

**AGREEMENT
BETWEEN
USAG FORT GEORGE G.
MEADE
AND
AFGE/LOCAL 1923
COVERING
DFMWR NAF EMPLOYEES
AT FORT MEADE**

TABLE OF CONTENTS

PREAMBLE.....	5
GOVERNING LAWS AND REGULATIONS.....	6
ARTICLE 1: RIGHTS OF EMPLOYEES.....	7
ARTICLE 2: MANAGEMENT RIGHTS.....	8
ARTICLE 3: UNION RIGHTS.....	9
ARTICLE 4: WHISTLEBLOWER PROTECTION.....	10
ARTICLE 5: FLEXIBLE EMPLOYEES.....	10
ARTICLE 6: NONAPPROPRIATED FUND (NAF) PAY BANDING.....	12
ARTICLE 7: PAY PROVISIONS AND PROPER COMPENSATION.....	12
ARTICLE 8: OVERTIME.....	14
ARTICLE 9: HOURS OF WORK.....	15
ARTICLE 10: HOLIDAYS.....	17
ARTICLE 11: ANNUAL LEAVE.....	18
ARTICLE 12: SICK LEAVE.....	19
ARTICLE 13: ADMINISTRATIVE LEAVE FOR UNION SPONSORED TRAINING... 	20
ARTICLE 14: ABSENT WITHOUT LEAVE (AWOL).....	20
ARTICLE 15: BEREAVEMENT LEAVE.....	21
ARTICLE 16. FAMILY MEDICAL LEAVE ACT.....	21
ARTICLE 17: LEAVE WITHOUT PAY.....	23
ARTICLE 18: DISCIPLINARY AND ADVERSE ACTIONS.....	24
ARTICLE 19: GRIEVANCE PROCEDURE.....	25
ARTICLE 20: ARBITRATION.....	29
ARTICLE 21: OFFICIAL TIME.....	31

ARTICLE 22: PERFORMANCE MANAGEMENT.....	32
ARTICLE 23: INCENTIVE AWARDS & SUGGESTION PROGRAM.....	33
ARTICLE 24: DETAILS.....	35
ARTICLE 25: BUSINESS BASED ACTIONS.....	35
ARTICLE 26: POSITION CLASSIFICATION PROCEDURES.....	36
ARTICLE 27: EMPLOYEE TRAINING AND DEVELOPMENT.....	37
ARTICLE 28: EMPLOYEE SERVICES.....	37
ARTICLE 29: CONTRACTING OF WORK.....	38
ARTICLE 30: FINANCIAL OBLIGATIONS OF EMPLOYEES.....	38
ARTICLE 31: EQUAL EMPLOYMENT OPPORTUNITY.....	38
ARTICLE 32: BULLETIN BOARD.....	39
ARTICLE 33: WAGE SURVEY.....	40
ARTICLE 34: CIVIC RESPONSIBILITIES.....	40
ARTICLE 35: HEALTH AND SAFETY.....	41
ARTICLE 36: ALCOHOL AND DRUG ABUSE.....	42
ARTICLE 37: BREAKS AND EATING AREAS.....	42
ARTICLE 38: DISMISSAL AND CLOSING PROCEDURES.....	43
ARTICLE 39: DRESS CODE.....	43
ARTICLE 40: LABOR MANAGEMENT FORUMS.....	45
ARTICLE 41: MEMORANDUMS FOR RECORD (MFR).....	46
ARTICLE 42: NONAPPROPRIATED FUND (NAF) PAY BANDING.....	46
ARTICLE 43: OFFICIAL TRAVEL.....	47
ARTICLE 44: PROMOTIONS.....	47

ARTICLE 45: REASONABLE ACCOMMODATIONS.....48

ARTICLE 46: MEMBERSHIP DRIVES & NEW EMPLOYEE ORIENTATION.....49

ARTICLE 47: VOLUNTARY ALLOTMENT OF UNION DUES.....49

ARTICLE 48: WHISTLEBLOWER PROTECTION.....50

ARTICLE 49: WORKERS COMPENSATION.....50

ARTICLE 50: IMPACT AND IMPLEMENTATION BARGAINING.....51

ARTICLE 50: PUBLICIZING THE AGREEMENT.....51

ARTICLE 52: DURATION OF THE AGREEMENT.....52

APPENDIX I OFFICIAL TIME FORM.....53

APPENDIX II EMPLOYEE FORMAL GRIEVANCE FORM.....54

PREAMBLE

Pursuant to the provisions set forth in Title VII of the Civil Service Reform Act of 1978, and to existing laws and regulations of appropriate authorities, the following articles of the Parties Collective Bargaining Agreement, by and between United States Army Garrison (USAG) Fort George G. Meade, Maryland, and the Nonappropriated Fund Instrumentality (NAFI) of the United States Government, hereinafter referred as "the Employer or Agency" and the American Federation of Government Employees, Local # 1923, hereinafter referred to as "the Union".

In consideration of the mutual covenants herein set forth, the Parties agree as follows:

It is the intent and purpose of the Parties to promote and improve the efficient administration of the Federal Service and the well-being of employees within the meaning of Title VII of the Civil Service Reform Act of 1978, and to establish a full understanding relative to Nonappropriated Fund (NAF) personnel policy, practices, procedures, and matters affecting working conditions within the jurisdiction of USAG Fort George G. Meade, Maryland, and to provide a means for amicable discussion and adjustment of matters of mutual interest.

The Parties to this Agreement acknowledge the business nature of the NAF activities and fully realize that funds generating activities must be profitable to remain in business and to therefore provide employment opportunities to current as well as prospective employees.

The Parties to this agreement fully recognize that NAF activities are, by necessity, customer oriented, and therefore both Parties will actively encourage NAF Bargaining Unit members to provide quality customer service.

GOVERNING LAWS AND REGULATIONS

Section 1: Relationship to laws and government-wide rules and regulations. In the administration of all matters covered by this agreement, during the initial term, officials and employees shall be governed by existing or future laws and existing government-wide rules and regulations, as defined in 5 U.S.C. Chapter 71 and by subsequently enacted government-wide rules and regulations implementing 5 U.S.C. § 2302.

Section 2: Existing Conditions of Employment. In order to change any Fort George G. Meade conditions of employment that are not specifically and comprehensibly covered by this Agreement, the Employer shall provide notice and, upon request, bargain with the Union to the extent required by law.

ARTICLE 1: RIGHTS OF EMPLOYEES

Section 1. Each 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. Such right includes the right:

- a. To act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, and other appropriate authorities.
- b. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees.

Section 2. The Employer and the Union agree that employees in the unit shall be protected in the exercise of their right freely and without penalty or reprisal, to form, join and assist a labor organization or to refrain from such activity. This right does not authorize participation in the management of a labor organization or acting as a representative of such an organization by an employee when the participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or the official duties of the employee. However, such employees may not be excluded from membership in the Union. Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to such organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

Section 3. Since most concerns or complaints can be resolved through direct communication of the issue, the Parties will encourage employees to discuss their concerns with their immediate supervisor, Union representative, or appropriate management official. Employees have an independent right to communicate with the appropriate member of the following offices of the Employer to include but not limited to: NAF HRO, second level supervisor or management official (e.g. Division Chiefs or DFMWR Director) in the employee's supervisory chain for matters other than grievances or other complaints, Equal Employment Office (EEO), and Installation Safety Office.

Section 4. Employees have a right to request and receive copies of any official information specific to them personally maintained under their name and/or social security number pursuant to applicable laws and regulations.

Section 5. Employees shall have the right to direct and fully pursue their private lives, personal welfare, and personal beliefs without interference, coercion, or discrimination by the Employer so long as the conduct involved does not have an adverse nexus to their employment. All employees have an obligation to conduct themselves so that no disgrace or disrepute will be visited on the Department of Defense and/or United States Government.

Section 6. Management directed instructions will normally be given in a reasonable and constructive manner. Normally such guidance will be provided in an atmosphere that will avoid public embarrassment or ridicule.

ARTICLE 2: MANAGEMENT RIGHTS

Section 1: Subject to Section 2 of this Article, nothing in this chapter shall affect the authority of any management official of any agency—

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

Section 2: Nothing in this Article shall preclude any agency and any labor organization from negotiating-

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

ARTICLE 3: UNION RIGHTS

Section 1:

- a. A labor organization which has been accorded exclusive recognition is the exclusive representative of the employees in the unit it represents and is entitled to act for, and negotiate collective bargaining agreements covering, all employees in the unit. An exclusive representative is responsible for representing the interests of all employees in the unit it represents without discrimination and without regard to labor organization membership.
- b. The Employer and the Union, through appropriate representatives, shall meet and negotiate in good faith for the purposes of arriving at a collective bargaining agreement. In addition, the Employer and the Union may determine appropriate techniques, consistent with the provisions of Title 5 U.S.C § 7119, to assist in any negotiation.

Section 2: The parties agree to negotiate in good faith under Section 1 of this Article including the obligation-

- a. To approach the negotiations with a sincere resolve to reach a collective bargaining agreement;
- b. To be represented at the negotiations by duly authorized representatives prepared to discuss and negotiate on any condition of employment;
- c. To meet at reasonable times and convenient places as frequently as may be necessary, and to avoid unnecessary delays;
- d. The Employer agrees to furnish to the Union, or its authorized representative, upon request and, to the extent not prohibited by law, data-
 1. Which is normally maintained by the agency in the regular course of business;
 2. Which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and
 3. Which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining; and if agreement is reached, to execute on the request of any party to the negotiation a written document embodying the agreed terms, and to take such steps as are necessary to implement such agreement.

Section 3: Pursuant to 5 U.S.C § 7114(b)(4) of the statute, the Employer agrees to provide the Union, upon request, with information that is normally maintained, reasonably available, and

necessary for the Union to effectively fulfill its representational functions and responsibilities. This information will be provide to the Union within a reasonable time and at no cost to the Union. The Employer agrees to furnish the Union yearly a list of names, series codes, and organizations of bargaining unit employees.

ARTICLE 4: WHISTLEBLOWER PROTECTION

Section 1. NAF employees and applicants will be free from reprisal in making protected disclosures, and the confidentiality of employees and applicants making such disclosures will be protected unless the DOD Inspector General determines that disclosure of their identity is necessary to conduct the investigation.

Section 2. Any NAF employee or applicant for a position who reasonably believes a personnel action (including failure to take such action) was taken as reprisal for making a protected disclosure may file a complaint directly with the DOD Inspector General. Such a complaint may be filed by calling the DOD Hotline toll free number (800) 424- 9098 or by letter addressed to Department of Defense Hotline, Pentagon, Washington, DC 20301-1900.

Section 3. Activities must publicize the procedures for filing a complaint.

ARTICLE 5: FLEXIBLE EMPLOYEES

Section 1. Unless otherwise stated within a specific article, the following are the rights, benefits, and protections of flexible employee provided by this agreement.

Section 2. Flexible Employees have no guaranteed hours and will be scheduled as needed to meet the needs of the activity. A flexible employee serves in a continuing position on a scheduled or an as-needed basis. There is no upper limit to the number of hours a flexible employee may work (subject to overtime obligations and work scheduling requirements).

Section 3. Subject to changes in applicable laws, rules and regulations, flexible employees are eligible for:

- a. Medical Insurance Coverage if they average 30 hours per week for the previous 26 pay periods.
- b. Termination Insurance - regular employees who convert to flexible positions averaging 30 hours per week and flexible employees who have averaged less than 30 hours per week for the previous 26 pay periods
- c. Medical Benefits Entitlement - Flexible employees who have averaged 30 hours of work per week over the previous 26 pay periods must be afforded participation in medical insurance coverage only. This coverage regardless of the number of hours worked will remain in effect until the next calendar review period.

Section 4. Noncompetitive procedures may be used to change a flexible employee to RPT or RFT. Such a change can only be made when the employee remains in the same position with no change in duties and at the same grade or payband level.

- a. Flexible employees who consistently work in excess of 19 hours a week for 90 days may be placed noncompetitively into a RPT or RFT appointment category, as appropriate.
- b. Flexible employees who consistently work 40 hours a week for 90 days may be placed noncompetitively into a RFT appointment category.

Section 5. Employees working in flexible positions may be separated with an advance written notice of 7 calendar days. Such separations are not grievable and are taken without prejudice to reemployment.

Section 6. Regularly scheduled flex will be entitled to leave (e.g. FMLA, Court leave, LWOP, etc. .) in accordance with AR 215-3

Section 7. For regularly scheduled flexible employees the basic workweek requirement may be satisfied on a pay period basis when lack of work prevents meeting the weekly minimum.

Section 8. Both parties agree that the Union Certificate to represent Flex employees was received after CBA negotiations began. In recognition of that fact, the following is a complete list of those articles that were agreed upon and signed prior to inclusion of flex and how those articles should pertain to flex employees.

- a. Position Classification Procedures-Article Applies to Flexible Employees
- b. Wage Survey - Article Applies to Flexible Employees
- c. Healthy and Safety - Article Applies to Flexible Employees
- d. Bulletin Board -Article Applies to Flexible Employees
- e. Leave without Pay- Article Applies to Flexible Employees
- f. Equal Employment Opportunity-Article Applies to Flexible Employees
- g. Labor Management Forums -Article Applies to Flexible Employees
- h. Reasonable Accommodations -Article Applies to Flexible Employees
- i. Negotiations during the term of the Agreement -Article Applies to Flexible Employees
- j. Duration of the Agreement -- Article Applies to Flexible Employees
- k. Contracting of Work Article -- Applies to Flexible Employees
- l. Voluntary Allotment of Union Dues -- Article Applies to Flexible Employees
- m. Whistleblower Protection -Article Applies to Flexible Employees
- n. Official Travel -- Article Applies to Flexible Employees
- o. Union Rights -- Article Applies to Flexible Employees
- p. Management Rights -- Article Applies to Flexible Employees
- q. Governing Laws and Regulations -- Article Applies to Flexible Employees
- r. Rights of the Employees -Flex included except that flex employees may not use official time for union or representational activities. However, flex employees may use their own time for union matters if they choose to do so

- s. Hours of Work -Article Applies to Flexible Employees, as stated in this article
- t. Holidays -Article Applies to Flexible Employees, as stated in this article
- u. FMLA-Article not Applicable to Flexible Employees except for Regularly Scheduled Flex
- v. Annual leave -- Article NOT Applicable to Flexible Employees
- w. Bereavement Leave-Article NOT Applicable to Flexible Employees

ARTICLE 6: NONAPPROPRIATED FUND (NAF) PAY BANDING

1. The pay band system is designed to foster competitive wages, strengthen the link between pay and performance, and provide a streamlined and efficient classification and pay process. It replaces the traditional grade and step system with one that groups work of similar levels of skill and responsibility into broad bands. It assigns a pay range to each band and permits pay to be fixed within the range.
2. NAF are funds that are not appropriated by Congress and are not furnished from revenue derived from taxation. NAF funds are self-generated by Nonappropriated Fund Instrumentalities (NAFIs). NAF employees are federal employees but are not civil servants. NAF employees are not legally part of the Federal civil service; consequently, the policies, procedures, and entitlements relating to employees paid from appropriated funds and those relating to NAF employees are different.
3. The Army NAF (NF) Pay Band System includes all clerical, administrative, sales, technical services, and managerial, executive professional and personal service positions. Positions in the category are identified as "NF" with pay levels from NF-1 through NF-6. This system does not require a mandatory waiting period for pay increases. Band rates are determined in accordance with applicable laws, rules and regulations.
4. Pay may be fixed at any amount within the applicable pay level upon appointment, reemployment, reinstatement, and transfer.
5. Pay may be adjusted within the pay band to achieve comparability when there is a variance from private or public sector wages in that locality for the particular occupation.
6. The employee's basic pay may not exceed the maximum rate for the employee's pay band level.

ARTICLE 7: PAY PROVISIONS AND PROPER COMPENSATION

Section 1: General Provisions

- a. In no case will the pay rate of U.S. citizens and bona fide resident aliens employed in the U.S. be less than the current applicable Federal, State, or municipal minimum wage, whichever is higher; except that compensation for summer and student employees will be in accordance with the special pay schedules issued by DOD 7000.14-R, Volume 8.

- b. No employee's aggregate compensation (basic pay plus any allowances, differentials, bonuses, awards, or other cash payments) will exceed the annual rate then payable for level 1 of the executive schedule as of the end of the calendar year. Aggregate pay will be in conformance with 5 CFR 530b.
- c. Employee wages are subject to all federal, state, local and other taxes and withholdings as dictated by applicable laws, rules and regulations.
- d. Officially authenticated time and attendance reports are required before any payment may be made for pay purposes.
 - 1. Pay for the date of entrance on duty will cover the time that is under the control of the Employer after the employee has been selected for employment. The employee is not entitled to pay for any period exclusively devoted to applying for employment, pre-employment interviews, and other pre- selection processes.
 - 2. Pay for date of separation will cover only the time the employee is in a duty status, which includes time spent in complying with activity clearance requirements.
- e. All adjustments to pay will be effective on the first day of a pay period, unless otherwise directed by HQDA.
- f. When the effective date of two personnel actions are the same, the actions will be processed in the order giving the employee the greater benefit.

Section 2: Pay Corrections, Overpayments & Debts

- a. Employees are entitled to timely receipt of all wages due to them for the applicable pay period.
- b. Employee are responsible for arranging for timely repayment and any and all overpayment. A waiver of overpayment may be authorized when administrative error has resulted in overpayment and there are no indications of fraud, misrepresentation, or lack of good faith on the part of the employee. Such waivers may be approved by the garrison commander or equivalent or a designated representative.
- c. When an Employee identifies a pay discrepancies, the employee will normally notify their supervisor or designee within 3 business days. Upon validation of the employees claim Management will notify the appropriate Agency (e.g. DFAS) who will then process the request.
- d. Employees are responsible for reviewing their wage earnings and leave statements prior to notifying their supervisors of any discrepancies. Employees are responsible for arranging for timely repayment of any overpayment by the Employer. Upon request, the Employer will advise employees of the procedures available and provide the necessary forms for filing a request for waiver of all overpayment of pay received in good faith.

- e. 5 USC 5514 provides authority for collection of debts owed the Federal Government, including DOD NAFLs, by offsetting the salary.
- f. Title 5 USC 5533 precludes pay from more than one position for more than an aggregate of 40 hours of work in a calendar week. This prohibition is applicable to employees in APF and NAF positions or a combination thereof, including flexible appointments. Where an overpayment occurs in violation of this statute, the indebtedness is always to the U.S. Treasury and not to the NAFI and is subject to the waiver provisions of 5 USC 5584.

ARTICLE 8: OVERTIME

Section 1. Officially ordered and approved work in excess of eight (8) hours a day or 40 hours a week and work suffered or permitted by employees who are nonexempt under the Fair Labor Standards Act in excess of 40 hours per week shall be considered overtime work.

Section 2. The Employer reserves the right to assign overtime. However the procedure used for scheduled overtime will be a rotational system where consideration may be given to such factors as equitable distribution and efficiency as appropriate. If an employee feels there is a discrepancy in the distribution of overtime, the employee is encouraged to address the matter with their supervisor before they avail themselves of their rights as outlined in Article 08 of this agreement.

Section 3. The Employer shall notify affected employees of the requirements for all overtime work as soon as possible after establishing firm overtime requirements. Every reasonable effort will be made to provide this notice whenever possible at least 24 hours prior to the requirement or by the close of business on Thursday when the overtime assignments involve a Saturday or Sunday. This Section does not apply to:

- (1) Emergencies requiring immediate action outside and/or beyond regular working hours.
- (2) Employees on assignments at the close of their regular shifts who must be kept on duty on an overtime basis to accomplish the emergency requirements
- (3) Unforeseen circumstances.

Section 4. The Employer agrees that higher graded employees of the unit, insofar as possible, should not be assigned to perform functions below their grade levels on overtime.

Section 5. Employees who work overtime shall be allowed a paid break for every four (4) hour period worked.

Section 6. Employees called in to work outside of, or unconnected with their basic workweek shall be guaranteed a minimum of two (2) hours of work.

Section 7. If an employee is assigned an overtime assignment, authorized absence will not preclude his or her working overtime, unless the need for overtime was caused by the absence.

Section 8. The Employer will, upon request from an employee, relieve that employee from an overtime assignment when the employee is not notified at least 24 hours in advance, and where such assignment would result in an unreasonable inconvenience or adversely affect the employee. The requirement for advance notice does not apply in emergency situations, at which time overtime may be compelled regardless of notice. Upon request, an employee will be relieved in instances where another qualified employee in the organizational element is available for the assignment and willing to work.

Section 9. The Employer agrees that it will initially attempt to meet overtime requirements by means of volunteers from among qualified employees in the unit as described in Section 2 of this Article. In the event the Employer cannot meet its needs on a voluntary basis, it reserves the right to assign overtime work to individual employees, as required. Individual employees will not be required to work overtime against their expressed desires as long as full requirements can reasonably be met by other qualified employees in the organizational element willing to work. Management reserves the right to decide that full requirements are or are not met by the available employees.

Section 10. All Federal Wage System (FWS) employees are entitled to overtime for work in excess of 8 hours in a day or in excess of 40 hours in the administrative workweek, whichever provides the greater benefit to the employee. Paid leave is counted as hours worked. Employees may request compensatory time off in lieu of overtime pay on an hour for hour basis. Both parties agree that overtime is the standard for compensation and that request for compensatory time will be made in writing and signed by the employee. Overtime is paid at 1 ½ times the employee's hourly rate of pay.

Section 11. Employees in the unit shall not be required to perform any work or duty before or after their scheduled work hours, without compensating the employees for such work or duty. It is further understood that if an employee is directed by the Employer to report to a designated location at a specific time prior to, or subsequent to, the assigned tour of duty, the employee shall be compensated for work performed.

ARTICLE 9: HOURS OF WORK

Section 1: A regular employee serves in a continuing position on a scheduled basis. Regular employees are further categorized as regular full time (RFT) if the regular work week is 40 hours; or, regular part-time (RPT) if the work week is from 20-39 hours. The minimum work week for a RPT employee is 20 hours.

Section 2: Flexible (FLX) is an employment category whereby an employee serves in a continuing position on a scheduled or an as needed basis. There is no upper or lower limit to the number of hours a flexible employee may work (subject to overtime obligations and work scheduling requirements). FLX employees who are guaranteed a specific number of hours each week will have those indicated in items 25 of DA Form 3434.

Section 3: Some activities are only open to provide seasonal services, normally at the same time each year. These activities may identify positions not needed for the entire year as "seasonal

positions" and may place incumbents in a non-duty, non-pay status during the periods when their services are not needed.

Section 4: For all activities paid through the NAF centralized pay system, the administrative work week is from 0001 Thursday through 2400 Wednesday.

Section 5: Activity heads will establish a basic work week for each regularly scheduled employee. This will not be less than a 40 hour tour for each RFT employee, and normally not more than 39 hours or less than 20 hours for each RPT employee, exclusive of meal times. Except where inconsistent with operational needs and/or a designated alternate work schedule, workdays will be normally limited to 8 hours. The basic work week will ordinarily be scheduled over a period of 5 consecutive days; it will not include more than 6 days.

Section 6: Commanders are authorized to establish alternative work schedules (AWS). These types of schedules and their implementation will be based on local policy. The policy will be made available to employees upon request. Supervisors are encouraged to grant employee requests for A WS when consistent with operational/mission needs.

Section 7: Tours of duty for RFT and RPT employees will be scheduled and posted two weeks in advance and will cover a period of at least one administrative work week.

Section 8: Management agrees that shift and schedule changes that impact employees are subject to Impact and Implementation (I & I) bargaining and may give rise to appropriate arrangements. The following exceptions to I & I are: routine shift and schedule changes, emergency situations that affect the necessary functioning of DFMWR activities, flex employees, or for de minimus changes as previously defined by FLRA precedent.

Section 9: Management agrees that changes to shifts / schedules will not be made in an arbitrary or capricious manner or used as discipline against employees.

Section 10: For RPT and regularly scheduled FLX employees the basic work week requirement may be satisfied on a pay period basis when lack of work prevents meeting the weekly minimum.

Section 11: The Employer agrees that operating requirements permitting, consideration will be given to employee preferences, based on the seniority within the specific NAF activity at Fort Meade, with respect to such factors as shift assignments, days and/or weekends off, and consecutive days worked in scheduling.

Section 12: No employee will be required to work more than six hours in any workday without a meal period. Meal periods will be scheduled for not less than 30 minutes, and will not be considered as work time. Employees will be excused from their duties during their non-paid meal periods and will not be required to remain at their work area. Upon determination by the Employer, however, employees may be scheduled to have their meal period on the job. In such cases, the employees will be authorized a total of 20 minutes during a designated period in which they may have their meal. Such meal periods are considered time worked. On-the-job meal

periods will be authorized only when it is not reasonable, practical, or economical to provide a normal meal period. It is understood that each employee shall be at the job site at the conclusion of the designated lunch period.

Section 13: It is understood that each employee shall be at the job site, ready to work, at the scheduled starting time of the employee's shift. Each shift may be allowed a reasonable time for rest periods during the middle of the first and last half of each shift not to exceed 15 minutes, workload permitting. The Employer will provide a reasonable amount of time, consistent with the nature of the work performed, for employees to change clothes at the beginning and end of the workday and to clean up prior to the lunch period and at the end of the workday. In the same manner, a reasonable amount of time will be allowed for employees for the storage, clean-up and protection of Government property, equipment and tools prior to the end of the workday. Time authorized by management for these functions will be necessary with the activity and may vary within the unit depending upon work areas and conditions.

ARTICLE 10: HOLIDAYS

Section 1. Consistent with applicable regulations, employees shall be entitled to all holidays prescribed by Federal law and any that may later be added by Federal law and all holiday that may be designated by Executive Order.

Section 2. Holidays as determined by law will normally be observed by the Employer as non-work days, and no work except that which is necessary will be required of employees on such days. Whenever such holidays fall on non-workdays, the holiday will be observed on the preceding workday or the succeeding workday when so declared by Federal law.

Section 3. The Employer agrees that employees will not be scheduled to work on a holiday prescribed by Federal Law or Executive Order for the sole purpose of avoiding overtime work that otherwise would be performed on a day outside the basic workweek.

Section 4. The Employer agrees to keep to an absolute minimum, subject to mission requirements, the number of employees to work on holidays or observed holidays. Employees not required for mission requirements shall be excused from work on holidays or days observed as holidays. The Employer retains the right to require the services of employees for the performance of essential functions, as determined by the Employer, and recognizes the entitlement of such employees to receive compensation in accordance with applicable regulations. An employee who requests to be relieved from a holiday assignment, for: valid reasons and with sufficient leave time to allow rescheduling, will have such request approved if there is another qualified and willing employee available for the assignment.

ARTICLE 11: ANNUAL LEAVE

Section 1: This Article does not apply to flexible or seasonal employees. Only Regular Full time and Regular Part Time employees have the right to accrue annual leave. Supervisors have the right to approve or disapprove annual leave. Employees will request annual leave by means of OPM 71 sufficiently in advance to allow supervisory approval or disapproval, which shall be

based upon the needs of the activity and consideration of the employee's request. When employees can be spared from their duties without unreasonable adverse impact upon the requirements of the Employer, annual leave will be granted freely.

Section 2: In situations which preclude advanced leave request and approval (unscheduled leave), an employee will notify the first line supervisor of the unscheduled leave request within two hours after the beginning of the work shift on the first day of absence, or as soon thereafter as possible. For employees already on duty, employees will notify their supervisors as soon as possible for leave approval. If the first line supervisor is not available, the second line supervisor, or designated management official on duty will be so notified. In such situations employees will give an estimate as to how long they will be absent, and the type of leave desired, subject to supervisor approval. The employee may explain the need for leave or state the matter is confidential in nature.

Section 3: A reasonable effort will be made to prevent forfeiture of leave. However, it is agreed that it is the employee's responsibility to plan requested leave in a timely fashion in order to preclude end-of-year forfeiture.

Section 4: The Employer agrees to make every effort to grant employees accrued annual leave for vacation. Requests for such leave periods will be made sufficiently in advance to provide both the employees and the Employer opportunity for proper planning scheduling. In the event of conflicting requests from employees, attempts will be made to set dates which will be mutually agreeable to all parties. If more employees from the same work area than can be spared apply for leave for the same period, the employee with the greatest length of service with the Nonappropriated Fund Instrumentality (NAFI), shall have preference. Only one scheduled leave period may be designated on a seniority basis as vacation leave during any leave year. The Employer will notify the employee of the disposition of the leave request as soon as possible to enable the employee to plan accordingly.

Section 5: In case of a transfer from one supervisor and/or nonappropriated fund to another, previously scheduled annual leave for vacation purposes shall be brought to the attention of the new supervisor by the employee concerned and all reasonable efforts will be made to honor the previously approved schedule.

Section 6: Any employee applying for leave on a workday which occurs on a religious holiday associated with religious faith of the employee will be granted such leave if possible, if it will not impede an essential service or mission of the fund concerned.

ARTICLE 12: SICK LEAVE

Section 1. The Employer agrees that RFT and RPT employees shall earn sick leave in accordance with applicable laws and regulations. The Union agrees to instill in employees an understanding and appreciation of the need to use sick leave only to cover absences due to incapacitation to perform their assigned duties, as well as the benefits and values that accrue to

employees who accumulate large amounts of sick leave. It is agreed that this article does not apply to flexible or seasonal employees.

Section 2. Approval of accrued sick leave may be granted to an employee when the employee:

- a. Is incapacitated for the performance of duties by sickness, injury, childbirth, or pregnancy.
- b. Is exposed to a contagious disease where the health of co-workers is endangered.
- c. Receives medical, dental, or optical examination or treatment. Employees and supervisors will cooperate to ensure that routine appointments are scheduled so they don't conflict with workload requirements.
- d. Must care for a family member incapacitated by injury or illness, pregnancy, or childbirth, or who receives medical, dental, or optical examination or treatment.

(Total bereavement leave and sick leave taken to care for a family member should be in accordance with applicable laws and regulations).

Section 3. Whenever possible, sick leave requests shall be submitted for approval in advance, with minimum amounts of leave requested. The employee shall advise the supervisor with as much advance notice as possible.

Section 4. It is the responsibility of the employee to request sick leave when prevented from reporting to work in accordance with Section 2 of this article. The employee shall do so by contacting the first or second line supervisor or the appropriate management official two (2) hours prior to the start of the employee's shift. Unless other arrangements with the supervisor have been made, the employee will contact the supervisor each day, through the 3rd day.

Section 5. Employees will normally be required to supply all absences of three (3) days or longer with acceptable medical documentation. When an employee is suspected of abusing the use of sick leave the supervisor may issue written notice to the employee requiring a medical certificate for each absence from work allegedly due to incapacitation or medical appointment, regardless of duration. Such notices will inform the employee of the dates of leave, or other reason that leave abuse is suspected. In all such cases, the sick leave record of the employee concerned will be reviewed every three (3) months and if it is determined that a medical certificate is no longer required, the employee will be so notified in writing.

ARTICLE 13: ADMINISTRATIVE LEAVE FOR UNION SPONSORED TRAINING

Section 1. Administrative leave for short periods of time, on a rotating basis, normally not to exceed 24 hours total within a 12 month period per person, may be authorized for Union officials within the unit for the purpose of attending Union sponsored training. This Union sponsored

training will pertain to matters within the scope of the Civil Service Reform Act (CSRA) and mutual interest to the Employer and the Employees of the unit. Such training must be related to statutory or regulatory provisions concerning pay, working conditions, work schedules, employee grievance procedures, performance ratings, adverse action appeals as well as Office of Personnel Management or Department of Army policy (and negotiated agreements pertaining thereto). Any additional time for training will be considered on a case by case basis and will be considered Official Time as outlined in the Official Time article of this collective bargaining agreement. This Article does not apply to Flexible employees.

Section 2. Such leave will not be authorized if the primary purpose of the employee's attendance is to be trained or informed concerning solicitation of memberships and dues, other internal Union business, or other matters pertaining exclusively to Union activities that are outside the area of mutual interest of the Employer and the Union.

Section 3. Requests for such administrative leave must be submitted through the immediate supervisor for approval 30 days in advance, for approval to the Civilian Personnel Office for records maintenance. Requests must establish and fully document the expected benefit to the Government and include information concerning who will attend, the subject matter and time allotted for the training, and the time and place of said training session(s). The decision on whether to approve such requests will be based upon consideration of the cost to the NAF activity in accordance with policy announced by Department of Army Labor Relations Bulletins on the subject.

Section 4. Representatives of the Union who have been duly designated as Speaker or Negotiating Team Members for the purpose of negotiating a collective bargaining agreement will be allowed administrative leave for such time as they are negotiating the agreement.

ARTICLE 14: ABSENT WITHOUT LEAVE (AWOL)

Section 1. A regular employee's absence from duty that was not authorized or approved is charged on the time and attendance record as Absent Without Leave (AWOL). Pay is withheld for the entire period of such absence. If it is later determined, after discussion with the employee and a union representative if requested, that the absence is excusable, the charge to AWOL may be changed to Annual Leave, Sick Leave, or Leave Without Pay, as appropriate.

Section 2. Periods of AWOL are charged in multiples of 15 minutes. Absences outside the regular employee's scheduled tour of duty will not be considered as AWOL.

ARTICLE 15: BEREAVEMENT LEAVE

Section 1: Use of Sick Leave (SL) is authorized to make arrangements necessitated by the death of a Family member or to attend the funeral of a Family member.

Section 2: SL may be used for the purposes described in this paragraph during any leave year, in an amount not to exceed a total of 104 hours for full-time employees. A part-time employee may use up to the average number of hours in his or her scheduled tour of duty per week.

Section 3: The definition of "Family member and immediate relative" includes:

- (a) Spouse and parents thereof.
- (b) Children, including adopted children, and spouses thereof.
- (c) Parents.
- (d) Brothers and sisters, and spouses thereof.
- (e) Grandparents and grandchildren.
- (f) Same sex domestic partner and opposite sex domestic partners.
- (g) Step parents.
- (h) Step children.
- (i) Foster children.
- (j) Guardianship.
- (k) Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

ARTICLE 16: FAMILY AND MEDICAL LEAVE ACT

Introduction: The Family and Medical Leave Act (FMLA) is administered by the wage and hour division or the Department of Labor. The FMLA provides a means for the Employees to balance their work and family responsibilities by taking unpaid leave for specified family and medical reasons. The Act is intended to promote the stability and economic security of families as well as the Agency's interest in preserving the integrity of families.

Section 1. Family Medical Leave Act (FMLA) will be in accordance with Army Regulation 215-3 and any subsequent updates/changes. All regular employees and regularly scheduled flexible employees in a continuing position who have completed 12 months of service as defined in DODI 1400.25 are entitled to up to a total of 12 administrative workweeks (in direct proportion to the number of hours in the employee's regularly scheduled administrative workweek) of Leave Without Pay (LWOP) during any 12-month period for one or more of the following reasons:

- (1) Birth of a child and the care of that child (within 12 months of the birth).
- (2) Placement of a child with the employee for adoption or foster care (within 12 months of the placement).
- (3) Care of a spouse, child, or parent, if such spouse, child, or parent has a serious health condition (as defined by 5 CFR 630.1202).
- (4) A serious health condition (as defined by S CFR 630.1202) that makes the employee unable to perform the essential functions of the position.

Section 2: Any qualifying exigency arising out of the fact that the spouse or a son, daughter, or parent of the employee is on covered active duty (or has been notified on an impending call or

order to covered active duty) in the Armed Forces in support of a contingency operation. Covered active duty means duty of a member of an Active Component of the Armed Forces during deployment to a foreign country, and duty of a member of a Reserve Component of the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 USC 101(a) (13(B)). A qualifying exigency leave may be for any of the following reasons:

- (a) Short-notice deployment.
- (b) Military event and related activities.
- (c) Childcare and school activities.
- (d) Financial and legal arrangements.
- (e) Counseling.
- (f) Rest and recuperation.
- (g) Post-deployment activities.
- (h) Additional activities to address other events which arise out of the military member's covered active duty or call to covered active duty status provided the Employer and employee agree that such leave must qualify as an exigency, and agree to both the timing and duration of such leave.

Section 3: Under provisions of the Expanded Family Medical Leave Act, a NAF employee may take up to 26 administrative workweeks of Family Medical Leave Act (FMLA) leave in a single twelve (12) month period to care for a covered Service member undergoing medical treatment, recuperation, and/or therapy for a serious injury or illness. The term covered Service member includes an individual who is or has been a member of the Armed Forces, including the National Guard or Reserves, during the 5 years preceding the medical treatment, recuperation, or therapy. The term serious injury or illness includes, in certain circumstances, conditions that existed before the beginning of the Service member's active duty that were aggravated by service in the line of duty on active duty in the Armed Forces. An eligible employee using FMLA leave under paragraph 5-2a and this paragraph is entitled to a combined total of FMLA leave up to 26 administrative workweeks during a single 12-month period.

Section 4: Regular employees may elect to substitute accrued or accumulated AL or SL for any part of the 12-week and/or 26-week FMLA period. However, SL may only be substituted where the use of SL is otherwise permitted by law or this regulation.

Section 5: All eligible employees will be entitled to return to duty upon completion of the FMLA period. Management may require fitness for duty certification if the leave was due to the serious health condition of the employee.

Section 6: The employee will provide a 30-day written notice, when possible, prior to the start date of the FMLA leave. A request for leave based upon medical conditions or qualifying exigency must be supported by certification issued by the health care provider of the employee, spouse, child, or parent of the employee, as appropriate. Managers or supervisors may request certification on DOL Form WH- 384 (Certification of Qualifying Exigency for Military Family Leave (Family and Medical Leave Act) (FMLA)).

Section 7: Management may authorize additional administrative leave to eligible employees in accordance with other sections of this chapter.

Section 8: Employees serving under a flexible appointment with a stated time limitation or not to exceed date of 1 year or less arc covered under DOL FMLA regulations.

Section 9: Except for employees in a non-pay status (LWOP), accrued leave may run concurrently with the FMLA leave period. The employees' ability to substitute accrued paid leave will be determined by the Employer's leave policy and the CBA.

Section 10: Employees will request FMLA through their immediate supervisor. However, the final approving official will be the DFMWR Director. FMLA will not be disapproved if proper documentation is provided and the request meets the necessary criteria as outlined in AR 215-3 and this article. When an employee requests FMLA leave, the Employer will notify the employee within 5 business days, if their request meets eligibility requirements, absent extenuating circumstances. To request FMLA, the employee must submit the following forms:

- (a) WH-380-E (Certificate of Health Care Provider for Employee)
- (b) WH-380-F (Certificate of Health Care Provider for Family Member)
- (c) WH-381 (Notice of Eligibility, rights, and Responsibilities)
- (d) WH-382 (Designation/Approval or Disapproval Notice)
- (e) WH-384 (Certificate of Qualifying Exigency for Military Family Leave)
- (f) WH-385 (Certificate of Serious Injury or Illness of current Service member)
- (g) Note: Forms are located at your local CPAC.

Section 11: An employee who returns from FMLA will return to the same position with the same pay, benefits and other terms and conditions of employment.

Section 12: The employee has a right under FMLA provisions, regulations and policy to file complaints or grievances or to file a private lawsuit, under the Act, and testify and cooperate in accordance with Government wide laws, rules and regulations with an investigation or lawsuit free or retaliation.

Section 13: Upon request from the employee the agency will provide information on leave balance to the employee.

ARTICLE 17: LEAVE WITHOUT PAY

Section 1. Employees may be granted leave without pay in accordance with applicable laws and regulations. The Employer agrees to consider granting leave without pay to employees selected, as appropriate. An employee on authorized leave without pay (LWOP) shall retain benefits and rights provided by applicable laws and regulations. The approving official for LWOP is the Programs Director, Family and Morale Welfare and Recreation (DFMWR) or his/her designee.

ARTICLE 18: DISCIPLINARY AND ADVERSE ACTIONS

Section 1. The purpose of this Article is to provide a mutually acceptable method for discipline and adverse actions in relation to Regular Full Time and Regular Part Time employees. Flexible employees are not subject to disciplinary actions. All formal disciplinary and adverse actions will be taken for just cause. Disciplinary and adverse actions based on unacceptable performance must be supported by substantial evidence. Other disciplinary and adverse actions must be supported by a preponderance of the evidence.

Section 2. The parties acknowledge the value of progressive discipline as outlined in the applicable Table of Penalties in AR 215-3. The parties acknowledge that serious misconduct may warrant more severe penalties. Mitigating and aggravating factors may justify any departures from the Table of Penalties. The application of the table of penalties may be challenged by the Employee or their designated representative.

Section 3. Any grievance concerning disciplinary or adverse action will normally be initiated at the level above the deciding official, at a step consistent with the level of management at which the grievance was initiated. Lower steps in the grievance procedure will be omitted. (By way of illustration, a grievance normally starts at step 1 with the first level supervisor. However, in a disciplinary action there is no reason to submit a first level grievance to the official who just imposed the discipline. Instead, the next level official will consider the discipline as a second step grievance.)

Section 4. In disciplinary or adverse actions against any employee covered under this agreement for which written notice of the proposal is required, the Employer will furnish the employee with a copy of the proposal. The employee may give a copy to a representative of the Union or to any other person. The employees will be advised of the reasons for proposed actions and of their grievance rights as appropriate.

- a. The employee will have 7 days to respond to a proposed action, except for a proposed removal, for which the employee will have 15 days. Employees will receive a reasonable amount of duty time to respond to a proposed suspension or removal. Timely request for extensions or additional duty time to respond will be considered on a case by case basis, supported by good reasons, and will be decided at the discretion of the agency.
- b. The employee may respond orally, in writing, or both, and may submit evidence, to include statements, affidavits or other documents. Upon request, the employee and/or their representative can review the documentation supporting the proposal. Timely request for extensions will be considered on a case by case basis and supported by good reasons. The evidence file, upon request, will be provided to the Employee or their designated representative.
- c. A suspension may be effected no sooner than 15 days from the notice of proposal. A removal may not be effected sooner than 30 days from the notice of proposal. If an action is taken, the employee is entitled to a decision in writing explaining the reason for the decision. The decision letter will also inform the employee of their grievance rights.

ARTICLE 19: GRIEVANCE PROCEDURE

Section 1. The purpose of the Article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances. Employees have the right to file grievances under this Article without interference, coercion or fear of reprisal; such rights are to be protected by management. Dissatisfactions and disagreements arise occasionally in any work situation; the filing of a grievance does not necessarily reflect unfavorably on the quality of supervision, management, the Union, or the employees who filed the grievance.

Section 2. A grievance is any dispute or complaint between the Employer and an employee or employees or the Union covered by this Agreement which issue is any of the following:

- a. Any matter involving the interpretation , application, or alleged violation of this Agreement, and
- b. Any matter involving working conditions or matters within the Commander's discretion in interpretation or application of agency policies, regulations, and practices not specifically excluded or covered by this Agreement

Section 3. Who may file a grievance:

- a. Regular full and regular part time employees may raise any matter that falls within the meaning of a grievance, above, and which is not excluded from this procedure, below. This may include grievances over discipline of the employee or of working conditions.
- b. Groups of employees may raise a grievance over issues that each employee may raise individually.
- c. The union may raise a grievance for and on behalf of the employee(s). The Union may also raise a grievance (which will be initiated at the 2nd step) over an Agency's alleged contract violation, allegations of violations of Government-wide laws, rules, or regulations or of applicable DoD or NAF rules, policies and regulations. In any grievance seeking unpaid wages, the grievance must specify the details of the claims to include names of employees, the dates and times they claim.
- d. An aggrieved employee affected a disciplinary adverse actions may, at the employee's option, raise the matter under an appellate procedure or the negotiated grievance procedure, but not both. An employee shall be deemed to have exercised the option under this section only when the employee files a timely grievance in writing under the negotiated grievance procedure or a timely formal complaint with EEO but not both.

Section 4. This negotiated procedure shall be the exclusive procedure available to the Union and the employees in the bargaining unit for resolving such grievances. Other grievances which are not within the scope of this procedure may be processed under other procedures which are available for those purposes.

Section 5. The following matters are specifically excluded from consideration under this procedure unless not in accordance with applicable law, rules, or regulations:

- a. Actions taken under the provisions of AR 215-3 chapter 11 and AR 380-67 pertaining to the security program.
- b. Separations from a flexible appointment
- c. Separation during the probationary period provided all procedural requirements have been met.
- d. Allegations of discrimination on the basis of race, age, color, religion, sex, disability, or national origin. These cases should be referred to the EEO office.
- e. Personnel actions voluntarily requested by the employee.
- f. Granting or not granting an honorary or monetary award.
- g. A specific action required by an authority outside DA or any matter subject to final administrative review outside the HQDA.
- h. Wage or salary rates or schedules established by appropriate authority.
- i. Terminating a temporary promotion.
- j. Separation from a RFT or RPT limited tenure appointment.
- k. Non-selection from a referral list of properly certified candidates.
- l. Warning of a proposed unsatisfactory performance rating.
- m. Management decisions regarding budget, workload, organization, and mission that result in BBA.
- n. Allegations of mismanagement when no form of personal relief to the employee is appropriate.
- o. The substance and content of an employee's performance elements, standards, or work objectives.
- p. Release of information and records from Army files, unless contrary to government-wide laws, rules, or regulations.
- q. Reassignment to a position at the same rate of pay and grade/level, in the same appointment category and within the same command.
- r. Separation for abandonment of position.
- s. Separation of ODM employees upon withdrawal of their commanding officer's approval to work.
- t. Any matter that has its own review or appeal procedure stated as part of its regulatory provisions
- u. Letters of Reprimand (LOR). Initial LORs cannot be grieved. LORs will remain in the employee file NTE one year. Any subsequent LORs issued within the one year timeframe can be grieved. Receiving a subsequent LOR within the one year time frame subjects the LORs to remain in the employee's file for a period NTE 2 years. It is understood by the Union and the Agency that any LORs removed from an employee's file that has not already been referenced in a disciplinary action will not be referred to in subsequent disciplinary actions. Initial LORs are defined as any LORs issued when there are no other LORs in an employee's file.
- v. Matters accepted by the Inspector General or Auditor General for review.
- w. Any issue previously decided in an earlier grievance brought by the employee.
- x. Performance evaluations of satisfactory or higher.

Section 6. Appeal and Grievance Options: An aggrieved employee affected by discrimination, a removal or reduction in grade based on unacceptable performance, or adverse action may, at the employee's option, raise the matter under an appellate procedure or the negotiated grievance procedure, but not both. An employee shall be deemed to have exercised the option under this section only when the employee files a timely notice of appeal under the appellate procedure or files a timely grievance in writing under the negotiated grievance procedure.

Section 7. Grievability: Questions as to whether a matter is grievable/arbitrable and subject to the terms of this Article shall be submitted to the arbitrator for that threshold determination, subject to appeal to the Federal Labor Relations Authority.

Section 8. The Employer and the Union agree that every effort will be made to settle grievances at the lowest possible level. Reasonable time during working hours will be allowed for an employee to discuss, prepare, and present grievances, including attendance at meetings with management officials. A Union representative will be given the opportunity to be present at all steps of the grievance procedure as outlined in Section 8 below, if the employee so desires. Official time for Union representation shall be in accordance with Article 5, Rights of Union Representatives.

Section 9. An employee or group of employees wishing to present a grievance without representation of the Union may do so; however, any adjustment of such grievance must be consistent with the terms of this Agreement, and the Union will be given the opportunity to have an observer present at the time of adjustment.

Section 10. Group grievances: An identical grievance or substantially similar grievances, by two or more employees will be considered as a single grievance. A decision on such grievances applies to all employees in the group and each is given a copy of the decision. An employee may withdraw from a group grievance, in writing, at any time before a decision is rendered; however, such employee may not thereafter initiate the same or a substantially similar grievance.

Section 11. Pre Grievance Dispute Resolution:

The Parties agree that to facilitate resolution at the lowest level. Employees will discuss their concerns and issues with their supervisor, in a non-adversarial manner before filing a grievance or contacting a Union official. If they believe that the issue or concern has not been addressed or resolved to their satisfaction, they may then contact the Union in order to examine the issue further.

Section 12: Grievance Procedural Steps:

Step 1. The employee, their representative (if represented) and management official will meet to discuss the issues. Employees wishing to file grievances must sign the Grievance Form contained in this Agreement at Appendix II as the first written step. Grievances must be presented within fifteen (15) calendar days from the specific act or occurrence, or within 15 days of when the employee reasonably should have learned of the act, occurrence, or continuing condition.

Step 2. If the matter is not satisfactorily settled at Step 1, within ten (10) calendar days of the initial discussion the aggrieved employee must submit the matter in writing to the next level of supervision with authority to make a decision in the matter. The grievance must be submitted in writing on the Grievance Form contained in this Agreement at Appendix II. The Employer will render a decision in writing within ten (10) business days.

Step 3. If the matter is not satisfactorily settled at Step 2, within ten (10) calendar days of receipt of the Step 2 decision the aggrieved employee must forward the grievance in writing to the Commander, Headquarters, Fort George G. Meade, ATIN: Civilian Personnel Officer, Fort George G. Meade, Maryland 20755, for further consideration. The Commander or a designated representative will give a written decision within ten (10) calendar days after receipt of the grievance.

Section 13. If the grievance is not satisfactorily settled at Step 3, the Union or the Employer may refer the matter to arbitration within 10 days.

Section 14. Failure of the Employer to meet the time limits in this Article shall entitle the employee or union to advance the grievance to the next step. Failure of the employee or union to meet the time limits in this Article will terminate the grievance. The parties agree that time is of the essence. Time limits in this Article may be extended by mutual consent. A timely request for extension will normally be granted. Both parties agree to accept on a reasonable basis an extension of no more than 2 weeks.

Section 15. The union may, to the extent not prohibited by law, request data which is normally maintained by the agency in the regular course of business; reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors.

When a party requests relevant information from the other party, upon request, the timeframes for responding will be tolled until the information is provided.

Section 16. Discontinuance of consideration

- a. A grievance may be canceled at any time at the grievant's request. The request will be in writing and should state briefly the reasons for the request. When a grievant requests that a grievance be canceled, a subsequent grievance on the same matter may not be filed.
- b. Unreasonable delay will justify closing the case and rendering a decision on the basis of the information available. Unjustified delay on the part of management will serve as basis for the employee to request that the grievance move to the next higher level.
- c. If the grievant resigns, dies, or is separated before a decision is reached, the action will be stopped and all interested parties will be notified promptly, in writing, by the servicing CPAC NAF HRD that the case is being closed without decision. A

copy of this notification will be made a part of the case record. If a separation under chapters 6, 7, or 10 of Army Regulation 215-3 is involved, or a pay issue is involved in a grievance, the case will be processed to conclusion in the same manner as though the grievant had remained on the rolls.

- d. When a grievance is closed, the grievant will be informed of the reasons in writing, unless the grievant has been separated from the rolls voluntarily or unless the case is closed because of death.

Section 17. Issues previously decided: If an employee attempts to grieve an issue that was decided in an earlier grievance by the same employee, the servicing CPAC NAF HRD will cite the previous grievance decision and reject the grievance.

ARTICLE 20: ARBITRATION

Section 1. Arbitration may be invoked by either party, but not by employees. Arbitration shall extend only to disputes involving matters covered by the Negotiated Grievance procedures of this contract. Arbitration will not extend to:

- a. Changes or proposed changes to this Agreement.
- b. Changes or proposed changes to policies and regulations of higher headquarters or the Office of Personnel Management
- c. Proposed changes to policies and regulations of the Employer.

Section 2. If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedures, such grievance, upon written notification by either the Employer or the Union within 30 calendar days after issuance of the final decision, shall be submitted to arbitration.

Section 3. Within five (5) working days following the request for arbitration, the moving party shall make written request of the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven impartial individuals qualified to serve as arbitrators. The moving party shall submit this request to the other party for its signature, prior to dispatch to FMCS. Within five (5) working days of receipt of such list the parties shall meet to select an arbitrator. If the parties are unable to agree as to one of the recommended arbitrators, the following selection procedure shall apply: Each party will alternatively strike one arbitrator's name from the list, the first party to strike having been determined as the winner of a flip of a coin. The parties will strike names until only one name remains on the list. The remaining name shall be duly selected as the arbitrator except that a new list may be jointly requested from the Federal Mediation and Conciliation Service if the remaining Arbitrator is mutually unacceptable to the parties.

Section 4. The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case in the event: (1) either party refuses to participate in the selection of an arbitrator, or (2) upon undue delay on the part of either party.

Section 5. The grievant may withdraw the grievance at any time prior to the actual convening of a hearing or submission of the case to the arbitrator.

Section 6. Within five (5) working days of selection of an arbitrator, the moving party shall inform the arbitrator and FMCS of the selection. No later than 10 working days prior to the date set for the hearing, the parties will mutually frame and submit the exact issue to the arbitrator. In the event the parties cannot agree on the exact issue, they shall, within the same time frame, submit under one cover the issue as each party perceives it to be. This period may be extended for a reasonable time and for valid reasons if mutually agreeable to both parties. If the time set for submitting the issue to the arbitrator has not been mutually extended, and if either party fails to adhere to the requirements of this Section, the other party may submit its issue to the arbitrator and that issue will be the sole issue under consideration during the arbitration hearing.

Section 7. The Arbitrator shall not have authority to change, add to, delete from, alter or amend in any way the language of the Agreement, or the published policies and regulations of appropriate authorities. The Arbitrator shall address only the issue or issues presented by the parties, and shall not develop or address issue(s) not mentioned in the initial submission agreement of the parties.

Section 8. The Arbitrator's fee and costs directly attributed to the arbitrator (including but not limited to per diem, facilities, transportation, and transcription services) shall be borne equally by each party provided such costs to the Government do not exceed those authorized by applicable laws and regulations.

Section 9. The arbitration will be held on the Employer's premises during the regular day shift hours of the basic workweek (Monday through Friday). All participants if otherwise on regular scheduled duty shall be in a duty status during such time as their presence is required for the conduct of the hearing. No overtime or compensatory time will be granted.

Section 10. The Arbitrator shall be requested to render a decision as expeditiously as possible after the conclusion of the hearings, but in any event, not later than 30 days after the conclusion of the hearing.

Section 11. The decision of the Arbitrator shall be final and binding, except that either party may file exceptions to the Arbitrator's award with the Federal Labor Relations Authority, in accordance with the procedures specified by the Authority or law.

ARTICLE 21: OFFICIAL TIME

Section 1. The Employer and the Union recognize that official time is the practice in which federal employees who are union representatives represent their coworkers on government time. Employees are allowed to use official time only to perform representational activities. Such activities include creating fair promotional procedures, setting procedures that protect employees from on-the-job injuries, enforcing protections from unlawful discrimination, providing workers with a voice in determining working conditions, and representing

employees in grievances and disciplinary actions. Official time will not be granted for preparing a grievance, organizing materials, writing, or typing it.

Section 2. The Civil Service Reform Act of 1978 limits the amount of official time that can be used for representational responsibilities to what is deemed reasonable, necessary and in the public interest. Union representatives are not allowed to use official time to conduct union- specific business, such as soliciting members, holding internal union meetings, electing union officers or engaging in partisan political activities.

Section 3. Official time is granted without charge to leave or loss of pay and is authorized only when the employee would otherwise be in a duty status. Official time is considered hours of work.

Section 4. Prior to leaving the worksite, a Union Steward must have a completed Official Time Form (appendix I) signed by their immediate supervisor or the supervisor's designee. The steward shall be allowed to leave the worksite when mission requirements allow. In the event the supervisor cannot release the steward at the time proposed, the supervisor will arrange for the earliest possible release time. Union Stewards will work to bring about a prompt and expeditious disposition of a grievance or other representational duties. Extensions to the time approved on an appendix I must be made in advance and will be considered on a case by case basis.

Section 5. If a meeting is to be held during the represented employees schedule hours of duty, the Union Steward must coordinate with employee's supervisors for their release.

Section 6. The Federal Labor Relations Authority can authorize official time for employees representing the union in any phase of proceedings before the Authority. This would include unfair labor practice proceedings, bargaining unit representation proceedings, etc. Again, the employee would have to otherwise be in a duty status to be on official time.

Section 7. Union officials will be permitted a necessary length of time, during regular working hours, to consult or meet and confer with Management. Union officials will limit use of regular working hours for consultation or conference with Management so as not to interfere unduly with the proper performance of their official duties as employees.

Section 8. The Employer and the Union agree that Official time must be granted to employees representing a labor organization when engaged in collective bargaining, to include attendance at impasse proceedings.

Section 9. The Union agrees to ensure stewards are trained on official time and the Union will work with the Employer to ensure abuse of official time does not occur.

ARTICLE 22: PERFORMANCE MANAGEMENT

Section 1: The Employer and Union agree that the primary objective of a performance appraisal system is to assist in improving individual employee performance and organization effectiveness. Other related objectives are:

- a. To increase productivity and assist in ensuring economical operations of the Employer.
- b. To provide specific evaluation of the performance of every regular employee.
- c. To provide a sound and continuing basis for effective supervisor-subordinate relationships.
- d. To ensure that every employee is informed of the requirements by which the employee's performance is appraised.
- e. To make and keep employees aware of their supervisors assessment of their work performance.
- f. To acknowledge employees contributions, accomplishments and good work.
- g. To recognize and assist in correcting employee work deficiencies.

Section 2. Performance management and evaluation will be administered in accordance with AR 215-3. All employees in the bargaining unit will be evaluated on an annual basis under a performance evaluation system that includes performance standards. Such standards shall be related to the employee's official position description.

Section 3. Written performance plans and/or standards will be established, communicated, and discussed with the employee within 30 days from the start of employment, the start of a new rating cycle, or employee job change. Employees will be given a copy of their position description and performance standards during the same 30 day period.

Section 4. Evaluation will be based on the employee's performance established for the position.

Section 5. The agency will not prescribe a distribution of levels of ratings for Employees covered by this Agreement; each Employee's performance will be judged solely against his/her performance standards.

Section 6. Performance Improvement Plans:

- a. When regular employees are alleged to be performing at a less than satisfactory level, that employee will be notified in writing of their subpar performance, what action must be taken by them to improve their performance to a satisfactory level, and what assistance will be provided by the supervisor to help the employee to improve performance. Depending on the remedy required, the employee will normally be given

90 days to improve performance to a satisfactory level. At the end of this period, the employee will be evaluated and informed in writing of their performance.

- b. The Employer and employee will meet every 2 weeks to discuss the Employee's progress or lack thereof, and what objectives must be met to achieve an acceptable level of performance. Depending on circumstances these meetings may be more or less frequent.
- c. The Union or Employees cannot grieve the notice of a Performance Improvement Plan.

Section 7. Union Officials who are granted Official Time for Representational Activities will not be penalized in their performance appraisals for said use of Official Time. Their performance of duties shall be evaluated against the assigned elements and standards only for the time they could perform their duties.

Section 8. The Employer should conduct at least one Mid-Point progress review with each regular Employee and document the results of the review.

Section 9. The Union and/or Employees cannot grieve the substance of their performance standards. Said Parties may only grieve an allegation of misapplication of the performance standards.

ARTICLE 23: INCENTIVE AWARDS & SUGGESTION PROGRAM

Section 1. The Employer and the Union agree that to properly maintain interest and to promote new ideas, it is beneficial to have a valid and proficient Incentive Awards and Suggestions Program. To ensure this the Employer and the Union further agree that all incentive awards and suggestions will be fairly evaluated and promptly processed. All awards and incentives are discretionary to the Employer and based on budget and funding. Incentive awards will be processed in a timely and expeditious manner, consistent with Army regulation 215-3 and all other relevant government-wide laws, rules, and regulations.

Section 2. The Incentive Awards program applies to all Army NAF employees including military personnel employed during off-duty hours. The term incentive awards include cash awards, length-of-service awards, honorary awards, and pay adjustments (for pay band employees) or suggestions. The program recognizes an employee's performance, special achievements, or contributions made to the Army mission.

Section 3. The incentive awards program will be administered as an integral part of the total NAF personnel administration program and coordinated to the fullest extent possible-with the performance evaluation, training, promotion, cost reduction, safety, health, and management improvement programs of NAFs. All operating budgets should include provisions for incentive awards. Although cash awards can and should be tied to activity profitability where appropriate, it is counterproductive to prohibit awards within a non-profitable activity since an active incentive awards program is a proven productivity motivator.

Section 4. Action will be taken on a continuing basis to promote full understanding of and participation in the incentive awards program by the Employer.

Section 5. Length of service pins and certificates are authorized in accordance with AR 672- 20. All Federal, military, and NAF service will be creditable; however, the last full year of service must have been as a NAF civilian employee of DA.

Section 6. Time off awards may be given to an employee as time-off with no charge to leave may be authorized in lieu of the traditional cash award for a special act or service or in conjunction with a special achievement award. The DA Form 5167 or SF 52 will indicate the number of hours approved. At the time the hours are used the time card will indicate the time used as administrative leave. Employees may receive more than one time-off award. The maximum for a single award is 40 hours. The maximum for a 12-month period is 80 hours. The time-off award must be scheduled and used within 1 year of the approval date. A time-off award will not be converted to a cash payment under any circumstances. A NAF employee may retain the time-off award balance he or she has on a move from one activity to another activity within an Army NAFI or from one NAFI to another NAFI within the Army.

Section 7. NAF employees are not eligible for awards funded by APF.

Section 8. When any eligible suggestion is received, it will be processed and forwarded promptly through the chain of command to the MWR Director. The MWR Director may seek advice from other qualified persons who are familiar with the area in which the suggestion may have application. This will be accomplished within a reasonable period of time.

Section 9. When the suggestion reaches the MWR Director, it will be evaluated promptly and returned to the supervisor of the suggestor. When it is determined that evaluation cannot be completed within a reasonable time after receipt of the suggestion, the suggestor will be so informed by their supervisor and furnished interim progress reports on the status of the suggestion.

Section 10. Operating officials, to whom authority to approve or disapprove awards and suggestions has been delegated, will insure that time limits prescribed by regulations for acting upon such actions are adhered to.

Section 11. Recommendations for awards shall be based strictly on merit. An award may not be disapproved solely on the basis of exceeding established guidelines.

Section 12. For the purpose of better understanding, the Employer will ensure that the program and recipients of awards receive adequate publicity as applicable.

ARTICLE 24: DETAILS

Section 1: Details are a management tool designed to address a temporary need. Details will be managed in accordance with all applicable laws, regulations and policies. Employees placed in non-direct care status and/or employees who are moved due to an ongoing investigation are not

covered by this article. Only details in excess of 30 days will be documented on the appropriate forms together with a set of duties or a job description or position guide. The forms and attachments are filed in the employee's eOPF in accordance with Army Regulation.

Section 2: Details of Union Officials

The Union will normally be given advanced, written notice, when detailing a Union Official, unless the detail was at the employee's request. The Agency will make a reasonable effort to avoid placing a Union Official on details that may prevent them from performing their representational duties, unless the detail was at the employee's request.

ARTICLE 25: BUSINESS BASED ACTIONS

Business based actions (BBA) are a method for effecting workforce reductions and realignments that are necessary to conduct operations in an effective manner. In no case will BBAs be used to address inadequate performance, or for disciplinary reasons.

- a. BBAs are non-disciplinary, management-initiated actions taken to adjust personnel resources with a minimum of disruption to operations. While some NAFI activities are not businesses, they still must be staffed in the most economical manner consistent with maximum efficiency. BBAs include but are not limited to:
 1. Reduction in pay rate (applicable only to NF employees).
 2. Change in employment category.
 3. Furlough of a regular employee.
 4. Separation (does not preclude reemployment)
- b. Implementation and Administration of BBAs will be in accordance with AR 215-3 and other Army directives.
- c. Reductions and realignments should be given top management attention to decrease adverse effects on employees and on the future effectiveness of the activity involved.
- d. All employees in the activity who may be affected will be provided initial information as close to simultaneously as reasonably possible. This may be done in writing. The written notification will provide general information. Employees should not perceive the notice as an official BBA proposal. The Union will be informed of proposed BBAs prior to the initial announcement to employees.
- e. Effected employees may be entitled to a lump sum payment or severance. All payments will be made in accordance with applicable law, rules and regulations.

- f. DOD NAF employees separated by BBA will be afforded priority consideration for Army NAFI positions in accordance with Army Regulation
- g. An employee may not grieve the management decision to conduct a BBA only whether processes or procedures are improperly applied.

ARTICLE 26: POSITION CLASSIFICATION PROCEDURES

Section 1: Every employee shall be furnished a current and accurate copy of the employee's position description and copies of changes to the position description as they are made by the Employer. Copies of changes to standard position descriptions, as published by DA, will be furnished to the Union as the Employer receives them.

Section 2: An employee, who alleges inequities or inaccuracies in the employee's own Description or grade, shall be furnished information on the right to submit request for review as set forth in applicable regulations. The employee may be represented or assisted by Union Representatives in discussing the matter with the Supervisor or representatives of the Civilian Personnel Advisory Center; in reviewing and reading position descriptions that pertain to the position; and in pursuing an appeal under the provisions of applicable regulations. No employee will be discriminated against nor will reprisals be taken because of the exercise of such rights.

Section 3: The Employer agrees that the statement "Performs other duties as assigned" will appear as an unnumbered paragraph in the description to make clear that the assignment of duties to employees is not limited by the content of the position description. "Performs other duties as assigned" means assignments which are reasonably related to the employee's position and qualifications. The Union recognizes that in special circumstances or emergencies duties, which might not be reasonably related to an employee's position, might have to be assigned. The Employer will make "good faith" efforts to minimize such assignments and will terminate them at the earliest practicable time in accordance with mission requirements. This in no way limits an employee's responsibilities to perform housekeeping functions around the employee's immediate work area, such as the employee's desk or machine. In no circumstance will the Employer assign the employee to "other duties as assigned" as punishment, retribution, or discipline, but only to fulfill mission requirements.

Section 4: All NAF position descriptions will be verified by the appropriate supervisor as being accurate and complete when the position is established. Major duties which are regular and recurring in nature will be specifically enumerated in the position description.

ARTICLE 27: EMPLOYEE TRAINING AND DEVELOPMENT

Section 1. The Employer exercises responsibility for the establishment of training programs within the unit to increase efficiency and effectiveness. The Employer will, as the need arises, identify areas of skill in which scarcities exist. The Union will recommend to the Employer those training programs which are considered as necessary for improvement in the performance of official duties. The employee recognizes a responsibility to engage in self-development activities to improve employment capabilities in order to reinforce training provided by the Employer. The

Union agrees to support Employer established training programs, and to encourage employees to engage in Department of Army and other off-duty self-development programs. Training shall be based on the agency's interest, the availability of funds and resources, and position description requirements.

Section 2. As applicable, the Employer will publicize available NAF training opportunities so that employees may apply for such training. Equal opportunity to participate in training will be made available to employees, as determined by the Employer, who need and qualify for training.

Section 3. The Employer agrees to plan for retraining of employees when necessary because of planned management changes in organization, function or missions, and to provide such on-the-job cross training as is practicable and in general interest. When appropriate, the Employer will announce any rehabilitation training available to employees whose employment is terminated because of a business based action (BBA).

Section 4. Competitive procedures will be used to select unit employees for training which may enhance their opportunities for promotion.

Section 5. When new positions requiring new techniques or abilities are established and qualified candidates are not available from other sources, the Employer will publicize job training opportunities in these areas and inform employees how to apply for this training.

Section 6. Whenever technological changes cause abolishment of some jobs and establishment of others within a particular fund activity, the Employer agrees to utilize the abilities and skills of the displaced employees if possible.

Section 7. The parties agree that fair and equitable consideration shall be afforded unit employees in respect to training which will improve their on-the-job performance. In this connection, the selection of candidates for such training shall be made from qualified employees in the area concerned.

Section 8. The Employer and the Union will provide on-duty training to Management and Union officials in the interpretation and administration of the contract.

ARTICLE 28: EMPLOYEE SERVICES

Section 1. The Employer will make reasonable efforts to provide employee services which fulfill demonstrated needs for motivating employees toward better production, protecting employee health and improving their morale, and which are responsive to expressed interests of employees in consonance with Department of the Army policy to include appropriate facilities for lunch.

Section 2. It is the policy of the Employer that employees will be notified of personal emergency telephone calls or messages received for employees during the work day.

Section 3. Where practical and when requested, the Employer will establish a room where employees who become ill on the job may rest for a reasonable amount of time.

ARTICLE 29: CONTRACTING OF WORK

When the Employer anticipates contracting out of work presently being performed by bargaining unit employees, the Union will be notified in accordance with this agreement. The Employer will provide briefings to the Union upon request.

ARTICLE 30: FINANCIAL OBLIGATIONS OF EMPLOYEES

Section 1. The Employer agrees that no personnel of the unit shall be assigned to act as a collection agent for debts allegedly due by an employee of the unit to any private individual or firm.

Section 2. It is recognized that all employees are expected to pay each just financial obligation in a proper and timely manner, especially one imposed by law such as Federal, State or local taxes. A just financial obligation means one acknowledged by the employee or reduced to judgment by a court. In a proper and timely manner means in a manner which the supervisor determines does not, under the circumstances, reflect adversely on the Government and the Employer. In the event of a dispute between an employee and a private individual or a firm with respect to an alleged debt or financial obligation, where debt is not acknowledged by the employee or reduced to judgment, the Employer will not act as an arbitrator but will only inform the alleged creditor that no further action will be taken until the claim's validity has been determined through proper civil proceedings. Creditors and collectors will be denied access to employees for the purpose of presenting or collecting claims during working hours.

Section 3. Failure without good cause to honor just debts may reflect on an employee's suitability for continued employment and may lead to disciplinary recourses. In enforcing the indebtedness standard, formal disciplinary actions should be resorted to only after counseling and other corrective measures have failed to resolve the problem and then only after full consideration of the employee's personal circumstances and a finding that failure to meet a just obligation was both deliberate and without good cause. The Employer will consider hardship factors as a mitigating circumstance on a case by case basis.

Section 4. For those positions in which there is fiduciary nexus a credit check will be requested as part of the background investigation. Previous and/or current credit issues, financial indebtedness and bankruptcy findings will be fully adjudicated using the applicable Army review process.

ARTICLE 31: EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Agency and the Union acknowledge their mutual responsibility for ensuring that no one who has authority to take, direct, recommend or approve any personnel action, or to influence, directly or indirectly, anyone in the taking, directing, recommending or approving of any personnel action, shall discriminate for or against any employee on the basis of age, race, color, religion, sex, disability and/or national origin, as prohibited under the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; on the basis of age, as prohibited under the Age Discrimination in Employment Act of 1967, as amended by the Fair

Labor Standards Amendments of 1974; on the basis of sex as prohibited under the Fair Labor Standards Act of 1938; on the basis of a mental or physical handicapping condition under the Rehabilitative Act of 1973; or on the basis of marital status or political affiliation as prohibited under any law, rule, or regulation.

The parties agree to promote the full realization of equal employment opportunity through a continuing affirmative action program, via the Equal Opportunity Office (EEO).

Section 2. The Employer agrees to furnish to the Union, on request, statistical information with respect to employment by reference to minority group and sex, to the extent permitted by law or regulation. Requests go through NAF Labor Management Employee Relations Office (LMER) on Ft Meade.

Section 3. Grievances/complaints brought under this article shall be prosecuted, at the option of the employee, under the negotiated grievance procedure or the applicable statutory EEO appeal procedures, but not both. An employee shall be deemed to have exercised his/her option under this section when he/she timely initiates an action under the applicable statutory procedure or files a timely grievance in writing under the negotiated grievance procedure, whichever occurs first. Discussions between an employee and an EEO counselor will not preclude an employee from opting to select the negotiated grievance procedure if the grievance is otherwise timely.

ARTICLE 32: BULLETIN BOARD

Section 1. The Employer agrees to provide a designated space on one bulletin board in each activity, within bargaining units for the posting of Union notices, and informational material. The Union shall be responsible for posting and removing material and maintaining its bulletin board space in an orderly fashion acceptable to the Employer. Information such as brochures, flyers, notices, and other publications by the Union National Office shall not require prior approval before posting. The Union agrees to comply with governing laws and regulations, and will ensure that posted materials are accurate and does not contain scurrilous or libelous material.

Section 2. The Employer agrees that enveloped communications between Union officials may be delivered through the post distribution system provided that the material meets the criteria of applicable regulations.

Section 3. The Employer agrees to furnish the Union a copy of new or revised local regulations pertaining to personnel matters and working conditions and Civilian Personnel Bulletins. The Employer agrees to provide the Union access to Federal Personnel Manual, Agency and Government-wide regulations currently in effect concerning personnel policies, practices, procedures and working conditions.

ARTICLE 33: WAGE SURVEY

Section 1. Wage Surveys are administered under the auspices of the Wage Fixing Authority. The Union has the right to participate in local wage surveys as provided in 5 CFR (Code of Federal Regulations) Part 532 and DODI (Department of Defense Instruction) 1400.25, Volume 1405 and the Guide for Conducting Federal Wage System Surveys for Nonappropriated Fund Employees (unless otherwise superseded).

Section 2. Upon establishment of tentative or actual starting dates of the wage survey, the Union will be notified. The Union may submit recommendations for consideration through the Local Wage Survey Committee concerning the areas, industries, establishment, and jobs to be covered in the wage survey. The Union may nominate members to participate on the wage survey team(s).

Section 3. Data for the Crafts and Trades, Administrative Support and Patron Services surveys will be collected by joint Union-Management team(s) and will be presented to the Local Wage Survey Committee.

Section 4. Participation in the Wage Survey process, inclusive of training provided by CPAC, will be considered official time for members nominated by the Union.

ARTICLE 34: CIVIC RESPONSIBILITIES

Section 1. The Union agrees that it will not disparage participation in authorized charitable fund-raising campaigns, and other charitable and humanitarian activities; nor will the Union recommend non- participation in such activities. It is agreed that such participation shall always be voluntary and the Employer and the Union shall refrain from exerting pressure upon employees to participate.

Section 2. The Employer and the Union will participate jointly in increasing interest and participation in the American Red Cross Blood Donor Program. The Employer will assure that donors will be granted excused absence in accordance with applicable regulations.

Section 3. The Employer agrees that eligible employees in accordance with agency regulations, who would otherwise be on duty and who are called for jury duty will be paid at their basic rate for time lost from their normal basic work schedules. Such employees will check with the servicing Human Resource Officer or HRO representative to determine if any compensation or fees may be expected and what disposition to make of any compensation or fees they are allowed to accept. An employee called for such duty will promptly notify the Employer in order that arrangements may be made for the absence. The employee is required to present to the supervisor the court order, subpoena, or summons, if one was issued, as far in advance as possible. The Employee will present to the Employer an appropriately signed jury service time card or other satisfactory evidence of the time served on such duties.

Section 4. A veteran of a war, or of a campaign or expedition for which a campaign badge has been authorized, or a member of an honor or ceremonial group of an organization of those veterans, may be excused from duty without loss of pay or charge to leave for up to 4 hours of

excused absence to serve as a pallbearer, member of a firing squad, or honor guard in a funeral ceremony for a member of the Armed Forces whose remains are returned from abroad.

Section 5. To facilitate voting, the Employer may grant excused absence when the polls are not open at least 3 hours either before or after an employee's regular work schedule as long as such absence does not interfere with operations. When employees are granted excused absence, they may be permitted to report for work 3 hours after the polls open or leave work 3 hours before the polls close, whichever involves less time away from work. If an employee's voting place is beyond normal commuting distance and voting by absentee ballot is not permitted, the supervisors may grant longer excused absence (not to exceed 1 day) to allow the employee to make the trip to the voting place to cast a ballot.

ARTICLE 35: HEALTH AND SAFETY

Section 1. The Employer agrees to continue to make every reasonable effort to provide and maintain safe working conditions. The Union will cooperate in these efforts and encourage employees to work in a safe manner. The Employer and the Union agree to cooperate on health and safety issues in the context of professional communication and understanding, and promote an atmosphere of trust and common concern.

Section 2. The Union's designated alternate to the Safety Occupational Health Advisory Council (SOHAC) may be a Nonappropriated Fund employee.

Section 3. In the course of performing their regularly assigned work, employees and Union representatives will be alert to observe unsafe practices, equipment and conditions as well as environmental conditions, inclusive of temperature irregularities in their immediate area which represent safety or health hazards. When an apparently unsafe or unhealthy condition is observed, the employee or Union representatives shall report them to the appropriate supervisor. After review of the reported condition, the supervisor will take appropriate action. Responses to reports of imminent danger (a condition or practice which could reasonably be expected to cause death or immediate serious physical harm) will be made immediately. Air quality in and around work areas may have a direct bearing on an employee's health and may be reportable to SOHAC.

Section 4. No employee shall be required to work on or about moving or operating machines or in areas where conditions exist that are unsafe or detrimental to health without proper precautions, protective equipment and safety devices. Also, no employee who is engaged in work which is potentially hazardous shall be permitted to work alone or beyond the call or observation of another employee.

Section 5. To the extent possible, the assistance of appropriate medical officials shall be utilized to help maintain an industrial health program to aid employees to enjoy optimum health while on the job.

Section 6. Employees will wear or use protective clothing and/or equipment necessary for the safe performance of assigned work, such equipment and clothing to be furnished by the Employer. The Union may recommend new protective clothing and equipment and/or

modifications to existing equipment for consideration by the Safety Director and such recommendations shall receive prompt attention. Employees will be responsible for the proper use, safeguarding and maintenance of any such equipment or clothing issued to them.

Section 7. It is agreed that all employees shall be required to report all unsafe conditions/injuries/accidents immediately, as required by existing regulations. The Employer will comply with current regulations and instructions concerning reporting of such incidences.

- a. Time spent for initial treatment or diagnosis by employees injured during working hours shall be handled in accordance with applicable laws and regulations. Upon employee notification, the Employer is responsible for initiating and guiding the employee on the appropriate forms and process for Workers' Compensation as appropriate to the situation.
- b. If the Union, after thorough discussion with the Agency Representative, as well as the SOHAC, is not satisfied with the Agency's resolution of the Health and Safety issue at hand, it may file a grievance and/or contact OSHA.
- c. It is understood by the Parties that an investigation of safety and health concerns and/or complaints is a process of verification, investigation, and resolution, and may not be instantaneous, but may take a reasonable amount of time depending on the urgency of the situation. The Union official(s) will be notified of any known critical safety issues, and will be able to accompany the Agency Safety representatives, as well as management to said site.

Section 8. The Employer hereby agrees to maintain an occupational health program in accordance with applicable laws and regulations.

ARTICLE 36: ALCOHOL AND DRUG ABUSE

Section 1. The parties agree that alcohol and drug abuse can be detrimental to an employee's personal and work life. The Employer and the Union recognize the value of early identification and treatment of substance abuse. As such, if either party becomes aware that an employee has a substance abuse problem, that party will inform the employee about the Army Substance Abuse Program (ASAP) located at Fort George G. Meade (and other programs or resources as applicable).

The parties, being sensitive to the privacy of the issues, agree that management should counsel the employee in private. However, Employees should also be aware that they may speak with a union representative, or ask a representative to help them discuss the issue with management.

ARTICLE 37: BREAKS AND EATING AREAS

Section 1. When appropriate the Employer will identify specific areas for employees to have meals and breaks. When possible, equipment such as chairs, tables, waste receptacles, refrigerators, microwaves will be furnished by the Employer. Consistent with the needs of the

activity, the Employer may provide additional equipment, such as a television, or computer terminals for employees during lunch or break time. However, the business needs of the particular NAFI activity and the space available at the work site may restrict this.

ARTICLE 38: DISMISSAL AND CLOSING PROCEDURES

Section 1. This Article includes adverse weather conditions inclusive of snow emergencies, severe icing conditions, floods, earthquakes, hurricanes, and other disruptions of government operations.

Section 2. The Agency will follow locally established procedures for adverse weather and contingency operations. Management will provide information on where policies and procedures may be accessed, as well as where public information on operational status may be found.

Section 3. The Agency will identify personnel within the NAFI, who must report to work to continue government operations during disruption of operations because they are identified as "Essential". A notification to that effect will be provided to the above identified employees(s). Employees will be notified of any changes to Essential status.

Section 4: The Commander or their designee are responsible for determining closure, dismissal, and leave policies for employees. Shift workers and those employees on alternative work schedules will be notified of their reporting status if it differs from announced status.

Section 5. The Agency has discretionary authority to grant a reasonable amount of appropriate leave for individual hardship or circumstances unique to that employee. Supervisors may require validation from the employee.

ARTICLE 39: DRESS CODE

Section 1. All employees will present themselves in an appropriate, neat, clean and professional manner (dress absent of cutting edge trends and extreme styles).

Section 2. Employees whose duties require them to be identifiable by customers may be required to wear uniforms when on duty. Employees who are not required to wear uniforms will wear attire appropriate to their duties. This means that office workers should wear at least slacks and collared shirt or equivalent for women (sometimes called business casual). Certain events, such as inspections or visits, may require a jacket or tie, or equivalent for women. Where uniforms are required by management, the uniform will comply with the most current publicized guidance.

Section 3. Employees will not wear clothing which are inappropriately revealing, to include cut-out shirts, athletic style shorts, mini-skirts, tube tops or strapless dresses. Articles with large messages or graphics are inappropriate while on duty. Articles with rips or otherwise in poor condition will not be worn.

Section 4. Indoors, headwear is permitted for documented and approved religious or medical purposes (except for kitchen/food service staffs wearing approved MWR headgear). Outdoors,

headwear is permitted on field trips and outside play/walk. Only plain headwear without graphics or text is permitted.

Section 5. Employees whose duties require them to meet with children, customers, or the public will not wear facial jewelry while on duty. Earrings are not considered facial jewelry under this article.

Section 6. Tattoos with profanity, insulting, or sexually explicit comments or pictures, etc. must be covered while at work. Face, neck and hand tattoos, however, will be limited to one ring tattoo per hand.

Section 7. Employees will comply with grooming, hygiene, or dress standards required by health or safety authorities. Employee may be sent home if they are not in compliance with this policy.

Section 8. Child and Youth Services Employees who work directly with children/youth will wear clothes which are appropriate for sitting on the floor, running and playing. Culottes and walking shorts are acceptable (NO shorts shorter than knee length or made of spandex or spandex-like material, or low cut tops, tank, tube tops, halter tops, or midriff or clothing with inappropriate sayings or symbols).

The attire worn with the CYS Services-branded apparel will be denim jeans (free from holes), skirts or shorts and should be khaki, blue, black or grey in color.

- a. Fingernails: Nails of direct care staff, to include artificial, should be trimmed to sport length (1/4" past the tip of the fingertip pad) so that they do not scratch the children or provide breeding ground for bacteria. Food service employees are to keep their nails trimmed and will not wear nail polish or artificial nails or nail jewelry.
- b. Jewelry: Please be aware that jewelry can scratch a child, and parts can be pulled off, lost, or swallowed by children. Keep in mind the customer's perception and what is best for children when selecting jewelry to wear to work. For safety reasons, dangling, rough-edged, or pierced jewelry on the face cannot be worn. Food service employees are to remove rings, bracelets, and watches during preparation of food.
- c. Hair: All employees entering the kitchen area will wear a head covering (e.g., hairnet, scarf, bonnet). Hair must be completely enclosed by the head covering to prevent loose hair from falling into the food.
- d. Swimsuits: For activities held at the swimming pools/beaches and/or water play days, staff assigned to swim/participate with youth will wear male or female bathing suits that are not revealing and conform to good tastes. Staff physically in the water with children will not be required to wear their CYS uniforms for that time period.
- e. Underclothing must be worn at all times and must not be visible, with the exception of t-shirts.

Direct care staff must store personal items such as purses, back packs, in their lockers. Potentially dangerous items (e.g. medication, mace, stun-guns, etc.) may not be stored in pockets or brought into classrooms.

Direct care staff will not chew gum or use tobacco or other nicotine products (including e-cigarettes) during child care. Staff members must bring a change of clothing (at least a fresh work/personal shirt) if they choose to smoke during breaks to avoid exposing children to smoke residue.

ARTICLE 40: LABOR MANAGEMENT FORUMS

Section 1. Introduction:

The parties agree to the establishment of a Labor-Management Forum. The parties recognize that improving upon the relationship between labor and management is important in transforming into a more efficient and effective organizations that will better serve the needs of our customers. The creation of a Labor Management Forum involves the open sharing of information at the earliest pre-decisional stage thereby engendering mutual trust and respect to better serve the Employer's mission.

Section 2. Principles:

- a. The promotion of increased quality and productivity, customer service, mission accomplishment, efficiency, quality of work life, employee empowerment, and organizational performance is the guiding principle of the Labor Management Forum.
- b. Management will discuss workplace challenges and problems with the Union and endeavor to develop solutions jointly.
- c. To foster pre-decisional involvement in workplace matters to the fullest extent practicable.

Section 3. Operating agreement:

1. Each party shall designate a co-chair. Their duties shall be:
 - a. Receive written agenda items from members, prioritize, and issue meeting agenda.
 - b. Approve and timely disburse meeting minutes.
2. Each party may designate five (5) forum members (including the chair).
3. Partnership members will be relevant decision makers from different major organizational components at NAF, and be able to reach agreements on behalf of their units.

4. Each member may designate a principal alternate who shall be the only replacement for the member at meetings.
5. The forum will meet quarterly. Extensions or alternative dates may be made by mutual consent.
6. A quorum of 40% of each party's members is necessary to conduct business.
7. Additions or changes to these operating procedures may be adopted as necessary through mutual consent.
8. Observers, including participating but non-voting observers and subject matter experts may attend meetings with approval of the co-chairs.
9. Facilitator(s) shall be used at discretion and mutual agreement of the co-chairs.

ARTICLE 41: MEMORANDUMS FOR RECORD (MFR)

Section 1. Both the union and the Employer (the Parties) strongly encourage the Employees to sign or initial with the date, all documents created in conjunction with any performance or conduct bases discussion where the information can or may later be used to support any disciplinary or performance base action. This documentation is generally stored in the supervisor/employee working file and consists of, but is not limited to notes of verbal counseling letters, letters of caution/warning, notes created by management (memory joggers), or memorandum for record's (MFR). Employee's signature confirms only that the supervisor had discussed and/or given a copy of the material to the employee. His/her signature does not indicate agreement or disagreement with this content. The Parties agree that the employee needs to sign the form; if they disagree with its content they will simply write signed for receipt only.

ARTICLE 42: NONAPPROPRIATED FUND (NAF) PAY BANDING

1. The pay band system is designed to foster competitive wages, strengthen the link between pay and performance, and provide a streamlined and efficient classification and pay process. It replaces the traditional grade and step system with one that groups work of similar levels of skill and responsibility into broad bands. It assigns a pay range to each band and permits pay to be fixed within the range.
2. NAF are funds that are not appropriated by Congress and are not furnished from revenue derived from taxation. NAF funds are self-generated by Nonappropriated Fund Instrumentalities (NAFIs). NAF employees are federal employees but are not civil servants. NAF employees are not legally part of the Federal civil service; consequently, the policies, procedures, and entitlements relating to employees paid from appropriated funds and those relating to NAF employees are different.
3. The Army NAF (NF) Pay Band System includes all clerical, administrative, sales, technical services, and managerial, executive professional and personal service positions. Positions in the category are identifies as "NF" with pay levels from NF-1 through NF-6. This system does not require a mandatory waiting period for pay increases. Band rate are determined in accordance with applicable laws, rules and regulations.

4. Pay may be fixed at any amount within the applicable pay level upon appointment, reemployment, reinstatement, and transfer. Pay may be adjusted within the pay band to achieve comparability when there is a variance from private or public sector wages in that locality for the particular occupation.
5. The employee's basic pay may not exceed the maximum rate for the employee's pay band level.

ARTICLE 43: OFFICIAL TRAVEL

Section 1. NAF Instrumentalities' bargaining unit employees shall be entitled to travel and per diem funds for management directed travel in accordance with Joint Travel Regulations (JTR) as these currently exist and as may be modified during the life of this contract.

Section 2. To the extent practicable, time spent in travel status will be scheduled within normal duty hours. Travel during non-duty hours shall be paid in accordance with the Fair Labor Standards Act (FLSA) and any applicable regulations.

Section 3. Management will make every effort to provide government travel cards to employees on official travel. For all expenses which JTR allows travel expenses, the traveler will be given the full amount of advance allowable upon request. Employees may request a travel advance that shall not exceed 80% of estimated overall expenses. In cases of hardship, up to 100% may be authorized.

Section 4. Official travel regulations shall be made available for employees to review upon request. Assistance shall be provided to employees, upon request, to process travel orders, travel advances, travel authorizations, claims and travel arrangements. Management is responsible for ensuring that employees are reimbursed timely.

ARTICLE 44: PROMOTIONS

Section 1. Application will be evaluated based upon the degree to which they meet or exceed the levels of knowledge, skills, and ability essential for successful performance of the position being filled. The selection official will normally fill the position from the referral list. Any noncompetitive, promotions will be handled in accordance with applicable laws, regulations and policies.

Section 2. The Employer agrees to announce all vacancies within the unit to be filled and all newly created positions in the unit to be filled, including entrance level positions. Vacancy announcements will be posted for an amount of time that is consistent laws, rules and regulations. Announcements shall include, as a minimum, a brief description of the duties of the position, the qualification requirements, the procedure to follow in applying, and the closing date for filling the application. Employees should refer to USAJOBS or it's successor for any potential promotion opportunities, the employee may also confer with the servicing CPAC for additional information.

Section 3. The employee will be provided information on their application for promotion through the automated hiring System.

Section 4. All applicants who meet the minimum qualification standards and eligibility requirements and who have applied in a timely manner shall be evaluated and ranked by the Human Resource Office.

Section 5. Employees cannot grieve non-selection from a referral list of properly certified candidates, they may only grieve an improperly certified referral list as outlined in AR 215-3 or government wide laws, rules and regulations.

ARTICLE 45: REASONABLE ACCOMMODATIONS

Section 1. Federal agencies are required by law to provide Reasonable Accommodation (RA) to qualified employees with disabilities. The Federal Government may provide employees with a Reasonable Accommodation based on appropriate requests.

Section 2. Reasonable Accommodations can apply to the duties of the job and/or where and how job tasks are performed. The accommodation should make it easier for the employee to successfully perform the duties of the position. Examples of Reasonable Accommodations include providing interpreters, readers, or other personal assistance; modifying job duties; providing flexible work schedules, temporary details (up to 120 days), permanent reassignments, restructuring work sites, and providing accessible technology or other workplace adaptive equipment.

Section 3. To request for Reasonable Accommodations, an employee must comply with the following procedures:

- a. Must complete a Reasonable Accommodation Appendix B form, and submit along with appropriate medical documentation to their Supervisor.
- b. The Supervisor will then submit the Appendix B to the EEO/Disability Program Manager, to assign a Log Number.
- c. Once the Log Number is assigned, the EEO/Disability Program Manager will return the Appendix B to the Supervisor.
- d. The Supervisor will then submit the RA Request to the Agency designated official for approval or disapproval.
- e. The Reasonable Accommodation Team (RAT) will discuss the appropriate action and/or options.
- f. The designated official will inform the employee of their decision.
- g. All disapprovals must be reviewed by SJA.

- h. If the employee who requested RA, and subsequently is denied or otherwise not granted RA by the agency, said employee has a right subject to the appropriate time frame (45 days), may invoke their right to file an EEO Complaint.

ARTICLE 46: MEMBERSHIP DRIVES & NEW EMPLOYEE ORIENTATION

Section 1. The Union will make requests to host "Lunch & Learns" at NAFI facilities at least two (2) weeks in advance for membership drives and recruitment. Request will be coordinated with the appropriate LMER or Facility Manager. The Union will not disrupt or otherwise disturb the work process.

Section 2. The Union will be given a time slot during the New Employee Orientation to give a welcome and provide a union overview.

Section 3. The Union agrees that the above referenced orientation will not include the signing of an 1187, or any attempt by the Union to engage in recruitment discussions. The Union will only inform as well as make available to the employees:

- (a) The location of the Union Office
- (b) The names, emails, and telephone numbers of the union Officials
- (c) Hand out AFGE literature on benefits, as well as other AFGE publications, inclusive of the Parties CBA
- (d) The Union may invite the new employees after work hours to the Union Office for food and non- alcoholic beverages.

ARTICLE 47: VOLUNTARY ALLOTMENT OF UNION DUES

Section 1. A member may voluntarily revoke the allotment for payment of union dues at any time after the one year membership anniversary by submitting Form SF 1188 "Revocation of Voluntary Authorization for Allotment of Compensation for-Payment of Employee Organization Dues", to the servicing CPAC NAF office to be submitted to the servicing payroll office. When SF 1188 is not available, other written notification of revocation signed by member will be accepted. After receipt of such notice by the servicing payroll office, revocation will become effective the first pay period following the yearly anniversary date that the SF 1188 was submitted.

ARTICLE 48: WHISTLEBLOWER PROTECTION

Section 1. NAF employees and applicants will be free from reprisal in making protected disclosures, and the confidentiality of employees and applicants making such disclosures will be protected unless the DOD Inspector General determines that disclosure of their identity is necessary to conduct the investigation.

Section 2. Any NAF employee or applicant for a position who reasonably believes a personnel action (including failure to take such action) was taken as reprisal for making a protected disclosure may file a complaint directly with the DOD Inspector General. Such a complaint may be filed by calling the DOD Hotline toll free number (800) 424- 9098 or by letter addressed to Department of Defense Hotline, Pentagon, Washington, DC 20301-1900.

Section 3. Activities must publicize the procedures for filing a complaint.

ARTICLE 49: WORKERS COMPENSATION

Section 1. All NAFI Bargaining Unit Employees, except for active duty military personnel, will be covered by Worker's Compensation for an injury or illness which occurs on or because of the job, or otherwise when the Employee is in a Duty Status. This applies to even minor injuries.

Section 2. Under the Longshore and Harbor Worker's Compensation Act, all U.S. Army NAFI employees are covered under the Act.

Section 3. The NAFI Worker's Compensation is a self-insured and self-administered program that is regulated by the Department of Labor.

- a. As of 2018, all claims for Workman's Compensation must be completed online by the Supervisor/ Management Official.
- b. The Employee must notify the supervisor. Normally notifications will be made in writing and as soon as possible but no more than thirty (30) calendar days from the date that the injury occurred.
- c. The Employee is responsible to submit all bills, forms, work restrictions, doctor's notes and other applicable documentation to the appropriate Management Official. The employee should be specific when completing documents such as date, time, and location and how the accident occurred. If appropriate, the employee will obtain written statements, names, addresses, and telephone numbers of any witness.

Section 4.

Approved Workers Compensation shall cover treatment from the Employee's personal physician or other medical treatment facilities if the Employee elects that option. The benefits due to NAFI civilian employees who have substantiated a job-related injury or illness may include the following:

- a. Disability payment
- b. Medical expenses
- c. Death benefits

Section 5. The Employer will post the appropriate notification of Workers Compensation filing procedure on the Employer's bulletin boards.

Section 6. A claim may be controverted if there is evidence that the claim of compensation is invalid, or otherwise does not have evidentiary support.

Section 7. It is understood by the Parties that any Employee who submits, or otherwise presents a fraudulent claim of injury or illness, may be subject to disciplinary action, inclusive of removal from the Federal Service, consistent and in accordance with Government -Wide, Law, Rules, and Regulations, inclusive of the Army Table of Penalties.

ARTICLE 50: IMPACT AND IMPLEMENTATION BARGAINING

Section 1. In regards to Impact and Implementation, the Employer and Union agree that changes in personnel policies, practices or procedures which affect working conditions of bargaining unit employees are negotiable except for the implementation of government-wide laws, rules and regulations.

Section 2. The Employer shall notify the Union prior to the implementation date of such change. The Union will be provided the opportunity to request bargaining, if appropriate, within 10 workdays of notifying the Union.

Section 3. The process to initiate impact and implementation bargaining is outlined in the "Negotiations during the Term of the Agreement" article in a previous section of this collective bargaining agreement.

Section 4. The Employer will provide the Union with the reason for its proposals as well as giving the Union the opportunity to ask employees who may be affected by the proposal, their opinions on the matter, within the aforementioned 10 day notification period.

ARTICLE 51: PUBLICIZING THE AGREEMENT

Section 1. After ratification of this Agreement and approval by the Commander and Higher Headquarters, the Union will print and provide 400 copies of the Agreement to the Employer. The Employer will also make available an electronic copy of the CBA on the Employer's website. The Employer will provide an electronic version of the CBA to the Union.

ARTICLE 52: DURATION OF THE AGREEMENT

Section 1. Effective Date:

This Agreement will be implemented and become effective when it has been signed by the parties and ratified including review pursuant to 7114(c) of 5 U.S.C. 71.

Section 2. Duration of Agreement:

This Agreement shall remain in full force and effect for a period of three (3) years after its effective date. It shall be automatically renewed for one (1) year periods unless either party gives the other party written notice to renegotiate this Agreement no less than sixty (60) nor more than one hundred twenty (120) days prior to its termination date.

Ground rules discussions shall begin no later than thirty (30) days after these conditions have been met. If renegotiations of an agreement are in progress but not completed upon the terminal date of this Agreement, this Agreement will be automatically extended until a new agreement is negotiated.

Section 3. Reopener:

Negotiations initiated by either party during the term to add to, amend, or modify this Agreement may be conducted only by mutual consent of the parties.