

**Agreement Between  
White Sands Missile Range**

**And**

**National Federation of Federal  
Employees Local 2049**

**for**

**Non-Appropriated Fund Employees**

**Effective date:**

**14 January 1998**

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Appendix A

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## **Article 1**

### **Preamble**

In accordance with the policy set forth by the Civil Service Reform Act of 1978 and Executive Order 12871 as amended, regarding Federal Labor-Management Relations, the following articles of this basic agreement, together with all supplemental agreements and amendments which may be agreed to at later dates, constitute an agreement by and between the U.S. Army White Sands Missile Range, hereinafter referred to as the Employer, and the National Federation of Federal Employees, Local 2049, hereinafter referred to as the Union. Collectively, the Employer and the Union shall be known as the "Parties".

### **Witnesseth**

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

WHEREAS, the public interest requires high standards of employee performance together with the continual development and implementation of modern and progressive work practices to improve employee performance and efficiency, the Union, as the representative of the employees, agrees to support the Employer in these efforts and promote the development of good will and eliminate waste in all forms; and

WHEREAS, the well being of the employees and efficient administration of the government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment; and

WHEREAS, the Employer also agrees that supervisors at all levels are to provide positive leadership and set a good example for all bargaining unit employees; and

WHEREAS, the participation of employees should be improved through the maintenance of constructive and cooperative relationships between labor organizations and management officials; and

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

NOW THEREFORE, the parties hereto agree as follows:

## **Article 2**

### **Purpose**

The parties having as their intended purpose to promote and improve the well being of employees and the efficiency and effectiveness of government administration in areas of personnel policies and practices affecting working conditions in the federal service agree to the establishment of orderly procedures as herein provided, for meeting, conferring or negotiating on matters which are permitted by applicable laws and regulations. The Union, in fulfilling its obligations, will represent all the employees in the unit without discrimination because of race, color, religion, sex, age, national origin, or handicapping condition, and without regard to membership in the Union. It is recognized by both parties that in order to bring about the stated purpose of this agreement and preserve the public trust in carrying out the mission of White Sands Missile Range, a cooperative and constructive relationship must exist between the Union and the Employer.

## **Article 3**

### **Recognition and Unit Designation**

**Section 1.** The Employer recognizes Local 2049 of the National Federation of Federal Employees as the Union and the exclusive representative of all employees in the unit described in Section 2 of this Article.

**Section 2.** The unit to which this agreement is applicable is all nonsupervisory Department of Army Non-Appropriated Fund (NAF) employees of the White Sands Missile Range in New Mexico, excluding all professional employees; management officials; supervisors, and employees described in 5 U.S.C. 7112(b), (2), (3), (4), (6), and (7).

## Article 4

### Definitions

**Section 1.** The following definitions of terms used in this agreement shall apply:

- a. **Amendments.** Modifications of the basic agreement which add to, delete, or change sections or articles of the agreement.
- b. **Authority.** The Federal Labor Relations Authority (FLRA) established by the Civil Service Reform Act of 1978.
- c. **Emergency Situation.** A sudden, immediate, and unforeseeable work requirement, involving preservation of health, welfare, and safety of personnel or protection of government property resulting from natural phenomena, civil disturbances, or other circumstances beyond the Employer's reasonable control or ability to anticipate. The parties recognize that this definition does not limit the Employer's right under 5 U.S.C. 7106(a)(2)(D) to take whatever actions may be necessary to carry out the agency mission during emergencies.
- d. **Grievance.** "Grievance" means any complaint:
  - (1) By an employee concerning any matter relating to the employment of the employee;
  - (2) By any labor organization concerning any matter relating to the employment of any employee; or
  - (3) By an employee, labor organization, or agency concerning
    - (a) the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or
    - (b) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- e. **Impasse.** The inability of representatives of the Employer and the Union to arrive at a mutually agreeable decision concerning negotiable matters through the negotiation process.
- f. **Negotiability Dispute.** A disagreement between the parties as to the negotiability of an item, which must be resolved in accordance with the rules and regulations of the Federal Labor Relations Authority.

- g. Negotiation. Bargaining by representatives of the Employer and the Union on appropriate issues relating to personnel policies, practices, and matters affecting working conditions, with the purpose of arriving at a formal agreement.
- h. Supplements. Additional articles negotiated during the term of the basic agreement concerning matters not previously covered by the basic agreement.
- i. Union-Management Meetings. Meetings which are held for communication and exchange of views with the intent of agreeing on matters of mutual interest.
- j. Union Official/Union Representative. An accredited National Representative of the Union or the duly elected or appointed officials of Local 2049, including designated stewards.

## Article 5

### Provisions of Laws and Regulations

**Section 1.** The Employer and the Union agree that in the administration of all matters covered by this agreement, the parties and employees are governed by:

- a. Existing or future laws;
- b. Existing government-wide rules or regulations;
- c. Department of Defense and Department of Army rules and regulations in existence at the time this agreement is approved; and
- d. Subsequently issued rules or regulations which do not conflict with the terms of this agreement.

This does not preclude the parties from negotiating on negotiable matters using the procedures outlined in Article 10 of this Agreement.

## Article 6

### Management Rights

**Section 1. Rights Retained.** The Employer retains the right to determine the mission, budget, organization, number of employees, and internal security practices of the agency ; and in accordance with applicable laws:

- a. To hire, assign, direct, lay off, and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against employees;
- b. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which the Employer's operations shall be conducted;
- c. With respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or from any other appropriate source; and
- d. To take whatever actions may be necessary to carry out the Agency mission in situations of emergency.

**Section 2. Future Agreements.** The requirements of this Article shall apply to all supplemental, implementing, subsidiary, or informal agreements between the Employer and the Union.

**Section 3.** The right to bargain over the impact of any decision involving a retained right, and the right to negotiate procedures implementing such decisions, shall not be abridged by anything in this Article.

**Section 4.** Nothing in this section shall preclude the Employer and the Union from negotiating:

- 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 5.** Wherever language in the agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Employer retains the sole discretion to assign work and to determine who will perform the function discussed.

**Section 6.** Pursuant to Executive Order 12871, the Employer, upon request, will negotiate over the subjects set forth in 5 U.S.C. 7106(b)(1).

## Article 7

### Employee Rights

**Section 1.** Each employee in the bargaining unit covered by this agreement shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right.

**Section 2.** Nothing in this agreement prevents a bargaining unit employee, regardless of Union membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations, or established agency policies, or from being represented by an attorney or other representative, other than the Union, of the employee's own choosing in any grievance or statutory appeal action, except those filed under the negotiated grievance procedure.

**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.

**Section 4.** The Employer shall not discipline or otherwise discriminate against any employee because he or she has filed a complaint or given testimony under the Act, the negotiated grievance procedure, or any other established procedure for redress of employee dissatisfaction.

**Section 5.** The Employer shall take such action consistent with law and regulation as may be required in order to inform employees of their rights and obligations, as prescribed in the Civil Service Reform Act of 1978 and this Article.

**Section 6. ACCOUNTABILITY:** An employee is accountable for the performance of official duties and compliance with standards of conduct for federal employees. Within this context, the Employer affirms the right of an employee to conduct his or her private life as he or she deems fit. Employees shall have the right to engage in outside activities of their own choosing without being required to report to the Employer on such activities, except as required by law or regulation of higher authority. The Employer will not coerce or in any manner require employees to invest their money, donate to charity, or participate in activities not related to the performance of their official duties or not related to their federal employment.

**Section 7. NONDISCRIMINATION:** No employee will be unlawfully discriminated against by either the Employer or the Union because of race, color, religion, sex, national origin, age, marital status, handicapping condition, or lawful political affiliation.

## Article 8

### Union Rights and Representation

**Section 1.** As the exclusive representative of employees in the bargaining unit covered by this agreement, the Union is entitled to act for and negotiate agreements covering all employees in the unit.

**Section 2.** The Employer agrees to negotiate with the Union on all negotiable matters required by law affecting the employees or their conditions of employment or, as applicable, on the implementation of any new policy or changes in policy affecting the employees or their conditions of employment.

**Section 3.** The Union shall be given the opportunity to be represented at formal discussions between one or more representatives of the Employer and one or more bargaining unit employees, or their representatives, concerning grievances, personnel policies and practices or other general conditions of employment. The Union shall be notified in advance of such formal meetings by management, and of its right to be represented.

**Section 4.** The Union shall be given the opportunity to be represented at any examination of a bargaining unit employee by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against him/her, and the employee requests representation.

#### **Section 5.**

- a. The Employer shall recognize the duly elected Local officers and official representatives designated by the Union, including stewards. The Union will supply the Employer, in writing, and will maintain on a current basis, a list of the Union officers and officials, including the stewards' areas of representation. The Union may post the list of Local officers and officials and/or area stewards on official bulletin boards in space which has been authorized for the Union's use. The Employer shall recognize as stewards only employees who work in the bargaining unit covered by this agreement, and who are officially designated in writing by the Union. This does not preclude the Union from electing as their officers members from outside the bargaining unit.
- b. The number of stewards authorized shall be the number reasonably required in order to insure that each bargaining unit employee shall have access to a steward on his/her work shift.
- c. The stewards will represent the employees of their designated area(s) in dealings with supervisors about the applications of personnel practices and policies, and

other matters affecting working conditions in the designated area(s). Officers, the Chief Steward, the Grievance Committee Chairperson, or stewards as assigned are authorized to represent individuals in any part of the bargaining unit. Normally the designated steward in the area where the need for a representative arises will perform the representation duties required. When there is no steward available or another steward's services are deemed needed by the Union, the Union may assign a different steward. Upon request from either party, stewards and supervisors shall discuss informally items of concern in the application of this agreement to avoid misunderstanding and to deter complaints from either party. An employee may request a steward from another section in representation in accordance with the Local's policy.

- d. The Employer will recognize representatives of the Union's National Office. The Union or the national representative shall provide advance notice to the Employer of visits to be made by representatives of the National Office, or will call upon arrival when such advance notice is not practicable.

**Section 6.** Union officers and stewards, if otherwise in an active duty status, will be allowed a reasonable amount of official time away from their assigned duties without loss of pay to receive, investigate, prepare, and present employee grievances, appeals, or complaints, or to discuss with appropriate officials of the Employer other matters related to personnel policies, practices, and working conditions affecting bargaining unit employees. Representation shall occur at the lowest level at which a matter can be resolved, and the initial attempt at resolution normally should occur between the Union steward and the first level supervisor. If either party believes resolution of a matter of concern is outside its jurisdiction, the matter shall be referred to those officials of the Employer or the Union who have the authority to act upon the problem.

The Union agrees that it will guard against the use of excessive time whenever such representational duties are being performed during the regular duty hours. Reasonable time for receiving, investigating, preparing, and presenting a complaint, grievance, or appeal must necessarily depend on the facts and circumstances of each--e.g., number and nature of allegations, number and complexity of supporting specifics, the volume of supporting evidence, availability of documents and witnesses and similar considerations. A reasonable amount of official time for representational purposes will be granted for use within the confines of the activity. A Union representative required to travel off-post for representational purposes will be granted a reasonable amount of official time for this purpose. Reasonable official time not to exceed 24 hours per year will be permitted Union officials for preparation of information reports required under 5 U.S.C. 7120(c). The Union Treasurer will be authorized up to four (4) hours per month official time for maintenance of financial records directly required for the above reports. The Union recognizes that such official time is not authorized for internal union business.

**Section 7.** Union officers and stewards, when they desire to leave their worksite to perform representational duties, shall first obtain permission from their immediate supervisor, or in the absence of the immediate supervisor, the next higher level of

supervision. Such permission will normally be granted unless compelling circumstances preclude leaving at that particular time. If permission is denied, the supervisor will inform the Union representative of the reason for the denial and of the earliest possible time when the Union representative can leave his/her worksite. If the Union representative must meet with supervisors, management officials, or employees in another shop or worksite, he/she will insure that these individuals are available to meet before leaving his/her work area. Upon entering a shop or work area other than his/her own to meet with an employee, the Union representative shall contact the employee's supervisor. Union representatives will report to their immediate supervisors upon return to their assigned work areas.

### **Section 8.**

- a. Any bargaining unit employee serving as a Union negotiator in collective bargaining sessions with the Employer shall be authorized official time for such purposes, including attendance at impasse proceedings, during the time the bargaining unit employee otherwise would be in a duty status. The number of bargaining unit employees for whom official time is authorized for negotiations shall not exceed the number of individuals designated as representing the Employer for such purposes.
- b. The Employer further agrees that each bargaining unit employee designated in writing by the Union to serve on the Union negotiating team shall be granted official duty time for preparation for negotiations in the following amounts:
  - (1) Twenty-four (24) hours of official duty time to prepare for renegotiation of this agreement;
  - (2) Twelve (12) hours of official duty time for the duration of this agreement to prepare for mid-term bargaining required to amend or supplement this agreement;
  - (3) Four (4) hours of official duty time for each instance of preparation for impact and implementation bargaining necessitated by the Employer's proposed changes to its local regulations concerning personnel policies, practices, and working conditions affecting bargaining unit employees. In unusual circumstances, such as a proposed major reorganization, additional preparation time up to 16 hours will be granted.

**Section 9.** When the Employer calls a meeting with Union representatives or arranges such a meeting at the request of the Union to discuss matters of mutual interest, the Union representatives will be granted official duty time for such meetings, provided they are otherwise in an active duty status. If a particular Union representative designated to attend the meeting is not otherwise in a duty status, the parties will attempt to reschedule the meeting. Upon the request of the Union representative, the Employer will consider changing the tour of duty of the Union representative to accommodate his/her attendance at the meeting.

**Section 10.** All official time used by Union officers and stewards in performing authorized representational duties under this Article will be recorded on an official time form (Appendix A). Union representatives and supervisors will be responsible for promptly and accurately completing their respective portions of the form.

**Section 11.** In the interest of efficient conduct of government business and the economical use of government time, and in order to draw a reasonable distinction between representational and non-representational duties, those activities concerned with the internal management of the Union, or solicitations of membership, collection of dues, campaigning for Union officers, conduct of elections for Union officers and distribution of literature will be conducted outside regular working hours. Upon advance written request and subject to normal security restrictions, the Union shall be granted permission to conduct membership drives of up to 30 days duration each year during the non-work time of the employees involved, provided there is no interference with the work of the Employer. Such membership drives shall not exceed two (2) per calendar year.

**Section 12.** There shall be no restraint, coercion, or discrimination against any Union official because of the performance of duties in consonance with this agreement and the Civil Service Reform Act.

**Section 13.** Bargaining unit members who desire to attend the monthly union membership meeting may request in advance from their supervisors a change of tour of duty for that day. Such a change of tour of duty will require the bargaining unit employee to make up the duty time missed on that same day. Subject to mission requirements, the Employer agrees to normally grant such requests for a tour of duty change.

## Article 9

### Union-Employer Meetings

**Section 1.** The parties agree that meetings between representatives of the Employer and the Union shall be held as necessary for the purpose of exchanging information of mutual interest; attempting to resolve problems concerning the working environment of bargaining unit employees; administering this agreement; and conferring on personnel policies, practices or other matters affecting the working conditions of bargaining unit employees. Union-management meetings shall in no way nullify or abrogate the right of the Union to negotiate on all negotiable matters. Such meetings shall be conducted in an atmosphere that will foster mutual respect. In the interest of efficient use of personnel resources, the parties agree that the number of Union representatives in attendance at such meetings shall be no less than two (2) nor more than four (4) to effectively transact the business of the meeting.

**Section 2.** Joint Union-Employer meetings shall be held at mutually agreeable times upon request by either party. Either party desiring to meet with the other shall give advance notice to the other party. Specific item(s) for discussion normally will be provided in advance of the meeting by either party, although items not submitted may be discussed if it is mutually agreed to do so. New or changed policy proposals which cannot be readily agreed to at a Union- Employer meeting may be submitted for negotiation in accordance with negotiation procedures established in this agreement. Union-Employer meetings will be conducted during regular duty hours, with Union officials in attendance authorized official time without charge to leave or loss of pay if they are otherwise in an active duty status. Emergency meetings will be arranged at the convenience of both parties involved as soon as possible after a request by either party is received, and such request shall indicate the subject matter for discussion.

## Article 10

### Negotiations

**Section 1.** Both parties to this agreement have the responsibility of conducting negotiations and other dealings in good faith, and in such manner as will further the public interest. The procedures established in this Article shall be used by the parties when negotiating on all negotiable matters required by law affecting the employees or their conditions of employment, or as applicable, on the implementation of any new policy or change in policy affecting the employees or their conditions of employment. These procedures also apply to the negotiation of supplements and amendments to the basic agreement between the parties. The Employer agrees to provide the Union with advance written notice of and an opportunity to negotiate on these negotiable matters. Management recognizes the Union's right to submit changes or additional counterproposals at the bargaining table.

**Section 2.** Upon being notified by the Employer of a proposed new policy or practice, or a proposed change to existing policy or practice, the Union shall have five (5) workdays in which to review the Employer's proposal and advise the Employer of its intentions. If the proposal is acceptable as presented by the Employer, the Union shall notify the Employer of this fact. If the Union has questions regarding the proposal, or desires clarification, the Union shall make a request to the NAF Personnel Office to meet with the proposal's proponent in order to discuss and clarify the proposal. The Union will indicate the specific area(s) requiring clarification or discussion, and the Employer will arrange a meeting with the proponent at a mutually agreed upon time. If, after discussion with the proponent, the proposal is acceptable to the Union, the Union shall notify the Employer of this fact. If the proposal is unacceptable after discussion with the proponent, the Union shall submit a written request to negotiate the proposal to the NAF Personnel Office within five (5) workdays after the discussion. If there are no questions, and the proposal is not acceptable, the Union shall submit a written request to negotiate the proposal to the NAF Personnel Office within five (5) workdays after being advised of the proposal. To facilitate the negotiating process, all requests for negotiations shall be accompanied by a copy of the specific counterproposal desired by the Union. Non-response by the Union within the established time frames will be interpreted as acceptance by the Union, and the Employer may implement the proposal without further notice. Negotiations requested by the Union regarding a proposed new policy or practice or a proposed change to existing policy or practice, which would affect the working conditions of bargaining unit employees shall be conducted in accordance with the provisions set forth in Sections 3, 4, and 5 of this Article.

**Section 3.** The following procedures will be used when negotiating amendments or supplements to this agreement. Negotiation sessions may be requested in writing by either party. Such requests shall state the specific subject matter to be considered at such sessions, and shall contain written proposals for consideration by the other party.

- a. The negotiating teams of each party shall consist of no more than five (5) members.

- b. The chief spokesperson for each party will speak for their respective teams, but may at their discretion allow their other team members to participate in any discussion. A chief spokesperson shall be designated in writing by each party.
- c. Names of the members on each negotiating team will be exchanged formally by the parties in writing no later than three (3) calendar days prior to the beginning of negotiations. Any changes regarding team membership will be submitted to the other party no later than one (1) day prior to the next negotiation session.
- d. Negotiations will begin on a mutually agreed date no later than 30 days from receipt of proposals. The Employer will furnish a room suitable for negotiations, and to the extent possible, room(s) that will allow both parties to caucus.
- e. Union negotiators who are members of the bargaining unit for which negotiations are being conducted will be authorized official time for the negotiation sessions, during the time the Union negotiator otherwise would be in a duty status.
- f. Upon reaching agreement on any supplement or amendment to the contract, the chief spokespersons shall signify agreement by initialing the agreed upon item. Upon reaching agreement on all supplements or amendments, the agreement shall be signed by the members of both negotiating committees, ratified by the Union members in a manner prescribed by the Union and, upon ratification, signed by the Union President and the Employer. It is recognized by the parties that all supplements or amendments to this agreement are subject to review for legal and regulatory compliance by the Defense Civilian Personnel Management Service. Any supplements or amendments will remain effective concurrent to the basic agreement.
- g. Upon reaching agreement on a proposed new policy or practice, or a proposed change to existing policy or practice affecting the conditions of employment of bargaining unit employees, the spokespersons for the Employer and the Union shall sign the agreement reached, with a copy of the agreement provided to both parties.

**Section 4.** When the parties to the agreement cannot agree on a negotiable matter and an impasse has been reached, either or both parties may seek the services of the Federal Mediation and Conciliation Service. When the services of mediation do not resolve the impasse, either party may seek the services of the Federal Service Impasses Panel.

**Section 5.** If an issue develops over the negotiability of any item under discussion by the parties, the issue will be resolved in accordance with applicable provisions of Title VII of the CSRA and the rules and regulations of the Federal Labor Relations Authority.

**Section 6.** The Employer agrees to negotiate with the Union on all negotiable matters

required by law affecting the employees or their conditions of employment or, as applicable, on the implementation of any new policy or changes in policy affecting the employees or their conditions of employment.

## Article 11

### Grievance Procedures

**Section 1.** This negotiated grievance procedure shall apply to matters of concern or dissatisfaction regarding the interpretation, application, or violations of law, regulations, or this agreement; conditions of employment, including prohibited personnel practice charges; and disciplinary and adverse actions. It shall apply to all matters indicated above, whether or not set forth in this agreement.

**Section 2.** The Union and the Employer recognize the importance of settling disagreements and disputes in a prompt, fair, and orderly manner which will maintain the self-respect of the parties involved and be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest possible level of supervision.

**Section 3.** Excluded from coverage of this procedure are all issues which involve:

- a. Prohibited political activities.
- b. Retirement, life insurance, or health insurance.
- c. A suspension or removal under Section 7532 of Title 5, United States Code (National Security).
- d. Any examination, certification, or appointment.
- e. The classification of any position which does not result in the reduction in grade or pay of an employee.
- f. The non-adoption of a suggestion or disapproval of a performance award, or other kind of honorary or discretionary award, except where this is alleged to be based on reprisal.
- g. Termination of a temporary promotion and return of the employee who was temporarily promoted to the position from which temporarily promoted.
- h. Non-selection for promotion from a group of properly ranked and certified candidates, except where personnel practices prohibited by law are alleged.
- i. A preliminary warning or notice of an action which, if effected, would then be eligible for consideration as a grievance.
- j. Separation of employees during probationary or trial periods.

- k. Allegations of mismanagement when no form of personal relief to the employee is appropriate.
- l. Allegations of discrimination involving Equal Employment Opportunity (EEO) matters.
- m. Matters accepted by the Inspector General or Auditor General for review.
- n. Personnel actions voluntarily requested by the employee.
- o. Separation for disqualification as stated in AR 215-3.
- p. Separation from flexible appointment unless the separation is for business based reasons, and the employee has been on the rolls of the NAFI for three (3) continuous years. (See Article 33, section 5).
- q. Management decisions regarding budget, workload, organization, and mission which result in BBA.

**Section 4.** Questions that cannot be resolved by the parties as to whether or not a grievance is on a matter subject to the grievance procedure or is subject to arbitration will be referred to an arbitrator as a threshold issue in the arbitration on the merits of the grievance.

**Section 5.** A grievance may be undertaken by the Union, an employee, or a group of employees. An employee or group of employees in the bargaining unit covered by this agreement, in filing a grievance under this procedure, may be represented only by the Union. In this context, the Employer recognizes the right of the Union to designate its own representatives. An employee or group of employees wishing to present such a grievance without Union representation may do so; however, any adjustment of the grievance must not be inconsistent with the terms of this agreement, and the Union shall be afforded the opportunity to be present during the grievance proceeding. In exercising their rights to present a grievance, bargaining unit employees and Union representatives shall be unimpeded and free from restraint, coercion, discrimination, or reprisal.

**Section 6.** . Use of official (duty) time and resources.

- a. The employee and his or her designated representative may use reasonable amounts of official time, subject to supervisory approval, when a personnel action or a disciplinary action is being grieved. The time allowed depends on the facts of the specific case.
- b. Official time may be used to:
  - (1) Get advice on rights and privileges from official sources.
  - (2) Get information from witnesses.

(3) Present grievances.

- c. Official time not to exceed eight hours at each step of the negotiated grievance procedure will be granted for preparing a grievance, organizing materials, writing or typing.
- d. Subject to supervisory approval and mission requirements of the facility, resources of the Employer such as word processors, supplies, and materials may be used to process a grievance claim.

**Section 7.** If a bargaining unit employee resigns, transfers, or otherwise leaves the bargaining unit prior to the issuance of a final decision on his/her grievance, and no issue of compensation is involved, the grievance will be terminated and all parties notified in writing by the Employer.

**Section 8.** The following steps will be used for resolving grievances under this procedure:

- a. Step 1. The grievance shall first be presented orally to the immediate supervisor by the grievant and his/her Union representative, if the aggrieved party elects to have one. If the grievance involves the first line supervisor, the grievant may go to the second level supervisor with his/her Step 1 grievance. On the date the Step 1 grievance is presented, the grievant or his/her union representative, if any, will serve written notice on the next level of supervision that a Step 1 grievance has been filed, and indicate the date of the Step 1 meeting. The Step 1 grievance must be initiated within 20 calendar days of the incident that gave rise to the grievance, unless the grievant was unaware of the incident by such time. In that case, the grievance must be initiated within 20 calendar days from the date the grievant becomes aware of the incident. The grievant shall plainly identify the discussion as a grievance, provide his/her supervisor with specific details of the grievance, and indicate the corrective action desired in order to resolve the grievance. The supervisor will provide a written decision to the grievant, with a copy to his/her Union representative, if any, within seven (7) calendar days after presentation of the grievance. Included with such decision shall be a written statement indicating the grievant's right to submit the grievance to the next level of supervision within ten (10) calendar days.
- b. Step 2. If a satisfactory settlement has not been reached at Step 1, the grievant or his/her representative will submit the grievance in writing within ten (10) calendar days to the next higher level supervisor, who shall call and arrange to meet with the grievant and his/her representative within five (5) calendar days after receiving the written grievance. The written grievance shall also contain the duty phone numbers of the grievant and his/her Union representative, if any. A written decision will be provided to the grievant with a copy to his/her Union representative, if any, within ten (10) calendar days following the meeting.
- c. Step 3. If a satisfactory settlement has not been reached at Step 2, the grievant or

his/her representative will submit the grievance in writing within ten (10) calendar days from receipt of the Step 2 decision to the Garrison Commander or his/her designated representative. The Garrison Commander or his/her designated representative will review the grievance, conduct whatever analysis and investigation he/she deems necessary to resolve the grievance, and render a written decision on the grievance no later than ten (10) calendar days from date of receipt of the employee's grievance.

- d. Step 4. If a satisfactory settlement has not been reached at Step 3, the grievant or his/her representative will submit the grievance in writing within ten (10) calendar days from receipt of the Step 3 decision to the installation Commander or his/her designated representative. The installation Commander or his/her designated representative will review the grievance, conduct whatever analysis and investigation he/she deems necessary to resolve the grievance, and render a written decision on the grievance no later than ten (10) calendar days from the date of receipt of the employee's grievance. If the decision is unsatisfactory to the Union, the Union may invoke arbitration in accordance with the provisions of Article 12.

**Section 9.** Grievances of the Union against the Employer will be submitted in writing by the Union President, or his/her designee, to the installation Commander within 15 calendar days of the occurrence which caused the grievance. The written grievance will state the basis for the grievance and the corrective action sought. A meeting will be held within ten (10) calendar days of receipt of the Union grievance between appropriate officials of the Employer and the Union in an attempt to resolve the grievance. The Union President, or his/her designee, will be given a written decision by the installation Commander or his/her designated representative within ten (10) calendar days after the meeting. If the grievance is not resolved to the satisfaction of the Union, the Union President may then submit the grievance to arbitration under the provisions of Article 12.

**Section 10.** Employer grievances against the Union will be submitted by the installation Commander, or his/her designee, to the Union president within 15 calendar days of the occurrence which caused the grievance. The written grievance will state the basis for the grievance and the corrective action sought. A meeting will be held within ten (10) calendar days of receipt of the Employer grievance between appropriate officials of the Employer and the Union in an attempt to resolve the grievance. The installation Commander, or his/her designee, will be given a written decision by the Union President, or his/her designee, within ten (10) calendar days after the meeting. If the grievance is not resolved to the satisfaction of the Employer, the installation Commander or his/her designee may then submit the grievance to arbitration under the provisions of Article 12.

**Section 11.** Failure of the Employer to observe the time limits for any step in the grievance procedure shall entitle the grievant or the Union to advance the grievance to the next step. Failure of the grievant or the Union to observe the time limits at any step of the procedure will have the effect of cancelling the grievance as untimely. All time limits may be extended by mutual consent. A grievance may be withdrawn by the

proponent at any time.

**Section 12.** Grievances Concerning Disciplinary Actions. If a bargaining unit employee desires to contest by means of the negotiated grievance procedure a disciplinary action imposed by the Employer, he/she will initiate the grievance in writing at Step 3 of the negotiated procedure set forth in Section 8 of this Article.

## **Article 12**

### **Arbitration**

**Section 1.** If the Employer and the Union fail to settle any grievance within the scope of the negotiated grievance procedure described in Article 11 of this agreement, the grievance shall be submitted to arbitration upon written request of the party desiring arbitration. Such written request must be received by the other party within 20 working days after issuance of the final decision on the grievance. However, only the Union or the Employer may invoke arbitration.

**Section 2.** Within five (5) working days from the date of receipt of an arbitration request, the parties shall meet in an attempt to select an arbitrator. If agreement cannot be reached, the parties shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) impartial persons qualified to act as arbitrators. A brief statement of the issues in dispute will accompany the request to enable the FMCS to submit the names of arbitrators qualified for the issues involved. The request also shall include a copy of this arbitration Article. Either party may request a second list of arbitrators if dissatisfied with the original list of arbitrators. The parties shall meet within five (5) working days after the receipt of such list to select an arbitrator. If the parties cannot agree upon one (1) of the listed arbitrators, the Employer and the Union will each alternately strike one (1) arbitrator's name from the list and shall repeat this procedure until there is one (1) name remaining. The remaining name on the list shall be the duly selected arbitrator. A flip of a coin shall determine which party strikes the first name. The party requesting arbitration may withdraw the request at any time prior to the actual convening of a hearing or submission of the case to the arbitrator. However, once a definite hearing date has been established with an arbitrator, it is agreed that the party requesting such a withdrawal will make every reasonable effort to notify the other party and the arbitrator of its desire as far in advance of the scheduled hearing date as possible. Any costs assessed by an arbitrator because of the cancellation or postponement of a previously scheduled hearing shall be borne by the party which requested such cancellation or postponement. Should the Employer be unable to assure the availability of witnesses as stated in Section 5 of this Article, the Employer will request cancellation or postponement. If cancellation or postponement was necessitated by an act of God, the cost of the cancellation or postponement shall be borne equally by the parties.

**Section 3.** Following selection of the arbitrator and indication of his/her availability, the parties will attempt to prepare a joint letter submitting the issue or issues to be decided by the arbitrator. Such letter shall present the matter upon which arbitration is sought and shall include the agreement provisions governing the arbitration. If the parties fail to agree on a joint submission of the issue or issues for arbitration, each party will submit in writing a statement of what they believe to be the issue(s) to the other party and to the arbitrator. The arbitrator then shall determine the issue or issues to be decided, to include any questions of arbitrability.

**Section 4.** When the Employer and the Union agree to the facts at issue and believe that an arbitration hearing would be unnecessary, the parties may submit in writing a joint stipulation of facts to the arbitrator with a request that a decision be rendered based upon the facts jointly presented.

**Section 5.** A submission to the arbitration hearing should be used when a formal hearing is necessary to develop and establish facts relevant to the issue. In this case, a formal hearing is convened and conducted by the arbitrator. The arbitration hearing shall be held on the Employer's premises during the regular day-shift hours of the normal basic work week. The aggrieved employee, his/her Union representative, and the employee witnesses who have direct knowledge of the circumstances and factors bearing on the case shall be excused from duty for a reasonable period of time without loss of pay or charge to annual leave to prepare for arbitration. The aggrieved employee and his/her Union representative will be granted official duty time to participate in the arbitration proceeding. All witnesses of both parties will be present at the beginning of the arbitration session. If the arbitrator determines that time will not permit witness(es) to testify on that day, or that the presence of a particular witness is not otherwise required, the employee(s) will return to their worksite. The Employer agrees to assure that all witnesses otherwise in a duty status will be readily available to testify as required by the arbitrator. Employee participants assigned to tours of duty other than the regular day-shift will be temporarily placed on the day-shift for the day(s) of the arbitration hearing. Travel costs, overtime, and other expenses of employee participants shall not be borne by the Employer.

**Section 6.** The arbitrator will be requested to render his/her decision as quickly as possible, but in any event not later than 30 calendar days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

**Section 7.** The arbitrator shall have no authority to add to, change, modify, alter, or delete any provision of this agreement. The authority of the arbitrator will extend to the interpretation of agency regulations, provisions of law, or regulations of appropriate authorities outside the agency. The arbitrator will make no findings of fact, recommendations, or interpretations of this agreement except to the extent necessary to resolve the issue(s) submitted or determined.

**Section 8.** The arbitrator's fee and expenses shall be borne equally by the parties. The Employer and the Union shall share equally the expense of any mutually agreed upon services in connection with the arbitration. The parties shall bear their own individual expenses during the arbitration proceedings.

**Section 9.** The arbitrator's decision shall be binding on the parties. However, either party may file exceptions to the arbitration award in accordance with the provisions of Title VII of the Civil Service Reform Act and the Rules and Regulations of the Federal Labor Relations Authority.

## Article 13

### Voluntary Allotment of Union Dues

**Section 1.** The Employer shall deduct Union dues from the pay of all employees covered by this agreement who voluntarily authorize such deductions, subject to the provisions and requirements set forth in this agreement.

**Section 2.** The Union and the Employer shall be held harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reasons of action taken or not taken by the Union and the Employer for the purpose of complying with any of the provisions of this agreement.

**Section 3.** The amount of Union dues to be deducted each biweekly pay period from the pay of an employee who has authorized an allotment for this purpose shall be as certified to on the SF 1187, "Request for Payroll Deductions for Labor Organization Dues," by the President or other authorized officer of the Union. This amount is a prorated amount of annual dues of the employee-member, exclusive of initiation fees, assessments, back dues, and fines. If the amount of allotted dues is changed by the Union, the President or other appropriate official of the Union will notify the Employer in writing of the amended rate and effective date of the amended dues amount. The amended amount will be withheld effective with the next pay period unless a later date is specified by the Union, and provided the notice is received at NAF Financial Services at least three (3) workdays before the first day of the pay period.

**Section 4.** Any employee of the unit may voluntarily authorize an allotment of pay for the payment of dues for such membership except:

- a. An allotment deduction may not be made from the salary of an employee (part time or flexible) whose earnings are not regularly sufficient to cover the amount of the allotment.
- b. Dues will not be withheld if net salary, after legal deductions, is not sufficient to cover the amount of the dues. If deductions are stopped temporarily because of insufficient salary, back dues will not be deducted from future earnings.

**Section 5.** Use of Employee Authorization Form.

- a. The Union will procure and furnish forms SF 1187 "Request for Payroll Deductions for Labor Organizations Dues."
- b. After completing the form, the employee-member will return it to the Union for certification by an officer of the Union.
- c. The Union will submit the completed and certified SF 1187 to NAF Personnel Office.

- d. Allotments will be effective with the next pay period following receipt of a properly executed SF 1187 by NAF Financial Services, provided the form is received at least three (3) workdays before the beginning of that pay period.

**Section 6. Termination of Allotment.**

- a. Voluntary. Any employee may voluntarily revoke his/her allotment for the payment of dues at any time by completing SF 1188, "Cancellation of Payroll Deductions for Labor Organization Dues" and submitting this form directly to NAF Financial Services. When the employee cannot or does not desire to use the SF 1188, other written notification signed and submitted by the employee will be accepted by NAF Financial Services.

- (1) Such revocation may not be effective for a period of one (1) year from the date the allotment was first made. Subsequently, an individual's revocation may be submitted at any time but will not become effective until the next anniversary date, that is, the first full pay period which begins on or after 1 November.

- (2) Immediately upon receipt by NAF Financial Services of an SF 1188 or another proper documentation which discontinues the allotment for dues deduction of a Union member, the Union will be provided with a copy of the SF 1188 or a duplicate copy of other documentation received denoting this intent and desire. These copies will be forwarded to:

National Federation of Federal

Employees Local 2049

Drawer M

White Sands Missile Range, NM 88002

- (3) The SF 1188 will be provided by the Employer.

- b. Involuntary. An employee's allotment for payment of his/her Union dues and the benefits derived therefrom shall be terminated at the beginning of the first pay period following the pay period in which any of the following occur:

- (1) Loss of exclusive recognition by the Union.

- (2) Transfer of the employee outside of the Union's exclusively recognized bargaining unit. This does not preclude the employee from making direct payment of dues to the Union in order to continue the benefits of membership.

- (3) Separation of the employee for any reason including death or retirement. Final deduction automatically will be made from the final salary check, even if the employee separates during a pay period.
- (4) Receipt by the Employer of written notice that the employee has been expelled or has ceased to be a member in good standing of the Union.
- (5) Suspension or termination of this agreement by an appropriate authority outside the Department of Defense.

**Section 7.**

- a. A bi-weekly remittance check will be prepared by NAF Financial Services at the close of each pay period for which deductions are made. This check will be for the total amount of dues collected for that pay period. There will be no charge to the Union for making dues deductions. Not later than three (3) workdays after the related salary checks have been distributed, the remittance check will be mailed to:

National Federation of Federal

Employees ATTN: Secretary

Treasurer

1016 16th Street, NW

Washington, DC

20036

- b. NAF Financial Services will include with each remittance check an accurate listing of the employee-member names and amount withheld from each. The list also will include the names of employee-members for whom allotments have been permanently or temporarily stopped and the reason therefore (e.g., transfer, separation, LWOP, insufficient income during pay period, loss of membership in the Union).

**Section 8.** Information and Education. The Union will inform and educate its members concerning the program, the voluntary nature of the authorization for the allotment of dues, and the uses and availability of SF 1187 and SF 1188.

**Section 9.** Voluntary Nature of the Program. Nothing in this agreement shall require an employee to become or remain a member of the Union, or to pay money to the Union except through a voluntary written authorization for the payment of dues through payroll deductions in accordance with the provisions of this agreement.

## Article 14

### Use of Official Facilities and Services

**Section 1.** Union representatives on official time for representational duties will be afforded an area of privacy when meeting with unit employees. The Employer will assist in providing such privacy within or in close proximity to the Employer's facilities. Union representatives are not limited to the confines of their NAF facility when official time for representational duties is being used. However, the private space made available by management will normally be utilized first prior to utilizing the union office.

**Section 2.** It is recognized by the parties that the internal mail service of the Employer has been established for the distribution of official mail directly related to the mission of White Sands Missile Range. The Employer therefore agrees to allow the Union to use the on-post distribution system for the dissemination of correspondence directly related to the Union's representational responsibilities involving employees in the bargaining unit covered by this agreement. The Union agrees that the use of the Employer's internal mail service does not extend to any written material relating to the Union's internal affairs, such as monthly newsletters, notices of elections, or solicitations of membership.

**Section 3.** Reasonable space on official bulletin boards of the Employer which are located at or near the worksites of bargaining unit employees shall be available for use by the Union in accordance with applicable regulations. Any information posted by the Union will not violate any law or applicable regulation, or contain libelous material. The Union will be solely responsible for all posted material in terms of accuracy and adherence to ethical standards, will insure that material is kept current, and will maintain its designated bulletin board space in a neat and orderly manner. The space authorized for the Union's use will be clearly marked by the words "NFFE Local 2049".

**Section 4.** A copy of this agreement will be furnished to all present and future bargaining unit employees covered by this agreement and to the supervisory personnel responsible for administering this agreement. The cost of printing this agreement shall be borne by the Employer.

**Section 5.** The Employer agrees to furnish to the Union once every three (3) months a complete listing of employees in the bargaining unit covered by this agreement. Such listing shall contain names, job classification, and organizational location of each employee.

**Section 6.** One (1) copy of the NAF Supervisor's Guide, and any changes thereto, will be provided to the Union. Copies of regulations and policies issued by the Office of Personnel Management, other appropriate authorities, or the agency are accessible to the Union through the NAF Personnel Office library, or the Adjutant General library.

**Section 7.** The Employer agrees to allow the Union officers to use copy machines to make copies of material directly related to their representational duties. This material will consist of grievances, appeals, responses to proposed disciplinary actions, including supporting documentation, and Union responses to Employer correspondence. This does not extend to any material relating to the Union's internal affairs. The Union will abide by the standard operational and accountability procedures for the copier followed by other organizations.

**Section 8.** The Employer agrees that prompt notification will be given to Union officers and stewards as necessary regarding briefings and group meetings affecting bargaining unit employees, regardless of the means of communication used for such notification (e.g., memorandum, phone call, electronic mail).

## **Article 15**

### **Orientation of New Bargaining Unit Employees**

**Section 1.** All new employees shall be informed by the Employer that NFFE Local 2049 is the exclusive representative of employees in the bargaining unit. Each new bargaining unit employee shall receive a copy of this agreement from the Employer, together with a union orientation package which includes a list of NFFE Local 2049 Officers and representatives. The Union will provide this package to the Employer.

## Article 16

### Basic Workweek and Hours of Duty

**Section 1.** A majority of bargaining unit employees will be on varying tours, including days, nights, weekends, and holidays. Work schedules may change from week to week based on mission requirements. Hours of work, shifts, and tours of duty have been established by the Employer in accordance with management's retained rights under 5 U.S.C. 7106. The Employer recognizes that the impact and implementation of its decisions to change established hours of work, shifts, and tours of duty is a proper subject of bargaining.

- a. The Employer recognizes the need to notify employees of changes in the individual's normal basic workweek as far in advance as practicable, and agrees to do so at least two (2) weeks in advance of the change when the requirement is known at least two (2) weeks in advance.
- b. When a change in an individual's normal basic workweek is required with less than two (2) weeks notice, the Employer will notify the employee as far in advance as practicable, normally not later than the end of the administrative workweek prior to the week in which the changed schedule is to be worked, unless the head of the agency determines that it would be seriously handicapped in carrying out its functions or that costs would be substantially increased.
- c. Flexible employees are on varying work schedules. Schedules may change from day to day. Employees will be notified as far in advance as practicable.

**Section 2.** Bargaining unit employees who work in continuous operations will be assigned to a rotating tour of duty. Two (2) consecutive days off outside the basic workweek will be granted each employee if possible.

**Section 3.** Subject to mission requirements, employees of the bargaining unit whose work situations as determined by their immediate supervisor meet one of the following criteria will be granted a rest period at the worksite or a designated break area not to exceed 15 minutes during each four (4) hours of continuous work:

- a. Rest periods that presently exist.
- b. Hazardous work or that which requires continual and/or considerable physical exertion and rest periods are needed for protection of employee's health.
- c. Where there is a need to reduce the accident rate by removal of fatigue potential.
- d. Where the work is in confined spaces or in areas where normal personal

activities are restricted.

- e. Where an increase in, or maintenance of, high quality and/or high quantity production is traceable to the rest period.

Any dispute between employees and supervisors as to the establishment of a rest break is grievable under the negotiated grievance procedure.

**Section 4.** Rest periods will not be a continuation of the lunch period, nor may they be granted immediately after the beginning of the tour of duty or immediately prior to the end of the tour of duty. If the period from the beginning of the daily tour of duty to the scheduled lunch period is less than four (4) hours, a rest period will be granted only in unusual circumstances.

**Section 5.** In those work areas where rest periods have been authorized, the immediate supervisor will determine if such rest periods are to be taken at the same time by all employees or on an individual basis at staggered times because of workload requirements. The Union recognizes that when there are work requirements of an urgent nature to be met, the immediate supervisor may determine that an otherwise authorized rest period will not be granted to an employee or group of employees.

**Section 6.** Subject to mission requirements, employees of the bargaining unit whose work situations as determined by their immediate supervisor meet one of the criteria described in Section 3 of this Article will be granted a rest period not to exceed 15 minutes during the middle of each consecutive four (4) hour period of overtime worked.

**Section 7.**

- a. Thirty (30) minutes duty free non-paid lunch periods normally will be granted when an employee has been scheduled for six (6) hours or more.
- b. When the Employer requires work in lieu of a scheduled 30 minute duty free non-paid lunch period, the employee will be compensated appropriately.
- c. The Union recognizes that mission support requirements of the Employer may necessitate an employee's remaining at his/her worksite during the lunch period. When such is the case, a lunch period of not more than 20 minutes shall be granted and shall be considered time worked for which compensation shall be allowed. When this on-the-job lunch period is in effect, bargaining unit employees must spend the lunch period time in close proximity to their work stations so as to be immediately available to perform their assigned duties.

**Section 8.** Night Differential.

- a. Night Differential is paid to all FWS employees in the amount of seven

and one-half percent premium pay when the majority of scheduled, non-overtime hours fall between 3:00 p.m. and midnight. The rate is ten percent of a majority of hours worked between 11:00 p.m. and 8:00 a.m. When the scheduled hours of work meet the majority rule, premium pay is for the entire shift, exclusive of any overtime hours. Night Differential is paid to all Pay Banded employees in the amount of ten percent premium pay for all scheduled, non-overtime hours that occur between 6:00 p.m. and 6:00 a.m.

- b. Night Differential is paid to all Caregiving Personnel Pay Program employees in the amount of ten percent premium pay for all scheduled, non-overtime hours that occur between 6:00 p.m. and 6:00 a.m.

**Section 9.** An employee whose personal religious beliefs require that he or she be absent from work during scheduled work periods may elect, with the prior approval of his/her Employer, to establish an alternate work schedule for this pay period, as long as a paid overtime situation does not apply.

## Article 17

### Overtime

**Section 1.** The Employer has the right to assign overtime work. When the Employer has determined both that overtime work is necessary and that it will be performed by qualified bargaining unit employees, overtime assignments shall be distributed as equally as practicable among all qualified employees within the occupation in the organizational element for which overtime has been authorized. In no case will overtime work be assigned to any employee as a reward or punishment.

**Section 2.** The Employer agrees to maintain records of overtime work performed by bargaining unit employees. Such records shall be made available to the employee and his/her Union representative upon request. (Appendix B)

**Section 3.** The Employer shall notify affected bargaining unit employees of the necessity to perform overtime work promptly after establishing firm overtime requirements. Every reasonable effort will be made by the Employer to provide this notice at least 24 clock hours prior to the scheduled period of overtime. However, the parties agree that emergency situations as determined by the Employer and unforeseen mission support requirements may preclude such advance notice of overtime work. However, the Employer agrees through careful planning to keep such overtime scheduling to a minimum, being mindful of the hardship to the employee.

**Section 4.** A bargaining unit employee may decline a scheduled overtime assignment if the Employer determines that another qualified employee is available and willing to perform the work and that the full work requirements can be met. If a bargaining unit employee is relieved of an overtime assignment under the provisions of this section, the hours of overtime declined will be marked on the overtime record as declined, but will be considered as overtime hours worked for the purpose of determining equity of overtime distribution within the organizational unit.

**Section 5.** In cases of emergency as determined by the Employer, where bargaining unit employees are not informed of overtime assignments prior to the start of their daily tour of duty, and are expected to work more than two (2) hours beyond the end of their daily tour of duty, an opportunity to obtain food at their expense, and a non-paid 30 minute lunch period to consume it at the worksite will be provided as determined by the Employer. The non-paid lunch period shall be free from all duty obligations, unless the nature of the work is such that it cannot be interrupted, in which case the Employer will allow the food consumption to be on a work status basis. Employees expected to work more than two (2) hours of unscheduled overtime before or beyond their normal tour of duty will be afforded an opportunity (where practicable) to obtain food. Employees will be permitted to notify their homes when required to work unscheduled overtime. When it is impractical for the employee to make such an attempt personally, management agrees that supervisors will endeavor to do so on behalf of the employee upon request.

**Section 6.** The Employer and the Union recognize that pay for overtime work will be in accordance with all applicable laws and regulations to include the Fair Labor Standards Act.

## Article 18

### Leave and Absences

**Section 1.** Annual leave shall be earned in accordance with applicable laws and regulations. While the taking of annual leave is a right of the employee, the Employer retains the right to determine when such annual leave will be taken. For this reason, the use of annual leave is subject to the approval of the employee's supervisor. Subject to workload requirements and availability of personnel, the Employer agrees to allow bargaining unit employees to schedule at least one (1) week of vacation leave per calendar year in order to allow the employee an opportunity for rest and relaxation away from the worksite. All annual leave requests for vacation purposes shall be submitted by individual employees to their supervisor on or about January 31st of each year. Every reasonable attempt consistent with workload requirements will be made by the Employer to adhere to the established vacation schedule. The parties recognize that unforeseen emergencies may arise which require the use of annual leave which has not been previously scheduled or approved. In such cases the employee will request approval for emergency annual leave directly from his/her immediate supervisor as soon as possible but not later than two (2) hours after the start of the employee's tour of duty if the employee has not reported to his/her worksite. When the first-line supervisor is unavailable, the employee will refer the request to the supervisor in charge, or to the next level of supervision and then through the chain of command as necessary. The employee will state the nature of the emergency and the expected duration of his/her absence, and approval or disapproval of such requests by the supervisor will be determined on an individual case basis. An employee may be required by his/her supervisor to furnish evidence that the emergency absence was bona fide if the supervisor reasonably suspects abuse. The parties agree that employee requests for short periods of annual leave, other than for scheduled vacations or emergency purposes, will be made to the immediate supervisor as far in advance of the planned absence as possible, but in no case later than the close of the workday preceding the planned absence. Annual leave is accrued from the date of employment, but may not be used for a period of 90 days. Annual leave accrues for all hours in a pay status up to 40 hours per week. The percentage of accrual is based on creditable NAF or military service, and accrues as follows:

- a. Less than three years of creditable service is 5% of hours worked per pay period, or 13 days per year for a full time employee.
- b. Three to 15 years of creditable service is 7½% of hours worked per pay period, or 20 days per year for a full time employee.
- c. Over 15 years of creditable service is 10% of hours worked per pay period, or 26 days per year for a full time employee.

## Section 2. Sick Leave.

- a. Sick leave shall be earned in accordance with applicable laws and regulations. Regular Full and Part Time employees earn sick leave to be credited to their account at the beginning of each pay period, at the rate of 5% of the total hours in a pay status up to a maximum of 40 hours per week. The minimum accrual is  $\frac{1}{4}$  hour in a pay period. Sick leave is earned from the first pay period of employment and may be used when earned. Flexible and temporary employees have no entitlement to sick leave. There is no maximum for accumulation of sick leave. Both the Employer and the Union encourage the careful use and conservation of sick leave by all employees, and the Union agrees to support the installation sick leave program which is designed to achieve these goals. Sick leave may be used when the employee receives medical, dental, or optical examination or treatment; is incapacitated for the performance of duties by sickness, injury, or pregnancy and confinement; is required to give care and attendance to a member of his/her immediate family who is afflicted with a contagious disease; or when the employee's presence on the job would jeopardize the health of others because of exposure to a contagious disease.  
Sick leave must be requested by an employee from his/her immediate supervisor not later than two (2) hours after the start of the employee's scheduled tour of duty. When the first- line supervisor is unavailable the employee will refer the request to the supervisor in charge, or to the next level of supervision and then through the chain of command as necessary. The employee will explain the reasons for the absence and the estimated duration of the absence. Any absence in excess of three (3) consecutive workdays will require the employee to furnish a medical certificate. Normally, the employee's own certification will be sufficient to support a charge to sick leave for absences of three (3) working days or less. When the supervisor has reason to believe that the use of sick leave has been abused by a bargaining unit employee, this may lead to the issuance of a leave restriction letter. Once an employee has been issued a leave restriction letter, the supervisor will review the restrictions every four (4) months. If the supervisor believes the employee's sick leave problem has been corrected, the leave restriction letter will be withdrawn. An employee's failure to correct the problem will result in the supervisor's extension of the leave restriction letter for periods of four (4) months thereafter.
- b. Additionally, per the Family Friendly Leave Act an employee may use his/her sick leave to care for a family member as a result of illness; injury; pregnancy; childbirth; or medical, dental or optical examination or treatment, or for travel to and attendance at the funeral or memorial service of a family member, including pre-funeral gatherings/ceremonies. Sick leave may be granted under this Act only when supported by evidence administratively acceptable. Normally, employee certification is permissible; however, supervisors may require medical or other appropriate documentation to support absences in excess of three (3) consecutive workdays. The decision to grant or deny sick leave requests rests with the supervisor, as it does with traditional sick leave requests. Employees may use up to forty

(40) hours of sick leave per leave year for family care and/or bereavement purposes, and may use up to 64 additional hours per leave year for these purposes (for a total of 104 hours), provided the amount of sick leave remaining in their account would not fall below 80 hours. Family members under this Act are defined as: a spouse, or the spouse's parents; children (including adopted children), and their spouses; parents; brothers and sisters and their spouses; and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

**Section 3.** The Employer agrees that an absence covering pregnancy and confinement shall be treated the same as any other medically certified temporary disability. An absence for maternity purposes is chargeable to sick leave, annual leave, or leave without pay, as appropriate.

Requests for sick leave due to pregnancy and confinement must be supported by a medical certificate. An employee who plans to return to work following pregnancy and confinement shall be offered continued employment in her position or a like position, unless termination is otherwise required by expiration of appointment, by Business Based Actions, or for similar reasons unrelated to the maternity absence. For such an employee, the total period of absence for maternity reasons will be based on appropriate medical opinion and the Employer's authorization of appropriate leave, consistent with workload and staffing requirements. A male employee may request annual leave, sick leave, or leave without pay for purposes of assisting or caring for his minor children or the mother of his newborn child while she is incapacitated for maternity reasons. The amount of leave authorized by the supervisor shall depend upon the circumstances of the individual case. Similar requests for annual leave, sick leave, or leave without pay for those employees who become adoptive parents will also be evaluated by the Employer on a case- by-case basis.

**Section 4.** Employees who are members of the National Guard or Reserves will earn military leave in accordance with applicable laws and regulations. This military leave may be used for active duty or active duty for training. Military leave is not authorized for periods of inactive duty training (usually weekend drills).

**Section 5.** If otherwise in a duty status, bargaining unit employees who are registered voters will be granted excused absence to vote in national, state, and local elections, in accordance with applicable regulations. Requests for excused absence to donate blood, perform emergency rescue or protective work, or participate in other worthwhile activities will be processed in accordance with applicable regulations. When operations are interrupted by events beyond the control of the Employer, such as, but not limited to, national emergencies, natural disasters, extreme climatic conditions, breakdown of equipment, and power failures, it is within the discretion of the Employer to close all or part of the installation for short periods, and to grant administrative leave to affected employees in accordance with applicable regulations.

**Section 6.** Bargaining unit employees whose services are not required by the Employer on a holiday established by federal statute or Executive Order will be excused from duty without charge to leave, and those excused will be entitled to holiday benefits in

accordance with appropriate law and regulations. Determination of the day to be treated as a holiday shall also be made by the Employer in accordance with applicable law and regulations.

**Section 7.** The Employer and the Union recognize that normally the granting of leave without pay (LWOP) is a matter of administrative discretion, and all requests for LWOP shall be considered in accordance with applicable laws and regulations. LWOP shall be granted upon request to employees otherwise entitled to LWOP who are disabled veterans in need of medical treatment, or are members of the Reserves or National Guard, in order to perform military training duties. In addition, under the provisions of the Family and Medical Leave Act, bargaining unit employees may request up to 12 workweeks of unpaid leave during any 12- month period for the following purposes:

- a. The birth of a child of the employee and the care of such child;
- b. The placement of a child with the employee for adoption or foster care;
- c. The care of a spouse, son, daughter, or parent of the employee who has a serious health condition; or
- d. A serious health condition of the employee which makes the employee unable to perform the essential functions of his/her position.

The employee normally must provide notice to the Employer of his/her intention to request unpaid leave under the provisions of the Family and Medical Leave Act not less than 30 days before the requested leave is to begin. The Employer may require medical documentation to support unpaid leave taken under the Family and Medical Leave Act.

**Section 8.** The Employer and the Union agree that it is the civic responsibility of bargaining unit employees to respond to calls for jury duty and witness service. Court leave for jury duty and witness service shall be authorized in accordance with applicable law and regulations.

**Section 9.** Tardiness and brief absences from duty of less than one (1) hour may be excused without charge to leave at the option of the supervisor when reasons appear to be adequate to the supervisor. When an employee is frequently tardy or otherwise absent from duty when the reasons are not adequate to the supervisor, such absences and tardiness will be charged to annual leave or absence without approved leave (AWOL), as appropriate. Each case of tardiness or brief absence from duty shall be considered on its own merits by the Employer.

## Article 19

### Competitive and Non-Competitive Referrals, Details, Temporary Promotions, Limited Tenure, and Emergency Hires

#### Section 1. Competitive Referrals.

- a. In accordance with Department of the Army, AR 215-3. Subject: Employment, and Department of the Army Modernization Guide, the parties agree that competitive vacancy announcements will be publicized in the NAF Personnel Office, Human Resources Division Job Information Office, Channel 3, and the Missile Ranger and will be open for a minimum of three days. All vacancy announcements should contain the following:
  - (1) Title, series, and grade.
  - (2) Salary per hour for all positions.
  - (3) Location of position.
  - (4) Work schedule and differential information if appropriate.
  - (5) Brief statement of duties.
  - (6) Brief statement of qualifications required, including length, type, and level of experience.
  - (7) Closing date, or no closing date.
  - (8) Where to apply.
  - (9) Statement "Department of Army Nonappropriated Fund Instrumentalities are Equal Opportunity Employers".
  - (10) A statement that the position has potential for promotion if such is the case.
  - (11) A statement of whistleblower protection against reprisal.
- b. Applications will be dated upon receipt. The NAF Personnel Office will make a prompt determination, in accordance with the appropriate qualification requirements, regarding the basic eligibility of each applicant for the position to be filled. A notation indicating eligibility or ineligibility, the initials of the rater, and the date of rating will be recorded on the application of each candidate.
- c. Applications will be referred to the selecting official on DA Form 4985-R (NAF

Referral and Selection List). The intention is to apply minimum qualification requirements and refer all qualified candidates.

## **Section 2. Non-Competitive Referrals.**

- a. In accordance with Department of the Army, AR 215-3. Subject: Employment, and Department of the Army Modernization Guide, the parties agree that current or former NAF employees employed with a NAFI service may apply non-competitively for any NAF position at the same or lower grade or level held during the six (6) month period.
- b. Temporary positions, such as summer hires, after an initial competitive placement, may be appointed non-competitively in subsequent years.
- c. The Army Air Force Exchange Service is considered a NAFI, and AAFES employees will be given the same considerations.
- d. Non-Competitive is filling a NAF position without competition with a current or former NAF employee who is eligible for reassignment, reinstatement, or reemployment. Selection of a Non-Competitive applicant is not mandatory.

## **Section 3. Procedures.**

- a. Applicants must complete a NAF Application, DA 3433, and attach proof of past employment periods.
- b. Applications will remain active for a period of six months. Applicants may provide an update every six (6) months to their original applications.
- c. Applicants need only provide one application to cover any and all NAF positions they wish to be considered for.

## **Section 4. Details.**

- a. Positions may be filled by:
  - (1) Details to higher graded positions not in excess of 60 days. Employees who are improperly detailed to higher graded positions for a period in excess of 60 days will be allowed retroactive temporary promotions with back pay to begin on the 61<sup>st</sup> day of the detail. Employees may not be detailed longer than 60 days to perform duties that have not been evaluated as to grade. Prior to the 60<sup>th</sup> calendar day of such details, the duties involved must be evaluated, and proper action taken in accordance with this policy. If the evaluation is made after the 60<sup>th</sup> day, the employee must be promoted retroactively effective from the 61<sup>st</sup> day.
  - (2) Details to positions at the same or lower grade/level may be used to meet a

temporary need or to assess an employee's capability to perform, and interest in, the duties and responsibilities of the position. Although no time limitations are imposed on these actions, if the detail was for the purpose of assessing the employee's performance in the position a supervisor should normally be able to make that assessment within a 120 day period.

**Section 5.** Temporary Promotions. Temporary promotions may be effected on either a competitive or non-competitive basis. (See AR 215-3). No time limitations are imposed on the length of competitive temporary promotions.

**Section 6.** To meet special work requirements that will last in excess of one year, but are known to be non-permanent and will cease to be needed upon completion of a project or a projected period of time, a position may be designated as Limited Tenure. This term is added only to a regular appointment as, either RFT-Limited Tenure, or RPT-Limited Tenure. A clarifying remark as to the expected expiration of the appointment will be entered on the DA Form 3434.

Limited Tenure employees have the same entitlement to leave and benefits as do all regular employees. Limited tenure employees do not serve probationary periods.

**Section 7.** Emergency Hires. In emergencies where delay in filling a position would cause serious disruption to the work, action may be taken to fill a position non-competitively for a period not longer than 30 days. Such an emergency flexible appointment must be fully justified and have approval of the NAF Personnel Office. By the end of the 30 day period, the appointment must be terminated. In unusual circumstances, the installation commander may approve extension not to exceed 30 additional days.

## Article 20

### Selection

**Section 1.** In accordance with Department of the Army, AR 215-3, and Department of the Army Modernization Guide, the parties agree that employees will be referred and selected using the following preferences:

- a. Selection Preference for all competitive recruitment actions for positions NF-3 and below, to include all prevailing rate and CC positions, will be given according to the following priorities:
  - (1) Spouse Employment Preference(SEP) (See Section 2)
  - (2) Involuntarily Separated Military (ISM)
  - (3) Current and Former NAF Employees
  - (4) Outside Applicant-Veteran
  - (5) Outside Applicant-Non-Veteran

**Section 2.** Spouse Preference Definition.

- a. A military spouse applying and referred for positions at NF-3 and below, or equivalent in representative rate hourly positions, will be given preference for selection. Spouse employment preference does not apply to non-competitive placement actions. A spouse is defined as the wife or husband of an active duty military member of the Armed Forces, including the Coast Guard, and a member of the National Guard or Reserves on active duty. To be eligible for preference, the spouse must have been married to the sponsor before the sponsor received official PCS orders.
- b. An eligible spouse must request consideration at the time of initial application to the servicing NAF Personnel Office. Eligibility will be verified by means of the sponsor's PCS orders. Eligibility time period begins 30 days before the military sponsor's reporting date at the new duty location and continues during the entire tour, or until acceptance or declination of an interview or position offer (NAF or APF) at the grade for which preference as been requested. Preference is also terminated on placement into any continuing position in the new duty location; that is, one expect to continue for at least one (1) year, whether or not preference was applied. A flexible position is considered to be a continuing position. MACOM commanders may limit eligibility during the last six (6) months of the tour. Eligible spouses will be given preference in the same commuting area as that of the new

duty station of the sponsor, or in surrounding localities to which a spouse has determined he or she is willing to travel on a daily basis.

## Article 21

### Job Descriptions

**Section 1.** NA, NL, NS, and CC (Crafts and Trades) employees are entitled to a job description and NF (Pay Banded) employees are entitled to Standard Position Guides which meets the standards of adequacy established by applicable Office of Personnel Management and Department of Army regulations. Job descriptions shall be reviewed annually by management and employees for accuracy.

**Section 2.** If a bargaining unit employee questions the accuracy of his/her job description, he/she will use the negotiated grievance procedure contained in Article 11 to resolve this issue.

**Section 3.** A bargaining unit employee who requests a review of the title, series, grade or pay category of his/her job is encouraged to present a position classification complaint orally before filing an appeal, although not required to do so. If the employee elects to present the complaint orally, appropriate supervisor/representatives of the Employer will discuss the matter with the employee and explain the basis upon which the job has been evaluated. The employee may have a Union representative present at this discussion if requested. If the employee is satisfied with the discussion, no further action will be taken. If the Employer/supervisor determines that there are specific questions concerning the employee's official job description which might affect the title, series, grade, or pay category of the position, the Employer may conduct an audit of the bargaining unit employee's job in order to determine the proper classification. A Union representative may be present during a job audit of the classification issues under contention, subject to the following:

- a. The accuracy of the official job description must have been questioned, and
- b. The employee must have specifically requested in writing the presence of a representative.

Regardless of whether the Employer conducts a job audit of the employee's position, any changes in pay category, title, series, or grade resulting from the oral classification complaint will be made promptly and the case closed. If the bargaining unit employee is dissatisfied with the results of his/her oral classification complaint, he/she may submit a position classification appeal in writing. However, since the pay band system does not use discrete standards to allocate duties to a pay level, classification appeals are not applicable to the system. Questions or complaints relative to the allocation of a position will be handled exclusively through the negotiated grievance procedures. NA, NS, NS, and CC employees may appeal a position classification through channels up to OPM.

## Article 22

### Equal Employment Opportunity (EEO)

**Section 1.** The Employer agrees it shall not discriminate regarding employment or conditions of employment because of race, color, religion, sex, national origin, age, or handicapping conditions in accordance with applicable laws and regulations. It has been and shall remain the policy of the Employer that employment practices of the Employer will demonstrate full adherence to the letter and spirit of federal government policy and laws guaranteeing equal employment opportunity to all persons. The Employer and the Union agree to cooperate in providing equal opportunity in employment for all persons and in promoting the full realization of equal employment opportunity.

**Section 2.** Allegations of discrimination have been excluded from coverage by the provisions of the negotiated grievance procedure in Article 11. Bargaining unit employees may pursue allegations of discrimination through the statutory EEO complaint system.

**Section 3.** An installation Affirmative Action Plan insuring equal employment opportunity in all aspects of employment and personnel practices will be published by the Employer. Two (2) copies of the published Affirmative Action Plan will be distributed to the Union.

**Section 4.** A unit employee discussing a problem of alleged discrimination with an EEO Counselor may have a Union representative present, if the employee so desires.

**Section 5.** The Employer has the right to administer appropriate discipline in instances where any individual has been properly found to have engaged in discriminatory acts in accordance with applicable law and regulation.

## Article 23

### Performance Plans and Appraisals

**Section 1.** In accordance with Department of the Army, AR 215-3, Department of the Army Modernization Guide, Department of the Army Pay Band System Guide, and NAF Policy, Aug 95, the parties agree that employees on a Regular Full or Part Time appointment, and Payband employees on a Flexible appointment will receive an annual performance plan and appraisal in conjunction with their birthdate.

**Section 2.** Performance Plans are required for all Regular Full, Part Time, and Payband Flexible employees. Performance plans should contain a minimum of three (3) major elements, with the majority titled Critical Elements, and at least one (1) Non-Critical Element. Within each major element a breakdown of tasks or duties should incorporate measurable factors of quality, quantity, timeliness, and manner of performance. Factors should be set at the satisfactory or met level.

**Section 3.** Performance Ratings are required for all Regular Full, Part Time, and Payband Flexible employees. Ratings will be completed on DA 3612R, provided by the NAF Personnel Office to supervisors the month prior to the employee's birth month.

Appraisals should be completed within ten (10) days after the employee's birthdate. The completed original Performance Appraisal will be given to the employee, and a copy furnished to the NAF Personnel Office. Ratings of Outstanding or Unsatisfactory should include justification. Ratings may not be completed until a minimum of 120 days of service have been completed. If the employee has served less than 120 days under his or her current supervisor, the annual rating may be prepared by the current supervisor after consultation with the previous supervisors, or may be delayed until the end of the 120 day period. The five rating options are listed below:

- a. Outstanding. All elements have been rated exceeded. Written justification is required.
- b. Excellent. A majority of elements have been rated exceeded, and no other element is rated less than met.
- c. Satisfactory. All elements are rated at least met.
- d. Minimally Satisfactory. One or more non-critical elements are rated not met.
- e. Unsatisfactory. One or more critical elements are rated not met. Written justification is required.

**Section 4.** Probationary Appraisals are required for all newly appointed Regular

Full and Part Time employees. The probationary period is one (1) year for all new employees. Up to six (6) months credit is given for an initial Flexible appointment converted to Regular Full or Part time provided the employee does not change positions. The initial Annual Performance Appraisal will not be scheduled earlier than 120 days after completion of the Probationary Appraisal.

**Section 5.** Any performance based actions taken by the Employer based upon an employee's failure to meet established levels of performance will be in accordance with the procedures set forth in Article 24, Performance Based Actions, of this agreement, and applicable laws regulations, and policies.

## Article 24

### Performance Based Actions

**Section 1.** In accordance with Department of the Army, AR 215-3, and Department of the Army Modernization Guide, the parties agree that this section will provide procedures for effecting nondisciplinary involuntary personnel actions based upon failure to meet established levels of performance. Performance based actions include reduction in pay rate (NF employee only), reduction in grade or pay level, and separation.

**Section 2.** Communication-Counseling. Performance evaluation should be an ongoing process which includes periodic communication between supervisors and employees as reflected in AR 215-3. Counseling employees about specific performance deficiencies as soon as they arise and offering appropriate assistance can often prevent more serious performance problems. It is important that employees be given a reasonable chance to demonstrate acceptable performance. The determination of the appropriate length of time for an employee to improve should be determined on a case by case basis. Individual supervisors are in the best position to understand the work requirements of their unit and the nature of the employee's duties and responsibilities and, therefore, to exercise judgement in determining how to reasonably structure the employee's opportunity to improve.

**Section 3.** Procedures.

- a. Any time that an employee fails to meet established levels of performance, the supervisor must notify the employee in writing of the specific elements for which performance is unsatisfactory. The employee will also be informed of the level of performance that must be attained and the time that will be allowed to provide a reasonable opportunity to achieve the required level of performance. A tool that in some cases can help in accomplishing this, is a formal, written performance improvement plan. Such a plan provides a structured means of identifying the areas of deficiency and laying out a plan for improving the employees' performance. In all cases, the employee should be given every assistance to achieve acceptable performance.
- b. An employee, whose performance has been determined to be unsatisfactory after being afforded an opportunity to improve, is entitled to a 30 calendar day advance notice of the proposed action to be taken. The notice will include a statement identifying the performance requirements which the employee failed to meet and what action was taken to assist the employee in improving. The notice will also inform the employee of the specific action proposed to be taken, the right to reply orally and in writing to the proposed action within ten calendar days with the

assistance of a Union representative; and that a written decision on the proposed action will be issued.

- c. The written decision on the proposed action will be issued by the Employer to the employee as soon as practicable following expiration of the reply period. The written decision will notify the employee of the specific action to be taken and the effective date of the action. The employee also will be informed in the decision of the right to grieve the action under the negotiated grievance procedures with the assistance of a Union representative, and the applicable time limit to submit such a grievance.

## **Article 25**

### **Discipline**

**Section 1.** In accordance with Department of the Army, AR 215-3, the parties agree that discipline is the responsibility of the Employer. Maintenance of discipline will be achieved, to the maximum extent possible, through cooperation, fairness, good supervisory practices, and adherence to reasonable standards of conduct. Responsible judgement must be exercised in selecting among the variety of disciplinary penalties which may be imposed. The seriousness of the offense, the past records of the employee, the circumstances contributing to the offense, the probable effectiveness of the penalty in stimulating improvement, the reasonableness of the penalty, the time period since a previous-like offense, and the influence of the penalty on the morale of other employees, all must be considered in reaching a decision on the action to be taken. In all cases, disciplinary actions should be initiated on a timely basis. If an employee has been disciplined for an offense, no further disciplinary action will be proposed against that employee for the same offense. Action may be proposed for a similar or repeated offense. In addition, prior offenses may be used in support of a charge to show patterns of conduct or behavior and prior disciplinary action may be used in determining penalty for a current offense.

#### **Section 2.** Informal Counseling Actions.

- a. Oral Admonitions. An oral admonishment should be employed as promptly as may be necessary in situations of a minor nature involving violation of a rule, regulation, standard of conduct, safety practice, or authoritative instruction. An employee's supervisor is responsible for maintaining discipline in his/her organization and, therefore, is the most appropriate individual to admonish a subordinate employee. To be most effective, it should be conducted promptly, in private, and in an informal manner without embarrassing the employee in front of his co-workers. The employee should be advised of the specific infraction of breach of conduct, exactly when it occurred, and be permitted to explain his/her conduct or act of commission or omission.

#### **Section 3.** Formal Types of Disciplinary Actions. Disciplinary actions may consist of written reprimands, suspensions from duty without pay, or separation for cause.

- a. Letters of Reprimand.

- (1) When a supervisor considers that formal disciplinary action may be required to correct misconduct on the part of a subordinate employee, the supervisor should obtain all available information concerning the alleged misconduct. The supervisor should then discuss the incident with the employee to:

- (a) Insure that all relevant facts are known to both parties.
  - (b) Afford the employee the opportunity to explain the basis for his/her actions, and
  - (c) Advise the employee that disciplinary action is under consideration. Since disciplinary action could result from this interview, the employee must be provided the opportunity to be accompanied by a Union representative if he/she is a member of a bargaining unit and requests representation. The meeting will be conducted within a reasonable amount of time, typically two work days. If the employee presents a satisfactory explanation for his or her conduct, the matter will be closed and the employee so advised. If the employee fails to provide a reasonable explanation for the misconduct, the supervisor will prepare a memorandum for the record of the meeting and initiate disciplinary action.
- (2) When a determination is made that a formal written reprimand is necessary for the reasons cited above, the supervisor will prepare the letter of reprimand in draft and submit it to the NAF Personnel Office for technical review. The NAF Personnel Office will assure that the letter of reprimand is consistent with governing regulations and local disciplinary policy and practices before delivery of the letter to the employee. The letter of reprimand will be prepared for the signature of the appropriate supervisor and will contain the following:
- (a) A description of the offense, in sufficient detail, to enable the employee to understand fully the violation, infraction, conduct, or offense for which he/she is being censured. Such specifics as time, place, dates, and events should be included in support of the incident giving rise to the disciplinary action.
  - (b) In the event the reprimand is a follow-up of previous offenses and the action is considered as a continuation of constructive discipline, the former incidents will be restated. Additionally, if the employee failed to take any remedial action previously agreed to, that fact will be included.
  - (c) In cases where it is determined to be advantageous for preventive purposes, a warning that future misconduct may result in considering a more severe disciplinary measure will be included.
  - (d) If appropriate, advice regarding assistance available to the employee for remedial purposes or as a means to help overcome the deficiency and avoid future recurrence. Additionally, the employee will be informed regarding any specific action required.
  - (e) That the reprimand will remain in the employee's OPF for a specified

period (no more than two (2) years) unless sooner removed by the employee's supervisor.

- (f) Information regarding the right to request a review of the action within ten (10) calendar days after delivery of the letter of reprimand (see 4 below).
- (3) A formal written reprimand is nonpermanent in nature and must be withdrawn from the official personnel folder:
  - (a) Upon expiration of the period specified in the letter of reprimand.
  - (b) Upon separation of the employee from the rolls of the employing activity.
  - (c) Upon determination through an appropriate adjudicatory procedure that the reprimand is unwarranted and must be withdrawn.
  - (d) Upon determination by management that the reprimand should be withdrawn.
  - (e) At the time that a reprimand is withdrawn from the official personnel folder, a review should be made of personnel and supervisory records and files, and all references to the reprimand removed.
- (4) A review of the issuance of a letter of reprimand will be made under the following circumstances:
  - (a) In the event an employee requests a review of the issuance of a letter of reprimand the request must be made within ten (10) calendar days of receipt of the letter. This request must be presented to the supervisor next above the issuing supervisor orally or in writing. The right to representation will be the same as stated in Article 11.
  - (b) The review process will not include calling of witnesses unless determined by the reviewing official to be essential to a full and fair review of the action. The review decision will be issued promptly in writing and will address all issues raised in the request for review. If dissatisfied with the written decision of the reviewing official, the bargaining unit employee may submit a grievance in writing to the next level supervisor within ten (10) calendar days following receipt of this decision.

b. Suspensions.

- (1) A suspension is a period of time authorized by AR 215-3 during which an employee is placed in a temporary non-duty, non-pay status as a disciplinary measure. The supervisor of an employee is the individual primarily responsible for initiating suspensions. Notices of proposed suspension and notices of decision to suspend an employee will be

prepared and signed by the supervisor and upon technical review by the NAF Personnel Office, delivered to the employee.

- (2) An advance notice of the proposed suspension will be issued as far in advance of the action as feasible, but it must be issued in all ordinary cases in time to allow for an advance notice period of ten (10) calendar days.
  - (3) The notice of a proposed suspension must: specify the earliest date the proposed suspension will begin and its duration; state all reasons supporting the proposed action specifically and in detail; inform the employee of the right to review any material relied on as a basis for taking the proposed suspension and where it can be reviewed; advise the employee he/she may reply in person, in writing, or both; and inform the employee that he/she may be accompanied by a chosen representative when presenting an oral reply. It will also inform him/her that the reply will be considered in reaching a decision on the proposed action if filed within the five (5) calendar day period following receipt of the notice. It will identify the person to whom to address a reply (usually the supervisor who signed the notice).
  - (4) If the employee makes a timely reply, it will be given consideration prior to any decision to effect the proposed action. If a decision is made that the proposed action will not be effected, the employee will be notified in writing. If the decision is to effect the proposed suspension, a notice of decision to effect the suspension will be delivered to the employee on or before the time the suspension becomes effective. DA Form 3434 (Notification of Personnel Action) is not prepared for suspensions.
  - (5) The notice of decision to effect the suspension must inform the employee of the reasons for the action, and of the right to file a grievance, provided it is filed not later than 15 calendar days after the effective date of the suspension. The reasons for the action stated in the letter of decision must be the same as those stated in the notice of proposed action, unless it has been determined that one or more of the reasons are no longer considered as justifying the decision. The decision may not be based on a reason which was not included in the notice of proposed action.
- c. Separation for cause. Separation for cause will be taken only for such reasons as will promote the efficiency of the Service.
- (1) Notice of proposed separation for cause and subsequent decision letters will be prepared and signed by the supervisor and upon technical review by an official of the servicing NAF Personnel Office, delivered to the employee.
  - (2) An employee against whom a separation for cause is proposed will be

given at least 30 calendar days' advance notice of the proposed action with the following exception. The full 30 days' advance written notice is not required for a separation when the circumstances are such that retention of the employee is an active duty status during the notice period may be injurious to the employee, his or her fellow workers, or the general public; may result in damage to property or loss of funds; or because the nature of the employee's offense may reflect unfavorably on the public perception of the Army. Under these circumstances, when the situation required immediate action, the employee may be placed in a non-duty status with pay (within the employee's basic workweek). The advance notice of proposed separation will provide not less than five (5) calendar days for the employee to reply and such time as would be reasonable under the circumstances for the separation to be effective.

- (3) When the full 30 day advance notice period is required, the notice will state that the proposed action will be made effective not earlier than 30 days from the date of receipt of the Letter of Proposal. If the full 30 day advance notice period is not required, the notice will state the specific date on which the proposed action will become effective.
- (4) In computing the advance notice period, the day the notice is delivered and the effective date of the separation will not be counted in the 30 day notice period.
- (5) A Separation for Cause will be effective at midnight on the date specified in the notice of decision, unless a different time is specified in the notice.
- (6) The notice of proposed Separation for Cause will:
  - (a) State specifically and in detail the reasons supporting the proposed action, including names, dates, times, and places.
  - (b) Include a detailed statement on any part of the employee's past record which is considered as contributing to the severity of the proposed action.
  - (c) Inform the employee of the right to review the material relied on as a basis for taking the proposed separation and where it can be reviewed.
  - (d) Inform the employee regarding the right to reply orally, in writing, or both with or without representation, and to submit affidavits in support of the reply.
  - (e) Identify the person to receive the written and/or oral reply.

- (f) Specify the time limit for submission of the reply, which will normally not exceed 15 calendar days.
  - (g) Inform the employee regarding official time permitted without loss of pay or charge to leave for preparation of the reply.
  - (h) Inform the employee that the reply will be considered before a final decision is made to effect, modify, or cancel the proposed action and that he/she will be notified in writing of the final decision.
- (7) The notice of proposed action should be delivered personally to the employee and, if possible, a written acknowledgment of receipt obtained. If the notice must be delivered by mail, provision must be made to obtain a receipt of delivery. When the NAFI issuing the notice has made every reasonable effort to effect delivery and it is evident that the employee acted to evade timely delivery or acceptance of the notice, the notice is valid as far as the issue of delivery is concerned.
- (8) If the employee chooses to reply to the advance notice orally, he/she will be afforded an opportunity to be heard and may be accompanied by a representative if desired. He/she will be permitted to make any presentations felt relevant and which he/she believes should be considered before the final decision. The right of making a reply in person does not include the right to a hearing with testimony from witnesses for both sides of the controversy, but is an opportunity for refutation of the advance notice. When a reply is made in person, a written summary will be made of the personal reply and, if possible, the employee's signature will be added to it as an indication that he/she agrees with the accuracy of the reply.
- (9) When a reply is received from an employee against whom a separation is proposed, the official rendering the decision will give it careful, detailed, and objective consideration. The proposed action may be withdrawn, or a less severe one substituted without issuing a new notice. The action decided upon may not be based on reasons not specified in the initial notice of the proposed action. If any additional reason or reasons are used to support the action, a new notice of proposed action is required which will specify a new advance notice period.
- (10) The notice of decision will be reviewed for technical compliance prior to dispatch by the servicing NAF Personnel Office. It will be dated and in writing and will be issued promptly after the decision is made. When a decision to separate is being conveyed, a DA Form 3434 effecting the separation will be enclosed with the notice of decision.

(11) Each notice of decision will include the information indicated in (a), (b), and (c) below, and when the proposed action is not withdrawn, in (d), (e), and (f) below.

(a) Include the date the notice of proposed action was issued.

(b) Identify each reason for the action which was included in the notice of proposed action and clearly identify each reason relied on to support the action and which were not sustained.

(c) State the decision.

(d) Inform the employee he/she has the right to grieve the action under the negotiated grievance procedure at Step 3, and that the grievance must be filed before the expiration of the ten (10) calendar day period immediately following the effective date of the action.

(e) Furnish the exact name and address of the person or office to which the grievance should be addressed.

(f) Specify the date on which the action will be effective.

### **Section 3. Records.**

- a. Location of Records. Letters of Reprimand and employee's reply will be placed on the left side of the employee's Official Personnel Folder. A Letter of Reprimand will not be placed in the Official Personnel Folder when a grievance has been initiated until a decision is made on the grievance. Letters of Reprimand may be removed from the personnel folder at any time the supervisor feels the employee has made sufficient progress to warrant such removal. Letters of decision to suspend or separate an employee from his/her position for disciplinary reasons, notices of proposed actions and replies will be retained as permanent records on the right side of the employee's Official Personnel Folder.
- b. Release of Information. An exact copy or an extract of the actual language of a written reprimand, notice to suspend, or notice to separate for cause normally should not be released to sources other than authorized Federal or NAFI officials without the written consent of the person who received the disciplinary action. However, upon a determination of legitimate interest and upon a determination that the release would not be prohibited by law, the reason shown on the DA Form 3434 (for a separation for cause) or a brief statement of the nature of the offense and the specific disciplinary action imposed may be furnished without the consent of the employee. An incident which did not lead to separation should be of interest only to a Federal or NAFI Employer; therefore, the employee's right to privacy should

be the paramount consideration in determining whether to release information on admonition actions to other employees or individuals. In all cases, there should be determination that the person requesting the information has a legitimate interest in it. For specific guidance refer to AR 340-21, the Army Privacy Program.

- c. Table of Penalties. The penalties for delinquency or misconduct are located in AR 215-3.

## Article 26

### Separation

**Section 1.** In accordance with Department of the Army, AR 215-3, and Department of the Army Modernization Guide, the parties agree that employees may be separated under the following conditions:

- a. Flexible employees may be separated with an advance notice of seven (7) calendar days. DA Form 3434 may be used to provide notice. Such separations are not grievable, (except under Article 11, Section 3p), and are taken without prejudice, and do not preclude reemployment.
- b. Limited Tenure employees may be separated prior to the projected expiration date with a minimum 14 calendar day advance notice. No advance notice is required upon completion of the projected period. Separation of Limited Tenure employees is not grievable.
- c. An employee who fails to report for duty and is carried in an AWOL status for three (3) consecutive scheduled work days may be separated for abandonment of position. No advance notice of any kind is required prior to effecting the separation. If the employee presents reasons acceptable to the Employer for his/her absence, the abandonment of position action will be rescinded and the employee restored to duty.

## Article 27

### Safety and Health

**Section 1.** General. The Employer shall provide safe and sanitary working conditions and equipment in consonance with the standards promulgated under the Occupational Safety and Health Act of 1970 (OSHA) and applicable Department of Defense and Department of Army regulations. In consonance with Chapter XVII Title 29, Department of Labor Rules and Regulations, the Employer shall post and keep posted a notice or notices informing employees of the protections and obligations provided for in the Occupational Safety and Health Act. When Union officers and stewards are involved in representation duties, negotiations, or discussions pursuant to this Article they shall be on official time if otherwise in an active duty status.

**Section 2.** Safety Inspections. Appropriate personnel as determined by the Employer will inspect all work places at least annually, and upon request of a Union official, to insure compliance with Department of the Army Occupational Safety and Health guidance. A Union representative shall have the right to participate in the inspections on official time. The Union will be provided a copy of these safety inspection reports, consistent with Privacy Act requirements.

**Section 3.** The Employer will provide suitable protective clothing, equipment, and safety devices for employees engaged in activities requiring same in consonance with standards promulgated under OSHA and applicable Department of Defense and Department of Army regulations. Repair of issued safety and environmental clothing will be provided by the Employer. Protective clothing and equipment issued to an employee which is in need of repair shall immediately be reported to the employee's supervisor.

**Section 4.** The Employer will make every effort in accordance with law and regulation to insure that employees shall not be required to work in an environment which the Occupational Health Office has determined to be unsafe to the continued health of the employees affected.

**Section 5.** The Employer will exert efforts to see that employees work safely, and employees will report any observed unsafe or unhealthy conditions to the employee's immediate supervisor. Stewards and other representatives of the Union, in the course of performing their normally assigned responsibilities, are encouraged to observe and report unsafe practices, equipment, and conditions, as well as environmental conditions in their immediate areas which may represent health hazards. The Employer will assure that no restraint, interference, coercion, discrimination, or reprisal will be practiced as a result of an employee's reporting of an unsafe practice or condition.

**Section 6.** The Employer shall make every effort in accordance with law and regulation to insure that no employee shall be required to perform any work on a machine or in an area where conditions exist that are unsafe or detrimental to health as determined by

either the Safety Division or the Occupational Health Office. The Employer also will make every effort in accordance with law and regulation to insure that no employee shall be required to work alone or without a co-worker in any area which has been identified by the Safety Division as an area in which it is dangerous to work alone.

**Section 7.** Employees will promptly report conditions which may be detrimental to their health and safety. If there is any doubt regarding the safety of existing working conditions, the problem will be referred to the appropriate Safety or Occupational Health official for a ruling. When it is not possible to obtain Employer concurrence beforehand, an employee may decline to perform his or her assigned task because of a reasonable belief that under the circumstances the task poses an imminent risk of death or serious bodily harm coupled with reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures. In such case the employee will notify the Employer as soon as possible. The employee may grieve the decision of the Safety Division or the Occupational Health Office within fifteen (15) days of the decision, or if no decision has been rendered, within thirty (30) days of the incident, at Step 3 of the negotiated grievance procedure.

**Section 8.** When a health and safety hazard is identified, appropriate disposition of identified hazards will be accomplished in accordance with OSHA, 29 C.F.R 1910 and 1960, and Department of Army regulations. Posting of notices of hazard will be accomplished in accordance with 29 C.F.R. 1910 and 1960.

**Section 9.** On-the-job Injury or Illness. Employees will report to their supervisor as soon as possible regarding all injuries or illnesses which occur on the job. If the employee is physically unable to do so, this may be accomplished by a Union representative or personal representative.

- a. In case of serious on-the-job injury or illness or death of an employee, the employee's supervisor shall notify the appropriate Union steward as soon as practicable.
- b. Upon becoming aware that an employee under his/her supervision has suffered an on-the- job injury, the supervisor will insure that the employee receives prompt medical treatment as required. The employee then will be counseled by his/her supervisor on the procedures for filing claims for benefits under the Nonappropriated Fund Instrumentalities Act. The supervisor will insure to the extent possible that forms are properly completed. A Union steward may be in attendance for this counseling. Additional counseling will be provided by a representative of the NAF Personnel Office if the employee desires to make an appointment for this purpose.
- c. The Employer and the Union agree that bargaining unit employees and their supervisors should cooperate in promptly and correctly completing appropriate report forms and any other necessary documents, and will forward them to the NAF Personnel Office. The Employer shall process and promptly forward to the

Office of Workers' Compensation Programs employee and Employer documentation required when an employee sustains an on-the-job injury or contracts an occupational disease and elects to file a claim.

- d. Every reasonable effort will be made by the Employer to provide work assignments to employees who have been injured on the job or otherwise disabled, when it has been determined by the Employer's medical authority that they are *able* to resume work. The Employer agrees that where differences of medical opinion occur, necessary consultation between the Employer's and employee's medical authorities will be undertaken, to include consultation with medical specialists as required.

**Section 10.** Health Services and Preventive Medicine. The Employer agrees to provide immunization against communicable diseases to all employees requesting it where it is authorized by the Health Clinic Commander. As required by proper medical authority, complete physical checkups will be provided for employees engaged in work that is considered to be hazardous to their health or safety. The extent and frequency of the exams will be determined by the appropriate medical authority. Employees are authorized all available services and benefits provided for in applicable law and regulation.

**Section 11.** Training. Although employees are basically qualified to perform their duties, the Employer recognizes the need for specific training and update training to promote employee safety and a minimum loss of staff hours due to preventable injuries. The Employer agrees to consider training as a means to insure that all bargaining unit employees are informed of safe working habits and practices appropriate to their jobs. Additionally, supervisors shall instruct employees in safe working habits, practices, and procedures with regard to specific job assignments and shall insure that manuals and regulations relating to safety and health are available to all employees

**Section 12.** In the event that the parties agree that a particular work situation may warrant hazard pay differential, but is not covered by an existing hazard pay category established by the Office of Personnel Management, action will be taken to request establishment of an additional category.

## Article 28

### Employee Assistance Program

**Section 1.** The Employer agrees to conduct its Employee Assistance Program in accordance with the requirements of applicable laws and regulations.

**Section 2.** The Employer and the Union both recognize alcoholism and drug abuse as illnesses which are treatable, and both agree that employees with these problems will be offered assistance to overcome them through the Employee Assistance Program. The parties also recognize that medical or behavioral problems of an employee and/or members of his/her immediate family, including alcoholism and drug abuse, can interfere with an employee's job performance, attendance, or conduct. Employees with these illnesses shall receive the same careful consideration and respect as employees who have other illnesses. It is also recognized that it is in the best interests of both the Employer and the Union to assist bargaining unit employees in recovering from these illnesses. The Union therefore agrees to support the Employee Assistance Program of the Employer.

**Section 3.** Participation by bargaining unit employees in all aspects of the Employee Assistance Program is voluntary. No unit employee will have his/her job security or promotional opportunities jeopardized by his/her request for counseling or referral assistance, except as may be limited by applicable law. The confidential nature of records of unit employees enrolled in the Employee Assistance Program will be preserved in the same manner as medical records. These records will not become part of the employee's Official Personnel Folder.

**Section 4.** The Employer is concerned with the accomplishment of agency missions and the essential need to maintain employee productivity and has no interest in employee's private lives. However, the Employer and the Union agree that when alcohol or drug abuse or other personal problems of the employee interfere with the efficient and safe performance of the employee's assigned duties, reduce dependability, or result in unacceptable conduct, this becomes the legitimate concern of the Employer.

**Section 5.** The Employee Assistance Program has been established by the Employer to provide non-disciplinary procedures by which an employee with alcohol or other drug problems, or personal difficulties is offered counseling, referral, and rehabilitation assistance in order to return his/her job performance, attendance, or conduct to acceptable levels. However, the parties agree that continued unsatisfactory work performance, attendance, or conduct related to these problems, in cases where the employee refuses rehabilitation assistance, or fails to achieve satisfactory results in rehabilitation, will result in the Employer taking corrective action in accordance with law and applicable regulations.

**Section 6.** Supervisors of bargaining unit employees will be alert to any deterioration in the performance, attendance, or conduct of assigned employees, and will document specific instances in which a bargaining unit employee's work performance,

attendance, or conduct fails to meet minimum standards, or instances in which the employee's pattern of performance appears to be deteriorating. If the Employer reasonably believes that the employee's deficiencies are related to alcohol, drug, or personal problems, the Employee Assistance Program office may be consulted for advice and recommendations. The Employer then will conduct an interview with the employee which focuses on noted deficiencies in attendance, performance, or conduct, and will advise the employee of the existence of the Employee Assistance Program. This interview will emphasize work deficiencies, and no attempt will be made to diagnose the personal or health problems of the employee. If the employee voluntarily acknowledges a personal or health problem which is adversely affecting work performance and requests the services of the Employee Assistance Program, the Employer will refer the employee, and will advise him/her that the Union is available to assist the employee in this effort. The employee shall be granted Union representation at the initial counseling session upon request.

**Section 7.** If the employee declines to participate in the Employee Assistance Program, and performance, attendance or conduct deficiencies continue, the supervisor will advise the employee that he/she has a choice of either entering the Employee Assistance Program and seeking assistance, or accepting the consequences of disciplinary or adverse action for continuing deficiencies.

**Section 8.** If the employee enters the Employee Assistance Program, counseling, referral, and rehabilitation assistance will be provided in accordance with applicable regulations. The initial counseling session with a designated Employee Assistance Program representative shall be conducted on official duty time. The employee may be granted sick leave, annual leave, or leave without pay for any subsequent medical treatment and rehabilitation under the Employee Assistance Program.

**Section 9.** Initiation of disciplinary and adverse actions for performance, attendance, or conduct deficiencies related to alcohol or other drug abuse will be postponed for ninety (90) consecutive calendar days only for employees who enroll in and satisfactorily progress in the Employee Assistance Program, unless retention in a duty status might result in damage to Government property or personal injury to the employee or others. Information pertaining to the employee's enrollment and progress in the program can be obtained only with the employee's consent.

Suspension of disciplinary or adverse actions for 90 days will apply only to employees who have a signed consent form (DA Form 5017-R) on file. If the employee refuses rehabilitation assistance, or upon completion of the 90 day period fails to achieve satisfactory performance, attendance, or conduct, appropriate adverse action may be taken. Previously initiated adverse actions in which the final decision letter has not been issued to the employee will be postponed upon the employee's enrollment in the Employee Assistance Program, provided the employee has not previously refused rehabilitation assistance. Such adverse action may be continued if, at the end of the 90 consecutive calendar days rehabilitation period, job performance, attendance, or conduct is unsatisfactory, or if at any time during the 90 day rehabilitation period the employee refuses such assistance. Once an adverse action has been initiated against

an employee who previously refused rehabilitation assistance or did not successfully complete rehabilitation, the proposed adverse action need not be delayed as a result of the employee's subsequent request for rehabilitation.

**Section 10.** As required, the Employer will publicize the Employee Assistance Program, to include assurances of confidentiality for participants. Supervisory and employee training regarding the Employee Assistance Program will be presented when deemed necessary by the Employer. Union officers and stewards may attend such training offered to supervisors.

**Section 11.** The Employer agrees that employees seeking assistance for problems other than alcohol or drugs will be entitled to assistance in accordance with the provisions of AR 600-85.

## **Article 29**

### **Incentive Awards**

**Section 1.** The parties agree to promote and support the Incentive Awards and Suggestions programs of the Employer as specified in AR 672-20. The Union shall demonstrate this support by encouraging participation through the submission of suggestions through proper channels, and by distributing or displaying publicity material which may be provided by the Employer.

**Section 2.** The Employer agrees to publicize the Incentive Awards Program, and to insure that all awards are presented in appropriate ceremonies. The Employer will schedule a presentation of an award and the award will be presented by an appropriate official in the presence of co-workers.

**Section 3.** The Employer and the Union agree criteria set forth in AR 672-20, AR 215-3, and WSMR written charter for Incentive Awards will be utilized.

## Article 30

### Training

**Section 1.** The Employer and the Union agree that training and development of employees in the bargaining unit covered by this agreement are matters of importance and mutual concern.

Consistent with its needs and subject to budget and travel limitations, the Employer will conduct a training and development program for bargaining unit employees in accordance with applicable laws and regulations.

**Section 2.** The Employer will identify training needs of bargaining unit employees and, consistent with its needs and subject to budget and travel limitations, will endeavor to provide training or retraining opportunities which will improve individual job-related skills and will contribute to overall mission accomplishment. To assist in the identification of these training needs, supervisors and bargaining unit employees will discuss training requirements at least once annually.

**Section 3.** The Union will encourage bargaining unit employees to keep abreast of changes occurring in their occupations, and to improve their career potential through self-development efforts.

**Section 4.** A bargaining unit employee who is required to provide on-the-job training to an employee may request assistance from his/her supervisor in order to accomplish the scheduled workload in a timely fashion.

## Article 31

### Labor-Management Relations Training

**Section 1.** It is agreed that the Employer will, consistent with the workload demands, approve the request of duly elected or appointed officers and stewards of the Union for leave for the purpose of attending Union conventions, conferences, seminars, and training sessions. Absences by Union officers and stewards for such Union-sponsored activities will be charged to annual leave or leave without pay, as appropriate, when the subject matter and purpose of these meetings are identified by the Employer as being internal Union business.

**Section 2.** Where the subject matter and purpose of a Union training session are identified by the Employer as being of mutual concern to the Employer and the employee in his/her capacity as a Union representative, and the Employer's interest will be served by the attendance of the Union representative, administrative leave will be granted by the Employer. The Employer agrees to grant 160 hours administrative leave per calendar year to the Union for such training, provided that administrative leave for this purpose shall not exceed 40 hours per 12 month period for each Union representative for such training.

**Section 3.** Requests for administrative leave to permit Union officers and stewards to attend a Union-sponsored training session must be made in writing at least two (2) weeks in advance by the Union to the Employer. Such requests will contain information about the purpose and nature of the training, location and dates of the meeting, and an agenda.

## Article 32

### Contracting Out

**Section 1.** The Employer will meet and discuss with the Union any review of a function for contracting out within the bargaining unit, prior to any such review. The Employer will accept and consider input and recommendations from the Union regarding data to be included in the Performance Work Statement (PWS), prior to its finalization, and will consider the views of the Union regarding other aspects of the contracting out study throughout the process. Throughout the contracting out decision process the Employer will provide to the Union material requested and allowable for release under government regulations and the Freedom of Information Act.

**Section 2.** The Employer agrees that any contracting out of work normally performed by bargaining unit employees will be in accordance with applicable laws.

**Section 3.** The Employer will notify the Union promptly after a final decision has been made on contracting out of work performed by bargaining unit employees. When a decision is made to contract out work performed by bargaining unit employees, the Employer will negotiate with the Union with respect to the impact of the contracting out on bargaining unit employees, and will make reasonable efforts to minimize the adverse consequences of its decision on those employees. The Employer agrees to consider retraining and reassignment for those bargaining unit members who might otherwise be separated under Business Based Actions (BBA) procedures, consistent with the remaining mission requirements and staffing needs of the Employer.

## Article 33

### Business Based Actions

**Section 1.** In accordance with Department of the Army, AR 215-3, Department of the Army Modernization Guide, and NAF Business Based Actions Policy, 10 May 95, the parties agree that reductions and realignments will be given top management attention in order to decrease adverse effects on employees and on the future effectiveness of the activity involved. Careful planning is necessary to lessen the impact, prepare employees, and to forestall administrative problems caused by hasty actions. Good employer- employee relationships require that management show concern for the employee's problems, morale, and economic security. The Employer agrees to inform the Union of an impending BBA affecting bargaining unit employees as far in advance of the BBA notices as practicable. Impact bargaining shall commence upon request of the Union in accordance with Article 10, Negotiations.

**Section 2.** Business Based Actions (BBA) apply to all regular employees, and also those flexible employees who have been on the rolls of the NAFI for three continuous years. The Competitive Area for BBA actions will be limited to the activity in the BBA, e.g., Community Club, Billeting, etc. Due to the distance involved, the Stallion Range Center eating facility is in a separate competitive area from the main installation Community Club. A Competitive Level is comprised of all employees who have the same pay plan, occupational series, and the same grade/level in a specific activity. All employees to be affected will be informed simultaneously. This will normally be done by written notice. An advance group meeting is recommended so that employees may ask questions and receive answers. The Union President will be notified of any such meeting. In no case will a BBA be used to separate, demote, or reduce pay or hours for inadequate performance, or disciplinary reasons. The NAF Personnel Office will attempt to place an excess employee into any vacant position for which he or she is qualified. There is no authority to displace or bump another employee. BBA actions include, but are not limited to:

- a. Reduction in pay rate. This action may only be taken on NF employees and requires minimum seven (7) calendar day advance written notice for both regular and flexible employees.
- b. Reduction in pay level/grade. An NF employee may be reduced in pay level and an NA, NL, or NS employee may be reduced in grade only in consonance with a change to a lower graded position. A minimum advance written notice of seven (7) calendar days is required.
- c. Reduction in scheduled hours of work. Regular part time employees will be given a minimum of seven (7) calendar days advance written notice. Flexible employees will be given a minimum 24 hours advance verbal notice.

- d. Change in employment category. An advance minimum written notice of 30 days will be given when a regular full time employee is changed to regular part time or flexible, when a regular part time employee is changed to flexible, or when a regular employee is changed to seasonal.
- e. Furlough. Furlough is a non-duty, no-pay status, and is appropriate only for regularly scheduled employees. During a furlough period no type of leave, except leave without pay, may be used. Advance written notice will be provided that is equal to the length of the furlough up to a maximum of 30 days. For furloughs in excess of 30 days, a 30 day notice is required.
- f. Separation. Regular employees will receive a minimum 30 days advance written notice. Flexible employees will receive a minimum seven (7) calendar day advance written notice.

### **Section 3. Procedures.**

- a. When it becomes necessary to reduce or realign the work force, the head of the activity will obtain the concurrence of the Directorate of Community Activities (DCA) prior to initiating any actions. The determination of the positions to be affected, and the type of personnel actions required will be made by the head of the activity. Such decisions will consider the cause of the reduction or realignment, whether it is a temporary or permanent situation, the importance to the activity of the various functions, and the changed mission or organization. In some cases identification of specific positions or functions may be sufficient to determine which employees will be affected. Managers will prepare and submit a DA 4017 for each position to be affected to the NAF Personnel Office. In those cases in which more than one employee is assigned to the same position by title and grade, a competitive level list will be developed.
- b. The ranking on a competitive level list will include credits for performance, seniority, training, and overall value, as follows:
  - (1) One (1) point for each year (or percentage of a year) of DOD NAF service (includes AAFES).
  - (2) The employee's last two (2) performance (not probationary) appraisals dated within the last five years with the points as:
    - (a) Outstanding Rating = 3 points
    - (b) Excellent Rating = 2 points
    - (c) Satisfactory Rating = 1 point (In the absence of a performance rating a Satisfactory rating will be presumed).

- (3) One thru five points for training (five being the highest possible).
- (4) One thru five points for overall value (five being the highest possible).
- c. The NAF Personnel Office will forward rating forms to the activity manager who must rate the training and overall value points for each affected employee in order to complete the Competitive Level List. Upon completion of the Competitive Level List, the NAF Personnel Office will prepare BBA letters for the activity manager's signature and distribution to the employees within the required notice period.

**Section 4. Severance Pay.**

- a. Entitlement. Regular employees who have completed at least 12 consecutive months of regular service will receive severance pay when as a result of a BBA:
  - (1) A regular full time appointment is changed to regular part time and the employee declines the part time appointment and is separated.
  - (2) A regular full time or part time appointment is changed to flexible.
  - (3) A regular full or part time appointment is changed to seasonal and the employee declines the seasonal position and is separated.
  - (4) The rate of pay is reduced and the employee declines the reduced rate and is separated.
  - (5) An employee is separated.
  - (6) An employee who is to be furloughed for a period greater than 60 days declines the furlough and is separated.
- b. Reemployment Priority List. The NAF Personnel Office will maintain a reemployment priority list of regular employees who were separated by BBA for one (1) year from date of separation. When a regular vacancy occurs at the same level and duties of their former position, the employee will be non-competitively offered the position. If more than one (1) person is eligible, the one with the earliest date of separation will be offered the position. An employee separated from a regular full time position will be deleted from the Reemployment Priority List if he/she accepts or declines a regular full time position with a representative rate the same or higher than that of the position from which he/she was separated. Under the same criteria, a former part time employee will be removed from the list when he/she accepts or declines a regular full or part time position. A person on

the list will also be offered priority consideration for positions in other NAFI's if the vacancy is being filled on competitive basis. DOD activities in the commuting area may exchange reemployment priority lists to effect this requirement.

**Section 5.** Grievance Procedures. Employees have a right to grieve at Step 3 within ten (10) calendar days after effective date of the BBA if they believe that regulations and procedures were not properly applied. An employee may not grieve management's decision to conduct a BBA.

## Article 34

### Reemployment Priority

**Section 1.** The Employer agrees that in a Business Based Action (BBA) of bargaining unit employees Reemployment Priority Lists will be fully utilized. The primary aim of this program will be to find a position in NAF for each affected bargaining unit employee commensurate with that employee's skills and experience. The NAF Personnel Office maintains a Reemployment Priority List for the White Sands area only.

**Section 2.** The NAF Personnel Office will maintain a reemployment priority list of regular employees who were separated by BBA for one (1) year from date of separation. When a regular vacancy occurs at the same level and duties of their former position, the employee will be non-competitively offered the position. If more than one (1) person is eligible, the one with the earliest date of separation will be offered the position. An employee separated from a regular full time position will be deleted from the Reemployment Priority List if he/she accepts or declines a regular full time position with a representative rate the same or higher than that of the position from which he/she was separated. Under the same criteria, a former part time employee will be removed from the list when he/she accepts or declines a regular full or part time position in the competitive area.. A person on the list will also be offered priority consideration for positions in other NAFI's if the vacancy is being filled on competitive basis. DOD activities in the commuting area may exchange reemployment priority lists to effect this requirement.

## **Article 35**

### **Smoking Policy**

**Section 1.** The Union agrees to support the established smoking policy of the Employer, and to solicit the cooperation of bargaining unit members (both smokers and non-smokers) in complying with the policy. Smoking is prohibited in the Employer's facilities, and those who smoke must do so outside, or in a designated smoking area.

## Article 36

### Pay Policy

**Section 1.** In accordance with Department of the Army, AR 215-3, Department of the Army Modernization Guide, Department of the Army Pay Band System Guide, and NAF Pay Policy, 1 Oct 96, the parties agree that employees will adhere to the following policies:

#### **Section 2.** General Policies and Procedures.

##### a. Appointment Categories

- (1) Employees hired under Flexible appointments are guaranteed no hours. Flexible hours may vary from day to day, and the employee may be called into work with little notice.
- (2) Employees hired under Regular Part Time appointments are guaranteed from 20-39 hours per week. Guaranteed hours will be stated at time of employment, and will be shown on the personnel action. Part Time employees are eligible for most of the Regular employee benefits. A booklet for Regular employee benefits will be provided upon appointment or conversion.
- (3) Employees hired under Regular Full Time appointments are guaranteed 40 hours per week, and are entitled to the full range of NAF Benefits. A booklet for Regular employee benefits will be provided upon appointment or conversion.

##### b. Pay Systems

- (1) The Federal Wage System includes crafts and trades employees paid by the locality rate based on the yearly Wage Survey. The positions are designated as NA, NL, and NS, and include waiters, food service workers, bartenders, laborers, custodial workers, etc.
- (a) The FWS contains Grades 1 through 19, and each grade level contains five steps. Initial employment will begin at Step 1, and after completing the required waiting periods subsequent steps will be attained. Within Grade Increases (WIGI's) will be received automatically from NAF Financial Services beginning with the next full pay period after the waiting period is complete. The waiting periods for step increases are as follows:
  - (1) Step 2 after 130 workdays (six months working full time)
  - (2) Step 3 after an additional 390 workdays (18 months working full time)

- (3) Steps 4 and 5 after an additional 520 workdays (two years working full time)
- (b) Yearly cost of living increases will be in June of each year. The increase amount is based on the Local Wage Survey completed in April.
  - (c) Promotions from one grade to the next higher will be a minimum increase of no less than the difference between steps 4 and 5 of the grade from which the employee is being promoted. Pay is adjusted in the new grade to the step that will equal or exceed this difference. Promotion of NA employees will typically be competitive, with the exception of trainees.
  - (d) Overtime for NA employees is one and one-half times the basic rate of pay for all hours over eight hours per day, and over 40 hours per week. NS employees are supervisors, and therefore exempt from FLSA.
  - (e) Night Differential is paid to all FWS employees in the amount of seven and one-half percent premium pay when the majority of scheduled, non-overtime hours fall between 3:00 p.m. and midnight. The rate is ten percent of a majority of hours worked between 11:00 p.m. and 8:00 a.m. When the scheduled hours of work meet the majority rule, premium pay is for the entire shift, exclusive of any overtime hours.
  - (f) Sunday Premium Pay is available to Regular Full Time employees. Premium pay consists of twenty-five percent of the basic rate of pay for the entire tour of scheduled non-overtime hours, with a maximum of 16 hours.
  - (g) Holiday Pay is available to all regularly scheduled employees. Regular Part Time employees with a basic workweek of less than five days have no entitlement to holiday leave except when a holiday falls on a scheduled workday. The employee must be in a pay status immediately before or after the holiday. Holiday pay consists of two times the basic rate of pay for non- overtime hours worked, not to exceed eight hours.
- (2) The NAF Pay Band System includes clerical, administrative, sales, technical, and professional positions. The positions are designated as NF, and include clerks, recreation aids and assistants, sales clerks, business managers, cashiers, etc.
- (a) The Pay Band System contains Levels 1 through 6, but does not have steps.
  - (b) Yearly cost of living increases will be in June of each year for NF Level 1 & 2, and the minimum of level 3. The increase amount is

- based on the Local Wage Survey completed in April each year. For Level 3 and above the yearly cost of living increase will be in January based on the General Schedule.
- (c) Promotions from one level to the next higher will be a minimum of five percent. Promotion of NF employees will typically be competitive, except trainees.
  - (d) Overtime for NF employees is one and one-half times the basic rate of pay for hours worked in excess of 80 hours per pay period.
  - (e) Night Differential is paid to all Pay Banded employees in the amount of ten percent premium pay for all scheduled, non-overtime hours that occur between 6:00 p.m. and 6:00 a.m.
  - (f) Sunday Premium Pay is available to all Regular Full Time employees. Premium pay consists of twenty-five percent of the basic rate of pay for non- overtime hours.
  - (g) Holiday Pay is available to all regular employees. The employee must be in a pay status immediately before or after the holiday. Holiday pay consists of two times the basic rate of pay for scheduled non-overtime hours worked.
- (3) The Caregiving Personnel Pay Program includes all Child Care positions. The positions are designated as CC.
- (a) The Caregiving Personnel Pay Program contains Pay Bands 1 and 2. Under Pay Band 1 are Levels 2 and 3, and under Pay Band 2 is Level 4.
  - (b) Yearly cost of living increases will be in January based on the General Schedule.
  - (c) Reassignment from Level 2 to Level 3 will be a minimum of six percent. Promotions from Pay Band 1 (Level 3 ) to Pay Band 2 (Level 4) will be a minimum of six percent. Promotion of CC employees will typically be non- competitive due to trainee levels.
  - (d) Overtime for CC employees is one and one-half times the basic rate of pay for all hours over 80 hours per pay period.
  - (e) Night Differential is paid to all Caregiving Personnel Pay Program employees in the amount of ten percent premium pay for all scheduled, non-overtime hours that occur between 6:00 p.m. and 6:00 a.m.
  - (f) Sunday Premium Pay is available to Regular Full Time employees.

Premium pay consists of twenty-five percent of the basic rate of pay for scheduled non- overtime hours, with a maximum of 16 hours.

- (g) Holiday Pay is available to all regular employees. The employee must be in a pay status immediately before or after the holiday. Holiday pay consists of two times the basic rate of pay for scheduled non-overtime hours worked.

## **Article 37**

### **Retirement**

**Section 1.** All Regular Full and Part Time bargaining unit employees will be allowed to participate in existing retirement plans at the activity.

## **Article 38**

### **Group Insurance Plans**

**Section 1.** All Regular Full and Part Time bargaining unit employees will be allowed to participate in existing group health and life insurance plans at the activity.

## Article 39

### Duration of Agreement

**Section 1.** When this agreement has been signed by the parties, it shall be submitted to the Defense Civilian Personnel Management Service (DCPMS) for approval in accordance with 5 U.S.C. 7114(c). The agreement shall remain in effect for a period of three (3) years from the date of its approval by the DCPMS, or the 31<sup>st</sup> day after it has been signed by the parties, if the agreement has been neither approved nor disapproved by that date. It shall be automatically renewed for three (3) year periods thereafter unless either party shall notify the other party in writing not more than 105 calendar days nor less than 60 calendar days prior to the termination date or any subsequent anniversary date of its desire to renegotiate the agreement. It is agreed that if such notice to renegotiate has been given, this agreement shall remain in full force and effect in order to provide the parties an opportunity to renegotiate the contract. Any amendments or supplements that may be subsequently negotiated shall remain effective concurrent with the basic agreement.

**Section 2.** Amendments and supplements to this agreement may be negotiated by mutual consent of the parties after a reasonable period of time from date of approval of the basic agreement, or may be negotiated at any time when such revisions are required by changes in applicable laws or the regulations of appropriate authorities.

**Section 3.** Within a reasonable period of time after a change in applicable laws or the regulations of appropriate authorities which affect the provisions of this agreement, the party requesting negotiation will notify the other party in writing of the necessity to amend or supplement the agreement, citing the pertinent law or regulation and the article(s) of this agreement affected. When such notice is given, representatives of the Employer and the Union will meet in accordance with Article 10, Negotiations, to negotiate the requested amendment(s) or supplement(s). Amendments and supplements will become effective on the date of approval by the DCPMS, or on the 31<sup>st</sup> day after signing by the parties, if they have neither been approved or disapproved by DCPMS.

## OFFICIAL TIME REPORT

- Instructions:
1. Supervisors will complete this form each time a Union representative uses official time for representational activities.
  2. Upon completion of form, return to NAF Personnel Office, Bldg. 501.
  3. Questions should be referred to NAF Personnel Office, 678-3195.

1. NAME OF OFFICIAL:

2. ORGANIZATION WHERE EMPLOYED:

3. TIME SPENT:  
BEGINNING:

DATE  
ENDING:

4. NAME OF UNION ACTIVITY (CHECK ONE)

- a. Contract Negotiations
  - (1) Basic, Renegotiations, Reopener
  - (2) Midterm (Include Impact & Implementation)
- b. On-Going Labor-Management Relationship
  - (1) Represent Union on Committee
  - (2) Unfair Labor Practice
  - (3) Representative-Disciplinary Action
  - (4) \_\_\_\_\_ Attend Formal/Weingarten Discussion
  - (5) \_\_\_\_\_ Other Representation Duties (Explain)
- c. Grievances and Appeals
  - (1) \_\_\_\_\_ Negotiated Grievance Procedure
  - (2) \_\_\_\_\_ Arbitration
  - (3) \_\_\_\_\_ All other grievances/appeals (Includes MSPB, EEO, DA)
- d. Travel and Per Diem
  - (1) Labor-Management Relations  
\_\_\_\_\_ Travel \_\_\_\_\_ Per Diem
  - (2) All Other (See c(3) above)  
\_\_\_\_\_ Travel \_\_\_\_\_ Per Diem

5. SIGNATURE OF SUPERVISOR:

6. UNION REPRESENTATIVE SIGNATURE:

