in conditions of employment, giving the Union seven calendar days from the date of notification to request I&I bargaining.

b. If the Union does not request I&I bargaining within the seven-day time limit, the Employer may implement the change.

c. If the Union requests bargaining within the time limit, negotiation will commence not later than ten calendar days from the initial date of notification. The Union will furnish counter proposals as soon as possible but not later than the tenth calendar day after the initial date of notification. Such proposals will be limited to identifying procedures and appropriate arrangements for employees who are adversely affected.

d. If, after 30 calendar days from the date negotiations commence, an agreement has not been reached on I&I bargaining proposals, the Union agrees that the employer's last offer may be implemented. The Employer agrees to continue negotiations in good faith and to proceed, if necessary, through mediation by the Federal Mediation and Conciliation Service and through resolution of any impasses by the Federal Service Impasse Panel. The Employer further agrees to retroactively apply any procedures for implementation and appropriate arrangements for employees adversely affected which are negotiated by the parties or imposed upon them by the Panel unless such retroactive application would result in undue disruption of activity operations.

Section 3.3. It is recognized that this Agreement is not all inclusive and the fact that certain conditions of employment have not been specifically covered in the Agreement does not lessen the responsibility of either party to meet with the other for discussion and exchange of views in an effort to find mutually satisfactory solutions to matters not covered by this Agreement.

## **ARTICLE 4**

### **Rights and Obligations of the Employer**

Section 4.1. Subject to Sections 4.3 and 4.4 of this article, nothing in this Agreement shall affect the authority of the Employer or any representative of the Employer to determine the mission, budget, organization, number of employees and internal security practices of the agency.

Section 4.2 The Employer retains the right, in accordance with applicable laws and regulations:

a. To hire, assign, direct, layoff and retain employees or to suspend, remove, reduce in grade or pay or take other disciplinary action against such employees.

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

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

(1) Among properly certified candidates for promotion;

or

(2) Any other appropriate source; and

d. To take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 4.3. Nothing in this article shall preclude the Employer and the Union from negotiating at the election of the Employer, on the number, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of doing work.

Section 4.4. The right to make rules and regulations shall be considered an acknowledged function of the Employer. In prescribing regulations relating to personnel policies and practices and working conditions, the Employer shall have due regard for the obligation to meet, confer, and/or to negotiate to the extent not inconsistent with any Federal law or any government-wide rule or regulation; but in no case shall this provision open those areas of Section 7106 b(l), Title VII, to negotiation unless the parties expressly agree to do so.

Section 4.5. Provisions of this agreement which name tasks to be performed by specific personnel (i.e., supervisors, EEO Officer, etc.) or organizations (CPO, etc.) merely serve to acknowledge an existing practice and do not constitute an attempt to restrict the statutory right of the Employer to assign tasks to other personnel. It is recognized that the Employer retains the sole discretion to assign work and to determine who will perform the function discussed.

## **ARTICLE 5**

### **Rights and Obligations of Employees**

Section 5.1. Each Unit employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided in Title VII, such right includes the right:

a. To act for the Union in the capacity of a representative and the right, in that capacity, to present the views of the Union to heads of agencies and other officials of

the executive branch of the government, the Congress, or other appropriate authorities, and

b. To engage in collective bargaining with respect to conditions of employment through Union representatives chosen by Unit employees.

Section 5.2. Nothing in this Agreement shall require a Unit employee to become or to remain a member of the Union, or to pay money to the Union except pursuant to a voluntary written authorization for the payment of Union dues through payroll deductions as set forth in Article 8 of this Agreement.

Section 5.3. Each Unit employee has the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate management officials in accordance with applicable laws, rules, regulations, and established policies and is not precluded from exercising grievance or appellate rights established by law, rule, or regulations, except in the case of a negotiated grievance or appeal procedure.

Section 5.4. The Union will accept all eligible employees as members of the Union without discrimination because of race, color, creed, national origin, sex, age, preferential or nonpreferential status, political affiliation, marital status, or handicapping condition.

Section 5.5. Consistent with Title VII, nothing in this Agreement shall authorize participation in the management of a labor organization or acting as a representative of a labor organization by an employee if the participation or activity would result in a conflict or apparent conflict of interest or would otherwise be incompatible with law or with the official duties of the employee.

Section 5.6. Each new employee hired to a position in the Unit shall be advised at the time of hiring that the Union has exclusive recognition and of his right to join or to refrain from joining the Union if he so desires. The employee will also be furnished a copy of this Agreement and advised as to the name of the appropriate steward for his work area.

Section 5.7. Upon request, an employee will be authorized at the earliest convenient time to review his personnel file. The employee may be assisted by his steward or designated Union representative as authorized in writing by the individual.

Section 5.8. An employee normally has the right to be represented by a steward assigned to the employee's work area. When the Union has not appointed a steward in the employee's assigned work area, the employee desiring representation may request the Union to identify other stewards or individuals occupying elected positions who are available for representation duties.

## **ARTICLE 6**

### **Rights and Obligations of the Union**

Section 6.1. The Union is entitled to act for or represent the interest of, either collectively or individually, all employees of the Unit described in Article 1, consistent with the specific terms of this Agreement.

Section 6.2. The Union recognizes the responsibility of representing the interests of all employees within the Unit it represents without discrimination and without regard to labor organization membership consistent with this Agreement and Title VII.

Section 6.3. Except as otherwise provided in Article 7 of this Agreement, a representative of the Union shall be given the opportunity to be present at any formal discussion between a representative of the Employer and one or more employees in the Unit concerning any grievance or any personnel policy or practices, or other condition of employment. The right of the Union to be present during such discussions shall be subject to necessary requirements as to security and confidentiality of information. The right of Union representative to be present does not apply to informal day to day matters or to matters of personal nature to the employee in discussions between an employee and his supervisor. Further, a representative of the Union shall be given the opportunity to be present at any examination of an employee in the Unit by a representative of the Employer in connection with an investigation if:

- a. The employee reasonably believes that the examination may result in disciplinary action against the employee, and
- b. The employee requests representation.

Section 6.4. The Employer recognizes that the Union is the exclusive representative of the employees in the Unit and that no other organization will be treated and dealt with as the exclusive representative.

Section 6.5. Nothing in this Agreement shall be construed as abrogating the Union's right to communicate with its membership, the public, public officials, or other parties; right to oppose actions the Union believes to be contrary to the interest of the employees it represents.

## **ARTICLE 7**

### **Union Representation**

Section 7.1. The Employer agrees to recognize the officers, duly authorized representatives, and stewards duly designated by the Union.

Section 7.2. The Employer agrees to grant a reasonable amount of administrative time to the Unit employee designated by the Union as the point of contact for nonappropriated fund activities. Such employee will request such time from his immediate supervisor.

Section 7.3. The Union may designate a number of stewards not to exceed a total of 10 primary stewards, plus 3 stewards-at-large for a total of 13 stewards. It is understood that a number of these 13 stewards may be designated to serve in specific areas in the event a steward is absent from work in that area.

Section 7.4. The Union will endeavor to select stewards who possess qualities of leadership and responsibility and who will deal with employees and management in a manner that inspires confidence and respect. The Union will properly orient and indoctrinate stewards with respect to Title VII CSRA as well as the provisions of this Agreement.

Section 7.5. The stewards shall normally represent the interests of the employees in their assigned areas concerning work related matters. They may investigate and discuss employee complaints, grievances and appellate reviews (where authorized) with employees who have pertinent knowledge of the matter at hand and with appropriate management officials for the purpose of contributing to the resolution of such on-the-job problems. Reasonable time during working hours will be granted stewards who are Unit employees for these activities subject to other pertinent provisions of this article. Stewards shall be allowed to give full and complete consideration and assist in processing to completion any complaint or grievance found to have merit. A steward desiring to discuss a work-related matter with an employee shall first obtain the permission of his own supervisor and also obtain permission from the employee's supervisor before interrupting the employee's work. The supervisor's permission will normally be granted in the foregoing instances unless mission requirements cause a delay. It is understood that any management caused delay will extend time limits for grievances by an equal number of hours. An employee desiring to leave his job to discuss an appropriate matter with a steward shall obtain his supervisor's permission before doing so, and will report his return to work to his supervisor. Contacts between employees and stewards will normally take place in the immediate vicinity of the employee's assigned work area. To expedite the processing and resolution of complaints and grievances, immediate supervisors will make prompt arrangements for requested meetings between employees and stewards which shall be held as soon as possible.

Section 7.6. During such granted absence, the Union representative will confine his activities to the conduct of that matter for which approval of temporary absence was requested and return directly to his work area upon completion of the matter at hand. If the representative's official activities cannot be concluded within the estimated time of absence, he shall contact his immediate supervisor and request additional time and be governed accordingly. He will personally notify his immediate supervisor of his return to duty.

Section 7.7. Appropriate stewards or Union representatives who are employees in the Unit will be permitted reasonable time during working hours for attendance at meetings with management officials of the Employer. Stewards, chief stewards and Union

representatives who are employees in the Unit shall report to and obtain permission from the appropriate supervisor at least one day in advance whenever they desire to leave assigned work for the purpose of participating in any meetings or discussion referred to in this section, and shall report back to their supervisor at the time they return to the job.

Section 7.8. The Employer authorizes non-local Union representatives to visit the installation to carry out the functions which come within the scope of their responsibility provided that on their initial visit they present to the Civilian Personnel Officer proper credentials, satisfy requirements controlling admission of visitors to this installation, and advise the Civilian Personnel Officer of the purpose of their visit. Subsequent visits by the same individual may be satisfied by advising the local Union officials of the potential visit who, in turn, will notify CPO. Such visits shall be confined to those functions authorized by controlling regulations and procedures and this Agreement. Union representatives who have received proper clearance from the Civilian Personnel Officer will schedule consultation and visits with any activity official which they are to contact in advance and during regular working hours at mutually convenient times.

Section 7.9. The Union is entitled to have an observer at any Unit employee's formal grievance or EEO complaint hearing. The attendance of an observer at an EEO hearing is subject to the determination of the examiner that there is a direct connection between the complaint and the Union. If the employee is being represented by the Union in such proceeding, the representative if a Unit- employee may be on official time. If the repre-sentative is not a Unit employee, the observer if a Unit employee may be on official time.

Section 7.10. The Union shall be given the opportunity to be represented in formal discussions between the Employer and employees concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the Unit. This right to be present does not extend to informal discussions of personal problems between an employee and supervisory officials. The Employer agrees that the Union representative if a Unit employee will be given an opportunity on official time to review the file of any grievance or appeal prior to any scheduled meeting or hearing.

Section 7.11. There shall be no restraint, interference, coercion or discrimination against a Union representative because of the performance of his duties,

Section 7.12. The Union shall furnish the Employer, in writing, and maintain on a current basis, a complete list of its officers and stewards, showing the organizational segment in which they are assigned representational responsibilities.

Section 7.13. In order to draw a reasonable distinction between official and non-official activities, those activities concerned with organizing efforts and the internal management of the Union<sup>1</sup>, including but not limited to the solicitation of membership, collection of dues, or other assessments, circulation of authorization cards or petitions,

solicitation of signature and dues withholding authorization, campaigning for Union office, and distribution of literature may not be conducted within regular working hours nor within the work area of the employee involved.

## **ARTICLE 8**

### **Allotment of Dues**

Section 8.1. The Employer agrees to make regular and periodic dues deductions from the pay of members of the Union subject to the following provisions.

Section 8.2. The Union shall be responsible for:

- a. Procuring Standard Form 1187 (Request for Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues).
- b. Distributing copies of SF 1187's to its members.
- c. Educating eligible employees as to the program for allotment of dues, its voluntary nature and the availability and uses of the required forms.
- d. Certifying SF 1187's completed by eligible employees as to the amount of dues.

Section 8.3. The following allotment procedures will apply:

- a. The Union will distribute SF 1187's, educate its members in the use of the form, insure that the member's payroll and social security numbers are entered on the form and process completed voluntary requests for its members.
- b. The Union's Treasurer will certify on all SF 1187's the correct amount of regular dues of eligible employees to be deducted each bi-weekly pay period.
- c. The Union will deliver completed SF 1187's and other pertinent documents to the NAF Personnel Office.
- d. Allotment deductions will take effect during the first full biweekly pay period after a properly executed SF-1187 has been received and processed by the Central Payroll Office.
- e. The Union will notify the Employer in writing within five (5) days when an employee ceases to be a member in good standing, and the allotment for such employee will be terminated at the beginning of the first full pay period after receipt of notice in the Central Payroll Office.
- f. An allotment shall be terminated when the employee leaves the Unit as a result of any type of separation, transfer or other personnel action; upon loss of exclusive recognition by the labor union; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DOD; when the employee

has been suspended or expelled from the labor union; or when the employee voluntarily cancels his dues deduction allotment.

g. Normal deductions will be made by the payroll office for all biweekly pay periods. Dues allotments will be withheld from sick leave payments 1 but not from lump sum leave payments.

h. The Central Payroll Office will remit dues withheld to the Union. A check will be made payable to the local Union. It will be forwarded to the President, Local 1909, AFGE. It will be accompanied by a Union Dues Deduction Report containing the following:

- (1) Identification of employee organization.
- (2) Payroll period.
- (3) Dues-paying employee's name and social security number.
- (4) Names of dues paying employees from whom no deductions have been made.

Section 8.4. The Employer agrees that they will notify the Union within 5 days when a revocation of an allotment is received from an employee.

Section 8.5. The Employer agrees to maintain a supply of the forms provided for use in revoking an allotment (SF 1188), in the NAF Personnel Office, such form to be available to employees upon request.

Section 8.6. An employee may voluntarily revoke an allotment for the payment of dues at any time by completing a SF 1188 and submitting it to the NAF Personnel Office for transmittal to Central NAF Payroll Office. Other written notification, signed by the employee, will also be accepted. Revocation will not be effective until the first full pay period beginning one calendar year after the date the employee signed the authorization. Thereafter, such revocation will not be effective until the first pay period following any successive anniversary date provided the form or request is received no later than such anniversary date. The Employer will provide notification of the revocation to the Union. The carbon copy of SF 1188, when completed by the employee, can be used for this purpose.

Section 8.7. The Union agrees to forward to the NAF Personnel Office within five (5) working days after receipt, any written revocation of allotment which is received by the Union.

Section 8.8. The Union agrees that the amount to be withheld shall be the amount of the regular biweekly dues, exclusive of initiation fees, assessments, back dues, fines and similar charges and fees. Allotment deductions will be made by the Central NAF Payroll Office each pay period in the biweekly amount shown on the SF 1187. If the amount of regular dues is changed by the Union, the Central NAF Payroll Office will be furnished

written notification signed by the President of Local 1909, AFGE, that the membership has approved such change and the amount of new deductions to be withheld. The effective date of such change shall be the beginning of the first full biweekly pay period after receipt and processing by the Central NAF Payroll Office of the change notice, unless a later date is specified by the Union.

Section 8.9. In order to avoid erroneous deductions of dues, the Employer agrees to notify the Central Payroll Office when an employee leaves the bargaining Unit as the result of promotion to a supervisory position.

## **ARTICLE 9**

### **Hours of Work**

Section 9.1. The administrative work week for employees of NAF activities consists of seven consecutive days, beginning at 0001 hours on Thursday and ending at 2400 hours on the following Wednesday.

Section 9.2. The Employer agrees to schedule employees, where possible, to work the same hours each day of the work week. Where irregular shifts are required, such shifts shall be rotated as equitably as possible among the employees determined by management to be qualified to perform the work. Management will make every reasonable effort to schedule all full-time employees for five consecutive eight-hour work days. However, when required for mission accomplishment, employees may be required to work six consecutive days. Management will make every reasonable effort to insure that rest days, or days off, will be consecutive.

Section 9.3. It is agreed that tours of duty will be established for all full-time and part-time employees. All tours of duty will be posted two weeks in advance covering at least one administrative work week. Schedules showing tours of duty will be clearly posted on all official bulletin boards in the affected area. The Union will be notified when changes are made in regularly established tours of duty. Activity chiefs may alter work schedules to meet operational requirements when unforeseen circumstances make advance scheduling impractical.

Section 9.4. Meal Periods.

a. It is agreed that non-compensated lunch periods will be indicated on the work schedule and will normally be 45 minutes in duration. During these meal periods, employees will be entirely free of duty.

b. When the nature of an employee's duties requires that he remain at his duty station, the employee will be authorized a total of twenty (20) minutes during a designated period in which he may have his meal. The employee will be paid for the on-the-job meal period. On-the-job meal periods will be authorized only when it is not reasonably practical or economical to provide a normal meal period. No employee will be required to work more than six (6) hours in any workday without a period for his meal.

c. It is agreed that Desk Clerks and Telephone Operators in the Billing Branch on first shift, Monday through Friday except holidays will have a 30 minute unpaid lunch period. On holidays and weekends the first shift will have a 20 minute paid lunch period. The second and third shifts, all days including holidays and weekends, will have a 20 minute paid meal period. During any paid meal periods, telephones and desk visits must be answered.

Section 9.5. The Employer agrees that when time clocks are used, they will be located in areas convenient to the employees so that accurate records of time worked may be maintained. It is further agreed that employees will clock in at the beginning of the shift and clock out at the end of the shift and that the hours of work correctly reflected on the time clock or computerized cards will be the basis for determining the hours worked.

Section 9.6. When an employee fails to report for a scheduled tour of duty and subsequently appears for duty, the employee may be allowed to work the remainder of the scheduled shift, provided there is no increase in the Employer's labor costs.

Section 9.7. Short rest periods during the daily tour of duty will be permitted by the activity commander when such periods are beneficial or necessary to the activity and meet one or more of the criteria set forth below. Rest periods; when granted, will not exceed 15 minutes during each four (4) hours of continuous work and will not be scheduled in conjunction with a meal period. The criteria are:

- a. Protection of the employee's health by relief from hazardous work.
- b. Relief of fatigue caused by continuous physical exertion or work performed in confined spaces which limits personal activities.
- c. Increased efficiency of production will result.

## **ARTICLE 10**

### **Overtime**

Section 10.1. The Employer reserves the right to assign overtime. However, in the exercise of this right, the Employer agrees that the assignment of overtime will be based on factors which are reasonable, equitable, and which do not discriminate against any employee or group of employees.

Section 10.2. All non-exempt employees occupying craft and trade positions shall be paid one and one-half times the employees' basic hourly rate for all hours worked in excess of eight hours a day or forty hours per week. All employees occupying non-exempt NF and CC pay band positions shall be paid at one and one-half times the employees' basic rate of pay for all hours worked in excess of forty hours per week.

Section 10.3. Opportunity for overtime will be afforded as equitably as possible among employees with comparable job skills in each organizational element as far as the character of the work will permit. As a general rule, first consideration for overtime will

be given to employees currently assigned to the job. Second consideration will be given to other employees qualified to do the job.

Section 10.4. Necessary pertinent information concerning overtime hours worked and that offered but not worked will be maintained and will be made available for review, when requested, to employees and/or the appropriate stewards to aid in resolving specific complaints concerning overtime distribution.

Section 10.5. Compensatory time in lieu of overtime pay is not authorized for NAF employees other than those Pay Band employees identified as "exempt" who are engaged in a bonafide executive, administrative or professional capacity as defined in the Fair Labor Standards Act, as amended, and those employees who may elect to work compensatory overtime subject to approval by the Installation Commander for the purpose of taking time off without charge to leave when religious beliefs require absence from work during certain periods.

Section 10.6. The immediate supervisor will notify those employees, if possible, at least one day before the overtime is scheduled. It is recognized that in some cases little or no advance notice may be possible. Employees will not be required to work overtime against their expressed desire, so long as full requirements can be met by other qualified employees willing to work. Normally, such employee shall not be offered overtime again until his name is again reached on the overtime list.

Section 10.7. Employees who are required to work overtime in excess of four hours in their work shift shall, if desired, be given a nonpaid lunch period.

Section 10.8. Any employee who is called back to work on unscheduled work time outside of and unconnected with his scheduled hours of work shall receive at least two hours call-back pay, including authorized shift differential and/or premium pay to which entitled. In order to qualify for call-back pay, an employee who has been called back must remain at the work-site, available to perform his normal duties, for the two hour period, unless released at an earlier time by the responsible supervisor.

Section 10.9. If a Unit employee is delayed in reporting for an overtime assignment, for reasons acceptable to the supervisor, he shall not be denied the remainder of the overtime assignment, provided a need for his services still exists. If an employee who has been assigned overtime cannot report for the assignment due to illness or emergency, that employee shall notify the responsible supervisor.

## **ARTICLE 11**

### **Holidays**

Section 11.1. All Regular employees in the NF Pay Bands shall be entitled to all holidays which are now or may be in the future prescribed by applicable law or Executive Order, Any regular employee whose services are not required by the Employer on any holiday established by Federal statute or Executive Order may be

excused from duty for that day without charge to leave and those excused will be entitled to holiday benefits in accordance with applicable regulations.

Section 11.2. Employees in craft and trade and CC Pay Band with a regular tour of duty, except those in a leave without pay status, assigned either to rotating or regular shifts, who are prevented from working due to the observance of a legal holiday will receive base pay for the number of hours normally scheduled to be worked on the day on which the holiday is legally observed,

Section 11.3. All eligible employees must be in a pay status the workday before the holiday or the workday following the holiday to be eligible for holiday pay.

Section 11.4 Employees in the NF Pay Band with a regular appointment, craft and trade and CC Pay Band with a regular tour of duty working on a holiday will receive the same pay as they would normally receive on a regular work day, plus the pay to which they would be entitled for the holiday.

Section 11.5 Holiday work assignments, when necessary, shall be rotated among employees of an activity in such a manner as to provide equitable treatment to those who prefer to be excused on a holiday as well as those who prefer to perform duty. Special attention shall be given to equitable rotation of primary holidays such as Thanksgiving, Christmas and New Year's Day.

Section 11.6. Employees shall be advised of scheduled work requirements at the earliest practical date before the holiday.

Section 11.7. Activities which are normally closed for all or part of the Christmas and New Year holiday season will establish a liberal leave policy for those employees desiring leave. Employees who are ineligible to accrue leave but who desire time off will be granted leave without pay. Activity chiefs will make every effort to reassign employees who desire to work during the holiday season. Upon request, the Employer will consult with the Union concerning problems involving the holiday season and the Union view will be considered,

## **ARTICLE 12**

### **Promotions and Details**

Section 12.1. The policy of filling all Nonappropriated fund positions with the best qualified persons available will be observed. When filling newly established or vacant positions on a competitive basis, the qualifications of all applicants will be reviewed and evaluated. If the manager determines that a sufficient number of qualified candidates are available from current employees, the announcement may be distributed in-house. However, applications from outside candidates especially Spouse Preference and Involuntarily Separated Military applicants must be accepted.

Section 12.2, Selection for any position will be based solely on merit and qualifications. The qualifications of candidates will be evaluated by fair and equitable methods.

Section 12.3. By law, first preference for selection must be given to spouse employment eligibles and second preference to involuntarily separated military and their families for positions at NF-3 and below and for craft and trades. Current employees and former NAF employees will be provided the next preference.

Section 12.4. All vacancies except vacancies to be filled by noncompetitive means will be publicized for a minimum of 3 days. Positions with high turnover rates may be filled through continuous advertising or posting of vacancy announcements, provided the announcement is for the same type and grade of position and has identical qualification requirements. Two (2) copies of all vacancy announcements will be furnished to the Union.

Section 12.5. An employee who has applied for a position and who is dissatisfied due to not being referred may request a review of his case. The Employer will make available to the employee and/or his representative the following pertinent promotion records': List of applicants considered, the Referral and Selection Register and the completed Qualification Rating Sheet. Privileged material will not be divulged. In accordance with the Privacy Act of 1974 (Public Law 93-579), such records must be sanitized prior to disclosure. An employee not referred who remains dissatisfied after the review may file a complaint using the negotiated grievance procedure.

Section 12.6. The duration and limitations on lengths of details, details to positions with known promotion potential, and temporary promotions shall be stated in applicable regulations. All temporary promotions or appointments in excess of 120 days will be on competitive basis. The use of temporary promotions will be encouraged. Such promotions will normally be made within the affected area. Vacant positions which are identified by management as appropriate to be filled by a temporary promotion will be filled as expeditiously as possible.

Section 12.7. 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, the detail should normally not exceed 120 days.

Section 12.8. It is agreed that supervisors shall counsel employees as needed to appraise them of their weaknesses and how by self-improvement that may improve their opportunities for advancement.

Section 12.9. Employees selected for promotion will be released to their new assignment within a reasonable length of time. Fourteen calendar days will be the maximum waiting period. Where unusual circumstances justify a longer period prior to release, the employee and the Union will be informed of the reasons for the delay, in which case twenty calendar days shall be the maximum.

Section 12.10. Employees may be promoted to the highest grade previously held on a permanent basis, provided the employee was not demoted or separated from that grade because of deficiencies in performance or "for cause" reasons. This action may be made on a noncompetitive basis.

## **ARTICLE 13**

### **Annual Leave**

Section 13.1. Regular and Regular-Limited Tenure full-time employees and part-time employees, including off-duty military, whose regularly scheduled workweek includes 20 hours or more are eligible to accrue annual leave at rates specified in pertinent regulations. Flexible employees are not entitled to annual leave benefits.

Section 13.2. Approval of an eligible employee's request for annual leave shall be granted subject to workload requirements, and provided that the employee gives his supervisor reasonable advance notice. When unforeseen emergencies arise requiring the use of annual leave not previously approved, approval of the use of annual leave may not be presumed by the employee. Documentation of the emergency may be required. The employee or his representative must contact his supervisor or the supervisor's designated representative either personally or by phone as early as practical, preferably within 15 minutes of the beginning of the scheduled work shift, but not later than two hours after the beginning of the scheduled work shift to obtain approval of the use of annual leave.

Section 13.3. Each employee has a right to the use of annual leave to his credit; however, activity heads have the responsibility for determining when the leave will be used. The decision as to when and to what extent annual leave may be granted, rests with the activity head or his designated representatives. However, every reasonable attempt will be made to satisfy the desire of the employees with respect to approving annual leave. The employer will require employees to schedule leave throughout the year in an effort to avoid forfeiture of annual leave. Provisions of AR 215-3 regarding the restoration of forfeited leave will apply in those cases in which annual leave which had been properly scheduled and approved was later cancelled as a result of operation exigencies. Denial of the use of annual leave will be based upon factors which are reasonable, equitable, and which do not discriminate against any employee or group of employees. When the Employer finds it necessary to cancel previously approved leave the reasons for such action will be explained to the affected employee.

Section 13.4. To insure that operational requirements are met and that needs and wishes of employees are considered, it is agreed that by 1 March each employee will furnish his supervisor a proposed schedule for at least 60% of the leave for which the employee will be eligible during the leave year. Priority for such leave will be determined by employee's seniority based on total creditable service and/or extenuating circumstances. For annual leave in connection with holidays, approval will be granted in a manner to assure equitable distribution.

Section 13.5. Employees have the responsibility for cooperating with management in the use of annual leave when their services can best be spared.

Section 13.6. Any employee request for leave on a work day which occurs on a religious holiday will be considered on an individual case basis.

Section 13.7. The Employer shall consult with the Union before initiating any periods of required annual leave, and every effort shall be made to reach an understanding on the implementation of such action.

## **ARTICLE 14**

### **Sick Leave**

Section 14.1. Regular and Regular-Limited Tenure full-time employees and part-time employees, including off-duty military, whose regularly scheduled workweek includes 20 hours or more are eligible for sick leave benefits at rates specified in pertinent regulations. Flexible employees are not entitled to sick leave benefits.

Section 14.2. The Union and the Employer recognize the value of sick leave and agree to encourage employees to conserve such leave so it will be available to them in case of extended illness.

Section 14.3. Sick Leave, if available, shall be granted to employees when they are incapacitated for the performance of their duties by sickness, injury, pregnancy, or medical confinement, or for medical, dental, or optical examination or treatment; or when a member of the immediate family of the employee is afflicted with a contagious disease (quarantined) requiring attendance of the employee, or when, through exposure to contagious disease, the presence of the employee at his post of duty would jeopardize the health of others (medical evidence required).

Section 14.4. Each employee is responsible to notify his supervisor as soon as practicable, normally by telephone, if he is prevented from reporting to work because of an incapacitating illness or injury. Employees will make every reasonable effort to give such notice prior to the start of their scheduled shift, but will insure that notice is given within the first two (2) hours after the beginning of the scheduled shift. Employees sent home from work because of illness shall be subject to the foregoing reporting requirement on the following workday if still incapacitated. When any absence due to illness extends from one workweek into another, the employee shall notify his supervisor on the first day of the second week and of each week thereafter until his return to duty.

Section 14.5. Employees shall not be required to furnish a medical certificate to substantiate requests for approval of sick leave unless such leave is for three (3) working days or longer of continuous duration except in individual cases. A medical certificate will be required to cover all periods of three (3) days or longer and it must be furnished within ten (10) calendar days after return to duty. However, when

circumstances are such that requirement of a medical certificate is not reasonable, the employee's personal certificate of his illness may be accepted.

Section 14.6. Employees who are sent home sick by the Employer shall not be required to furnish a medical certificate to substantiate sick leave for the day released from duty, Subsequent days of absence shall be subject to the provisions of Sections 14.4 and 14.5 of this article.

Section 14.7. Employees desiring medical, dental or optical examination of treatment should attempt to schedule such appointments after work hours or non-duty hours. When this is not possible, sick leave requests for such examination or treatment shall be submitted for approval in advance, with minimum amounts of leave requested consistent with regulatory requirements.

Section 14.8. When in individual cases there is reason to believe that the sick leave privilege has been abused, a medical certificate may be required to justify the granting of sick leave thereafter. In such cases, the Employer may determine whether counseling or other action is necessary to correct the problem. The requirement for a medical certificate will be for a six (6) month duration and will be reviewed with the employee at that time to determine if sick leave abuse does, in fact, still exist prior to continuing the requirement for certification of illness by a physician. The employee may have the Union steward present at the six (6) month review if desired.

Section 14.9. The Union will cooperate with the Employer in efforts to encourage employees to give maximum advance notice of incapacitation for duty and to eliminate abuse of sick leave by encouraging employees to use sick leave properly in accordance with applicable laws and regulations.

Section 14.10. Employees will be charged annual leave when all accrued sick leave is exhausted. When annual leave is exhausted the employee may request leave without pay.

Section 14.11. There is no limitation on the amount of sick leave that employees may accrue or carry forward from one year to the next year. No lump sum payment of accrued sick leave will be made when an employee is separated from the rolls for any reason.

Section 14.12. When an employee becomes ill while on approved annual leave, the employee, subject to 14.5, may request the absence be charged to sick leave. The charge to annual leave would be reduced accordingly.

## **ARTICLE 15**

### **Sick and Annual Leave for Maternity and Paternity Purposes**

Section 15.1. The Employer will apply the same leave policies, regulations, and procedures in cases of requests for leave for maternity or paternity absences as are applicable to requests for leave generally.

## Section 15.2.

a. Regular and Regular-Limited Tenure full- and part-time employees eligible to accrue leave may be granted absence from duty for reasons related to pregnancy and confinement.

b. Absence will be charged to sick leave, annual leave and leave without pay depending on the circumstances and availability of each type of leave.

(1) All sick leave granted must be supported by a medical certificate showing that she is incapacitated to perform the duties of her position for a specified period covered by the certificate.

(2) Should her sick leave accrual become exhausted, she will be placed on annual leave until the end of the incapacitated period specified on the medical certificate, or until exhaustion of annual leave accrual if prior to completion of specified period.

(3) Additional leave without pay will be at the discretion of the leave approving authority using the applicable regulation as a guide. Leave without pay (LWOP) will not be granted for a period exceeding one year.

(4) An employee who does not intend to return to duty may submit her resignation at any time before the expiration of her approved sick leave.

Section 15.3. Regular and Regular-Limited Tenure male employees may request annual leave and/or leave without pay for purpose of assisting or caring for their minor children or the mother of their newborn child while she is incapacitated, as established by medical authority, for maternity reasons.

## **ARTICLE 16**

### **Administrative Leave and Excused Absence**

Section 16.1. The Employer is responsible for determining the situations in which he will excuse employees from duty. No leave will be charged for an excused absence and that excused absence generally will involve periods of no more than 4 hours. Common situations for which excused absences are normally approved are:

a. To vote or register in any election on a civic matter of local or national nature. An employee will be excused from duty so as to permit him to report for work three hours after the polls open or to leave work three hours before the polls close, whichever results in the lesser amount of time off.

b. For participation as a pallbearer, member of firing squad, or honor guard in a funeral ceremony for a member of the Armed Forces whose remains are returned from abroad.

c. To make blood donations for which the employee is not paid. Donors will be authorized 4 hours.

d. For brief absences or tardiness of less than 1 hour, if the reasons are justifiable to the approving authority.

Section 16.2. Administrative leave may be granted to Regular and Regular-Limited Tenure employees when it becomes necessary for the Employer to shut down an activity due to military necessity, weather conditions or an act of God, or other events beyond the control of management. Employees who are on approved annual or sick leave at the time administrative leave is authorized will be placed on administrative leave only for that portion of the shutdown that extends beyond the period of their previously approved leave. The authority to excuse employees administratively is not to be used when the period of interrupted or suspended operations can be anticipated sufficiently in advance to permit arranging for assignment, to other work or the scheduling of annual leave. When 24 hours advance notice is given, an employee who cannot be assigned to other work may be placed on annual leave with or without consent, or leave without pay in the event he does not have sufficient annual leave to his credit. Efforts will be made to keep to a minimum the occasions on which an employee is required to take leave with 24 hours notice. Employees to be placed on forced leave will be given as much advance notice as possible.

Section 16.3. All regularly scheduled NAF employees will be authorized absence from official duties for official jury duty or attending court in the capacity of a witness on behalf of the U.S. Government or a NAF instrumentality of the Armed Services, or on behalf of the District of Columbia Government. Fees earned by the employee while performing these duties will be disposed of in accordance with existing regulations.

Section 16.4. An employee who is an official or representative of the Union may be excused without charge to leave in conjunction with attendance at a training seminar sponsored by the Union, provided the subject matter of such training is of mutual concern to the Employer and the employee in his capacity as an organization representative and the Employer's interest will be served by the employee's attendance. Administrative excusal for this purpose will normally consist of 16 hours for any individual, and 208 hours total per year for the Unit. The Union president must submit a written request to the NAF CPO not later than 7 calendar days prior to the scheduled training. The request will identify each Union official or representative for whom administrative leave is requested, state the date of training and provide an agenda showing subject matter to be covered.

Section 16.5. When employees eligible for administrative leave are prevented from working for managerial reasons such as early closure because of no patrons they will be excused without charge to leave or loss of base pay for their regularly scheduled hours for that day, unless reassignment or rescheduling can be accomplished within the same pay period, or unless advance notice of at least 24 hours is given.

## **ARTICLE 17**

### **Leave Without Pay**

Section 19.1. Upon approval of the fund custodian and the employing NAFI manager, leave without pay may be granted in the following cases, provided the employee has exhausted all of the annual leave to his credit.

- a. To allow an employee to serve with an employee organization.
- b. For the purpose of seeking further employment with another NAFI at a new location to which the head of the household is being transferred. A period not to exceed 90 calendar days is the maximum allowed for this purpose.
- c. For illness or disability not of a permanent or disqualifying nature.
- d. For other reasons acceptable to the manager and custodian.

Section 17.2. Leave without pay may be approved by the Employer when requested by the employee in accordance with applicable regulations. Before approving extended leave without pay, the Employer will determine that the employee expects to return to duty.

Section 17.3. The initial grant of leave without pay will not exceed 1 year.

Section 17.4. Employees returning to duty from approved leave without pay will be granted such rights, privileges, and benefits to which they may be entitled at that time in accordance with applicable regulations.

## **ARTICLE 18**

### **Business-Based Actions**

Section 18.1. Business-based actions are actions taken by management to increase the efficiency, economy, or effectiveness of operations which result in reduction in number of employees or realignment of the work force by separation, demotion, or reassignment.

Section 18.2. When a business-based action affecting Unit employees is determined necessary, the Union shall be notified of the approximate number of Unit employees to be affected, the date action is proposed, and the reasons for the reduction in the number of employees or realignment of employees. Upon request, the Employer will consult with the Union concerning the proposed action and the Union views will be considered in making the final decision. The Union will render its assistance in communicating to employees the reasons for the business-based action.

Section 18.3. The determination of the positions to be affected and the type of personnel actions to be taken with respect to each of the employees will be made by the Manager of the Activity. Such decisions will consider the cause for the reduction, whether it is a temporary or permanent situation, the importance to the activity of the

various functions, and the changed mission or organization. Determinations of the specific employees to be affected will be based on factors such as employee knowledge, skill, and ability as demonstrated through performance. Where there are no significant differences in performance or any job related factors, seniority will be used as the basis for selection.

Section 18.4. Written notification will be provided to all affected employees. The notice letter will:

a. State the action being taken, including position and rate of pay when applicable.

b. State the reason why the action was necessary,

c. If the action is separation, include the statement:

“This action is non-prejudicial and does not preclude reemployment.”

d. Advise of severance pay entitlement when applicable,

e. Advise of loss of retirement, 401(K) and insurance participation when the action being taken is a change from a regular to a flexible appointment.

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

Section 18.5.

a. Separation.

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

(2) Prior to the separation of any regular full-time or regular part-time employee due to a business-based action maximum efforts will be made toward reassigning the employee to any available position within the activity for which the employee is qualified.

(3) Flexible employees will receive a minimum 1 week advance written notice all of which will be in a work and pay status if employees are otherwise scheduled to work.

b. Reduction in Pay Rate. This action may only be taken on NF Pay Band employees and requires a minimum 1 week advance written notice for both regular and flexible employees. Reduction in pay rate does not require a change in duties.

c. Reduction in Pay Level/Grade. An NF employee may be reduced in pay level and an NA, NL, or CC employee may be reduced in grade only in consonance with a change to the position. A minimum advance written notice of 1 week will be provided all

employees. Pay retention for Craft and Trade employees with a regular appointment will be administered in accordance with Federal Personnel Manual Supplement 532-2.

d. Reduction in hours of work

(1) Regular part-time employees will be given a minimum 24 hours advance notice.

(2) Flexible employees with a regular tour of duty will be given a minimum 24 hours advance notice.

e. Change in employment category. An advance minimum written notice of 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 regularly scheduled employees. During a furlough period no type of leave may be used. Advance written notice will be provided that is equal to the length of the furlough up to a maximum of 30 days. For furloughs in excess of 30 days, a 30-day advance notice is required.

g. Employees separated from their positions by business-based actions will have their names placed on the Reemployment. Priority List for a period of 1 year from date of separation. When a vacancy occurs at the same level and duties of their former positions, they will be offered the position. If more than one person is eligible, the individual with the earliest date of separation and/or seniority will be offered the position. If the individual declines the offer his or her name will be removed from the list.

## Section 18.6.

### Severance Pay

a. Regular employees who have completed at least 12 consecutive months of service will receive severance pay when as a result of a business-based action:

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

(2) A regular full-time or regular part-time appointment is changed to flexible.

(3) A regular employee is separated.

(4) A regular employee who is to be furloughed for a period greater than 60 days resigns rather than accept the furlough.

b. Computation. The amount paid will be 2 percent of annual salary for each year of regular NAF service. For part-time employees, this will be computed on the most recent 12 months earnings as reflected in payroll records. For portions of years in excess of 1 year, the amount will be prorated. Periods of service for which severance pay has previously been granted will not be counted.

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

(1) Was separated because of misconduct, inefficiency, or delinquency.

(2) Has refused the offer of a position of equal pay and appointment category in the same commuting area, or in another commuting area if the PCS was funded.

(3) Is employed in an appropriated fund position without a break in service of more than 3 days.

## **ARTICLE 19**

### **Discipline**

Section 19.1. General. The Cooperative Improvement Program (CI) will be used for both performance and conduct matters. CI is a nonpunitive approach to discipline that emphasizes employees; responsibility for their own performance and conduct. CI provides a framework within which performance and conduct problems are identified and brought to the employee's attention in a fair and nondiscriminatory manner. Employees who accept responsibility for their performance and conduct and who correct problems brought to their attention will receive feedback and recognition for that commitment. Employees who do not accept responsibility for correcting a deficiency in either performance or conduct, once the problem has been brought to their attention, may move through a series of discipline levels with caution and reminder letters and culminating with a decision day off with pay to decide whether or not they wish to continue in their position. Further problems after the decision day may result in removal or downgrading.

Section 19.2.

a. Communicating expectations. The first part of CI is communicating expectations which will be accomplished through initial orientations, coaching, and feedback/evaluation using such tools as Employee Code of Ethics, Position Guide or Job Description, Task Lists, Standard Operating Procedures, Employee Handbook, Mission Statements, Organizational Goals and Objectives, and Annual Performance Review and Development Plan.

b. Formal improvement levels. There are three formal improvement levels: Reminder, Caution Memo, and Decision Day. Removal is not part of the CI and does not constitute a step of the formal discipline process. Rather, it is the result of an employee's refusal or inability to meet performance and conduct expectations. Removal may occur when an employee fails to show required improvement during the active period of a Decision Day or when an employee commits an offense so serious that progression through formal improvement levels is not warranted. In certain performance situations, change to lower grade/level or reduction in pay within a pay band may be preferable alternatives to removal.

c. Reminder. First level of formal discipline is a reminder. Supervisor will discuss problem with employee using Employee Discussion Guide. Supervisor and employee will agree to a plan of corrective action. Employee will be advised that he or she will receive a written memo documenting the reminder and his/her commitment to improve. A reminder will remain active for six months from the date it was given. The maximum number of reminders that may be active at one time is two. If a subsequent disciplinary infraction occurs during the active period, the reminder documentation will become part of the record of the subsequent formal disciplinary action.

d. Caution. When prior coaching and reminder have failed to correct the problem, or second formal discipline level is justified for a first offense, a caution discussion will be held and memo for the record will be issued. The employee will be informed that this is the second level of formal discipline and will remain in effect for nine months. The maximum number of caution memos that may be active at one time is one. If a subsequent.. disciplinary infraction occurs during the active period, the caution memo documentation will become a part of the record of the subsequent formal disciplinary action.

e. Decision Day. When prior coaching and caution have failed to correct the problem, or when third formal discipline level is justified for a first or second offense, a discussion will be held to state the problem and review the facts. The employee must determine how committed he really is to working in his present position. The supervisor will clearly explain that situation to the employee: If employment is to continue, the employee must perform responsibly and fulfill the employer's expectations. If he cannot or will not commit to this, employment will be terminated. The choice is the employee's. In view of this. Supervisor will inform the employee to stay away from work the next workday with pay. If the employee decides to sever employment, he may resign. If the employee decides to keep his job, he must decide on a workable solution to the problem. The decision day action will remain active for one year. If a subsequent offense occurs within the year, the employee may be removed or downgraded.

f. Removal. When an employee fails to show required improvement during the active period of a decision day or when an employee commits an offense so serious that normal progression through formal improvement levels is not warranted, the employee will be removed from the position.

(1) The employee will receive a written notice which states the specific reason for the action; informs the employee of the right to review the material relied on as a basis for the action (four hours of administrative time allowed), informs the employee of the right to grieve the action, to whom the grievance should be addressed, and the time limits for filing the grievance; and provides a minimum of seven calendar days' notice. In those cases in which an employee's retention on active duty might result in damage or loss of property or funds, be detrimental to the interest of the activity, or be injurious to the employee, fellow workers, or the general public, advance notice of 24 hours will be sufficient.

(2) In certain situations, change to a lower grade/level or reduction in pay within a pay band (NF employees only) may be used rather than removing an employee for poor performance. The same procedures as discussed in (1) above will be used to effect the action.

g. Emergency Actions. When situations arise that require immediate removal of an employee from employer premises due to serious and inappropriate behavior or when an employee is not ready, willing, and able to work, the employee who is removed from the work place may be placed on annual leave, sick leave, or leave without pay, or administrative leave, as appropriate, during the seven calendar day notice period for removal.

h. Penalties for Misconduct. See Appendix A for penalty chart.

i. The employee has the right to be represented at any examination of the employee by a management representative in connection with an investigation if -

(1) The employee reasonably believes that the examination may result in disciplinary action (reminder, caution, decision day and separation) against the employee; and

(2) The employee requests representation.

The Employer agrees to notify employees of this right annually.

c. If the employee elects to have his representative present, questioning will not commence until the representative is present. The Employer agrees to furnish the employee with one extra copy of the disciplinary action (reminder, caution, decision day or separation) and related correspondence for the use of the employee's representative.

Section 19.3. The negotiated grievance procedure in Article 39 of this Agreement, to the extent permitted by law, is the sole procedure by which a Unit employee may grieve a disciplinary action.

Section 19.4. It is recognized that employees have an obligation to honor their valid and just debts. The Employer will not act as a collecting agent for debts allegedly due by an employee to any private individual or firm or become an arbiter when the validity of such a debt is questioned.

## **ARTICLE 20**

### **Performance Evaluation**

Section 20.1. The Employer and Union agree that the purpose of the performance evaluation is to establish a system for evaluating the quality of employee performance on a continuing basis against realistic performance requirements. The system provides for advising employees about these requirements and evaluations of their performance, for recognition of exceptional performance, and for action to improve performance,

Section 20.2. The performance rating system is a part of the cooperative improvement program (CI). CI uses the same methods for dealing with all aspects of an employee's behavior on the job encompassing both performance and conduct. In addition to formal improvement steps that may be necessary in the minority of cases that require formal action, it also focuses on positive efforts to motivate the majority of employees who are performing at a satisfactory or better level.

Section 20.3. The performance appraisal system and formal improvement process are applicable only to regular employees who have passed their probationary period.

Section 20.4. Performance evaluation will be used as a basis for making decisions on training, retention, promotion, discipline, separation, pay adjustments under the pay band system and other personnel actions.

Section 20.5. Each regular employee will sign an Employee Code of Ethics under the cooperative improvement process. See Appendix B for Code of Ethics.

Section 20.6. Employee performance will be evaluated only under reasonable requirements that are in effect during the rating period, are known to the employee, and which the employee has had a fair opportunity to meet. Performance will be reviewed and appraised on TRADOC Form 1003-R. See Appendix C for copy of Performance Appraisal form.

Section 20.7. The performance rating process or methods will be made known to both employees and supervisors.

Section 20.8. No policy, control, or procedure will be established which prevents fair evaluation of performance in relation to the appropriate performance requirements.

Section 20.9. Each employee will be furnished a copy of his annual performance evaluation.

Section 20.10. Each supervisor will discuss with each employee he supervises the employee's annual performance evaluation on or near the date the evaluation is made.

Section 20.11. Eligible employees may request a review of their annual performance ratings which are marginal or unsatisfactory under the negotiated grievance procedures. The request may be initiated only by the employee who received the rating. In order to receive consideration, it must be filed, in writing, within 15 calendar days of the receipt by the employee of the rating. Probationary period ratings may not be grieved.

## **ARTICLE 21**

### **Job Descriptions**

Section 21.1. The Union shall assist management in informing employees regarding the position classification system and position guide system including the responsibility of management to assign duties and responsibilities to positions in such a way that will

result in the most economical and efficient organization in keeping with accepted position and pay management principles.

Section 21.2. Each employee shall be furnished a current copy of his position description, with amendments as appropriate or copy of his position guide.

Section 21.3. The Employer agrees that a craft and trade employee has the right to file a position classification complaint and appeal. Complaints may be filed on the accuracy of a job description, the official title of a job, the series, grade, or pay category. A position classification appeal may be filed only after position classification complaint procedures have been followed, and a written complaint decision has been received. The pay band system does not utilize discrete standards to allocate duties to a pay level and therefore is not subject to classification appeals. Questions or complaints relative to the allocation of a position will be handled exclusively through the informal grievance procedure contained in AR 215-3, paragraph 8-12.

Section 21.4. An employee having a complaint concerning his job description must present that complaint to his supervisor. If the complaint is not resolved at that level, the employee may then use the prescribed position classification complaint procedures. The employee will have the right to be assisted by a representative of his choosing, other than a member of his servicing Civilian Personnel office staff or of the US Army Civilian Appellate Review Agency, in preparing and presenting the classification complaint, which is the initial stage of the appeal system.

## **ARTICLE 22**

### **Incentive Awards**

Section 22.1. Recognizing the vitally important contribution suggestions make toward a better, more efficient, and less costly operation, the Union shall fully support the Incentive Awards Program as it is implemented in the Unit.

## **ARTICLE 23**

### **Uniforms**

Section 23.1. The Employer agrees to furnish at no cost to the employees all uniforms which the Employer requires the employees to wear in the performance of their duties. The Employer agrees to furnish an adequate number of uniforms. When the Employer has a requirement that uniforms be starched, the Employer will provide the employee with clean, starched uniforms. When there is no requirement that employees wear starched uniforms, the Employer may furnish wash and wear uniforms to the employees. Employees to whom wash and wear uniforms are furnished will be responsible for the washing and maintenance of their uniforms.

Section 23.2. It is agreed that the work "uniform" includes all distinctive outer garments, except shoes, or costumes which are required to meet certain standards which would distinguish them from normal items of civilian dress during off-duty hours or which

identify the employees' place or position of employment. It is agreed and understood that uniforms remain the property of the activity or fund.

## **ARTICLE 24**

### **Dress Code for Employees of Child Development Services**

Section 24.1. Each employee is expected to arrive for work wearing comfortable and acceptable attire appropriate for a child-centered environment. All employees are expected to project a positive image and wearing appropriate attire is one aspect of being a role model for children and instilling confidence in parents.

Section 24.2. The following clothing is considered acceptable:

- a. Jeans and slacks, in good condition (no holes or patches) and ankle length.
- b. Split A-line skirts, knee length or no more than 2 inches above the knees.
- c. Dresses, knee length or longer.
- d. Skirts, knee length or longer.
- e. Blouses, shirts, colorful T-shirts or sweatshirts intended for outer wear and free of obscene or offensive slogans.
- f. Halter tops or tank tops only if worn under blouses, dresses, or shirts and provided there are no plunging necklines or bare midriffs,
- g. Boots and shoes, flat or low-heeled. Shoes must have backs or straps. Food service personnel handling heavy objects must wear toe safety guards furnished by the Employer. High-heeled shoes or shoes without backs or straps may be worn if a medical certification is presented.
- h. Jewelry, such as wedding rings and fine chains.

Section 24.3. The following clothing items are considered unacceptable:

- a. clothing that fits the body too tightly.
- b. Items with obscene, offensive or inappropriate slogans.
- c. Shorts, including walking shorts, cut-off jeans, culottes, leggings and sweat pants. Shorts no more than 2 inches above the knees may be worn when accompanying children on picnics, field days, etc., with Employer approval.

## **ARTICLE 25**

### **Employee Utilization**

Section 25.1. The Employer agrees that it shall be the policy of this activity to compensate employees on the basis of highest level of duties regularly assigned.

## **ARTICLE 26**

### **Pay for Craft and Trade**

Section 26.1. Craft and Trade employees will be paid at rates established in pertinent regulations and subject to limitations of the Fair Labor Standards Act, as amended.

Section 26.2. A Craft and Trade employee, including off-duty military, who has not reached the maximum rate for his grade will be advanced successively to the next higher rate of his grade at the beginning of the next pay period following completion of the prescribed waiting period, provided he has not received an equivalent increase for any reason during the waiting period, and the work of the craft and trade employee is satisfactory or better.

Section 26.3. When a within grade step increase is to be withheld, a craft and trade employee will be notified by his supervisor at least 60 days before the end of the waiting period when his work is not satisfactory. The employee must be informed in writing not later than the completion of the waiting period of the determination to withhold the employee's within grade increase. The notice shall be signed by both the immediate supervisor and the activity manager or fund custodian, The written notice shall:

- (1) State the basis for withholding the within-grade increase;
- (2) Refer to previously-held discussion with the employee as required by applicable regulations; and
- (3) State what improvement is required to bring his work up to a satisfactory or better level. Failure to inform the employee by written notice by the end of the waiting period cannot serve as a basis for not granting the within-grade increase.

Section 26.4. An employee may request a reconsideration of a determination to withhold his within-grade increase in accordance with applicable regulations. The employee may be represented by a Union officer or steward, during the reconsideration process.

## **ARTICLE 27**

### **Pay for NF Pay Bands**

Section 27.1. The rate of pay within a pay band level to be assigned to an employee under the NF pay band system will be determined by the appropriate management official based upon the competitive market, skill and qualifications of the candidate, and the importance of the position to the mission of the organization. For initial employment of untrained employees entering the workforce at pay level 1, the payment of a rate below the lowest prevailing rate reflected on the pay schedule is authorized. The rate of pay selected may not be lower than the Federal minimum wage rate. When a training rate is authorized, it may only be paid for a maximum period of three months, at which

time the employee will be advanced to an appropriate rate of pay within pay level 1. A remark will be entered in Block 24, DA 3434, indicating the use of a trainee wage.

Section 27.2. Pay may be fixed at any amount within the applicable pay level upon reassignment, which is defined as movement between positions in the same pay level. Such movement may be on a noncompetitive basis. Upon promotion, which is defined as movement from one pay level to a higher pay level, the employee must receive a minimum 5 per cent increase. Promotion will be on a competitive basis with the exception of developmental positions that authorize noncompetitive promotion. Increases in pay are authorized to recognize work performance, or upon a determination that a serious problem exists in retaining key employees. Pay may be adjusted to any amount within the pay band level. The pay of pay band employees will be reviewed at least once each year to determine if a pay increase or pay decrease is appropriate based on the employee's performance of duties. This may be at the time of the performance rating or any other appropriate time at the discretion of the supervisor. Approval will be made by the appropriate director or designee,

Section 27.3. Sunday premium pay and night shift differential are not authorized for employees under the NF pay band system.

## **ARTICLE 28**

### **Pay for Child Care Pay Band**

Section 28.1. The Child Care Pay Bands are designated to the Military Child Care Act and follow the "GS" schedule. Within-grade increases must be based upon performance, recommended by the supervisor and approved by the Activity Manager.

Section 28.2. Sunday premium pay and night shift differential are authorized for employees under the Child Care (CC) pay band system.

## **ARTICLE 29**

### **Locality Wage Surveys**

Section 29.1. The Union shall be notified of the time and extent of locality wage surveys as scheduled by the Department of Defense Wage Fixing Authority.

Section 29.2. When so designated by the Department of Defense Wage Fixing Authority, the Union will designate a representative who will serve as a member of the Locality Wage Survey Committee. Additional participation by the Union in the wage survey shall be governed by the provisions of FPM 532-2 and other pertinent instructions from Department of Defense and Department of Army.

Section 29.3. Reasonable time during working hours will be granted to not more than 3 employees in the Unit selected by the Union to appear before the Locality Wage Survey Committee to present the Union's viewpoint on such matters as areas, industries, establishments, and jobs to be covered in the wage survey.

Section 29.4. The effective date of any pay adjustment resulting from a wage survey will be no later than the first day of the first pay period which begins on or after the 45th day, excluding Saturdays and Sundays, following the date on which the wage survey was ordered to be made.

## **ARTICLE 30**

### **Tip Offset**

Section 30.1. Employees who occupy the position of Waiter who customarily and regularly receive more than \$30 a month in tips are deemed to be "tipped employees." Those employees who were hired after 7 March 1984 are subject to tip credit offset.

Section 30.2. The percentage of tip credit offset will be 40 per cent of the applicable minimum wage rate.

Section 30.3. The amount of tip credit offset will be documented on DA Form 3434. This documentation will be revised each time the tip credit offset is changed as a result of a change in the Federal minimum wage rate. The amount of tip credit offset remains unchanged during periods of premium pay entitlement. During periods of paid leave or holiday absence when the employee does not receive tips, no tip offset will be taken.

Section 30.4. The employee must report to the employer the amount actually received in tips.

Section 30.5. In the case where an employee can show through no fault of his own to the satisfaction of management that the actual amount of tips received was less than the tip offset, the wages paid to the employee will be increased accordingly.

## **ARTICLE 31**

### **DA-wide Benefit Plans**

Section 31.1. The parties recognize that the Agency has established certain benefit plans for eligible NAF employees,

e.g. 1 The U. S. Army NAF Employee Retirement Plan, NAF Employee 401(K) Savings Plan, and Group Medical, Dental and Life Insurance Plans. The parties agree that these plans are solely within the control of the Agency and that bargaining unit employees who desire to do so may join these plans if they meet eligibility requirements. The parties also recognize that these Army-wide plans are subject to periodic changes and rate increases and that such changes are within the discretion of the Agency and do not require union notification and bargaining. Employees will be notified of plan changes and open season time periods by the Agency.

## **ARTICLE 32**

### **Training**

Section 32.1. The Employer and the Union agree that training and development of employees within the unit is a continuing process. The Employer agrees to establish and conduct OJT training, as required, designed to improve employee skills in order to allow them to contribute fully to the operation and function of the Employer.

Section 32.2. Training will normally be conducted during the regular working hours of employees involved. No loss of pay or charge to leave will result from scheduled training. Training conducted outside regular working hours will be considered as official time.

Section 32.3. In recognition of the mutual advantage to the Employer and the employee, the Employer agrees to identify areas for training to meet future needs.

## **ARTICLE 33**

### **Safety and Health**

Section 33.1. The Employer will provide as far as possible a safe and healthful work place for all employees as required by the Occupational Safety and Health Act. The Employer and the Union agree that all employees, supervisors, and management officials are responsible for prompt reporting of unsafe practices and equipment. The Employer and the Union shall encourage all employees to work in a safe manner.

Section 33.2. The Employer agrees that the Union will have representation on the Fort Jackson Safety Council. In accordance with current regulations the Union President or his designee is the designated member. The Union agrees to support fully and promote the principles of the Fort Jackson Safety Program.

Section 33.3. The Employer agrees to maintain a record of all reported accidents or reported possible cause of potential accidents and hazardous conditions as required by Federal rules and regulations.

Section 33.4. In the event a Federal safety inspector visits a NAF activity, the Union representative may be permitted to participate in the walk-through inspection.

Section 33.5. Subject to the provisions of applicable regulations, the Employer will provide all employees with such protective clothing and equipment as is necessary for their protection and the Union will encourage the employees to use the protective equipment. Changes in or substitution of authorized protective equipment will be coordinated with the Safety Division. No employees will be required to perform work without the protective equipment and safety devices authorized and required.

Section 33.6. An employee, or group of employees, will not be required to work under conditions which proper authority has determined unsafe, hazardous, or unhealthy.

beyond those inherent hazards which cannot be eliminated by standard or developed safety practices and procedures.

Section 33.7. No employee shall be required to work alone on an inherently hazardous situation without periodic checks being made by designated personnel. A minimum of one check for each three our period shall be made.

Section 33.8. The Employer agrees to supply and maintain fire extinguishers in accordance with governing and controlling regulations. The Employer and the Union agree to urge employee cooperation to assure that fire extinguishers are not tampered with and that clothing, lunch boxes, or other foreign materials are kept away from the fire extinguishers.

Section 33.9. Management will make continually available to employees information concerning the Nonappropriated Fund Instrumentalities Act, and the procedures for reporting injuries. It is agreed that all employees shall report all accidents as soon as possible but not later than 30 days, as required by existing regulations. The Employer will require all supervisors to comply with current regulations and instructions concerning reporting of accidents and providing medical services to employees. Time spent in the Emergency room by injured employees during working hours on the first day of reported injury shall not be charged to leave.

Section 33.10. The Employer upon receipt of official notification of occupational injury or illness will make every effort to notify the employee within three (3) days of the option in benefits under the Nonappropriated Fund Instrumentalities Act.

Section 33.11. Emergency transportation and first aid for employees injured on the job shall be provided as necessary by the Employer. When a Medical Officer or the Employer determines that an employee is physically impaired fur duly, after reporting for work, the Activity Manager to whom the employee is assigned will assist the employee in obtaining transportation to the employee's home or personal physician, when the Medical Officer determines such transportation is necessary.

Section 33.12. Any written Operating Instructions or Standing Operating Procedures concerning safety practices or safety procedures will be posted on appropriate bulletin boards or maintained in files which are readily available to employees who need to know or use the instructions or procedures. Employees will be appraised of the instructions prior to filing or posting. Appropriate bulletin boards are those boards normally reviewed by employees who need to know or use the instructions or procedures. The Union and the Employer will encourage employees to acquaint themselves with safety instructions and procedures pertinent to their jobs.

## **ARTICLE 34**

### **Employee Assistance Program**

Section 34.1. When an employee's job performance is perceived to decline and the cause can be attributed to personal problems, the Employer will refer the employee to an appropriate assistance program and will provide the employee a reasonable opportunity to improve performance through any assistance program initiated.

Section 34.2. Except for supervisory counseling, participation in any assistance program will be voluntary.

Section 34.3. With respect to employee assistance programs, all information related to an employee's counseling, problems, or accommodations is strictly confidential and is not disclosed unless authorized by the employee.

Section 34.4. An employee may voluntarily seek assistance and counsel for alcohol, drug, or other legitimate problems without fear of jeopardizing job or promotional opportunities.

Section 34.5. The Employer will give positive consideration to an employee's efforts in seeking treatment and rehabilitation in the cooperative improvement program. The employee may make treatment a part of the written improvement goals set during reminder, caution, and decision day.

## **ARTICLE 35**

### **Equal Employment Opportunity**

Section 35.1. The Employer agrees to follow the concepts and principles of the Equal Employment Opportunity Program and to manifest these concepts and principles as set forth in the Fort Jackson affirmative action plan for progress.

Section 35.2. It is the policy of the Employer that all civilian employees and applicants are assured equal opportunity in employment practices. Discrimination on the basis of race, color, religion, sex, age, or national origin is prohibited.

Section 35.3. The Union agrees that in the policies and practices of the Union, the concepts and principles of the Equal Employment Opportunity Program will be fully supported and practiced.

Section 35.4. The Employer and the Union will conduct a continuing campaign to eradicate every form of prejudice or discrimination based upon age, race, color, religion, sex, national origin, or handicapping condition from the Employer's personnel practices and working conditions. This will include disciplinary action where appropriate against personnel who engage in discrimination practices.

Section 35.5. A Unit employee alleging discrimination on the basis of race, color, sex, national origin, religion, age, handicapping condition, or reprisal for prior EEO complaint

involvement, as defined in applicable laws or regulations, may file a complaint with the Equal Employment Opportunity (EEO) Office.

a. The EEO Counselor will be assured full cooperation by all employees and management officials in the performance of his duties.

b. The employee may cancel and withdraw the complaint at any time.

## **ARTICLE 36**

### **Civic Responsibilities**

Section 36.1. The Employer and the Union recognize the value of employee participation in the civic activities and special programs approved by Department of the Army, and encourage all employees in the Unit to work toward community improvement. A Unit employee's status with respect to duty, leave and pay while participating in authorized activity shall be as prescribed by regulations relating to such activity.

Section 36.2. The Union agrees to exert every possible effort to encourage employees' full support and participation in fund drives, drug abuse program, alcoholic abuse program, fire prevention and safety programs.

## **ARTICLE 37**

### **Employer - Union Cooperation**

Section 37.1. The parties agree that they will actively combat absenteeism, carelessness, inefficiency and any other practice which restricts production and hampers efficiency. The parties further agree that they will actively cooperate in efforts to eliminate waste, conserve materials and supplies; improve the quality of workmanship, encourage the submission of improvement and cost reduction ideas, prevent accidents, and strengthen good relations among the Employer, the employees, and the local community.

Section 37.2. It is mutually agreed that the relationship between the Employer and the Union in all conferences, negotiations, consultation, or any other matter is, and will remain, based upon mutual respect of the privileges and rights of each party with the paramount objective of serving the best needs of the Employer, the Union, and all employees.

## **ARTICLE 38**

### **Employer - Union Meetings**

Section 38. 1. The Employer and the Union shall meet for the purpose of reviewing and discussing matters of common interest in establishing and maintaining labor-management cooperation.

Section 38.2. Either party may request in writing such meeting at any time, at least six work days in advance of the preferred date. The meeting will be held at a mutually

agreed upon time and date, but in no case later than 10 work days after receipt of initial request for a meeting.

Section 38.3. At least three work days prior to established date of meeting, both parties will notify the other in writing of subject matter to be discussed.

Section 38.4. Minutes of these meetings will be prepared by the Employer and a copy furnished the Union within reasonable time, The Union may furnish written comments which will be filed within the minutes to which they refer.

Section 38.5. The Union president or his designee and not more than two Union representatives of his choosing will meet with management officials designated by the NAF Labor-Management Relations Officer.

Section 38.6. Individual cases may not be discussed during Employer-Union meetings.

Section 38.7. Meetings specified by this article will be official duty time for all concerned who are unit employees when meetings are held during their normal tour of duty.

## **ARTICLE 39**

### **Negotiated Grievance Procedure**

Section 39.1. The Employer and the Union recognize the importance of settling grievances promptly, fairly, and in an orderly manner that will maintain the self respect of the grievant and be consistent with the principles of good management. To accomplish this objective, reasonable effort will be made by the Union and the Employer to settle grievances expeditiously and at the lowest level within their respective organizations. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his performance, or his loyalty or desirability to the organization. The Employer will allow reasonable amount of official time for employees and Union representatives who are unit employees to develop and present grievances, including attendance at meetings with Employer officials.

Section 39.2. This shall be the exclusive procedure available to the parties and the employees in the Unit for resolving grievances. For purposes of this Agreement, a grievance means any complaint:

a. By any employee concerning any matter relating to the employment of that employee;

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

c. By any employee, the Union or the Employer concerning;

(1) The effect, interpretation, or a claim of breach of this this collective bargaining Agreement: or

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

Section 39.3. Matters excluded from consideration under these procedures are:

- a. Claimed violations relating to prohibited political activities;
- b. Retirement, life insurance or health insurance;
- c. A suspension or removal when in the interests of national security;
- d. Any examination, certification or appointment;
- e. The classification of any position which does not result in reduction in grade, pay band level or pay of an employee;
- f. The non-selection of an applicant from a list of properly certified candidates except when the Employer and the Union are made aware of unusual circumstances;
- g. Separation during a probationary period.
- h. Separation from a flexible appointment.
- i. A matter properly a basis for consideration under the Equal Employment Opportunity procedures; (see Article 35 of this Agreement).

Section 39.4. Question of grievability. In the event either party should declare an issue non-grievable or non-arbitrable, the original grievance shall be permitted to be amended in writing by the grievant if the grievant wishes this issue to be considered. The Employer or the Union agree to raise any question of grievability or arbitrability of a grievance prior to the time limit for the written answer in Step 2, Section 39.6, and Step 4, Section 39.7, as appropriate, of this procedure. Time limits may be extended by mutual consent of both parties. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

Section 39.5. An employee in the Unit may present a grievance under this article no later than fifteen (15) calendar days after the date of the act of occurrence that gave rise to the grievance, or within fifteen (15) calendar days after first becoming aware of the act or occurrence, provided no more than 90 days have passed since the date of the act or occurrence. All written grievances must be signed by the employee or representative of the party and must contain:

- a. The employee's name, place of work, duty and home telephone numbers;
- b. The specific nature of the grievance stated in language so it can be readily determined;
- c. The basis for the grievance and the regulation or portion of this Agreement pertinent to the grievance;

- d. The corrective action desired; and
- e. The name, address and telephone number of the representative.

Section 39.6 Procedural steps for all grievances, except those specified in Section 39.8 are as follows:

Step 1. Informal Grievance. The informal grievance shall be filed by the grievant (and representative, if he elects to have one) orally or in writing with the appropriate supervisor, that being the person having authority to resolve complaint. The informal grievance must be initiated within 15 calendar days of the day the incident occurred that gave rise to the grievance or within 15 calendar days of the day the grievant should have reasonably been expected to be aware of the incident that gave rise to the grievance. An on-going event that may give rise to a grievance may be submitted at any time, provided that at the time the grievance is filed the event complained of must have last occurred within the 15-calendar days before the grievance is filed. A decision will be given to the grievant within 10 calendar days after presentation of the grievance ..

Step 2. Formal Grievance. If the grievant is dissatisfied with the decision given on the informal grievance, or if no decision is received within 10 calendar days, and the grievant decides to advance the grievance, it shall be reduced to writing by the grievant and initiated as a formal grievance within 10 calendar days after receipt of the decision on the informal grievance or the deadline for issuing a decision if none has been received. The formal grievance shall be presented by the grievant or his representative to the next level supervisor. Upon receipt of the formal grievance, the supervisor shall meet with the grievant and the grievant's representative, discuss the grievance, and render a written decision within 10 calendar days.

Step 3. If the grievance is not resolved at Step 2 and it is decided that the grievance will be advanced, the grievant or his representative shall forward the grievance to the Deciding Management Official for review within 10 calendar days. The Deciding Management Official may be any person designated by the Employer who has not decided a previous step. The Deciding Management Official will review the grievance, consulting with the Step 2 supervisor if necessary, the grievant and/or the grievant with his Union Representative and give the grievant and/or the Union Representative his written answer within 15 calendar days after receipt of the grievance.

Step 4. If the parties agree to do so, within 10 days from the date of the decision rendered at Step 3, the Union's representative and Management's representative will request assistance of an impartial Mediator from the Federal Mediation and Conciliation Service (FMCS). The date of the meeting will depend upon the availability of the Mediator.

Step 5. If the grievance is not satisfactory settled at Step 3 (or Step 4 if used) with the Union or the Employer may refer the matter to arbitration consistent with the

time requirements in Article 40. All time limits in this Article may be extended by mutual consent. Failure of the responding party to observe the time limits shall entitle the initiating party to advance the grievance to the next step with the exception of the step involving arbitration which may only be invoked by the Union or Employer.

Section 39.7. The following procedure will be used by the Employer and the Union in resolving a grievance which concerns interpretation/application or breach of the collective bargaining agreement. This procedure may not be used by the Union to file a grievance on behalf of a member of the bargaining unit if the employee has filed his grievance under Section 39.6 of this article. Union grievances against the Employer may be filed only by the President of the Union or his designee. An Employer grievance against the Union may only be filed by the Director involved. These designated individuals will be referred to as representatives of the parties.

Step 1. A grievance under this section must be submitted to either the Union President or the Director or their designated representative within 15 calendar days after receipt of the notice of the action or knowledge of the occurrence with which there is dissatisfaction. Representatives of the parties shall meet within 10 calendar days to discuss the grievance informally. The parties will attempt to reach an informal solution to the grievance.

Step 2. If the grievance is not resolved at Step 1, the grieving party shall submit the grievance formally, in writing, to the other party within 15 calendar days of the informal meeting. The written grievance will specify the Agreement provision allegedly being violated, how the provision has been violated, the nature of the violation including the names of all parties, time and dates of the incident or occurrence, the work area affected. The written grievance should also state the remedy sought. The representatives of the party against whom the grievance is filed will render a written final decision within 10 work days of the date of receipt of the formal grievance.

Step 3. If a satisfactory solution is not reached as a result of the formal grievance, the representatives of either party may invoke arbitration within 30 calendar days in accordance with the procedure contained in Article 40 of this agreement. If both parties agree to do so, a mediator (FMCS) may be used prior to invoking arbitration.

Section 39.8. A Unit employee alleging discrimination may raise the matter under the discrimination complaint procedures contained in Article 35 of this agreement.

## **ARTICLE 40**

### **Arbitration**

Section 40.1. When a grievance is not resolved under the negotiated grievance procedure, the grievance may be referred to arbitration only at the request of the Employer or the Union, and does not require the approval of any employee involved. Any employee desiring a grievance to be submitted to arbitration may submit such a request to the Union within 10 days of receipt of a final decision under the grievance

procedure. Upon written request by either party within 30 calendar days after issuance of the Employer's final decision, a grievance shall be submitted to arbitration.

Section 40.2. Within 5 working days from the date of the request for arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of 5 impartial persons qualified to act as arbitrators. The parties shall meet within 3 working days after the receipt of such list. If they can't mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of 5 and will then repeat this procedure. The remaining person shall be the duly selected arbitrator.

Section 40.3. The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case in the event either party refuses to participate in the selection of an arbitrator or, upon inaction or undue delay on the part of either party.

Section 40.4. If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

Section 40.5. The arbitrator's fee and the expense of the arbitration, if any, shall be borne equally by the Employer and the Union. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic workweek. All employees who are members of the bargaining unit participating in the hearing shall be in a duly status. Either party may request a transcript of the hearing. Costs of such transcript will be borne by the requesting party. Unless mutually agreed to, copies of a transcript and costs involved will not be shared.

Section 40.6. The arbitrator will be requested to render his decision as quickly as possible, but in any event not later than 30 days after the conclusion of the hearing unless the parties mutually agree to extend the time limit. The date of the award or decision shall be the same as the date on which the decision is mailed or delivered to the parties. If the decision is mailed, procedures to assure delivery (registered or certified mail) will be used.

Section 40.7. The arbitrator's award shall be binding on the parties. However, either party may file exceptions to an award with the Federal Labor Relations Authority, under regulations prescribed by the Authority.

Section 40.8. Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement including remanding awards.

## **ARTICLE 41**

### **Nepotism**

Section 41.1. Members of the same family will not be appointed, employed, promoted, or advanced in or to a position where a direct supervisory relationship exists, where

avored treatment can ensue, where the job relationship increases the potential for conclusion, or where such personnel action has been advocated by a member of the same family who has the authority to take or recommend such action. Members of the same family will be considered to be father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, and half sister.

Section 41.2. The fact that an employee is a relative of another employee will not of itself prevent such employee from being considered for employment in the same facility so long as the relative is not in a direct supervisory position or hold an administrative position where he exercises jurisdiction or control over the NAF or any organizational unit thereof.

## **ARTICLE 42**

### **General Provisions**

Section 42.1. No supervisor at any level shall question any employee in any manner concerning his Union membership.

Section 42.2, The Employer agrees to provide space on designated bulletin boards in the Unit provided each bulletin board is:

- a. One that is in close proximity to the general work area;
- b. In an area where employees within the Unit are known to congregate; and
- c. One which is normally used to post material for employees in the Unit. The size of space available shall be limited to 18 inches across the top extending the full depth of the bulletin board. The Union shall be held solely responsible for posting and removing material and maintaining its space in an orderly fashion. The Union is fully responsible for the posted material in terms of accuracy and adherence to ethical standards.

Section 42.3. The Employer agrees to initially reproduce eight hundred (800) copies of this Agreement and provide four hundred (400) copies to the Union. If this Agreement is not modified during its duration, additional copies will be reproduced by the Employer as needed. The Union shall pay one-half (1/2) of the total printing cost and be responsible for the initial distribution of the Agreement to members of the Unit.

Section 42.4. The Employer agrees to inform all new or rehired employees of the Union's exclusive recognition and provide each new employee with a copy of the Agreement.

Section 42.5. Two copies of position vacancy announcements pertaining to Unit positions will be furnished to the Union.

Section 42.6. It is agreed that the Employer will furnish a list of the names, position titles, grades and organizational units of all employees in the Unit at six months' intervals upon written request. If the cost is significant, a charge may be made to recover the actual cost to the activity.

Section 42.7. A NAF employee will be reimbursed for using his POV is specifically directed to do so by his supervisor. If the employee chooses to use his POV for his own convenience, no reimbursement will be made.

Section 42.8. To the extent that, space and funds are available, the Employer will make every effort to provide a space with table and chairs for lunch for those employees whose lunch periods are outside the regular duty hours, and to provide and maintain sanitary washroom facilities as near work sites as economically possible. To the extent that space and funds are available, the Employer will make every effort to provide locker facilities for employees whose duty assignments involve use of other than street clothes.

Section 42.9. An employee is authorized to review contents of his own official personnel file, confidential material relating to investigation records, medical records and employment inquiries excepted.

Section 42.10. All employees within NAF activities with food service capability will be permitted to eat meals prepared by the activity to which assigned if they so desire. They will not be required to use food prepared by the activity but may elect to bring prepared lunches for consumption on the premises. Such lunches will be stored and consumed in areas and at times designated by the activity manager. Charges for items consumed by employees during scheduled tour will be equal to the actual costs as determined by the activity manager.

Section 42.11. Decisions regarding contracting work out of the Unit and transfer of work within the Nonappropriated Fund activities are areas of discretion of the Employer and higher authority. In the regard, the Employer agrees to consult with the Union concerning any work situation changes affecting Unit employees.

Section 42.12. The Employer agrees to furnish the Union with one set of changes to the personnel regulations.

## **Article 43**

### **Agreement**

Section 43.1. The effective date of this agreement shall be 30 days from the date it is signed by the parties or approved by the head of the agency, or official designated by him, whichever is sooner.

Section 43.2. This Agreement shall be binding upon the Employer and the Union for a period of three years from the effective date of this Agreement and renewed for one year periods thereafter unless either party shall notify the other in writing not more than

105 nor less than 60 calendar days prior to the effective date at the end of the second year, or to any subsequent anniversary date of its desire to modify or terminate this Agreement. This Agreement shall terminate automatically, however, on such date as it is determined that the Union is no longer entitled to exclusive recognition in accordance with Public Law 95-454.

### Section 43.3

a. When changes in existing laws or regulations promulgated outside the Department of the Army have the effect of negating or invalidating any portion of this Agreement, a request for revision to adopt provisions which conform with the new or amended law, directive or regulation may be made by either party at any time. The nature of the desired revision and reasons therefore shall be given by the sponsoring party with a required response within 30 days by the other party.

b. This agreement may be opened for amendment(s) by the mutual consent of both parties at any time after it has been in force and effect for at least six months. Requests for such amendment(s) by either party must be in writing and must include a summary of the amendment ( s) proposed. The parties shall meet within 30 calendar days after receipt of such notice to discuss the matter(s) involved in such request, unless an extension of time is mutually agreed upon by both parties for unusual reasons. If the parties agree that opening is warranted on any such matter, they shall proceed to negotiate on amendment(s) to same. No change shall] be considered except those bearing directly on the subject matter(s) agreed to by the parties. Such amendment(s) as agreed to will be duly executed by the parties.

c. Amendment(s) shall be binding after signature subject to post audit review by TRADOC.

In witness whereof, the parties have executed this Agreement this 14th day of May 1993.

President  
AFGE Local 1909

Major General, USA  
Commanding

APPROVED BY TRADOC 29 June 1993

## Appendix A

### PENALTIES FOR MISCONDUCT

The following table may be used as a general guide in taking formal improvement actions under the Cooperative Improvement Program. This list of offenses and suggested actions may not successfully meet the demands of all situations and, therefore, is to be considered suggestive only. The fact that an offense is not listed in the table does not mean that a penalty cannot be imposed if the offense is committed. If an offense is not listed in this table, a reasonable penalty can be determined through comparison with those listed. Final decision as to the action to be taken will rest with the responsible administrative officials.

Note that the guidelines for second and third offenses are not applicable if the employee already has an active Caution Memo or Decision Day. In such cases, formal discipline would escalate to the next higher step or removal as appropriate.

<u>Infraction</u>	<u>First offense</u>	<u>Second Offense</u>	<u>Third Offense</u>
1. Insubordination (refusal to obey orders, impertinence, like offense)	Reminder, Caution Memo Decision Day or Separation	Caution Memo, Decision Day or Separation	Decision Day or Separation
2. Fighting or creating a disturbance resulting in an adverse effect on morale, production, or maintenance of proper discipline.	Caution Memo	Decision Day	Separation
3. Sleeping on duty (where safety of personnel or property is not endangered thereby)	Caution Memo	Decision Day	Separation
4. Sleeping on duty (where safety of personnel or property is endangered thereby)	Decision Day or Separation	Separation	
5. Drinking intoxicants on duty or reporting for duty intoxicated to a degree which would interfere with proper performance of duty, be a menace to safety of persons or property, or be prejudicial to the maintenance of discipline (see note #1).	Decision Day or Separation	Separation	

6. Absence without leave (any absence from duty which has not been authorized and for which pay must be denied)	Reminder	Caution Memo or Decision Day	Decision Day or Separation
7. Debt complaints (neglecting or avoiding payment without sufficient excuse or reason)	Counselling (See AR 690-700 CH 735, App E)		
8. False statements, misrepresentation, or fraud in completing application for employment or in other records submitted to Dept of Army. Apparent oversights and errors may be excused where satisfactorily explained may be excused where not otherwise disqualifying.	Decision Day or Separation	Separation	
9. Loafing (willful idleness or deliberate failure to work on assigned duties).	Reminder or Caution Memo	Caution Memo or Decision Day	Decision Day or Separation
10. Theft	See Note #2	Decision Day	Separation
11. Gambling on duty	Reminder or Caution Memo	Separation	
12. Notorious misconduct off-duty (with regards to off-duty conduct, all employees have an obligation to conduct themselves so that no disgrace or disrepute will be visited on the Department of Army)	Decision Day or Separation		
13. Failure to observe any written regulation or order prescribed by appropriate authority			
A. Violation of administrative regulations where safety of persons is endangered or funds or property is jeopardized.	Caution Memo or Decision Day or Separation	Decision Day or Separation	Separation
B. Violation of administrative regulations where safety of persons if not endangered or funds or	Caution Memo	Decision Day	Separation

property is not jeopardized.			
C. Refusal to testify in a property authorized inquiry or investigation conducted by representatives of Dept of Army except where such refusal is based upon grounds of self-incrimination.	Decision Day or Separation	Separation	
14. Immoral or indecent conduct	Decision Day	Separation	
15. Knowingly making false or malicious statements against other employees, supervisors or officials with the intent to harm or destroy the reputation, authority or official standing of those concerned.	Caution Memo or Decision Day	Separation	
16. Transferring, selling or introducing intoxicants on Government premises except where authorized. (SEE NOTE #1)	Caution Memo or Decision Day	Decision Day or Separation	Separation
17. Off-duty misconduct of such major significance that the employee cannot fulfill his/her job responsibilities, Off-duty misconduct that has an adverse effect upon the Army. (SEE NOTE #2)	Decision Day or Separation	Separation	
18. Unauthorized use of an official motor vehicle. (SEE NOTE #4)	30-day suspension or Separation	Separation	
19. Threatening or inflicting bodily harm physical resistance to competent authority.	Decision Day or Separation	Separation	

NOTES:

1. Actions involving these offenses should be evaluated in consonance with the Alcohol and Drug Abuse Control Program.
2. Penalty imposed will be determined primarily by value of articles stolen, whether property was recovered and employee's explanation. Since NAFIs generally are

operated in the same manner as business enterprises and employees are often engaged in handling cash, food stuffs, and liquor, incidents of theft or drinking on duty must be treated as major offenses and can therefore result in separation for a first offense.

3. Removal is mandatory when US Citizen employees in foreign areas commit offenses against host government laws. Such conduct reflects unfavorably upon the United States and affects the accomplishment of the Army mission.
4. 31 U.S.C. 1349 provides for a suspension of not less than 30 days as a minimum penalty.

## APPENDIX B

### EMPLOYEE CODE OF ETHICS

1. I recognize that this code is designed to serve as a guide for the conduct of all employees and as a foundation for a successful employer-employee relationship. In return for my continued employment, therefore, I will respect and support the Employer's goals and agree to the following:

a. I will conscientiously perform all of my assigned duties to the best of my ability.

b. I will maintain a constructive and courteous attitude, respect supervisory authority, and obey supervisory orders.

c. I will willingly cooperate and strive to maintain good working relations with my supervisors and fellow employees. I will not fight or create a disturbance which would have an adverse effect on morale or productions.

d. I will actively participate in and support programs designed to improve work methods and conditions.

e. I will seek to find and employ more efficient and economical ways of getting the job accomplished.

f. I will assist my supervisor in efforts to shape and direct individual employee objectives toward attainment of the organization's goals.

g. I will give a full day's work for a full day's pay.

(1) I will not engage in, or involve co-workers in, private business or profit-oriented endeavors while on official duty time.

(2) I will not sleep in duty.

(3) I will not loaf or otherwise delay or fail to work on my assigned duties.

(4) I will not gamble on duty.

(5) I will not drink intoxicants or ingest any controlled substance that would interfere with the proper performance of any job or result in a danger to the safety of persons or property.

h. I understand that I have an obligation to conduct myself off-duty in such a way that no disgrace or disrepute will be brought upon the Department of the Army.

i. I will not knowingly make false or malicious statements against other employees, supervisors or officials with the intent to harm or destroy their reputation, authority, or official standing.

j. I will never discriminate unfairly by the dispensing of special favors or privileges to anyone, whether for remuneration or not, and never accept, for self or family, favors or benefits under circumstances which might be construed by reasonable persons as influencing the performance of my duties.

2. In addition, I understand that the following types of misconduct are of such seriousness that their infraction may result in immediate termination:

- a. Theft, fraud, or other intentionally dishonest conduct.
- b. Misuse or abuse of Government property.
- c. Threatening or inflicting bodily harm.

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(Employee's Signature)

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(Date)