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PREAMBLE

WHEREAS the public interest requires high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilities improved performance and efficiency; and

WHEREAS the well-being of employees and efficient administration of the Government are benefited by providing employees an opportunity through Local 2017 to participate in the formulation and implementation of personnel policies and practices affecting the condition of their employment; and

WHEREAS the participation of employees should be improved through the maintenance of constructive and cooperative relationships between, AFGE, Local 2017 and Nonappropriated Fund Activities, Fort Gordon; and

WHEREAS subject to law and the paramount requirements of public service, effective labor-management relations within the federal service require a clear and concise statement of the respective rights and obligations of labor organizations and agency management.

No, therefore, pursuant to the policy set forth in Civil Service Reform Act, and subject to all applicable statutes and regulations issued by the Office of Personnel Management, Department of Defense, Department of Army and higher echelons within the Department of the Army, the following articles constitute and Agreement by and between Fort Gordon, Georgia, hereinafter referred to as the Employer or Management, and Local No. 2017, American Federation of Government Employees, AFL-CIO, hereinafter referred to as the Local or the Union.

ARTICLE 1 – PURPOSE

SECTION 1. It is the purpose of this Agreement to:

- a. Identify the parties to the Agreement and define their roles and responsibilities established under the Agreement.
- b. State the policies, procedures, and the methods that will hereinafter govern the working relationship between the Employer and the Local.
- c. Indicate the nature of the subject matter of proper mutual concern, intended this Agreement will meet the following objectives:
 - (1) Insure employee participation through the Local in formulation of personnel policies and procedures affecting their work conditions.
 - (2) Provide for the highest degree of efficiency and responsibility in the accomplishment of the mission of the employer.
 - (3) Facilitate the adjustment of disputes, grievances, and impasses.
 - (4) To promote fair and reasonable conditions of employment.
 - (5) To promote fair and reasonable working conditions.
 - (6) To promote approved programs designed to aid the employees in performing their assigned duties and to better qualify them for advancement
 - (7) To promote systematic employee-management cooperation between the Employer, the employees, and the Local.
 - (8) To provide a safe and healthful working environment
 - (9) To meet at reasonable times and confer in good faith with respect to personnel policies and practices, and matters affecting working conditions of employment of employees in the unit.

ARTICLE 2 – GOVERNING LAWS AND REGULATIONS

SECTION 1. In the administration of all matters covered by this Agreement, the Employer, employees and the Local are governed by existing, or future laws, Executive Orders, and the regulations of appropriate authorities, by published agency policies and regulations in existence at the time the Agreement is approved, and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities or authorized by the terms of a controlling agreement at a higher agency level.

SECTION 2. In the event of any change of law and/or regulation affecting any provision of this Agreement, and where such change has the effect of negating or altering the Agreement, both parties shall meet as provided for in Article 40.

SECTION 3. To the extent that provisions of administrative publications of the employer are in conflict with this Agreement, the provisions of the Agreement will prevail and govern.

ARTICLE 3 – RECOGNITION AND UNIT

SECTION 1. The Employer recognizes the Local as the Exclusive Bargaining Agency of all eligible employees in the unit, as defined in Section 2. Such recognition shall continue as long as the Local is the exclusive representative of the employees under the criteria set forth for exclusive recognition by the Civil Service Reform Act and other governing regulations. The Local recognizes its responsibility of representing the interest of all eligible employees in the unit with respect to grievances, personnel policies and practices, conditions of employment, or other matters affecting general working conditions without discrimination and without regard to membership status in the Local.

SECTION 2. The recognized bargaining unit includes, and this Agreement applies to and covers, all existing eligible and future eligible employees under the jurisdiction of the Employer who are paid wages from Nonappropriated Funds, except:

- a. Management officials defined in Title VII.
- b. Professional Employees.
- c. Supervisors as defined in Title VII.
- d. Employees engaged in personnel work in other than a purely clerical capacity.
- e. Intermittent Employee (Flexible)
- f. Employees who have a primary function in investigation or audit of the conduct of work of officials or employees of the Agency for the purpose of insuring honesty and integrity in the discharge of their official duties.
- g. Employees whose duties require that they represent the interests of the Employer in consultations or negotiations with the Local.
- h. Employees who have a primary function of intelligence, investigation, or security work.
- i. Other employees specifically excluded from the unit by law, executive order, or regulation.

ARTICLE 4 – DEFINITIONS AND TERMINOLOGY (When addressed and referred to in this Agreement)

SECTION 1. General

- a. Internal Security Practices are those practices and policies of an organization which are designed to prevent pilferage; control cash and financial instruments; control assets; protect investments; and to protect the security of the United States Government. The term "Internal Security Practices" includes those actions, policies, and procedures normally termed internal control.
- b. The basic rate of pay for Universal Annual (NF-03 to NF-05) employees is the scheduled rate of pay before deductions and exclusive of additional pay of any kind. For prevailing employees, the basic rate is the scheduled rate of pay plus any night shift or environmental differential.
- c. UA Employee (NF-03 to NF-05): The Universal Annual (UA) NF Pay Band System includes all managerial, executive, technical or professional positions paid on an annual salary basis. These employees are referred to as Universal Annual employees (NF Pay Band Employees). Provisions of the agreement that apply to Universal Annual employees (NF Pay Banding) apply only to those employees in the bargaining unit.
- d. Prevailing: The prevailing rate system includes all trades, crafts, labor, routine clerical and administrative, sales, and personal service positions which are paid on a locality rate basis. All employees paid on the prevailing rate system are referred to as prevailing employees.
- e. Military Personnel: Authorized, voluntary services of off-duty enlisted personnel may be utilized by Nonappropriated Fund Instrumentalities. Enlisted personnel employed during off-duty hours may be employed on a part-time or intermittent (Flexible) basis only (See Article 19, Section 3)

SECTION 2. Type of Appointments

a. Regular Employees:

- (1) A regular full-time employee is one who has been appointed to serve in a continuing position (one that is needed for a period in excess of one year) and who has a regularly scheduled workweek of 40 hours.
- (2) A regular part-time employee is one who has been appointed to serve in a continuing position and who has a regularly scheduled workweek of 20-34 hours.
- (3) A regular full-time or part-time seasonal employee is one who has been appointed to serve in a continuing position with duty and pay status at least 6 months but less than 12 months each year.

b. Temporary Employees:

- (1) A temporary full-time employee is one who has been appointed to serve in a position limited to one year or less and who has a regularly scheduled workweek of 40 hours. (A Regular Full Time Limited Tenure employee)

- (2) A temporary part-time employee is one who has been appointed to serve in a position limited to one year or less and has a regularly scheduled workweek of 20-34 hours. (Regular Part Time Limited Tenure employee)
- c. Intermittent Employee: This type of category of employment covers two (2) types of work situation:
- (1) An employee who has been appointed to serve in a position with no regularly scheduled workweek and who usually works less than 19 hours per week. Such employment is on a recurring basis but only when required, and is called Intermittent On-Call (Flexible).
- (2) An employee who has been appointed to serve in a position with a regularly scheduled work week of less than 20 hours. An employee in this category may occasionally be required to work in excess of 19 hours within a workweek. *However, if such as employee is continually utilized 20 hours or more per week, action will be initiated to convert the position to regular part-time or regular full-time as applicable. (This statement is no longer being used).*

ARTICLE 5 – PREMIUM PAY

SECTION 1. Basic Rate

- a. For UA (NF-3 and above or Pay Banding) employees, the basic rate the scheduled rate of pay before any deductions and exclusive of additional pay of any kind.
- b. For prevailing employees, the basic rate is the scheduled rate of pay plus any night shift or environmental differential.

SECTION 2. Overtime Pay

- a. UA (Pay Banding) employees in a bona fide administrative, executive, or professional position, as defined in FLSA, are exempt from the mandatory overtime pay requirement. Any ANFI employee other than an “ Exempt” who is subject to AR 213-2 and this Agreement, will be paid one and one half (1 ½) times the basic rate of pay for all work required to be performed in excess of 40 hours within an administrative workweek in compliance with the Fair Labor Standards Act. Prevailing employee are also entitled to overtime pay for work in excess of eight (8) hours a day or 40 hours a week, whichever is the greater. This is provided for in PL 92-392.
- b. The Employer cannot accept the benefits of a nonexempt employee’s work without compensating the employee for that work. It is not sufficient to issue a rule that employees may not perform work outside normal duty hours unless ordered to do so. Compensatory time off in lieu of overtime pay for nonexempt employees is not authorized. (See updated AR 215-3)
- c. Payment of overtime applies to all employees covered by this Agreement.

SECTION 3. Sunday Pay

- a. Sunday premium pay is 25 percent of basic pay.
- b. Only full-time employees, both regular and temporary, who work 40 hours per week, are entitled to Sunday premium pay, part time and intermittent employees are not eligible to Sunday premium pay.
- c. Eligible employees are entitled to the basic rate of pay plus Sunday premium pay (25%) for all hours of a regularly scheduled tour of duty, when any part of the scheduled tour is performed on Sunday which is not overtime work. When the employee has two (2) such tours on the same Sunday they are entitled to Sunday premium pay for non-overtime work for all hours of each tour, not to exceed a total of 16 hours.

SECTION 4. Night Differential

- a. Night differential will be paid for all regularly scheduled work. For purpose of determining entitlement to night differential, work this is scheduled at least a week in advance is considered regularly scheduled work, regardless of the amount of prior notice given to the employee.
- b. UA (NF) employees will be paid a night differential of ten (10) percent of basic pay in addition to the basic pay, for the actual hours of regularly scheduled work performed between the hours of 1800-0600. An employee is entitled to night pay differential for a period when excused from night work on a holiday or other non-workday and for night hours of the tour of duty while in an official travel status. Payment of night differential during periods of paid leave continues only when the amount of that leave does not exceed eight (8) hours in a two (2) week pay period. An employee is entitled to night pay differential for night work performed when assigned temporarily to a tour of duty other than their own.
- c. Prevailing rate employees will be paid a night shift differential of seven and one-half (7 ½) percent for the entire shift when a majority of the employee's regularly scheduled non-overtime hours of work fall between the hours of 1500 and 2400 hours; or ten (10) percent of the scheduled rate if the majority of the employees regularly scheduled work hours occur between 2300 and 0800. (In determining a majority, the number of whole hours greater than one-half (1/2) is counted). Night shift differentials are included in the rates of basic pay which are used for computing severance, overtime, Sunday, retirement, group life insurance pay.
- d. A prevailing employee will be paid night shift differential during a period of paid leave, when excused from night work on a holiday, and when in an official travel status during the hours of the regular shift. When a prevailing employee who is regularly assigned to a night shift is temporarily assigned to the day shift or a night shift

with a lower differential, the employee is entitled to continue to receive the regular night shift differential.

SECTION 5. Holiday Pay: All regularly scheduled employees are entitled to holiday pay under the following conditions:

- a. An employee eligible for holiday pay who is precluded from working due to observance of a holiday is entitled to the basic rate of pay for regularly scheduled non-overtime hours as if the employee had worked.
- b. An eligible employee who is required to perform work on a holiday that falls within his/her regular schedule will be paid the basic rate plus premium pay at a rate equal to the basic rate of pay for regularly scheduled non-overtime hours.
- c. Premium pay for holiday work is in addition to overtime pay, night shift differential, or premium pay for Sunday work and is not included in the rate of pay used to compute overtime pay, night shift differential, or Sunday premium pay.
- d. To be eligible for holiday pay, an employee must be in a pay status immediately before or immediately after the holiday.
- e. The Employer has the authority to include a holiday within an employee's regularly scheduled administrative workweek and to require the employee to work on that day or on a day within the regularly scheduled administrative workweek which becomes the employee's holiday. If an employee entitled to holiday leave is required to work on a legal holiday or on the day that becomes the employee's holiday, the employee is entitled to premium pay.
- f. For purpose of pay and leave, the day to be treated as a holiday for a full-time employee or a part-time employee who has a 5-day regularly scheduled administrative workweek, with tours scheduled on Monday through Friday, will be determined as follows:
 - (1) When a legal holiday falls on a workday in the employee's regularly scheduled administrative workweek, that workday is the holiday.
 - (2) When a legal holiday falls on Sunday, the following day is the employee's holiday. When the holiday falls on Saturday, the preceding Friday is the holiday.
- g. For purposes of pay and leave, the day to be treated as the holiday for a full-time employee whose administrative workweek is scheduled on days other than Monday through Friday will be determined as follows:
 - (1) When a legal holiday falls on a workday in the employee's regularly scheduled administrative workweek, that workday is the holiday.
 - (2) When a legal holiday falls on a day outside his/her regularly scheduled administrative workweek, the day to be treated as the holiday will be the day of the regularly scheduled administrative workweek which immediately

precedes or immediately follows the observance of the legal holiday, as determined by the board of the employing Nonappropriated Fund Instrumentality.

- h. For purposes of pay and leave, the day to be treated as a holiday for a part-time employee who does not have a five day regularly scheduled administrative workweek with tours of duty scheduled on Monday through Friday will be determined as follows:
 - (1) When a legal holiday falls on a workday in the employee's regularly scheduled administrative workweek, that workday is the holiday.
 - (2) When a holiday falls on a day outside the employee's regularly scheduled administrative workweek, the employee has no entitlement to holiday leave or premium pay.
 - (3) When an employee eligible for holiday leave has a workday or tour of duty on a holiday (or the day that becomes the employee's holiday) covering portions of two (2) calendar days, the employee will be granted holiday leave for the workday that commences on the holiday (or the day that becomes the employee's holiday). If required to work on that day, the employee will receive holiday pay. If the regularly scheduled hours include a workday which begins on the day before the holiday and extends into the holiday, the employee will be required to be on duty for that workday unless annual leave for that holiday is approved.
- i. Employee will be informed two (2) weeks in advance of the date a holiday is to be observed.

ARTICLE 6 – EQUAL OPPORTUNITY

SECTION 1. The parties shall cooperate in providing equal employment opportunity for all persons. Additionally, the parties shall promote the full realization of equal employment opportunity through a positive and continuing efforts to eradicate every form of prejudice or discrimination based on race, color, religion, sex, age or national origin from personnel policies and working conditions.

SECTION 2. The Employer recognizes the Local's responsibility for making constructive contributions to the national goal of equal opportunity. In order to afford full and constructive participation by the Local, the Local President or his designated representative shall be appointed as a standing member of the installation's Equal Employment Opportunity Planning Committee. This Committee is responsible for developing information, identifying potential trouble areas, and making recommendations to the Employer for affirmative actions to be taken to correct deficiencies. The Local is encouraged to advise the Committee of any outstanding problems dealing with EEO. In addition, the

Employer will appoint from a list of three (3) employees nominated, in writing, by the Local, one additional member to the Committee.

SECTION 3. An employee in the unit who feels they have been discriminated against has the right to discuss their complaint with an EEO counselor and may file a formal EEO complaint in accordance with regulations in effect at the time the complaint is filed. The complainant has the right to choose their own representative to represent the complainant in accordance with applicable regulations.

SECTION 4. The Local may have an observer present during an EEO complaint hearing at the discretion of the Complaints Examiner. The observer shall be in a duty status while attending the hearing.

SECTION 5. The Employer shall appoint Equal Employment Opportunity Counselors. The Local shall be entitled to nominate bargaining unit employees to fill Counselor vacancies. The Local President or designee shall be a standing member of a committee of three (3) in the USASC&FG and DDEAMC whose function is to recommend the appointment of EEO counselors.

ARTICLE 7 – RIGHTS AND OBLIGATIONS OF THE EMPLOYER

SECTION 1. Subject to Section 2 of this Article, nothing in this Agreement shall affect the authority of any manager or supervisor of the Employer –

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the agency;
- 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
 - (4) To take whatever action may be necessary to carry out the agency mission during emergencies.
 - (5) The Management signer of this Agreement may, at his specific written authorization, elect to negotiate with the Local on an individual basis 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. The written authorization shall in no

way be construed as setting a precedent for other Management signers or requests.

SECTION 2. By this Agreement the Employer recognizes its obligation to negotiate on the –

- a. Procedures which management officials of the agency will observe in exercising any authority under this section; or
- b. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

SECTION 3. This Agreement shall not preclude the Employer from consulting or dealing with any religious, social, fraternal, professional, veterans' organization, or other lawful associations, not qualified as a labor organization, with respect to matters of policies which involve individual members of this association or are of particular applicability to it or its members. Consultations and dealings under this section shall be so limited that they do not assume the character of formal consultation on matters of general employee-management policies covering employees in the unit or extend to areas where recognition of the interest of one employee group may result in discrimination against or injury to the interest of other employees.

SECTION 4. The Employer shall take such action consistent with law or with directives from higher authority as may be required to assure that employees are apprised of their rights described in Article 9, Rights and Obligations of Employees. The Employer shall not interfere, restrain, coerce, or discriminate within the unit to encourage or discourage membership in the Local.

ARTICLE 8 – RIGHTS AND OBLIGATIONS OF THE LOCAL

SECTION 1. Under the terms of this Agreement, the Local is the exclusive representative to the employees in the bargaining unit. It shall be entitled to act for and to negotiate agreements covering all positions in the bargaining unit and shall be responsible for representing the interest of all such employees without discrimination and without regard to Labor organization membership. It shall be given the opportunity to be represented at discussions between Employee and Employees, or employee representatives, and other employee organizations, concerning grievances, personnel policies and practices, and other matters affecting general working conditions of employees in the bargaining unit.

SECTION 2. The Local shall have the right to present its views to the Employer on matters of concern to employees of the bargaining unit either orally or in writing; to consult, confer and negotiate with respect to the formulation and implementation of personnel policies and practices, and matters affecting working conditions as required by Title VII of the Civil Service Reform Act and Article 39 of this agreement.

SECTION 3. The Local shall be informed in writing by the Employer concerning any preliminary decision reached as a result of discussion with individual employees which may affect the bargaining unit as a whole.

SECTION 4. The Union shall be given the opportunity to be represented by an observer at discussions concerning grievances between the Employer and the employee, or his representative, if such representative is not a steward or official of the Union, and shall also have the right to make its views known at the appropriate time in the discussion. Likewise, the Union shall have the right to be represented at formal proceedings in connection with a grievance or appeal. In the case of an appeal, if the employee objects to the attendance of the observer on the grounds of privacy, the hearing officer/examiner will determine the validity of the objection and make the decision of the questions of attendance. If the employee is represented by the Union, the Union may have an observer as herein stated; however, the Union representative and the observer both may not be on official time at the same time.

ARTICLE 9 – RIGHTS AND OBLIGATIONS OF EMPLOYEES

SECTION 1. Employees of the bargaining unit have the right to join and assist the Labor Organization, or to refrain from any such activity, and to exercise this right freely and without fear of penalty or reprisal. Further, no employee in the bargaining unit, regardless of Labor organization membership, shall be precluded from bringing matters of personal concern to the attention of appropriate officials under Civil Service Reform Act, law, rules, regulations, or established agency policy, or from choosing their own representative in a grievance or appellate action. The Employer shall take such action, consistent with law or law directives from higher authority, as may be required in order to assure that employees are appraised of the rights described in this Article and that no interference, restraint, coercion, or discrimination is practiced within the unit to encourage or discourage membership in any labor organization.

SECTION 2. It is further agreed that the rights described in Section 1, above, do not extend to participation in the Management of a labor organization or to acting as a representative of any such organization where such participation or activity would result in a conflict, or apparent conflict of interest or otherwise be incompatible with law or with the official duties of the employee.

SECTION 3. Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction, or payment of dues direct.

SECTION 4. The Employer and the Local agree that all provisions of this Agreement and of applicable laws, Executive Orders and regulations shall be applied and enforced on a fair and equitable basis, without discrimination.

ARTICLE 10 – EMPLOYER-LOCAL COOPERATION

SECTION 1. The Employer and the Local agree to cooperate to achieve orderly, economical and efficient accomplishment of the mission of the Employer; to achieve high standards of employee performance and the continual development and implementation of modern and progressive work practices, methods and equipment to facilitate improved employee performance and efficiency; to achieve a full day's work for a full day's pay and activity combat absenteeism, carelessness, inefficiency and any other practice which restricts production and hampers efficiency; and to eliminate waste, conserve material and supplies, improve the quality of workmanship, encourage the submission of improvement and cost reduction ideas, prevent accidents, and strengthen good relations among the Employer, the employee and the local community.

SECTION 2. The Employer agrees to recognize the Officers, Stewards, and Business Agent of the Local and the Local agrees to advise the Employer on a current basis, in writing, of the name of its Officers, Stewards and Business Agents. The number of Stewards shall be that number and adequate to assure that each employee in the bargaining unit shall have access to Local representation.

SECTION 3. The Employer agrees that Officers and Stewards of the Local will be permitted reasonable time during regular working hours, without loss of pay or benefits, to assist in bringing about prompt and expeditious disposition of grievances and complaints of employees in accordance with provisions set forth in this Agreement. Local Officers and Stewards, when it is necessary to leave their work area to transact appropriate Local-Employer business during working hours prior to departure, will request permission from their supervisor to leave their work area and will inform the supervisor of their destination(s) and the estimated length of time they will be away from their job. The supervisor, in the absence of compelling circumstances to the contrary, will grant the request. Upon entering a work area which is the responsibility of a supervisor other than their own, the Local Officer or Steward will obtain permission of the responsible supervisor of the employee they desire to contact and advise the responsible supervisor of the name of the employee to be contacted, the general nature of the visit, and the estimated length of time it will take to transact their business. The responsible supervisor in the absence of compelling circumstances to the contrary will grant the request. Local Officers and Stewards will present proper identification to the responsible supervisor, if required, and will report to their supervisor upon return to their work area after completion of Local-Employer business. When the representational duties involve meeting with a supervisor other than his own, a Management official, or an employee, the representative

will make a reasonable effort to assure that the Supervisor or Management official or employee is available before seeking permission to leave his assigned work area. Supervisors or his/her designees will complete FG Form 6611-1, Report on Union Representative; Use of Official Time (Appendix 1) for each absence. This form may be obtained from AG Publications.

SECTION 4. The exercising of Stewardship responsibilities without loss of pay or leave shall fall within the scope of the following functions: (1) Discussion with supervisors and management officials regarding complaints or grievances of employees in the unit, (2) Formal presentation of grievances to Management, (3) Discussion with employees and/or supervisory officials on matters directly related to work situations and, (4) Execution of such other of their responsibilities as are specifically defined in this Agreement.

SECTION 5. In order to draw a reasonable distinction between official and non-official activities, the Local agrees that those activities concerned with organizing efforts and the internal Management of the Local including the solicitation of membership, collection of dues or other assessments, circulation of authorization cards or petitions, solicitation of signatures on dues withholding authorization forms or forms revoking dues withholding authorization, campaigning for local office, and distribution of literature are unofficial activities and shall not be conducted within regular working hours of the employees involved.

SECTION 6. Written notice to the Employer by the Local of the election or appointment of an employee in the bargaining unit to a position in the AFGE will be accepted as justification for a leave of absence, upon the employee's request, unless there are compelling circumstances to the contrary. Provided that the employee can reasonably be spared from their duties, official time off without charge to leave or loss in pay will be granted in accordance with applicable regulations for employees to attend conferences or training seminars which are shown to be mutually advantageous to the Local and the Employer. Insofar as mission requirements permit, elected or appointed delegates to a Union function will be granted leave or leave without pay, upon employees' request.

SECTION 7. It is agreed that no interference, restraint, coercion, or discrimination will be practiced in any form to discourage Local Stewards or other Local Officials in carrying out their responsibilities and duties as representatives of the employees in the bargaining unit.

SECTION 8. It is agreed and understood that the elected officers of the Local, consisting of President, Vice President, Secretary-Treasurer, and Sergeant-at-Arms, shall be assigned, subject to mission requirement, to work on the day shift during their term of office. The Employer agrees that no Local Steward or Officer shall be transferred from one work shift and/or work location to another without prior notification and consultation with the Local.

SECTION 9. The Employer, upon request of a duly authorized representative of the Local will make arrangements for admission to the installation of representatives of the American Federation of Government Employees, who are not employees of this activity, for the purpose of meeting with officials of the Employer, the Local or an employee of the activity.

SECTION 10. On a monthly basis, the Employer agrees to furnish the Local with a list of the names, position titles, grade levels, and organization units of all employees appointed to or separated from the bargaining unit during the preceding month.

SECTION 11. The Local will be permitted to use the in-hour mail service (commonly referred to as "message center" or "distribution") in contacting management official, supervisors and employees, However, this service shall not be abused nor used for the solicitation of membership, collection of dues, or other matters concerning internal Local business.

SECTION 12. Nothing contained in this Agreement shall preclude the Employer and Local representatives from meeting as often as is mutually agreed to resolve problems that may arise.

SECTION 13. The Employer and the Local will both strive to stimulate interest and participation in officially authorized fund raising campaign in which civilian employees normally participate, insofar as the program is conducted on a volunteer basis. The Local may furnish the names of three (3) to five (5) employees from each major activity from among whom the Employer will make selections to serve with other employees, and on committees if established, in the respective program. In no instance shall the Employer or Local exercise pressure on any employee to participate in a fund raising program in which the employee does not wish to participate nor will any reprisal action be taken, or insinuated, against an employee who refrains from participation. An employee shall have the right to keep their gift anonymous by use of a plain white envelope. The sole purpose of such fund raising activity is to aid and support the stated beneficiaries of the program, and not to meet or comply with statistical goals established to help insure the success of the program.

SECTION 14. The Employer agrees that a copy of this Agreement and Amendments thereto shall be made available to each employee of the bargaining unit. The Employer further agrees that all supervisors with jurisdiction over employees in the bargaining unit shall be furnished a copy of this Agreement. The Local and Management agree to share equally the cost of printing 600 copies of this Agreement and Amendments to be distributed as provided herein.

SECTION 15. The Employer will orient and instruct supervisors who will be involved with the administration and application of this Agreement and all

Amendments. The Local shall do the same with its officers, stewards and business agents.

SECTION 16. The Employer agrees that as a part of their orientation, all new or rehired employees hired into a position included in the bargaining unit shall be informed of the Local's exclusive recognition. The employee will also be advised of their rights, freely and without fear of penalty or reprisal, to form, join and assist a labor organization or to refrain from such activity and that they will be protected in the exercise of this right. The employee will be given an "AFGE Welcome Notice." The NAF Civilian Personnel Branch Office will advise the employee of the following:

- a. Position in complete organizational structure.
- b. Employee entitlements:
 - (1) Compensation
 - (2) Insurance Program:
 - (a) Health and Accident
 - (b) Life
- c. Retirement Fund

SECTION 17. Upon reporting to his or her work site, as part of the work site orientation, the employee will be introduced by the immediate supervisor to the shop steward or appropriate Union representative if in the immediate area of the work site. If not, the employee will be advised of the name, location and phone number of the representative.

SECTION 18. Unless expressly prohibited, the employer agrees to notify the Local prior to the establishment of any committee, board, or panel whose function pertain to employees in the unit, and affects the representative responsibility of the Local. The Employer agrees, unless specifically covered elsewhere in this Agreement that the Local may, if desired, have one member, designated by the Local to serve on such committees, panels or boards. However, this does not include participation by the Union on boards, committees or panels that would infringe upon the Employer's rights as stated TITLE VII, Section 7106, PL95.454.

SECTION 19. Nothing in this Agreement is to alter or supersede existing personnel practices and relationships in the bargaining unit except as specifically provided herein or changes effected through normal consultation or negotiation.

SECTION 20. When contacting employees during duty hours, Business Agents shall obtain permission from the employee's supervisor before visiting the employee in the work area using the same criteria as in Section 3 for Officers and Stewards.

ARTICLE 11 – EMPLOYER-LOCAL COMMITTEE

SECTION 1. An Employer-Local Committee will be established consisting of not more than two members appointed by the Employer and not more than two members appointed by the Local. The Purpose of the committee shall be:

- a. To confer on personnel policies and practices and other matters affecting working conditions of employees in the unit; and
- b. To make recommendations to the Employer concerning elimination of waste, improvement of workmanship, and resolution of misunderstandings.

SECTION 2. The Employer-Local Committee shall meet as the need arises and at the call of the requesting party who will prepare an agenda for consideration.

SECTION 3. Minutes of these meetings will be made by the party calling the meeting and a copy furnished to the other party. Either party may submit additions, deletions or corrections to the minutes at the next meeting.

SECTION 4. In the event the primary Employer-Local Committee members cannot be present for any session, alternate members may be designated. Concerned members may attend any session as observers.

ARTICLE 12 – FACILITIES AND SERVICES

SECTION 1. A union meeting hall on the installation will be made available for employees who are members of the bargaining unit to have meetings of the Local. Meetings will be conducted outside of normal duty hours. The Local agrees to leave the facilities in a clean sanitary condition and further agrees to assume responsibility for any damages due to the negligence and not as a result of normal usage or actions of other parties.

SECTION 2. Upon the request of Local Stewards, supervisors will authorize the use of a private area for consultation purposes when such space is available within the work area and not required for other purposes at the time in question. When such area is not available, the Employer will designate a time and place where such consultation may be accomplished.

SECTION 3. Personnel instructions and notices relative to Civilian Personnel matters and copies of examination announcements and promotional opportunities pertaining to NAF position under the jurisdiction of the Employer will be distributed to the Local.

SECTION 4. The Employer agrees to make reasonable efforts to provide and to maintain satisfactory sanitary and washroom facilities and the Local agrees to cooperate in keeping such facilities neat and in orderly condition. The Employer agrees, where practicable, to provide separate restrooms and lounges containing a cot for women in all areas where female employees are working.

SECTION 5. The Employer will provide current copies of all agency regulations, directives, guides and changes and amendments thereto which relate to NAF personnel matters and other matters covered by the Agreement. No classified or sensitive items will be included.

SECTION 6. The Employer will designate and provide parking space for employees in an area within reasonable distance of their work site. Reserved spaces will be designated in accordance with applicable regulations. If requested for a specific NAF activity, the Employer shall provide the Local a current listing of reserved parking spaces authorized under this section. All other parking spaces and facilities shall be operated as open areas on a "first come" basis. No personnel in the unit or outside will be given special privileges to park in reserved or visitor spaces to defeat the purpose of this article.

SECTION 7. Local officials will be informed of scheduled surveys of civilian personnel management by teams from higher headquarters. Telephone extensions, dates, and purpose of the survey will be provided to the Local. Team representative(s) may be contacted during the course of the survey, subject to approval by these representatives(s), to discuss local matters of legitimate concern.

SECTION 8. The Local shall be authorized adequate space on a centrally located bulletin board within each activity of the NAFI to provide information to employees of the unit. This space shall equal one-third (1/3) of the bulletin board, not to exceed an overall area of 20" by 30". The Local shall assume responsibility for the content and posting of notices, articles, etc., to this portion of the unit bulletin board. The local also agrees that the content of the posted material will not violate any law, security of the Employer or contain libelous, scurrilous or false material.

ARTICLE 13 – DUES WITHHOLDING PRIVILEGES

SECTION 1. Dues withholding privileges will be extended to the Local throughout the period of this Agreement.

SECTION 2. Employees eligible for dues withholding are those who are employed in the bargaining unit and whose net salary, after other legal and required deduction, is regularly sufficient to cover the amount of the authorized allotment.

SECTION 3. Dues are defined as the regular periodic amount required to maintain a member in good standing with the Union but shall not include such items as initiation fees, special assessments, back dues, fines and similar items.

SECTION 4. In application of the allotment arrangements, the Union shall be responsible for:

a. Using AFGE Form Number 1187 as changed by Agreement, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues."

b. Distributing copies of Form 1187 to employees.

c. Informing eligible employees as to the program for allotment of dues and the availability and uses of the required form.

d. Certifying Form 1187's completed by eligible employees as to the amount of dues.

SECTION 5. The Employer shall be responsible for informing employees that:

a. Dues allotment is to be entirely voluntary on the part of the eligible employees.

b. Allotment deductions will take effect during the first pay period beginning after the allotment form, properly completed, signed and certified, has been received in the appropriate NAF Payroll Office.

SECTION 6. Processing of allotment will be accomplished in the following manner:

Forms for requesting allotments are to be obtained from the Union and returned by the employee to the Union.

The Union will inform employees in the use of the form, insure that the member's payroll number is entered on the form, and process completed voluntary requests.

The Union will certify on all form 1187's the correct amount of regular dues of eligible fund.

Form 1187's, SF 1188's and other material pertaining to allotments will be date stamped on receipt in the Payroll Office.

An employee may revoke his allotment at any time in writing by SF1188, DF or Letter. Such revocation must be received on or before the month and day of the employee's Service Computation Date (SCD) as shown on the "Civilian Employees Earning and Leave Statement" and will be effected normally on the first full pay period following the SCD. In addition, the employee's allotment must have been in effect for one year and may be revoked on the first anniversary date the allotment became effective.

SF1188, "Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues", may be obtained for the appropriate NAF Payroll Office.

Changes in the amount of regular dues, not more frequently than once every twelve (12) months, may be made upon receipt of a certification from the Union and such changes will be effective with the beginning of the pay period after the receipt of the notification in the NAF Payroll Office.

Revocation of allotments submitted at the request of any employee will be effective as set forth in f above. Allotments will be automatically terminated on the effective date for the following reasons only:

- The labor organization loses exclusive recognition;
- Dues withholding arrangement is suspended or terminated by an appropriate authority outside Department of Defense; or
- Employee has been suspended or expelled from the Union.

The Payroll Office will make the remittance for dues withheld bi-weekly. This remittance will be in single check for the amount of dues withheld for each dues deduction each pay period. The check will be made payable to the local Union and will be forwarded to the Treasurer of the Union, whose name and address will be furnished to the Payroll Office on a current basis by the local. It will be accomplished by a "Union Dues Deduction Report" containing the following:

- Identification of the employee organization
- Payroll period
- Employer's name or number
- Names of the employees and amount deducted.

The NAF Civilian Personnel Office shall upon request by the Union provide reason(s) why employee(s) on dues deduction did not have dues deducted for a specific pay period (i.e., leave without pay, revocation of allotment, separation, transfer, etc.).

SECTION 7. The Agreement in this Article may not be terminated by the Employer, except as provided in Section 6i, unless superseded by a controlling Agreement. Termination of this contract for the purpose of modifications or renegotiations of this contract shall not terminate the agreements in this Article except as stated above.

ARTICLE 14 – SUPERVISOR-EMPLOYEE RELATIONS

SECTION 1. It is the policy of the Employer that employees shall be treated fairly and given objective consideration in all phases of employment. Such policy requires that supervisors be well trained, effective and responsible individuals. In effecting the accomplishment of an assigned mission or workload, necessary instructions will be provided to employees, which may include establishing the

priority of work, prescribing the methods necessary to accomplish the work, or provide assistance to employees. An effective supervisor will avoid employee harassment and will strive to maintain high employee morale. This section shall not restrict a supervisor's right to assign employees duties which are appropriate to their positions or to make changes in such assignments whenever, in their judgment, such changes are necessary.

SECTION 2. Employees will normally receive instruction from and make reports through established supervisory channels, as described and/or depicted in appropriate position descriptions, SOP's and organizational charts.

SECTION 3. The counseling and correcting of employees is normally the responsibility of Management within their own organizational unit. The exceptions to this provision shall be serious violations of regulations, or actual criminal offenses, which obviously require immediate action.

SECTION 4. The counseling and correcting of employees shall normally be done in a manner that would not violate the dignity of an employee, in private, rather than in the presence of other employees or other persons, unless immediate action is necessary in a given situation to avoid injury to persons or damage to supplies or equipment. In no event shall a supervisor or employee abuse, ridicule, slander, defame or use any profanity toward any other employees.

SECTION 5. Violations of rules of conduct, regulations or other supervisory instructions by employees shall be dealt with on an individual basis. Supervisors shall refrain from issuing directives, either verbal or written, which imply widespread guilt among their subordinates unless such action is justified by the number of infractions or deemed necessary to clarify instructions.

ARTICLE 15 – SAFETY, HEALTH AND WELFARE

SECTION 1. The safety, health and welfare of the employee is of paramount importance to the successful accomplishment of the mission of the Employer. Such matters are a collective effort and that the Employer, the Local, and employees will cooperate fully in every effort to achieve high standards of working conditions in furtherance of meaningful safety, health and welfare conditions. All work practices and conditions will be in keeping with applicable Federal laws, rules and regulations pertaining thereto.

SECTION 2. The Employer will extend every reasonable effort to provide and maintain safe working conditions so as to protect the safety and health of the employees. To this end the Local will cooperate through encouraging employees to work in a safe manner and to impress upon the employee that each employee has a primary responsibility for their own safety and is obligated to know and observe safety rules and practices.

SECTION 3. Where Army safety criteria and guidance are not provided to cover existing safety hazards, the Employer will take action to establish safety criteria and guidance to overcome the safety hazard.

SECTION 4. The Local may designate a representative to serve on each safety committee which is established in organizational components containing employees of the unit.

SECTION 5. Employees shall report all job connected injuries or illnesses to their supervisor as soon as possible and complete appropriate forms at the earliest possible time.

SECTION 6. The Employer shall furnish prompt transportation, professional medical service, and adequate facilities for the proper diagnosis and treatment of injuries or disease incurred in the line of duty. Employees at this installation who incur and illness or injury which is not job related will be provided emergency or first aid treatment as required. These services will be in accordance with and to the extent permitted by laws and regulations of higher authority. The employees injured at this installation in the line of duty shall be furnished medical aid or treatment to the maximum extent permitted by Army regulations. No employee shall be changed to lower grade because of temporary physical disabilities incurred as a result of job related injury.

SECTION 7. Following examination and/or treatment of any employee who has reported to the medical facility as a result of an occupational injury, determination will be made by the proper medical authority as to the employee's duty status and treatment. The medical facility will notify the employee's office accordingly.

SECTION 8. When an employee, after reporting to work, considers that he is physically unfit for duty, he shall request and unless impossible be granted sick leave by his supervisor, or if the situation warrants, be provided transportation to the DDEAMC. When a DDEAMC physician determines that an employee is physically unfit for duty, arrangements will be made for transportation to a hospital or to the employee's home in those cases where the DDEAMC physician determines that such transportation is necessary.

ARTICLE 16 – TOOLS AND CLOTHING

SECTION 1. Subject to the provisions of applicable regulations, the Employer agrees to suffer the expense of all special tools, special clothing, and special equipment employees may be required to use in the accomplishment of their assigned duties.

SECTION 2. Special clothing is that apparel which is not part of a prescribed uniform for which the employee receives a clothing allotment or an item of personal attire required for wear by the Employer. The Employer agrees that when an employee is assigned duties which require them to be subject to the elements of the weather, and when this assignment is not normal day-to-day duties, every effort will be made to provide parkas, wet weather suits, or similar clothing on a temporary issue basis.

SECTION 3. Employees shall not be required to wear specific clothing or apparel except those prescribed by appropriate regulations, or maintains a personal appearance or dress not specifically related to job, category, performance, safety or personal hygiene.

SECTION 4. Privileges accorded employees on the use of Government tools and clothing prior to this Agreement, or amendments thereto, will not be withdrawn except under conditions as noted below:

- a. Elimination of mission at Fort Gordon, Georgia
- b. Items no longer in supply channel and cannot be replaced.
- c. Items worn out and cannot be used due to unserviceability.
- d. Items found to be defective or unsuitable.
- e. On reassignment of the employee and/or termination of the position.

SECTION 5. When employees are required to perform work where the nature of the work or the worksite itself may cause their personal clothing to be excessively or permanently soiled, the Employer agrees to either eliminate the cause or provide appropriate protective clothing such as coveralls, aprons, gloves, etc., as necessary to the extent allowable under applicable regulations.

ARTICLE 17 – PERFORMANCE APPRAISALS

SECTION 1. Performance rating and evaluation will be given in accordance with applicable regulations and this Agreement. The annual rating will be due on the anniversary date of the employee's service computation date or as determined by the servicing NAF CPO, but not until after the employee has been under the supervisor's jurisdiction or performed the duties of the position occupied for 90 days.

SECTION 2. Emphasis will be placed on the employee being kept informed of their status in meeting performance requirement for their position. Such discussions will be conducted in an air of understanding that should be meaningful to both the supervisor and the employee.

SECTION 3. Performance requirements should be developed and/or implemented by the rating supervisor. The rating supervisor should insure that all employees under their jurisdiction understand what is considered satisfactory performance in any aspect of the employee's work. Performance requirements will be established and the employee informed prior to any official rating being given. The rating supervisor should inform the employees being rated of the established performance requirements. Performance requirement must have been presented to an employee in writing prior to initiating an unsatisfactory rating.

SECTION 4. The assignment of pro rata quotas or other predetermined numerical limits to control the granting of the various levels of performance awards are prohibited, including the establishment of any limit on the number of Outstanding Performance Ratings.

SECTION 5. Appraisals.

- a. Performance appraisals will be thoroughly discussed with employee in private. The employee has the right and is encouraged to freely state their views. The immediate supervisor's appraisals must be based on a continuous process of observation and evaluation of any employee's actions against the established job requirements. Appraisals should be based on a thorough knowledge of performance and of the conditions under which the work is performed. Informal discussions between the supervisor and the employee are an integral part of supervisor and should be frequent enough to assure mutual understanding of changing job requirements, performance as related to requirements, and any problems the employee is encountering in efficiently performing the work.
- b. Any critical or adverse comment made by the supervisor in connection with an unsatisfactory performance appraisal must be supported by appropriated and factual examples giving dates, incidents, etc. Such examples must be typical of the employee's performance, not isolated instances. It is agreed that supervisors should assist employees in achieving performance requirements. In all instances formal discussion will be recorded by written communication, with supervisor and employee being presented a copy of the communications. Employee will be provided one extra copy for their representative.

ARTICLE 18 – ACCEPTABLE LEVEL OF COMPETENCE

SECTION 1. The granting of a within-grade increase for employees is based upon a positive determination that the employee is performing at an acceptable

level of competence. This denotes work of a degree above that typified by the marginal employee. Determination must be made in the light of reasonable work requirements of the particular position and such specific work standards as may have been established and made known to the employee. This requires consideration not only of the required quantity and quality of work, but also other essential elements such as personal characteristics and aspects of conduct which have a direct bearing on performance.

SECTION 2. Where an employee's performance is not considered to be of an acceptable level, the employee will be given written notice 60 days prior to the completion of the waiting period. The notice will contain, as a minimum, the following information:

- a. An explanation of each aspect of performance in which the employee's services fall below an acceptable level.
- b. A statement of the acceptable level of performance expected on each of those work aspects in need of improvement.
- c. Advice as to what and how the employee must bring their performance up to an acceptable level.
- d. A statement that their performance will not be evaluated as being at an acceptable level unless their performance improves to the acceptable level.
- e. A statement that they have a period of 60 calendar days in which to bring their performance up to an acceptable level.

SECTION 3. After further evaluation of the employee's performance, the supervisor will take one of the following actions:

- a. In the event the employee's performance has reached the acceptable level of performance during the 60-day period, the employee will be notified of this determination.
- b. In the event the employee's performance does not reach the acceptable level during the initial 60-day period, the supervisor will give the employee notice in writing no later than the end of the required waiting period. The notice will inform the employee that the within grade increase has been withheld, the procedures and time limits for requesting an administrative reconsideration, the employee's right to present a request for reconsideration, the basis for withholding the within grade increase and the name, address, and phone number of the individual to whom the request for reconsideration must be sent. Additionally, the employee will be advised of their right to have Union representation.

SECTION 4. The employee may request reconsideration of a negative determination as specified in Section 3, above. The request will be submitted to the immediate supervisor who will forward the request to the appropriate official in the organization. A decision will be made within ten (10) working days of receipt. If, upon reconsideration:

- a. The original negative determination is changed, the step increase will be approved and will be made effective on the original date due;
- b. The original negative determination is upheld, the employee will be informed in writing by the official making the decision. The decision will inform the employee of their right to appeal the reconsideration decision within fifteen (15) calendar days of the receipt of the notice through the Negotiated Grievance Procedures.

ARTICLE 19 – EMPLOYEE UTILIZATION

SECTION 1. The Employer agrees to utilize the skills of all employees to the maximum extent possible. This includes the full utilization of employees within their job classifications. The Employer will attempt to adjust to fluctuations in workload by temporary assignments of additional employees, as available to the Employer.

SECTION 2. The Employer will immediately notify the Local concerning work stoppage which may be caused by inclement weather (hot or cold), acts of God, or other emergencies that could involve the partial or full closing of this installation by the actions that the Employer has taken or anticipates taking. Thus, the Local will be informed and will be able to assist in any area that may be deemed necessary.

SECTION 3. Nothing in this article will restrict or limit the Employer's right to hire military personnel on a part-time, off-duty basis. Full and equitable consideration will be afforded both part-time military and civilian applicants for those job not requiring full-time employees.

SECTION 4. Where a regular full-time or regular part-time position is established as a civilian position and a vacancy occurs, and the Employer elects to fill the vacancy either temporarily or permanently, first consideration will be to fill the vacancy with a current NAF employee.

ARTICLE 20 – TRAINING AND EMPLOYEE DEVELOPMENT

SECTION 1. It is the policy of the Department of Defense, the Department of the Army and this installation, to provide all training necessary to assure maximum efficiency of civilian employees in the performance of their official duties, and to encourage employees in their efforts for self-improvement. The Local may make written recommendations to the Activity Chief relative to training employees in the unit which will be considered by employee.

SECTION 2. Training and development of employees within the unit is a matter of primary importance to the parties. The Employer has the right to determine when, the type, and the amount of training employees shall receive. Through the procedures established for Employer-Local cooperation, the parties shall seek

training and development of employees and, consistent with the needs of the Employer, develop and maintain forward-looking and effective policies and programs designed to achieve this purpose. The Local will be consulted prior to the implementation of proposed formalized training programs, applicable to employees in the unit, and employee development policies and procedures to be established or implemented within the authority of the Employer. Approved Employer's policies and programs will be furnished to the Local within ten (10) working days after approval.

SECTION 3. In recognition of the mutual advantage to the Employer and to the employee, the Employer agrees to make a reasonable effort to utilize current employees when the Employer determines that in-house training is appropriate for new skill requirements. Selection for such training opportunities shall be consistent with the criteria in applicable regulations; however, neither the selection for nor the completion of such training will automatically insure an employee of a reassignment or promotion. The Employer will identify areas of skill in which scarcities exist and inform employees of these areas. Furthermore, the Employer will, to the extent practicable, establish training opportunities in these areas and inform the employees how to apply for training.

SECTION 4. When advance knowledge of the impact of pending changes in function, organization and mission is available, it will be the responsibility of the Employer to plan for the maximum retraining of employees involved and to conduct a training program as appropriate in order to place employee's inline of work where their services can be utilized. The employer will provide for additional training required due to technological changes.

SECTION 5. The Employer will provide employee on-the-job related training, to the extent practicable, employing such techniques as interchanging employees when they share mutual desires and aptitudes to receive training in each of their respective positions.

SECTION 6. When training is to be given to some but not al all employees in a given occupational or organizational group level, merit promotion procedures will be followed in selecting indefinite or temporary part-time employees for training given primarily to prepare employees for advancement and is required for promotion. Supervisors will identify those situations in the specific work environment that training can aid in achieving defined objectives and goals of the Employer. Available training programs will be discussed with the employees who would normally be eligible for such training.

SECTION 7. Training required in connection with officially assigned duties will be accomplished at the Employer's expense. Training not in connection with officially assigned duties will be accomplished at the employee's expense.

SECTION 8. Once accepted for positions, employees will be given complete orientations about what is expected of them on the job. This will include explanations as to appropriate use of equipment, forms, procedures, mission, organizations, and standards of expected performance and other related job requirements.

SECTION 9. The Employer agrees to give the maximum advance notice possible to the Local in regard to the installation of any new equipment, machinery, or process which would result in changes to work assignments and/or require additional training.

ARTICLE 21 – POSITION CLASSIFICATION

SECTION 1. Position/job descriptions will be written based on the duties and responsibilities assigned to the position by the responsible management official. All identical positions in the same classification within the same NAF organizational unit to which the positions/jobs are assigned will be covered by the same basic description.

SECTION 2. Each employee will be furnished a current, accurate copy of their position job description. To assure that grades or ratings are appropriate to the work currently being performed by the employees in the unit, at the request of the employee, the Employer agrees to and will conduct a position review of their grade and rating. In any case where significant modification of a job description of any position in the unit is proposed, to the extent that either the grade or qualification requirements for the position would be affected, the Local will be notified prior to the effective date of any such change. Permanent changes of the major duties of any position in the unit will not be made until the changes have been approved by the proper classification authority.

SECTION 3. Position/job descriptions will be written based upon the major duties, skills and responsibilities assigned to the position by the responsible supervisor and/or manager occupying the position shown on the organizational chart. All position descriptions will conform to the “standards of adequacy” as prescribed by Department of the Army or appropriate higher authority. Insofar as possible, supervisors will avoid assigning to employees incidental duties which are inappropriate to their positions and qualifications. When the term “performs other duties as assigned” is used in a position description, the term will normally mean tasks which are reasonably related to the position and are of an incidental nature. Identical positions in the same classification within the same organizational unit will be covered by the same basic position description.

SECTION 4. Any employee in the unit who believes that their position is improperly classified will first consult with their supervisor for information as to the basis for the classification of the position. If the employee is not satisfied with the explanation received, the supervisor will request consultation by an

appropriate Civilian Personnel Office representative with the employee and the supervisor in an effort to resolve the employee's dissatisfaction informally. If the employee so desires, they may request Local representation.

SECTION 5. In the event the employee's dissatisfaction concerning the classification of their position cannot be informally resolved, they will be informed by the supervisor as to the appeal channels that are available to them as prescribed by classification appeal regulations and procedures. The employee will have the right to be assisted by a representative of his/her choosing, other than a member of his/her servicing Civilian Personnel Office staff or of the US Army Civilian Appellate Review Agency (USACARA), in preparing and presenting the classification complaint, which is the initial stage of the appeal system.

SECTION 6. The employee and the Local will be immediately informed by the Employer of any final determination to downgrade or upgrade the employee's position as a result of classification action. The Local will be notified of a classification appeal action originated in the bargaining unit.

SECTION 7. Employee complaints concerning the correctness and completeness of the description of the duties in the official job description or complaints initiated due to alleged mis-assignments and/or improper details will be processed in accordance with applicable regulations and grievances procedures.

SECTION 8. The Employer agrees to coordinate with the Local for the review and comment on all proposed new or changes to Classification Standards affecting employees in the unit.

SECTION 9. The Employer agrees to consider and forward written recommendations from the Local for changes to Classification Standards. The Employer will inform the Local in writing of the disposition of the proposed change.

SECTION 10. The Employer agrees that changes in equipment, techniques, and procedures, which could affect job classification, will be reviewed with the Local prior to beginning implementation, and after full implementation to determine if the job classification and standards are appropriate.

ARTICLE 22 – CRITERIA FOR DETERMINING BASIC PAY RATES

SECTION 1. Universal Annual Employees: Basic pay for all Universal Annual employees, regardless of where employed, will be identical with that for Appropriated Fund employees subject to Title 5, US Code 5101, et seq., who perform comparable or similar work. The rates of pay for the GS equivalent grade level will be specified as in AR 37-105-1.

SECTION 2. Prevailing Employees: Basic rates of pay for prevailing employees will be the rates specified in wage schedules, based on locality wage surveys of like establishments, authorized by Subchapter IV Ch 53 of Title 5, US Code as amended by Public Law 92-392, 19 August 1972.

ARTICLE 23 – LOCALITY WAGE SURVEYS

SECTION 1. Wage surveys will be conducted in accordance with the provisions of FPM Supplement 532-2 and any changes thereto.

SECTION 2. The Employer will advise the Local within three (3) workdays after receipt of official notification that preliminary preparations are being made for the conduct of a wage survey.

SECTION 3. A local wage survey committee consisting of three (3) members will be established. AFGE will be given the opportunity to recommend one member for the committee. Responsibility for providing a member will remain with the Local, at a minimum, for the duration of the two (2) year wage determination cycle; and this responsibility will not change during the time a survey is in progress. The Local will be notified of each member and alternate selected by the Employer. Each member will continue to receive regular pay while serving on the committee.

SECTION 4. The committee's responsibilities shall include, but not be limited to:

- a. Notifying the Local of the number of data collectors and alternates needed for wage survey. The Local President may request that additional data collectors be appointed and such request shall be considered before a final decision is made on the number.
- b. Organizing data collector teams. Each team shall consist of one data collector nominated by the Local and one data collector designated by the Employer.
- c. Providing for necessary training and supervision of data collectors.
- d. Considering differences between data collectors in reference to the comparability of job matter, discriminatory rates, or differences in interpretation and application of the policies and procedures in FPM Supplement 532-2 and making its recommendations to the lead agency.
- e. Conducting hearings to permit presentation of information, requests, and recommendations by local organizations and individuals concerning the area, industries, establishments, and jobs to be covered in the wage survey. Summary statements of the hearings are made and included in the record of committee proceedings. The Local has the authority to designate an employee to appear before the committee on administrative leave.

SECTION 5. The Local will provide the committee with the names and employing activities of local Federal employees it recommends as regular and alternate data collectors. The Employer will consider for appointment those employees recommended by the Local which will be one-half of the total data collectors and one-half of the alternates appointed.

SECTION 6. A majority vote of a local wage-survey committee constitutes the decision and recommendation of the committee, but a member may file a minority report within seventy-two (72) hours of the committee's decision, which will be forwarded with the committee's report.

ARTICLE 24 – ENVIRONMENTAL PAY

SECTION 1. When the Local or the Employer determines that a local work situation warrants consideration of additions or exclusions, or there is a need to establish additional position(s), categories and/or percentages under payable categories of Appendix J, Subchapter 8-7, FPM Supplement 532-2, they will notify the other party of such position(s), title, local and nature of environmental exposure which may justify payment of an environmental differential. Within five (5) working days of receipt of such notification, the parties will meet for the purpose of negotiating the coverage to be extended under payable categories, or to negotiate a joint request to recommend additional positions(s), percentages and/or categories. The request will be referred to the Office of Personnel Management in accordance with applicable regulations in effect at the time. When the hazard, physical hardship, or hazardous working condition has been practically eliminated, action will be taken by the Employer to discontinue the environmental differential. The Local will be notified of the date the differential shall stop.

SECTION 2. The Local shall designate an equal number of representatives to serve with management on all committees established to implement S8-7, FPM Supplement 532-2, and Para 3-16, AR230-2.

ARTICLE 25 – HOURS OF WORK

SECTION 1. Within the seven (7) consecutive calendar days commencing at 0001 hours, Thursday and ending 2400 hours, Wednesday, which constitute the administrative workweek, the Employer shall establish a basic workweek of 40 hours for full-time employees. Except those positions for which the nature of the work will not permit, Universal Annual employees shall normally have a basic workweek consisting of five (5) consecutive eight (8) hour days, Monday through Friday, exclusive of a non-paid meal period of not less than 30 minutes or more than 60 minutes. Subject to operational requirements, prevailing employees will normally have a basic workweek consisting of five (5) consecutive calendar days.

SECTION 2. Hours of work will cover a minimum of 40 hours per administrative workweek for all regular full-time (regular or temporary) employees and no more than 34 hours nor less than 20 hours per administrative workweek for all part-time employees. To the maximum extent possible employees will normally not be scheduled to work more than five (5) consecutive days; however, it will not include more than six (6) days between days off.

SECTION 3. All shifts for full-time employees (regular or temporary) will consist of eight (8) hours; work within no more than a nine (9) hour period including time for meals; however, such a tour of duty would seriously handicap the performance of a function or would result in substantially increased costs, an off-duty period may be scheduled between two (3) portions of the eight (8) hour shift. Employees will be completely free during such off-duty periods. If any work is required and/or performed during such off-duty period, the employee will receive pay at the appropriate rate for the entire period. For employees whose tour of duty covers more than an eight (8) hour period, a non-paid meal period of not less than 30 minutes nor more than 60 minutes will be authorized and be in addition to the eight (8) hour tour of duty. The meal period is the employee's time and they will not be required to remain at or near their work stations and they will be relieved from duty during this time. Where meal periods are staggered due to a need for continuous hours of operation during the work day, the assignment of a scheduled meal period will be made in accordance with the peak work load, the employee's expressed desire and employee service computation dates. When the nature of an employee's duties requires that they remain at their duty station, an on-the-job meal period may be established. The employee will be paid for an on-the-job meal period not in excess of 20 minutes.

SECTION 4. All shifts for regular and temporary part-time employees will consist of not less than three (3) hours nor more than ten (10) hours. Meal periods will be allowed as appropriate. Part-time employees working for each four (4) hours of continuous duty will be given additional 15-minute rest periods.

SECTION 5. Because of seasonal workload requirements, tours of duty or hours of work may have to be changed. These individuals', temporary changes to existing tours of duty or hours of work will be made only after formal consultation and agreement with the Union. All changes will be posted two (2) weeks prior to the administrative workweek affected and will continue for a period of at least four (4) weeks. The posting of the change will contain the following:

- a. New days and hours of the tour.
- b. Duration of the change.
- c. Signature of the Authorizing Official.

Basically, all NAF employees conformed to a regularly scheduled workweek and number of hours which cannot be adjusted for busy and slow weeks. Changes in the posted schedule will not be made to avoid the payment of overtime or

payment for additional hours. Changes will be permitted for emergency situations such as prolonged illness of an employee or operational requirements that will exceed seven (7) days duration during the posting period. The employer, where practical, will redesign jobs to increase the number of hours assigned to regular part-time and temporary part-time employees. Upward increases toward the maximum number of hours within the regular scheduled workweek will result from combining jobs or positions. Increases in the number of hours assigned to these employees will be based on service computation date. Decreases as a result of these actions will be given first to volunteers, if no volunteers, the decrease in hours will be assigned to the least senior part-time employee in the unit.

SECTION 6. Individual, temporary changes in the tour of duty will be distributed and rotated equitably among qualified employees. Any complaint or disagreement on the changes of assignment of tours shall be processed in accordance with Article 37 on Grievance Procedure. A roster or record of employee involved in changes of tours shall be maintained by the Employer and can be reviewed by the Local.

SECTION 7. To the maximum extent possible, work schedules for regularly scheduled full-time and regularly scheduled part-time employees will be posted at least two (2) weeks in advance of their effective dates over periods of at least four (4) weeks. It is recognized that changes in such schedules may be required because of emergency situations and/or operational requirements; however, the Employer will make every effort to avoid changes in duty schedules of employees unless such changes are absolutely essential to operations. To the maximum extent possible, the hours of work of full-time employees will be the same during the basic workweek. In those instances where the Employer finds it impossible to give at least two (2) weeks' advance notice, every attempt will be made to minimize the adverse impact of such changes and as much advance notice as possible will be given.

SECTION 8. Employees will be given the opportunity to express their choice of days off and shifts at any time up to seven (7) days prior to the time for posting of the schedule. Insofar as the needs of the Employer permit, hours of work and shift assignments will be made in accordance with the expressed preference of the employees concerned. If more than one employee expresses the same choice, assignment will be made in accordance with seniority within the Section. Upon request of employees, days off and hours of work may be changed by mutual consent of the employees concerned and approval by the immediate supervisor. Except for operational emergencies, no employee will be required to return to work earlier than ten (10) continuous hours after completion of a prior shift. When a seven (7) day operation is in effect, an attempt will be made consistent with operational requirements to provide each employee with their choice of rest days. Each employee shall have an equal opportunity to earn premium pay and shift differential.

SECTION 9. Preparation necessary to perform assigned duties, e.g., checkout vehicles, assignment of work orders and/or priorities, assembly of necessary tools and equipment and the wearing of special clothing, shall be considered as beginning of the employee's assigned tour of duty. The Employer will allow a reasonable amount of time for employees to clean up prior to meal periods and the end of the workday, and for the storage and protection of property and equipment at the end of each shift.

SECTION 10. The Employer agrees to provide two (2) scheduled 15-minute rest periods for employees during an eight (8) hour day. One (1) will be during the first half (first-third hours), and one (1) will be during the second half (fifth-seventh hours) of their work shift.

ARTICLE 26 – OVERTIME

SECTION 1. The determination of the necessity for overtime work (including the nature of the work, the need for special skills, the priority of productive or support effort, and the number of employees required) is a function of the Employer. Overtime will normally be given to those employees who are currently assigned on the job. Second consideration will be given to those other employees performing similar work in the area and who are qualified to do the job. It is agreed, however, that when special circumstances prevail or special technical skills are required, employees possessing these special skills may be assigned to the overtime involved. In directing overtime, the supervisor will make every effort to make an equitable rotation of overtime among the employees of the unit concerned. Supervisors will not assign overtime work to employees as a reward or penalty, but only as workload requirements dictate.

SECTION 2. Employees on call-back rosters will respond to emergency callback. Where a call back roster does not exist, a list of employees who desire to work overtime will be established where necessary. In an emergency, if no volunteer is available, selection for call back will normally be made from the least senior employee based on seniority in the work unit.

SECTION 3. The Local recognizes the right of the Employer to require employees to perform overtime work when essential for the accomplishment of the mission of the activity. If the overtime work would impair the employee's health or cause him/her extreme hardship, the employee may be relieved from the overtime assignment if the supervisor determines that the employee has a valid reason for being relieved from overtime duty and other arrangements can be made by the supervisor. If an employee is relieved of an overtime assignment at their request, the hours of overtime declined will be considered as overtime worked for the purpose of determining the equity of overtime distribution. When the need for overtime work is known in advance of the actual work, every employee in the needed skill shall be given an opportunity to volunteer. All

overtime, except emergencies, shall be on a rotating basis as provided herein to insure equal distribution.

SECTION 4. It is agreed that the use of overtime will be restricted to cases of necessity and that overtime work, whether scheduled or nonscheduled, will be avoided whenever possible. Whenever the Employer determines that the amount of overtime worked in a particular occupation is such that another employee may profitably be continuously employed on a full-time or part-time basis, every attempt will be made to make such arrangements. The Employer agrees to give due consideration to the views and recommendations of the Local in making these determinations.

SECTION 5. Whenever a scheduled employee does not report for work on time as planned, the person that they are to relieve may be required to continue to work the next shift. They will continue to work on any overtime basis until the scheduled employee reports for duty, or they are dismissed by the line supervisor. Undue hardship factors must be considered.

SECTION 6. Employees assigned to overtime work will be given as much advance notice of such assignment as possible. Notification for planned overtime work on Saturday and Sunday will be made not later than noon Friday except in emergencies.

SECTION 7. Employees who are required to work overtime in excess of four (4) hours will be given a non-paid meal period if desired by the employees.

SECTION 8. Employees called in to work outside of and unconnected with their basic workweek will be paid a minimum of two (2) hours pay at the appropriate rate authorized by regulations regardless of the total number of hours worked by the employee. In addition thereto, any employee called in to work on shifts outside their basic workweek will be promptly excused at such time it is determined that their services are no longer needed.

SECTION 9. Prevailing employees in the unit will be paid, in accordance with applicable regulations, at not less than time and half for all work in excess of 8 hours a day or 40 hours per week whichever is greater. No prevailing rate employee or FLSA non-exempt UA employee will be given compensatory time off in lieu of overtime payments. A non-exempt employee may elect to work compensatory overtime for the purpose of taking time off without charge to leave when religious belief require that the employee abstain from work during certain periods of the workday or workweek. UA FLSA exempt employees in the unit will be paid overtime for work in excess of 40 hours per week only if the overtime work is specifically authorized in advance by the employee's supervisor. Where a UA exempt employee has requested to work overtime on a compensatory time basis in lieu of paid overtime, the Employer will make every effort to grant compensatory time off within the same pay period in which the overtime is

performed. Where the exigencies of a particular situation will not permit compensatory time to be granted during the same pay period, this time period may be extended. Compensatory time which cannot be taken within the prescribed time will be paid in accordance with authorized overtime rates. Due consideration will be given to the employee's preference for taking such compensatory time. Accumulation of compensatory time will be in accordance with appropriate regulations.

ARTICLE 27 – ANNUAL LEAVE

SECTION 1. Employee will earn and be granted annual leave in accordance with applicable laws and regulations. Insofar as work conditions permit, annual leave will not be denied unless there is a justifiable and valid reason. Approval of annual leave for emergency reasons will be considered on an individual basis and granted when conditions warrant. Absences for emergency reasons, except where circumstances prevent, will be reported by the employee to their immediate supervisor or their designated representative. Annual leave will be requested in writing, and when denial is necessary, the employee will be informed in writing of the reason for denial.

SECTION 2. The taking of annual leave is a right of the employee subject to the approval of the supervisor. Annual leave will be scheduled by the supervisor, after contacting the employee, in order to prevent the forfeiture of leave. The Employer is responsible for requiring employees to take annual leave and agrees to schedule annual leave of up to two (2) weeks continuous duration for vacation purposes on employee's requests made prior to 31 March or 30 September. When two (2) or more employees request annual leave at the same time, priority for granting leave will be based on service computation date; this applies to only one (1) vacation period. When an employee has made their selection, they will not be permitted to change, when it affects the choice of another employee, unless the affected employee agrees to the change. The supervisor will approve a change in selection of the time for annual leave provided the employee can be spared from their duties. A copy of the vacation leave schedule will be posted on the bulletin board within 30 days. In the case of transfer of an employee from one organizational element to another, the transferring employee will not be granted any priority in the selection of the time they desire to schedule annual leave for vacation purposes in the organizational unit if their selection will interfere with the vacation schedule previously established for the unit. Previously approved leave will not be canceled except for the most compelling reasons.

SECTION 3. Every reasonable attempt consistent with the work load will be made to satisfy the desires of the employees with respect to the approving of extended annual leave for special vacations. The employer agrees, in the absence of compelling reasons to the contrary, to grant vacations, up to the total

amount of annual leave accrued for those employees who desire to take special vacations.

SECTION 4. The Employer agrees to make adequate provisions to insure that all employees are given equal opportunity to submit requests for leave in sufficient time for them to be considered before the leave schedule is prepared. Provisions will be made for adequate notification to all employees to include those employees who may be on authorized absence from duty, so that they may submit their request in time for equal consideration.

SECTION 5. Any employee has annual leave to their credit and the eligibility to use such leave may apply for annual leave on any workday which occurs on a religious holiday associated with the religious faith of the employee. Leave for such purposes will be approved unless the granting of such leave would adversely affect the mission or the operations of the organization to which the employee is assigned.

SECTION 6. In cases of grave illness or death in the immediate family, an employee will, to the maximum extent possible, be granted annual leave or leave without pay upon his request. If the employee does not have annual leave to his credit, the Employer may advance the employee the necessary leave upon the request, but not in an amount to exceed that which the employee would accumulate during the leave year. Leave granted under this Section shall be the rule, rather than the exception and will not be subject to consideration relative to scheduled leave, and shall be for a reasonable amount of time to include time for the employee to travel to and from the destination and to attend to matters in connection with the gravely ill or deceased person. Such leave shall be for not less than five (5) workdays if requested by the employee. As used herein the term "immediate family" means the employee's parents, children, grandchildren, grandparents, brother (in-law), sister (in-law), spouse, and spouse's parents.

SECTION 7. Approved absence otherwise chargeable to sick leave will be charged to annual leave if requested by the employee, except that leave approved, taken and officially recorded as sick leave may not subsequently be charged to annual leave to avoid forfeiture of annual leave at the end of the leave year.

SECTION 8. The Employer will announce any planned interruption or suspension of operations to employees covered by this Agreement as far in advance as practicable. If it becomes necessary to release employees from their normal duties because of the above, they will be excused from their duties for the balance of the shift without loss of pay or charge to leave. If the interruption or suspension continues beyond one workday, the Employer will make every reasonable effort to utilize the affected employees in another duty assignment within the activity if qualifications and workload requirements permit. If such assignment is not possible, the employee will be granted annual leave up to the

amount accrued by the employee. Upon the written request of an employee, the Employer will advance annual leave in an amount that can be earned by the end of the current leave year.

SECTION 9. Advance leave will not be granted unless it is reasonably assured that the employee will return to duty. Employees serving under probationary or trial periods should not be advanced annual leave in excess of the amount which is reasonably assured they will earn prior to the termination of the probationary period.

SECTION 10. The minimum charge for leave will be one-fourth (1/4) of an hour.

ARTICLE 28 – SICK LEAVE

SECTION 1. Employees will earn and be granted sick leave in accordance with applicable statutes and regulations. Approval of sick leave will be granted to employees when they are incapacitated for performance of their duties by sickness, injury, pregnancy and confinement, medical, dental or optical treatment or examination, or when a member of the employee's immediate family is afflicted with a contagious disease and the presence at work of the employee would jeopardized the health of others. The employee shall notify their immediate supervisor or their designated representative of their incapacitation for duty as soon as possible after the start of the employee's shift, but normally not more than two (2) hours after the shift begins. A written report of absence will be accepted as notification when telephone service is not available. Approval of sick leave for prearranged medical, dental and optical appointments must be secured in advance and the employee should secure appointments outside duty hours when possible.

SECTION 2. Periods of absence on sick leave in excess of three (3) consecutive working days duration must ordinarily be supported by a medical certificate to be filed within seven (7) calendar days after return to duty. In lieu of a medical certification, the employee's signed statement of reasons why other evidence is not furnished will be accepted when it is unreasonable to require a medical certificate because of unavailability of physicians, remoteness of locality or in those cases where the illness did not require the services of a physician. However, in all cases where the employee was sick for more than five (5) consecutive workdays, the employee shall furnish a medical certificate to support the entire period of absence.

SECTION 3. Employees normally will not be required to furnish a medical certificate to support an application for sick leave of three (3) workdays or less. In individual cases, a certificate may be required by the employee's supervisor where there is reason to believe the employee may be abusing sick leave privileges. In such cases, the employee should first be advised verbally by their supervisor that because of their questionably sick leave record, a medical

certificate may be required for each subsequent absence on sick leave. If this does not bring about improvement in their sick leave record, they will be advised in writing that all future requests for sick leave must be supported by a medical certificate.

SECTION 4. All cases requiring a doctor's certificate for each sick leave absence will be reviewed by the employee's supervisor for the purpose of determining whether such restriction can be eliminated. Such review will take place at the end of three (3) months from date of issue of official written notice requiring a doctor's certificate and each three (3) months thereafter if it has not previously been rescinded. When a restriction is to be continued, the employee will be so informed in writing. The employee may file a grievance on the decision by the Employer to continue the restriction. When it has been determined by the employee's supervisor that the restriction is no longer necessary, the employee will be notified in writing and the Employer will remove the copy of the restriction notice from the individual's personnel record.

SECTION 5. No official written notice of suspected abuse of sick leave privileges will be issued by the Employer when all the absence claimed on sick leave have been documented with a doctor's certificate except in those cases where the Employer has positive evidence to substantiate the written notice.

SECTION 6. Employees who, because of illness, are released from duty will not be required to furnish a medical certificate to substantiate sick leave for the day released from duty. Subsequent days of absence will be subject to the provisions of Section 3 of this Article and applicable regulations.

SECTION 7. Sick leave will be advanced to an employee in clearly established cases of serious disabilities or ailments, when required by the exigencies of the situation, and provided: that the employee has submitted a written request to their supervisor, which will be accompanied by a support doctor's certificate; that the employee has exhausted all the available sick leave which they have to their credit; that the employee has used all annual leave that would otherwise be forfeited; that there is a reasonable assurance that the employee will return to duty; that sick leave advanced to an employee may never exceed 30 days; and that the employee has not established a pattern of sick leave abuse. Employees serving under probationary or trial periods should not be advanced sick leave in excess of the amount which is reasonably assured they will earn prior to termination of the probationary period.

SECTION 8. Consistent with written recommendation by a medical authority, the Employer will make a reasonable effort to provide light duty assignments to employees to facilitate periods of convalescence and to help reduce the impact of the loss of accumulated sick leave due to serious and/or prolonged illness.

ARTICLE 29 – ADMINISTRATIVE LEAVE

SECTION 1. Employee may be excused from duty, without charge to leave, in certain situations as determined by the Custodian. Some of the more common situations in which absences may be excused are as followed:

- a. For the purpose of voting or registering to vote on elections or referendums on a civic matter of local or national nature. As a general rule, excused absence will not be granted if the employee has three (3) hours off-duty time, to exercise this privilege.
- b. For a period not to exceed four (4) hours for participation in a military funeral, as a pallbearer, member of a firing squad, or honor guard.
- c. For a period of four (4) hours plus travel time for the purpose of making uncompensated blood donations.
- d. For such periods of time as may be considered necessary by competent authority during emergency situations such as extreme weather conditions, fire, power failure, etc. Release of affected employees may be staggered to prevent or relieve traffic congestions.
- e. For brief absences or tardiness of less than one (1) hour when the reasons are justifiable to the approving authority.

SECTION 2. Court Leave

- a. If an employee is summoned for jury duty or jury qualification, or as a witness in a judicial proceeding on behalf of state, local, or U.S. Government or a Nonappropriated Fund Instrumentality in an official capacity, they shall be paid at the appropriate rate in accordance with AR 230-2 for time required from their normal work schedule to perform such duties. When an employee appears to testify in a nonofficial capacity on behalf on the U.S. Government or Nonappropriated Fund Instrumentality they shall be in an official duty status. Such time shall be limited to the time necessary, not to exceed eight (8) hours per day. A night shift employee who performs jury duty during the day will be granted court leave for their regularly scheduled night tour of duty and is entitled to the shift differential while serving as a juror. It shall be the employee's responsibility to collect any fees, except reimbursement for meals, travel, lodging or other allowances, received from the Court for performing such duties. When an employee is called for court duty, they shall promptly notify the employer so that arrangements may be made for their absence from the activity. Annual leave will not be substituted for court leave. Upon completion of their service, the employee shall present to the Employer satisfactory evidence of the time served on such duty.
- b. If an employee is excused from court duty or one day or a substantial part of a day, they are expected to return to duty unless this would be impractical. In determining whether the employee will be required to return to duty, the employee will phone the supervisor, who will make the determination based on the amount of time remaining in the workday, any special need for the employee's services, the distance involved and the

type of transportation available. An employee will not be required to return to work if less than two (2) hours of the workday remains, unless there is a critical need for the employee's services. If the employee fails to return to duty, as directed, they will be charged appropriately for the time involved.

SECTION 3. The granting of excused absences or administrative leave which may be appropriate in connection with certain other situations such as appeals, grievances or medical treatment is covered under appropriate articles of this Agreement and/or appropriate regulations.

ARTICLE 30 – HOLIDAYS

SECTION 1. Employees will be entitled to all holiday benefits which are now or will be prescribed in the future, by law or by Executive Order. Such benefits will be granted in accordance with applicable regulations.

SECTION 2. It is agreed that work on holidays will be held to an absolute minimum subject to the mission requirements of the Employer. The Employer may, upon request, relieve an employee from holiday assignment if the reason is valid and there is another qualified employee available for the assignment.

SECTION 3. The Employee agrees that employees will not be scheduled to work on a holiday prescribed by Federal law or Executive Order solely to avoid overtime work that otherwise would be performed on day outside the basic workweek. When an eligible employee is required to report for work on their holiday or the day observed as their holiday, they will be entitled to at least two (2) hours' holiday pay whether or not work is actually performed.

SECTION 4. Regularly scheduled full-time and part-time employees, except those in a leave without pay status, assigned either to rotating or regular shifts, who are prevented from working on a regularly scheduled work day because of the legal observance of a holiday will receive base pay for the number of hours normally scheduled to be worked on the day on which the holiday is legally observed.

SECTION 5. Employees required to work overtime on a holiday which is outside their normal work week will receive the same pay they would normally receive for overtime hours. Employees required to work on a holiday which is within the normal workweek will receive normal pay for hours worked plus the holiday pay as stated in Section 4, above.

SECTION 6. Holiday work will normally be performed by those employees who are currently assigned to the job.

SECTION 7. The hours of work or basic workweek of an employee will not be changed in order to avoid holiday pay.

ARTICLE 31 – LEAVE WITHOUT PAY

SECTION 1. Employees will be granted leave of absence without pay in accordance with applicable laws and regulations. Normally, such leaves of absence will not exceed a period of one (1) year for each application.

SECTION 2. The Employer recognizes the obligation to provide employment at the grade the employee held on the effective date of leave without pay, or at any changed grade through reduction-in-force action or reclassification of the position and in the current pay status of such grade at the time the employee returns to work, provided the employee returns to work no later than at the end of the leave period.

SECTION 3. The Employer also recognizes the bumping and retreat rights of an employee on approved leave without pay in situations where the employee's status has been affected by reduction-in-force action during their leave of absence.

SECTION 4. Employees in approved leave of absence or in a leave without pay status will accrue all rights and privileges in respect to retirement status and appropriate coverage under the Group Life Insurance and Employee's Health Benefits Program to which they may be entitled under applicable laws and regulations.

ARTICLE 32 – TRAVEL

SECTION 1. Travel which is required of an employee will be performed on a reimbursable basis. Employees required to travel in pursuance of their assigned duties will be reimbursed upon their return for the amount they were required to expend on commercial transportation, hotel/motel rooms, and meal costs upon presentation of valid receipts or vouchers showing the amount claimed. Reimbursement in reasonable amounts may be claimed for expenses for which no voucher is given, such as taxi fees, tips, etc. Reimbursement will not exceed the total amount authorized in Joint Travel Regulations, Volume II.

SECTION 2. Travel performed by POV in conjunction with PCS moves or TDY travel will be compensated for in accordance with Joint Travel Regulations. Mileage will be computed based upon Standard Tables in Joint Travel Regulations.

SECTION 3. Employees required to perform official duties beyond the regularly scheduled work day while on TDY travel status will be compensated in accordance with applicable rules and regulations.

ARTICLE 33 – EMPLOYEE SUGGESTION PROGRAM

SECTION 1. Employees are encouraged to participate in the Army Suggestion Program. Suggestions submitted by employees will be given due consideration and the employee will be advised in writing of action taken as a result. In case of any dissatisfaction, the employee will have the right to notify the Steward.

SECTION 2. The Local will be advised of any suggestion seriously considered for implementation which directly affects working conditions of the bargaining unit. The Local will be permitted reasonable time to present its views concerning such implementation.

SECTION 3. Where in-house suggestion programs exist, the employee will have a right to make any suggestion for improvement they desire. All suggestions will be reviewed and considered by Management and a reply given, where the employee indicates that a reply is desired. Where the in-house program is specifically designed for customers and a separate program for employees does not exist, employees may present suggestions, either written or oral, to Management. Management has the obligation to consider any suggestion made by an employee.

ARTICLE 34 – PROMOTIONS AND DETAILS TO POSITIONS IN THE UNIT

SECTION 1. Promotions Definition (Reference FPM 532-2). Promotion means a change of an employee, while continuously employed from one grade to a higher grade under the same type wage schedule; a job or grade under a wage schedule to a job or grade with a higher representative rate under a different wage schedule; a job or grade paid under the General Schedule or other pay system other than the Federal Wage System to a job or grade with higher representative rate under a wage schedule.

SECTION 2. General Principles and Policies

- a. The Employer and Local mutually agree that all unit vacancies are to be advertised to the local work force. These vacancies will be filled by best qualified individual(s). First consideration for filling unit vacancies will be from the current Nonappropriated Fund work force.
- b. Applications will be received by the Fort Gordon NAF Civilian Personnel Office. Applicants considered to be the best qualified (due to past experience, training and education), for the position to be filled will be referred to the selecting official for interview and final determination as to which applicant will be selected for the position. In the selection of applicants for promotion, the total background of the individual, including the quality and quantity of experience, knowledge, skills, abilities and training needed for successful performance in the job to be filled will be considered. Publicity will be given in accordance with the time specified in Para 2-4, AR230-2.

- c. Promotions and lateral reassignments will be made on the basis of qualifications, fitness and merit. The selecting supervisor or official will assure that the candidate who is best qualified in accordance with the spirit and intent of governing regulations outlined by the Department of the Army is selected. In emergencies where a delay in filling a vacancy would cause serious disruption of work, or in the case of temporary promotion, the length of time a vacancy is posted may be shortened.
- d. The Employer agrees to make every reasonable effort to insure that promotions will be effective no later than the beginning of the second pay period following the date of approval of the selection.
- e. The Fort Gordon Civilian Personnel Office, NAF Branch will insure that announcements of promotion opportunities are posted in the CPO and announced in the Daily Bulletin.
- f. In the selection of applicants considered for promotions, the total background of the individual, including quality and quantity of experience, knowledge, skills, abilities and training needed for successful performance in the job to be filled will be considered.
- g. There will be no discrimination in promotion or selection for positions because of age, race, sex, color, religion, national origin, political affiliation, physical handicap, marital status or membership in/or activity in unions, lawful employee associations or other similar groups.
- h. The Employer agrees to provide the following information about specific promotion actions to any employee not selected for promotion and/or their representative, upon written request;
 - 1. Whether the employee was considered for promotion, and if so whether they were eligible on the basis of the minimum qualification requirements for the position.
 - 2. Whether the employee was one of those in the best qualified group from which selection was made,
 - 3. Who was selected for promotion, and
 - 4. In what areas, if any, the employee should improve themselves to increase their chance for future promotion.
 - 5. The President of the Local will be permitted to review an employee's records used as a basis for ranking and rating that employee for promotion, unless otherwise restricted by law or regulation.

SECTION 3. Qualifications will be posted on the bulletin board in the NAF Lobby, Civilian Personnel Office.

SECTION 4. Special consideration will be given for re-promotion or rehiring of employees to a grade or position from which the employees have been demoted without personal cause.

SECTION 5. Competitive placement actions shall be made on the basis of qualification, fitness, and merit. The minimum area of consideration shall be the

area in which an intensive search is made for candidates who are eligible for placement/promotion. The minimum area for competitive actions will be all the activities serviced by the NAF Civilian Personnel Office, Fort Gordon. Recruitment efforts will include concurrent consideration of outside candidates consistent with the supply of candidates, quality staffing objectives and EEO affirmative action goals, including those established by HQDA. The referral list from which selections are made will contain the names of the Best Qualified candidates who rank at the top of the qualified group. Qualified employees requesting lateral reassignments to positions in the unit with no known promotional potential may be referred to the selecting official as an exception to the competitive procedures set forth in AR 230-2. Vacancies which come within the scope of career filed programs and mandatory placement actions will be made in accordance with applicable regulations. When filling vacancies by lateral reassignments, employee request for such reassignment will be referred to the selecting official along with the other candidates.

SECTION 6. Rating and Ranking of Applicants for Positions

- a. Applicants will be rated eligible or ineligible. Eligible candidate will be ranked in the following categories:
 1. Qualified – Those candidates who meet the minimum qualifications standard for the position, including appropriate selective placement.
 2. Best Qualified – Candidates who rank at the top when compared with other qualified candidates.
- b. Best qualified candidates to be referred for selection will be listed in alphabetical order. Background information of each best qualified candidate referred will be submitted along with the referral list to the selecting official for consideration.
- c. In the event of a panel interview, interviewers will ask all candidates similar questions directly related to the requirements of the position.

SECTION 7. Temporary Promotions to Positions

- a. Temporary promotions will be processed in accordance with applicable regulations, and the provisions of this Article.
- b. The Employer agrees to the extent possible, to avoid the use of temporary promotions where a permanent promotion/placement action can be taken.
- c. Temporary promotions will not be used primarily for training or evaluating an employee in a higher grade position; to decide among candidates for permanent promotion; or to train employees in higher grade duties.
- d. When an employee is assigned to perform higher grade duties of an established position, on a temporary basis, for more than 30 days, he/she will be given a temporary promotion. The foregoing shall not be circumvented by a series of short, temporary assignments to avoid promoting an employee. If an employee is assigned to perform higher grade duties of an established position on a temporary basis and does not meet the minimum qualifications requirements, the action may be

- processed as a non-competitive detail normally not to exceed 30 days. However, if there are qualified employees under the supervision of the first0line supervisor where the detail is to be performed, a non-competitive detail of an unqualified employee will not be used solely to avoid temporarily promoting a qualified employee.
- e. No employee shall be non-competitively promoted for more than 120 calendar days within any 12-month period.

SECTION 8. Details

- a. Definition. A detail is the temporary assignment of an employee to a different set of duties or position for a specified period, with the employee returning to his/her regular duties at the end of the detail.
- b. Basic Policies and Requirement
 1. When permitted: A detail may be made to meet emergency situations occasioned by abnormal workload, change in mission or organization, or in the event of unanticipated and anticipated absences. In addition, details may be appropriated in the following circumstances:
 - a. For training purposes.
 - b. Pending official assignment
 - c. Pending official description and classification of a new position.
 - d. Pending security clearance.
 - e. Pending official promotion action when an employee's current position is abolished and a new position of higher grade is established in lieu thereof as a result of increase in duties and responsibilities for which the employee is qualified, but lacks 60 or fewer days before meeting the time-in-grade requirement as established by the Office of Personnel Management regulations.
 2. Noncompetitive details will not be used to provide training or developmental assignments when it is known that such training will give the employee an advantage for advancement/promotion over another employee who has not been provided the same opportunity. Employees may be detailed to the same or lower grade for up to 1 year in increments of 120 days NTE 1 year.
 3. When it is known that a detail to a position with known promotion potential will last for more than 60 days, competitive selection procedures will be used.
 4. Details to a different set of duties or established position of equal grade will be rotated equitably among employee with the required skills within the organization to the extent feasible.
 5. The Employer agrees that records shall be kept by the responsible supervisor covering all unofficial details for five (5) consecutive days or more but less than thirty (30) days. If requested in writing, an employee will be given a written explanation of the duties and responsibilities of an unofficial detail and the expected duration if the unofficial detail is to

exceed one (1) pay period (2 weeks). Otherwise, such notification will be given verbally.

- c. Details in excess of thirty (30) calendar days will be recorded on a DA 4017 for inclusion in the employee's Official Personnel Folder.

SECTION 9. The filling of positions from any appropriate source shall be in accordance with this Article.

SECTION 10. Details and temporary promotions made under this Article are terminated when Management elects to fill the established position by promotion or reassignment on a permanent basis.

ARTICLE 35 – REDUCTION –IN-FORCE

SECTION 1. The Employer will notify the Local of the reasons and necessity for a reduction-in-force as far in advance as practicable. The Local will also be informed of the affected competitive level and the number of employees affected, when this information is available. The competitive area will consist of all Nonappropriated Fund Activities at Fort Gordon, Georgia, exclusive of Post Exchange Employees.

SECTION 2. All possible action will be taken to avoid or minimize the impact of a reduction-in-force prior to separating employees. Such action may include, but not necessarily limited to: restricting recruitment, meeting ceiling limitations through attrition, reassigning employees in surplus positions, filling vacancies by internal placement from affected personnel and terminating limited appointments. The Local recognizes that during a reduction-in-force, the Employer must adhere to manpower ceiling and funding guidance. An employee adversely affected by a reduction-in-force has a right to review all of the records pertaining to the action and to see a copy of the Army regulations pertaining to reduction-in-force. This includes a review of the retention register for their competitive level and those for other positions for which they believe they are qualified down to and including those in the same or equivalent grade as the position, if any, which constitutes the best offer or if separation is proposed in all positions equal to and below the grade of his current position.

SECTION 3. The name of any permanent status employee who is separated by reduction-in-force action will be placed on the reemployment list maintained by the NAF Personnel Branch. Regular Full-Time employees will be given reemployment preference for a period of one (1) year from the date of separation and regular part-time employees will be given reemployment preference for a period of one (1) year from the date of separation. Any such employee who notifies the Employer at the time of their separation that they will accept temporary employment will be considered for the same position on a temporary basis. Acceptance of a temporary position by an employee on the

Reemployment Priority List will not affect their status on the list or their eligibility for reemployment in a Regular position.

SECTION 4. Outgoing Orientation. Under final termination, the employee is instructed about the carry over of their insurance; their retirement (they can either receive a lump sum or leave it in) or if they are allowed severance pay, they should be instructed as to how much and when they should receive this severance pay. Further, the employee should be instructed to visit the Union for determination of possible entitlements.

SECTION 5. In the event of a RIF, the Employer will coordinate with the State Employment Service to determine whether any of the affected employees may be eligible for training at Government expense, and if so, will inform employees how to apply for training.

ARTICLE 36 – DISCIPLINARY ACTIONS

SECTION 1. The Employer and the Union agree that primary emphasis will be placed on preventing situations requiring disciplinary actions through continuing and effective employee-supervisor relationships; and that all parties will profit by encouraging effective communications between employees, the Union and the Employer.

SECTION 2. When matters which may lead to disciplinary actions are being discussed with an employee, the employee shall be entitled to Union representation, if requested. If the employee requests the presence of a Union representative, no further discussion of the matter will take place with the employee except in the presence of the representative. Upon request by the employee or his representative, all information pertinent to the discussion will be made available for review by the employee or his representative.

SECTION 3. Discipline will be imposed for just cause only and will be administered in a fair and equitable manner in accordance with applicable laws and regulations. The question of whether an oral or written reprimand, letter of warning, caution or admonition or a suspension or removal is appropriate action in an individual case may be resolved by use of the procedures set forth in the Grievance Procedures.

SECTION 4. Immediately prior to delivering a letter of proposal to officially reprimand or suspend the employee concerned will be asked if he or she desires a Union representative to be present at the time of the delivery. If an employee desires a representative, the letter will not be delivered until the representative arrives. However, should the employee be unable to obtain a representative within two (2) hours, the letter may be delivered without a representative present.

SECTION 5. In all disciplinary cases, the Employer will furnish the affected employee with an extra copy of each item of correspondence initiated by the Employer, which they may provide to their representative.

SECTION 6. The Employer agrees that new employees will be informed of the standards of conduct and the performance expected of them and to re-emphasize this information to all employees at least semi-annually.

SECTION 7. No record of a disciplinary action determined to be unfounded will be placed in the employee's Official Personnel Records.

ARTICLE 37 – NEGOTIATED GRIEVANCE AND ARBITRATION PROCEDURES

SECTION 1. The purpose of the Article is to provide a mutually acceptable procedure to resolve grievances filed by employees or by either party to this Agreement.

SECTION 2. a. A grievance under this procedure means any complaint (1) by an employee concerning any matter relating to the employment of the employee; (2) by an employee or the parties concerning (a) the affected or interpretation, or a claim of breach, of this Agreement (b) any claimed violation, misinterpretation, or misapplication of any law, or regulation affecting conditions of employment; This procedure does not apply to any grievance concerning (1) any claimed violation relating to prohibited political activities; (2) retirement, life insurance, or health insurance; (3) a suspension or removal for National Security Reasons (Section 7532); (4) any examination, certification or appointment; (5) the classification of any position which does not result in the reduction in grade or pay of an employee; (6) non-selection for competitive promotion, reassignment, or detail from a group of properly ranked and certified candidates; (7) suggestions, monetary or honorary awards unless a specific provision of this Agreement has been violated.

SECTION 3. This procedure is the exclusive procedure available to the parties and employees for resolving grievances defined in Section 2a of this Article. Except that, an employee affected by an adverse action as defined in AR 230-2 or an employee who files a discrimination complaint may, at his/her option, raise the matter under the Non-Appropriated Funds Administrative Appeal Procedures as set forth in Chapter 8 of AR 230-2, but not both. For the purpose of this section and pursuant to Section 7121(d) and (e) (1) of the CSRA, an employee shall be deemed to have exercised his/her option when the employee files a timely appeal in accordance with the provisions of Chapter 8 of AR 230-2 or files a timely grievance in writing in accordance with Section 10, Step 3 of this procedure.

SECTION 4. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisor's level. The Employer and the Union agrees that every effort will be made by the parties to settle grievances at the lowest possible level. Inasmuch as dissatisfaction and disagreements arise occasionally among people in a work setting, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his performance, or his loyalty or desirability to the organization. Employees, employee representative, and all other persons involved in the presentation of a grievance will be free from restraint, interference, coercion, discrimination, or reprisal.

SECTION 5. Any employee(s) may file a grievance under this procedure but only with representation by the Union or a representative approved in writing by the Union. If an employee(s) wishes to present a grievance without Union intervention, he/she may present the grievance to the Employer and have it adjusted provided the adjustment is not inconsistent with the terms of this Agreement and the Union is given the opportunity to be present during the grievance proceedings. The adjustments will not be implemented if the Union expresses disagreement with it in accordance with Section 12 of the Article and until the matter is resolved.

SECTION 6. An employee(s) will be allowed duty time for the presentation of his/her grievance during the grievance proceeding. The employee will also be allowed up to eight (8) hours duty time for preparation of the grievance, if otherwise in a pay and duty status. Any personal representative of the employee who is an employee at Fort Gordon under the jurisdiction of the Employer will be entitled to the same amount of duty time for preparation of the grievance as the employee.

SECTION 7. Time limits specified in this Article may be extended only by mutual agreement of the parties as attested to by a Memorandum for Record signed by both parties. Failure to the Employer to observe the time limits for any step shall entitle the employee/representative to advance the grievance to the next step. Failure of the employee/representative to observe the time limits for any step shall entitle the Employer to terminate the grievance.

SECTION 8. Grievances submitted at steps which require the grievance to be in writing will contain the following information:

- a. A statement of the complaint citing the specific section (s) and article(s) of this Agreement or the specific provision(s) of the law(s), rule(s), or regulations(s) which have been violated, misinterpreted, or misapplied, specifically how each cited section, article, law, rule or regulation is believed to have been violated, and
- b. A statement of the specific remedial action sought. For purposes of this Article remedial action is defined as a specific remedy directly

benefiting the aggrieved party(ies) and does not include a request for disciplinary or other action affecting another person.

- c. The name and phone number of the employee's representative.
- d. At each successive step of the grievance procedures, to include arbitration, the written grievance will specify which issue(s) remain unresolved and any change in remedial action.
- e. Once a grievance is filed in writing, no additional violations of any section(s) and article(s) of this Agreement or the specific provision(s) of the law(s), rule(s), or regulation(s) or remedial action not stated in the original written grievance will be considered as part of that grievance. This does not preclude the grieving party from correcting typing mistakes or inadvertent omission in the written grievance provided such corrections are made prior to the end of the Step 3 meeting.

SECTION 9. Questions of Grievability or Arbitrability. In the event either party declares a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. The party making such a declaration may serve it in writing upon the other party at any time, but not later than the written answer provided for the Section 10, Step 3 or Section 11 of this Article.

SECTION 10. Employee Initiated Grievances.

STEP 1. a. The grievance will be presented either orally or in writing by the employee(s) and/or shop steward to employee's immediate supervisor. If the grievance is presented orally, the employee/shop steward must inform the supervisor that Step 1 of the grievance procedure is being invoked. At this step, the employee/shop steward will be as specific as possible about the nature.

b. The grievance must be presented to the employee's immediate supervisor within fifteen (15) workdays of the following:

- (1) occurrence of the matter causing the grievance;
- (2) first becoming aware of the circumstances causing the grievance.

c. If the grievance involves the immediate supervisor, or the immediate supervisor does not have the authority to resolve the grievance, the first step may, if the employee desires, be held with the next higher level supervisor except when the next higher level supervisor is the Commander, or Deputy Commander, United States Army Signal Center and Fort Gordon, the Commander, Dwight David Eisenhower Army Medical Center.

d. The supervisor will meet and discuss the grievance with the employee/shop steward within five (5) workdays of its submission. The supervisor will give the employee/shop steward an oral decision within five (5) workdays after conclusion of the meeting(s).

e. Grievances involving written reprimands or suspensions will be submitted within fifteen (15) workdays in writing in accordance with Step 2 below.

- f. Grievances involving removal or reduction in grade based on unacceptable performance, adverse actions, or discrimination complaints will be submitted within fifteen (15) workdays in writing directly to the appropriate Commander in accordance with Step 3 below.

STEP 2. a. If the employee is not satisfied with the decision at Step 1, he may submit his grievance in writing to his immediate supervisor. The written grievance will be signed by the employee and submitted within ten (10) workdays of the employee's receipt of the Step 1 decision. b. The supervisor will arrange for the employee and representatives (not to exceed two (2)) to present the grievance within ten (10) workdays to the appropriate management official below the Commander who has the authority to make or officially recommend a decision. The supervisor will give the employee or representative notice of when and where the meeting will be held. c. The management official and other personnel (not to exceed two (2)) who he/she deems pertinent will be present during the presentation of the grievance. d. The management official's written decision will be provided to the employee and representative within seven (7) workdays of the meeting(s).

STEP 3. a. If the employee is not satisfied with the Step 2 decision he/she may submit the grievance in writing within ten (10) workdays after receiving the Step 2 decision. The grievance will be addressed to the appropriate Commander, Attn: Civilian Personnel Office, NAF Branch. b. The appropriate Commander, or designated representative, with such personnel as he desires, will meet the employee and not more than three (3) Union officials in a duty status within ten (10) workdays of receipt of the grievance. c. The appropriate Commander, or designated representative will issue a written decision to the employee and representative within fifteen (15) workdays of the meeting. d. If the employee and/or the Union are not satisfied with the Commander's decision, the Local may refer the matter to arbitration in accordance with Section 13.

SECTION 11. Management will tape-record the step two (2) and three (3) meetings. The Step 2 recording will be kept until the Step 3 meeting is held. The Step 3 recording will be kept until the grievance is resolved. The Union may borrow the tape-recording(s).

SECTION 12. Grievances arising directly between the Union and the Employer will be processed as follows: a. The grieving party will submit its grievance in writing to the other party within ten (10) workdays after the specific act or incident causing the grievance, or first becoming aware of circumstances causing the grievance. b. The parties will meet within ten (10) workdays after receipt of the grievance to discuss the matter(s) involved in the grievance. The parties may not consist of more than three (3) members. The party against whom the grievance is filed will be given a written decision to the aggrieved party within ten (10) workdays of the conclusion of the meeting(s) on the grievance. c. Within twenty

(20) workdays of the receipt of the written decision, the aggrieved party may refer the matter to arbitration, in accordance with Section 12.

SECTION 13. Arbitration

a. In the event the Employer and the Local fail to satisfactorily settle any grievance under the procedure set forth in this Article, then such grievance, upon written notice by the party desiring arbitration to the other party, shall be referred to arbitration. Such written notice must be submitted not later than twenty (20) workdays following the receipt of the final decision from the party having authority to make the decision and must be in the following format:

- (1) In writing and addressed to the appropriate commander: ATTN: Civilian Personnel Office, NAF Branch, or to the President, Local 2017, American Federation of Government Employees, as appropriate;
- (2) Specify the issue, the reason(s) for the request and the Article(s) and Section (s) which are at issue and specifically how they are alleged to have been violated;
- (3) Specify the remedy sought.

Arbitration may be invoked only by the Employer or the Local.

- b. Within five (5) workdays after the written notice provided for above, if a mutually agreeable arbitrator is not selected, the parties shall request the Federal Mediation and Conciliation Service to provide a list of five (5) impartial persons qualified to act as arbitrators. The parties shall meet within five (5) working days after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of five (5) and will then repeat this procedure. The remaining person shall be the duly selected arbitrator.
- c. If for any reason either party refuses to participate in the selection of an arbitrator, or fails to act without good cause in accordance with Section 13.b. of this Article, the Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case.
- d. If the parties fail to agree on a joint submission of the issues(s) for arbitration, each may submit a separate submission to the arbitrator and the arbitrator shall determine the issue to be heard.
- e. The arbitrator shall not have the authority to add to, delete from, change, alter, amend, or modify this Agreement, published policies or regulations.
- f. The fees and expenses of the arbitrator shall be borne equally by the Employer, and the Local. Arbitration hearings shall be held, if possible, on the Employer's premises, between 0730 and 1530 hours of the basic workweek of Monday through Friday, excluding holidays.
- g. Either party may request a transcript. The party requesting a transcript will bear the full cost and retain control of the transcript. If the other party subsequently requests a copy, it will pay ½ of the total cost. Either party, at its election, can tape-record arbitration hearings.

- h. When the issue of grievability and/or arbitrability is raised it is in the best interest of both parties for the arbitrator to hear issues of grievability and/or arbitrability as well as the issue(s) of the grievance in the same hearing. Therefore, the arbitrator shall be requested to hear arguments regarding all issues in the same hearing. However, the parties may mutually agree otherwise in instances such as highly complex cases which would involve several days of hearings.
- i. The arbitrator will be requested to render his decision as quickly as possible, but in any event not later than thirty (30) days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.
- j. The arbitrator's award shall be binding on the parties. The Union may file exceptions to an arbitrator's award with the Federal Labor Relations Authority under its regulations or as appropriate with judicial authority. The Employer may request through the procedures established by applicable regulations that an exception to an arbitrator's award be filled.
- k. Representation for the parties at any arbitration hearing shall normally not exceed two (2) persons. If either party elects to have a third representative present at the hearing, it shall give prior notice to the other party which may then have a third person present.

SECTION 14. At any step of these proceedings, both parties shall have the right to call a reasonable number of relevant witnesses. Employees' attendance at grievance proceedings will be scheduled to minimize the employee's absence from his/her work section. Participants assigned to the installation who are employees of the Employer shall be allowed official time while serving as a witness.

SECTION 15. Workdays as used in this Article are Monday through Friday, excluding holidays which occur on one or more of these workdays.

SECTION 16. A grievance file will be maintained for each case that goes beyond the second step. The file will contain all relevant information and will be maintained by the Employer in accordance with its regulations.

SECTION 17. In the case of identical grievance involving a group of employees, one employee's grievance may be selected by the Union for processing, and that all decisions for that one grievance will be binding on the other grievant. The Union shall notify the Employer in writing of the employee's grievance selected for processing and the other grievant involved. Likewise, where there are similar, but not identical grievances, the grievances may be consolidated into one hearing, in which case the party rendering the decision will issue a decision on each grievance.

SECTION 18. At each step of this procedure, the Employer shall produce a relevant record(s) for the purpose of substantiating the contentions or claims of

the parties insofar as permissible without violating governing laws or regulations. The Employer may require that the request for relevant record(s) be in writing.

SECTION 19. During the life of this contract, the parties will alternate the first strike from the list of arbitrators provided by FMCS for all arbitration cases for which the parties cannot mutually agree on an arbitrator. The Employer shall have the first strike from the first list.

ARTICLE 38 – CONTRACTING AND ASSIGNMENT OF MILITARY PERSONNEL

SECTION 1. The Employer agrees to give the Local advance notice, a minimum of 30 calendar days, of its intention to solicit bids for contract work which could result in a reduction-in-force or demotion of any member of the unit; such advance notice providing explanation of the reasons for making this change. During this 30-day calendar period, the Local will be afforded an opportunity to file any objection to such proposed action with the Employer. The Employer will consider the objection, meet with the Local if so requested, and furnish the Local a written decision concerning the proposed action.

SECTION 2. No action will be taken in assigning military personnel that will have adverse effect to civilian personnel without prior notice to the Union. Any use of military personnel in lieu of civilian employees will be accomplished consistent with Army Regulation (AR) 570-4.

SECTION 3. The Employer will give the Local 30 calendar days advance notice of its intention to use military personnel which could result in a reduction-in-force or demotion for any employee. Such advance notice will provide a full explanation of the reasons for making this change and will afford the Local an opportunity to file comments within ten (10) workdays. The Employer will consider the comments of the Local and will furnish the Local with a written decision.

SECTION 4. It is understood the Federal policy does not condone personal service contracts which establish an Employer-Employee relationship. The Employer and Local agree to abide by all applicable laws, rules and regulations of higher authority with respect to any contract activity or the use of military personnel. The Employer further agrees to utilize service type contracts in accordance with applicable policies and regulations or higher authority.

ARTICLE 39 – CONSULTATION AND NEGOTIATION

SECTION 1. Consultation within the context of this Article means that the Employer will notify the Local of proposed changes and provide a reasonable opportunity for the Local to comment on said proposed changes. Said comments of the Local will be carefully considered by the Employer.

SECTION 2. This Agreement does not alter the responsibility of either party to meet with the other to advise, discuss, consult, confer, and negotiate to conscientiously seek a mutually satisfactory solution to matters not covered by this Agreement, nor does it preclude the parties from negotiating agreements providing appropriate arrangements for employees adversely affected by the impact of realignment of work or technological change.

SECTION 3. When issuing or changing regulations or policies and before making changes or prior benefits, practices, and understandings applicable to the bargaining unit which have been mutually acceptable to the Employer and the Union but which are not specifically covered by this Agreement, the Employer shall give due regard to its obligation to meet and confer as set forth in this Article.

- a. If the Employer proposes a change in a matter covered in this Section the Union shall be informed of the nature and purposes of the proposed change, and will be provided the opportunity to present its views and suggestions to Management either orally or in writing. The Employer shall consider the Union's suggestion in formulating, developing, and implementing such changes.
- b. If, after being informed by the Employer of a proposed change referenced above, the Union believes it appropriate and desirable to negotiate on the issue, it will within five (5) workdays after being informed by the Employer submit a written request to the Employer to open negotiations on the proposed changes. The parties shall meet to exchange proposals and commence negotiations on the specific issues within fifteen (15) working days of the Employer's receipt of the Union's request. Failure by the Union to submit a timely request shall constitute a waiver by the Union to negotiate on such changes. The parties, however, may mutually agree to extend any time limits.
- c. Any dispute which may arise over the negotiability of an issue or impasses during negotiations shall be resolved in accordance with the applicable laws and regulations.
- d. Consult as used herein is defined as the mutual exchange of views, either oral or written, between the Employer and the Union which result in a decision by Management. Consultation is not intended to be synonymous with the words "confer" or "negotiate". Negotiate is the discussion and exchange of views and opinions between management representative and Union representatives leading to an agreement governing personnel policies, practices and matters affecting working conditions and other relationships with the Unit.

ARTICLE 40 – EFFECTIVE DATE, DURATION, CHANGES

SECTION 1. This Agreement shall become effective 45 days from the date approved by the parties, subject to review by higher authority in accordance with Civil Service Reform Act, and shall remain in full force and effect for two (2) years thereafter. If neither party desires to renegotiate, modify, or terminate the Agreement, it shall be automatically renewed for one (1) additional year. Either party may give written notice not more than one hundred and five (105) calendar days nor less than sixty (60) calendar days immediately preceding the expiration date of the Agreement of its desire to terminate, modify, or renegotiate the Agreement. In such case, unless terminated, this Agreement shall be extended during the periods of negotiations. Negotiations under this section shall begin not later than thirty (30) days after receipt of written request to terminate the Agreement or to renegotiate the Agreement, provided the Local is still entitled to exclusive recognition provided further, that this Agreement shall terminate at any time it is determined in accordance with Title VII the Local is no longer entitled to exclusive recognition. Termination of PL 95-454 the Agreement will not in and of itself terminate the recognition granted the Local under Article 1.

SECTION 2. This Agreement, except for its duration period as specified in Section 1 of this Article, is subject to opening only as follows:

- a. It may be opened for amendment(s) by the mutual consent of both parties at any time. Requests for such amendment(s) by either party must be written and must include a summary of the amendment(s) proposed. The parties shall meet within fourteen (14) calendar days after receipt of such notice to discuss the matter(s) involved in such request(s). If the parties agree that opening is warranted on any such matter(s), they shall proceed to negotiate on amendments to same. No amendments shall be considered except those bearing directly on the subject matter(s) agreed to by the parties. Such amendment(s) as agreed to will be duly executed by the parties.
- b. It shall be opened for amendment upon the written request of either party made within thirty (30) calendar days after receipt by such party of any order, instruction, or regulation of the Civil Service Commission, Department of Defense, Department of the Army or higher authority which negates a provision of this Agreement. Request for such amendment(s) must include a summary of the amendment(s) proposed and made reference to the appropriate order, regulation, or instruction upon which each such amendment request is based. The parties shall meet within fourteen (14) calendar days after receipt of such request to open negotiations on such matters. No changes shall be considered except those bearing directly on and falling within the scope of such order, regulation, or instruction. Such amendment(s) as agreed to will be duly executed by the parties.
- c. Amendment(s) to this Agreement will be effective upon approval in the same manner as the basic Agreement.