



NEGOTIATED AGREEMENT

between

FORT POLK, LOUISIANA

and

LOCAL R5-168 (NAF)



NATIONAL ASSOCIATION
of
GOVERNMENT EMPLOYEES

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Preamble

Pursuant to the provisions of Title VII of the Civil Service Reform Act (Public Law 95-454) this Agreement is made and entered into by and between Headquarters 5th Infantry Division (Mechanized) and Fort Polk, Fort Polk, Louisiana 71459-5000 hereinafter referred to as the Employer and the National Association of Government Employees, Local R5-168 (NAF) hereinafter referred to as the Union and collectively known as the Parties.

Throughout the Agreement, where the masculine pronoun is used, it is intended to include both the masculine and the feminine genders.

Throughout the Agreement, the asterisk (*) symbol is used to identify 5 USC 7106(b)(3) "appropriate arrangement" provisions.

Article I

Recognition and Coverage of Agreement

Section 1. Recognition.

The Employer recognizes the Union as the exclusive representative of all employees in the bargaining unit defined in Section 2 of this Article.

Section 2. Bargaining Unit

The Unit to which this Agreement applies includes all non-appropriated fund activities (NAF) employees of the Department of the Army, Headquarters, 5th Infantry Division (Mechanized) and Fort Polk, Fort Polk, Louisiana.

Section 3. Exclusions

Professional employees, supervisors, management officials, temporary employees with appointments of ninety (90) days or less and employees described in 5 USC 7112(b)(2)(3)(4)(6) and (7) are excluded from the Unit described in Section 2 above.

Article II

Provisions of Law and Regulation

In the administration of all matters covered by this Agreement, officials and employees are governed by existing and future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual and the appropriate Army regulations; by published agency policies and regulations in existence at the time the Agreement was approved; and by subsequently issued published agency policies and regulations required by law, or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.

Article III
Employer Rights

Section 1.

In the administration of all matters covered by this Agreement, the Employer retains the following rights:

- a. to determine the mission, budget, organization, number of employees and internal security practices of Fort Polk;
- b. to hire, assign, direct, layoff, and retain employees at Fort Polk, or to suspend, remove, reduce in grade or pay or take other disciplinary action against such employees;
- c. to assign work, make determinations with respect to contracting out and determine the technology, methods, means and personnel by which Fort Polk operations shall be conducted;
- d. with respect to filling positions, to make selections for appointment from -
 - (1) among properly ranked and certified candidates for promotion; or
 - (2) any other appropriate source;
- e. to take whatever actions may be necessary to carry out the mission of Fort Polk during emergencies;
- f. to determine the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project or tour of duty;
- g. to establish or modify personnel policies or practices or other matters within the discretion of the Employer except where specifically abridged by the terms of this Agreement; and
- h. to maintain the efficiency of government operations entrusted to it.

Section 2.

All rights, powers, prerogatives and authorities which have not been specifically abridged, deleted or modified by this Agreement are recognized as being retained by the Employer.

Section 3.

The Employer rights listed in this Article may not be abridged, violated, infringed upon or modified by any authority.

Article IV

Rights and Obligations of the Employee

Section 1. Basic Rights

Each employee has the right, freely and without fear of penalty or reprisal to form, join and assist any labor organization or to refrain from such activity. The freedom of such employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a union officer or steward.

Section 2. Employee Protections.

The Employer agrees that employees in the exercise of these rights shall be protected from interference, restraint, coercion, or discrimination by any representative of the Employer.

Section 3. Union Membership.

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 a payroll deduction.

Section 4. Right to Raise Personal Concerns

Nothing in this Agreement precludes an employee of the Unit, regardless of union membership, from bringing matters of personal concern to the attention of appropriate officials under applicable law, rule, regulation, or established agency policy or from choosing his own representative in an appellate action except when an action is challenged under the terms of this Agreement.

Section 5. Right to Representation During Investigatory Examinations.

The Union shall be given the opportunity to be represented at any examination of a unit employee by a representative of the Employer in connection with an investigation if:

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

Section 6. Every-Day Work Related Communications.

The right to representation does not apply to everyday work related communications between supervisors and employees or to discussions concerning job performance.

Section 7. Employee Responsibilities During Investigatory Examinations.

Employees are expected to fully cooperate with an agency investigation and any failure to do so may subject the employee to disciplinary action.

Section 8. Role of the Union Steward During Investigatory Examinations.

The steward must be on site in a prompt and timely manner so as not to impede the investigation. When a union steward is present, the unit employee will be permitted to consult the steward; however, the steward is not entitled to answer on behalf of the employee or to bargain with the Employer regarding the result of the investigation. This does not preclude the steward from clarifying questions, eliciting responses, submitting documentary evidence or suggesting other employees who may have knowledge of the matter.

Section 9. Notification of Purpose of Investigatory Examination.

Prior to the commencement of an investigatory examination, the employee will be informed of the purpose of the examination.

Section 10. General Employee Obligations.

Employees in the bargaining unit are expected to

- a. report for work in a timely manner;

b. perform properly assigned duties to the best of their abilities;

c. cooperate with and strive to maintain good working relations with their supervisors and fellow employees;

d. comply with the terms of this Agreement and laws, rules and regulations applicable to their employment; and

e. actively participate in programs designed to improve work methods, productivity and working conditions.

Article V

Rights and Obligations of the Union

Section 1. General.

Having been granted exclusive recognition, the Union has the exclusive right to represent and is entitled to act for and negotiate agreements covering all employees in the bargaining unit described in Article I of this Agreement.

Section 2. Representation Obligation.

As exclusive representative, the Union is responsible for representing the interests of all employees in the unit it represents without discrimination and without regard to labor organization membership.

Section 3. Formal Meetings

The Union shall be given the opportunity to be represented at any formal discussion between the Employer and employee(s) or employee representatives concerning grievances, personnel policies and practices or other matters affecting general working conditions of employees in the bargaining unit.

Section 4. Strike Prohibition.

The Union agrees that it shall not call or engage in any strike, work stoppage, slowdown or picket (except for informational picketing) Fort Polk in a labor-management dispute or condone any such activity by failing to take affirmative action to prevent or stop it.

Article VI

Equal Employment Opportunity

Section 1. General.

The Employer and the Union agree to cooperate in actively promoting the concept of equal employment opportunity for all Fort Polk employees. Such cooperation will extend to the development and aggressive administration of the EEO Affirmative Action Plan.

Section 2. Union Membership of the Command EEO Advisory Council.

The Employer agrees that the Union will be allowed a representative on the Command Equal Employment Opportunity Advisory Council.

Section 3. Union Support of Affirmative Action.

In support of affirmative action, the Union agrees to provide the same quality of representation regardless of race, creed, color, sex, national origin, age or handicapping condition.

Article VII

Productivity

Section 1. General.

The Parties recognize that productivity growth is a key to the maintenance of a good competitive position and stability of the workforce. To this end, the Parties agree to cooperate in efforts to increase productivity.

Section 2. Union Assistance.

a. To help eliminate lost time, the Union agrees to encourage employees to reduce tardiness and to use sick and annual leave in a responsible manner by avoiding unnecessary unplanned absences that may result in the rescheduling of work, shuffling of personnel, increased costs, and/or delays in job accomplishments.

b. The Union further agrees to encourage employees to eliminate waste, conserve materials and supplies, improve safety practices, combat carelessness and practices which restrict production and hamper efficiency.

Article VIII

Civilian Counseling Service

Section 1. General.

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

Section 2. Obligation of the Parties.

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

Section 3. Employee Referrals

Employees who suspect they may have an alcohol or drug abuse problem, even in the early stages, may voluntarily seek counseling and information on an entirely confidential basis by contacting the ADAPCP Civilian Program Coordinator.

Section 4. Other Referrals.

Employees may also be identified and referred for screening by the ADAPCP Civilian Program Coordinator, by his supervisor, a Management Employee Relations Specialist, a physician or other outside source.

*Section 5. Disciplinary Actions.

Disciplinary actions for poor job performance or conduct related to problem drinking or other drug abuse will be taken in accordance with applicable regulations.

***Section 6. Leave for Treatment.**

Employees will be authorized leave in accordance with applicable regulations to obtain treatment and rehabilitation.

Section 7. Disclosure of Information.

Information relating to the identity, diagnosis, prognosis, or treatment of any employee which is maintained in connection with the ADAPCP Program is confidential and may be released only as prescribed by applicable regulations.

Article IX

Bond Drives and Combined Federal Campaign

Section 1. Recognition.

The Union recognizes that the installation is authorized to encourage participation in bond drives and to solicit funds under the Combined Federal Campaign depending largely on voluntary participation and contributions for successfully achieving its goals.

Section 2. Employee Participation.

Both the Union and the Employer agree to encourage employees as individual citizens and as members of a community to participate and contribute voluntarily to charitable organizations as a part of their personal responsibilities as citizens.

Section 3. Conduct of Drives and Campaigns.

To this end, the Employer agrees that:

a. approved bond and fund raising drives will be conducted in keeping with the principles of true and voluntary participation and giving; and

b. coercion, overt or implicit, shall not be practiced by personnel appointed as solicitors or by the Employer's personnel.

Section 4. Solicitors.

The Union recognizes the Employer's right to assign solicitor duties to employees.

Article X

Matters Appropriate for Consultation and Negotiation

Section 1. Definitions.

For the purpose of this Agreement and all amendments and supplements hereto, the following terms are defined.

a. **Mid-Term Bargaining.** All negotiations which take place during the life of the Agreement concerning Employer proposed NAF-wide changes to conditions of employment not covered by the terms of this Agreement; or conditions of employment covered by the Agreement pursuant to Article XLI, Duration and Review. (Negotiable changes in conditions of employment).

b. **Impact and Implementation Bargaining.** All negotiations regarding procedures the Employer will follow in implementing decisions resulting from the exercise of its reserved rights under Section 7106 of the Federal Service Labor-Management Relations Statute and appropriate arrangements for employees adversely affected by those decisions when such decisions concern, change, and have a substantial impact on conditions of employment. (Nonnegotiable changes in conditions of employment).

c. **Substantial Impact.** Substantial impact is defined as a change in a condition of employment affecting bargaining unit employees NAF-wide.

Section 2. Procedure for Bargaining.

This procedure is applicable to Mid-Term and Impact and Implementation Bargaining as defined in Section 1 above.

a. The Employer shall notify the Union prior to the planned implementation of a negotiable or nonnegotiable change to conditions of employment. The notice shall advise the Union of the reason for the change and the proposed effective date.

b. The Union shall have three (3) workdays from the date of notification to advise the Employer of its desire to bargain prior to implementation of the change to conditions of employment.

c. If the Union requests bargaining, written proposals must be forwarded to the Directorate of Civilian Personnel, Labor Relations Division within seven (7) workdays.

d. If the Union does not request Mid-Term or Impact and Implementation Bargaining and submit written proposals within the time limits outlined above, the Employer may implement the proposed change(s).

e. Upon timely request by the Union, Mid-Term or Impact and Implementation Bargaining will commence within five (5) workdays after receipt of proposals unless otherwise agreed upon by the Parties.

f. All Mid-Term or Impact and Implementation Bargaining will be governed by the Ground Rules agreed upon by the Parties on 20 May 1992.

Section 3. Sections 1 and 2 of this Article do not preclude the Union from presenting its views and having them considered prior to the implementation of a negotiable or nonnegotiable change to a condition of employment provided the comments are received within the prescribed time limits.

Article XI

Union Representation

Section 1. Designations of Officers and Stewards.

a. Upon the signing of this Agreement, the Union agrees to inform the Employer in writing of all duly elected or appointed union officers and stewards and their specific areas of responsibility.

b. Within three (3) workdays of a change in officers or stewards, the Union will provide the Directorate of Civilian Personnel a complete list reflecting the new officers and stewards including changes.

Section 2. Informal Notification to Supervisor.

Each union officer and steward will informally notify the appropriate supervisor (normally the immediate supervisor) within two (2) workdays of election, appointment, or change. While union officers and stewards are not prohibited from performing representational activities once the informal notice has been provided, official time will not be authorized until formal notification has been provided by the Directorate of Civilian Personnel. The Directorate of Civilian Personnel will provide formal notification to appropriate supervisors within five (5) workdays.

Section 3. Recognition of Union Officers and Stewards.

Only those union officers and stewards who have been: (1) elected or appointed by the Union pursuant to Sections 1 and 2 of this Article and (2) are members of the bargaining unit described in Section 2 of Article I of this Agreement will be recognized by the Employer and granted official time to pursue approved representational activities.

Section 4. Number of Union Officers.

For the purpose of administering this Agreement, the Employer agrees to recognize duly elected or appointed union officers not to exceed one (1) first vice president, one (1) second vice president and one (1) secretary/treasurer.

Section 5. Number and Designation of Union Stewards.

The Employer agrees to recognize and the Union agrees to appoint a minimum of five (5) stewards but not more than the maximum number of ten (10) stewards including one (1) chief steward. Except as otherwise provided in this Agreement, the Union will appoint stewards who are employed in the work areas they are assigned to represent to ensure bargaining unit employees ready access to a steward knowledgeable of the work area.

Section 6. Work Areas.

Work area is defined as being a branch.

Section 7. Employee Assistance.

It is agreed that employees seeking Union representation will be represented or assisted by the appointed area steward through Step Two of the Grievance Procedure unless otherwise expressly provided for by the terms of this Agreement.

Section 8. Official Time.

a. It is recognized that employees who are elected or appointed as union officers and stewards are employed and paid by Non-Appropriated Fund Instrumentalities to perform duties that are essential to the operation of the military establishment and that the activities they are engaged in during duty hours are a proper concern of the Employer. It is also recognized that effective labor-management relations promote efficient mission accomplishment and are in the best interest of both the Union and the Employer.

b. To perform representational activities expressly authorized by the terms of this Agreement, it is agreed that the Employer will grant a reasonable amount of official time to officers and stewards properly elected or appointed by the Union and recognized by the Employer during the time they otherwise would be in a duty status.

c. It is further agreed that the determination as to what constitutes a "reasonable" amount of time will be made on a case by case basis and will be determined in relation to the officer or steward's job requirements.

d. The use of official time will be permitted for only one (1) steward or officer at any one time for each case, complaint or meeting. In this regard, official time will not be granted to union stewards except when performing approved steward activities in the work areas they have been appointed to represent unless otherwise expressly provided for in this Agreement (Section 9d). Similarly, official time will not be granted to union officers except when performing approved officer activities identified in Section 9a unless otherwise expressly provided for in this Agreement (Section 9c). Nothing in this Agreement precludes an officer from also serving as a steward, however, the granting of official time to perform recognized steward activities is not authorized unless the notification requirement prescribed in Section 9b has been met.

e. Approval for release from duty should normally be reserved for such time as will cause minimum interference with the performance of regular duties.

f. The amount of time authorized should be proportionate to the complexity of the issues involved.

g. Attendance at meetings called by the Employer shall not be subject to e and f of this Section.

Section 9. Approved Union Activities for Which Official Time is Authorized.

Activities which union officers and stewards may appropriately engage in during duty hours without charge to leave or loss of pay are:

a. Union Officers.

(1) Attend formal meetings between the Employer and employees when such meetings are called by the Employer and meet the criteria of Section 3, Article V, Rights and Obligations of the Union.

(2) Prepare and present Employee grievance at Step Three.

(3) Prepare and present Union grievance.

(4) Respond to Employer grievance.

(5) Participate in periodic Union/Employer meetings, panels, and committee meetings which are expressly authorized by the terms of this Agreement.

(6) Represent employees in disciplinary action proceedings involving separation for cause.

(7) Consider and prepare responses to Employer initiated proposals submitted pursuant to Article X, Matters Appropriate for Consultation and Negotiation.

b. First Vice President.

(1) The First Vice President may serve as Chief Steward for a period of thirty (30) days when no Chief Steward has been designated or the Chief Steward is absent; however, the Union will notify the Directorate of Civilian Personnel via letter explaining the Chief Steward's absence and the reason(s) therefor prior to the First Vice President performing any representational activity.

(2) When the notification requirements have been met, the First Vice President is authorized to engage in those activities specifically identified in Section 9d below.

(3) Upon request, consideration will be given to requests for extensions of the representational period. However, it is not anticipated that the First Vice President will serve as the Chief Steward on a regular and recurring basis.

c. Chief Steward.

(1) The Chief Steward is authorized to engage in those activities specifically identified in Section 9d below.

(2) The Chief Steward may also perform representational activities (Section 9d) in other work areas for a period of thirty (30) calendar days when no steward has been designated or the designated area steward is absent; however, the Union will notify the Directorate of Civilian Personnel via letter explaining the/a designated area steward's absence and the reason(s) therefor prior to the Chief Steward performing any representational activities in other work areas. Upon request, consideration will be given to requests for extension of the representational period.

d. Union Stewards.

(1) Investigate, prepare and present Employee grievances to the Employer within the work area through Step Two of the Grievance Procedure.

(2) Represent unit employees in disciplinary action proceedings within the work area.

(3) Attend formal meetings between the Employer and employees within the work area when such meetings are called by the Employer and meet the criteria of Section 3, Article V, Rights and Obligations of the Union.

(4) Represent employees during investigatory interviews within the work area.

(5) Participate in periodic Union/Employer meetings, panels, and committee meetings which are expressly provided for by the terms of this Agreement.

(6) Represent employees during classification complaints and position classification appeals.

(7) Represent employees at site audits.

Section 10. Activities Not Authorized on Official Time.

It is agreed that activities concerned with the internal management of the Union and activities not specifically authorized by the terms of this Agreement shall not be performed on official time by union officers, stewards and employees concerned. Examples of such activities include the solicitation of membership, collection of dues, distribution of literature, campaigning for union office, and the solicitation of employee grievances. This provision does not apply when official time is provided for in Section 7131(a) and (c) of the Federal Service Labor-Management Relations Statute.

Section 11. Procedure for Union Officers and Stewards to Obtain Use of Official Time.

a. Each union officer/steward desirous of stopping work or leaving the work site to engage in approved union activities during duty hours shall first obtain the permission of the supervisor and concurrently inform the supervisor of his destination, the general nature of the activities to be engaged in (Section 9) and the estimated time of return.

b. If the supervisor determines that the officer/steward's presence is necessary to meet the needs of the Employer, the officer/steward will be so informed and will be advised of a time when the officer/steward can be released.

c. Prior to departing the work site the officer/steward will obtain an Official Time Report (OTR) from the supervisor and complete the name, union position, date, time left, destination, person(s) contacted, purpose, request initiated by and approved union activity portions of the OTR (Section 14).

d. Additionally, prior to departing the work site the officer/steward will telephonically contact the supervisor of the employee he wishes to visit to assure the employee's availability. In the event the representational activity is conducted within the officer/steward's immediate work area, the officer/steward must contact the supervisor to ensure the employee's availability. Supervisory permission in those instances will normally be granted insofar as the criteria of Section 8 of this Article have been met.

e. Upon entering a work area which is under the authority of another supervisor, the union officer/steward will check-in with the supervisor prior to contacting the employee.

f. Union officers/stewards will report to their supervisors upon their return to work and complete the actual time of return and signature portions of the Official Time Report. The supervisor will also complete the signature portion of the report.

g. Where delays in presenting grievances are caused by the supervisor's inability to release an officer/steward or employee, additional time for such purpose will be granted.

Section 12. Procedure for Employees to Obtain the Use of Official Time for Union Assistance.

a. An employee desiring to interrupt his work or leave the work site to secure the advice and assistance of the area steward or union officer (if otherwise expressly provided for by the terms of this Agreement) will obtain his supervisor's permission before doing so.

b. Supervisory permission in these instances will normally be granted insofar as the criteria of Section 8 of this Article have been met. However, if the supervisor cannot release the employee at that time, the employee will be advised of a time when he can be released from duty.

c. Prior to departing the work site, the employee will telephonically contact the area steward he wishes to visit to assure the area steward's availability.

d. An employee desiring to confer with an area steward will also obtain the permission of the area steward's supervisor before interrupting the steward's work.

e. Contacts between employees and area stewards will normally take place within the immediate vicinity of the work area.

f. The employee will report back to his supervisor upon returning to duty.

g. Official time will not be granted an employee to confer with a steward other than the area steward except as otherwise provided for in this Agreement.

h. Official time may not be used by employees to prepare a grievance, organize materials, writing or typing.

Section 13. Reporting Procedure for Union Officers and Stewards.

Each union officer and area steward shall report to work at his regular work site at the beginning of his respective shift and shall report to his supervisor immediately after lunch, unless other arrangements have been made with the immediate supervisor and approved by the division chief. Each union officer and area steward shall enter and remain in his work area only on his respective shift unless otherwise agreed to by a division chief, or designee. Union officers or stewards will not be paid for conferences initiated by the Union with the Employer held outside their regularly scheduled working hours.

Section 14. Official Time Reports

a. In order to account for the total hours spent and usages by union officers and stewards on approved union activities, the following procedure will be followed.

b. The OTR, Appendix A, will be completed by all union officers and stewards and turned in to their immediate supervisor. The OTR will detail the union officer/steward's name, union position, date, time left, time returned, destination, persons contacted, purpose, request initiated by, approved union activity and signature.

c. It is expected that union officers and stewards involved in representational activities will turn in the OTR before starting additional representational activities during the same workday. Union officers and stewards may retain a copy of the completed OTR for their own records.

Section 15. Installation Admittance Procedure for National Representatives.

The Employer agrees that officers or duly designated representatives of the Union or its national office who are not employees of Fort Polk will be admitted to the installation upon request to the Employer by the Union. The Union shall first inform the Directorate of Civilian Personnel via letter that such a visit is desired, the reason therefor and the duration of the visit not later than three (3) workdays before the scheduled visit. The Directorate of Civilian Personnel will issue a letter of authorization to visit the installation detailing the terms and conditions of the authorization. The letter of authorization must be carried at all times by the visiting union officials. Such visits will be governed by Department of the Army security regulations. Additionally, union officials who are not employees of Fort Polk are subject to the limitations as set out in this Article and to the terms of this Agreement.

Article XI - Appendix A

Official Time Report

Name: _____ Union Position: _____

Date: _____ Time Left: _____ Time Returned: _____

Destination: _____

Person(s) Contacted:

Request Initiated By: Employer _____ Employee _____ Union _____

Approved Officer Activities

- ___ Attend Formal Meeting Called by Employer
- ___ Prepare and Present Employee Grievance Step 3
- ___ Prepare and Present Union Grievance
- ___ Respond to Employer Grievance
- ___ Periodic Union/Employer Meeting
- ___ Representative in Disciplinary Action (Separation for Cause)
- ___ Consider and Prepare Response to Employer Proposals

Approved Steward Activities

- ___ Investigate Employee Grievance
- ___ Prepare Employee Grievance
- ___ Present Employee Grievance
- ___ Representative in Disciplinary Action Proceeding
- ___ Representative Site Audit
- ___ Attend Formal Meeting Called by Employer
- ___ Representative Investigatory Examination
- ___ Representative Classification Complaint/Appeal

Signature: Officer/Steward _____

Supervisor _____

Article XII

Communications and Information

Section 1. Meetings with the Directorate of Civilian Personnel Staff.

It is agreed that representatives of the Union and Employer shall meet monthly on a schedule mutually acceptable to the Parties to discuss matters authorized within the scope of Title VII of the Civil Service Reform Act. It is further agreed that this meeting will not be used to discuss individual grievances or complaints.

Section 2. Relationship Evaluation.

Recognizing that the constant evaluation of labor management relationships by the Parties is essential to good labor management relations, the Parties agree to meet quarterly to jointly evaluate the labor management relationship. It is agreed that this meeting will not be used to discuss individual grievances or complaints. Instead, the meeting will be used to discuss those issues of mutual concern which affect the Parties' relationship.

Section 3. Authentication.

No paper, document or written communication issued by the Union to the Employer shall be deemed valid unless it bears the signature of the designated Union President, or his designee(s). Similarly, no paper, document or written communication issued by the Employer to the Union, other than grievances, involving policy matters applicable throughout the bargaining unit shall be deemed valid unless it bears the signature of representatives of the Command Group or the Director of Civilian Personnel or his designee(s). The Parties will exchange the names and positions of designee(s) within ten (10) workdays after approval of this Agreement. Designees may be changed upon written notification.

Article XIII

Hours of Work

Section 1. General.

a. The Employer retains the right to establish or change tours of duty as required for mission accomplishment.

b. The Union will be notified of changes in tours of duty.

Section 2. Administrative Workweek.

The administrative workweek consists of seven (7) consecutive calendar days beginning at 0001 Thursday and ending at 2400 Wednesday.

Section 3. Basic Workweek.

The Employer will establish a basic workweek for regularly scheduled employees. Ordinarily, the basic workweek will be scheduled over a period of five (5) consecutive days. Workdays will normally be limited to eight (8) hours.

Section 4. Advance Notice Requirement of Changes in Tours of Duty.

When a change in established full-time or part-time tours of duty is required, the Employer will normally notify the employee or employees in writing at least seven (7) calendar days in advance. The revised tour of duty will cover a period of at least one (1) administrative workweek.

Section 5. Exception to Advance Notice Requirement.

An exception to the advance notice requirement may be made when unusual circumstances make advance scheduling impractical.

Section 6. Meal Periods.

a. Meal periods during which the employee is entirely free of duty in connection with his job may not be considered duty time for which compensation is allowed. The meal period will normally be thirty (30) minutes. No employee will be required to work more than six (6) hours in any workday without a meal period.

b. When the nature of an employee's duties require that he remain at the duty station, the employee will be paid for an on-the-job meal period not in excess of twenty (20) minutes.

***Section 7. Rest Periods.**

It is agreed that rest periods will be authorized in accordance with applicable regulations. Rest periods, when granted, shall not exceed fifteen (15) minutes during each four (4) hours of continuous work and shall not be used to extend the meal period, shorten the duty day, or be used in conjunction with annual or sick leave to extend the period of absence. Likewise, rest periods can not be accumulated.

Section 8. Call Back.

a. It is understood that the Employer has the right to place employees in an on-call status.

b. The requirement that employees make themselves available for emergency duty ordinarily will not extend beyond the requirement that they leave word at their homes as to where they may be reached.

c. If the Employer determines that more than one (1) employee possesses the required skills, designations will be made on an equal rotating basis.

d. It is further understood that employees are expected to respond to call back assignments and their failure to do so may result in disciplinary action.

e. The designation of employees to be available for call back is not a basis for additional compensation. Additional compensation will be paid if the employee is required to remain at his duty post, with his time and activity under the control of management.

f. If an employee is called back to work to duty, a minimum of two (2) hours pay will be authorized.

Article XIV

Overtime

Section 1. General.

The assignment of overtime work is a function of the Employer.

Section 2. Definitions.

a. For "nonexempt" employees, overtime is defined as work that is suffered or permitted to be performed in excess of 40 hours per week.

b. For "exempt" employees, overtime is defined as work in excess of 40 hours in an administrative workweek that is specifically authorized in advance by the employee's supervisor.

c. For "prevailing rate" employees, overtime is defined as work in excess of 40 hours per week or 8 hours per day, whichever is greater.

Section 3. Union Recognition.

The Union recognizes the right of the Employer to select and require employees to perform overtime required to accomplish the mission.

Section 4. Distribution of Overtime.

Overtime assignments will be distributed equitably among the employees qualified to perform needed duties. As a general rule, first consideration for overtime will be given to those employees who are currently assigned to the job. Second consideration will be given to those qualified employees normally performing the job in the area or functions where the overtime is required. Overtime assignments declined will be considered as overtime worked for distribution purposes.

***Section 5. Notification of Overtime Assignment.**

The Employer will notify employees as requirements are known that they are to be assigned overtime. However, the Parties agree that employees must be willing to accept overtime on short notice. Further, an employee may, upon timely request, be released from an overtime assignment provided his reasons, as determined by the supervisor, are valid and another qualified employee familiar with the work is available for the overtime.

Section 6. Compensation.

Employees required to perform overtime work shall be compensated in accordance with applicable laws.

Section 7. Overtime Records.

The Employer agrees to maintain records of all overtime worked in accordance with current directives. Upon request, the Union may review overtime records as authorized by applicable laws and regulations to the extent necessary to investigate alleged inequities in the distribution of overtime.

Article XV

Holidays

All holidays designated by Federal law or Executive Order will be observed by the Employer as non-workdays for eligible employees except those required to meet work load commitments.

Article XVI

Annual Leave

Section 1. General.

a. Eligible employees shall earn and be granted leave in accordance with applicable statutes and regulations.

b. Annual leave will normally be approved by the supervisor for two general purposes:

(1) to allow every employee an annual vacation period of extended leave for rest and recreation; and

(2) to provide periods of time off for personal or emergency reasons.

Section 2. Scheduling of Annual Leave.

The Employer will make every effort to allow employees having a sufficient amount of accrued leave a vacation period of two (2) consecutive weeks annually. Not later than March of each leave year, employees will be requested to submit proposed dates for this vacation period. As soon thereafter as practicable, the leave schedule will be prepared and made known to employees so that they can make their plans accordingly.

*Section 3. Conflicts in Scheduling.

In the event of a conflict in scheduling between employees at the same grade level and position and within the same department or section, service computation dates will be the determining factor.

Section 4. Request for Approval of Annual Leave.

a. Although the use of annual leave is a right granted to the employee, it is the prerogative of the Employer to determine

when leave is to be used. For this reason, the use of annual leave is subject to the prior approval of the appropriate supervisor.

b. When circumstances beyond the employee's control preclude prior approval of an absence to be charged to annual leave, the employee must notify the appropriate supervisor, or other designated person, either personally or by phone, as soon as possible but not later than two (2) hours after the beginning of the workday to request and obtain permission for the absence. Employees providing child care services must contact their immediate supervisor, or other designated person, either personally or by phone as early as possible but not later than the beginning of the workday to request and obtain permission for the absence.

c. Failure to secure approval may result in the period being charged to absence without pay.

Article XVII

Sick Leave

Section 1. General.

Eligible employees shall earn and be granted sick leave in accordance with applicable regulations and statutes.

Section 2. Basis for Use of Sick Leave.

Accumulated sick leave to the employee's credit is available for use in the following circumstances:

a. When the employee is incapacitated for the performance of duties because of sickness, injury, or pregnancy.

b. For medical, dental, or optical examination or treatment.

c. Exposure to a contagious disease and the health of coworkers is endangered.

Section 3. Request for Approval of Sick Leave.

a. An employee who is absent because of illness or injury must notify his immediate supervisor, or other designated person, either personally or by phone as early as practicable but not

later than two (2) hours after the beginning of the workday to secure approval of the absence. Unless other arrangements have been made, requests for sick leave must be made on each day of absence. Employees providing child care services must contact their immediate supervisor, or other designated person, either personally or by phone as early as possible but not later than the beginning of the workday to request and obtain permission for the absence. Failure to give such a notice may result in a charge of AWOL.

b. Requests for sick leave for medical, dental or optical examinations or treatment must be made prior to treatment (at least twenty-four (24) hours) unless the examinations are required by unforeseen circumstances, such as serious injuries, accidents or sudden illness.

Section 4. Certification Requirements.

a. Employees will not be required to furnish a medical certificate to substantiate requests for approval of sick leave for less than three (3) working days of continuous duration, except in unusual cases where an employee has been given a letter of requirement. When sick leave exceeds three (3) continuous workdays, a medical certificate is required to support the absence. The medical certificate must be furnished within five (5) calendar days after the employee's return to duty. Any period of absence associated with a contagious disease must be supported by an acceptable medical certificate which includes the date of exposure and the period of time that the employee's exposure would present a hazard to the health of others.

b. Employees who because of illness are excused from duty by the immediate supervisor, or other designated person, shall not be required to furnish a medical certificate to substantiate sick leave for the day excused from duty.

Section 5. Suspected Sick Leave Abuse.

When there is reason to believe that the sick leave privilege has been abused, the employee will be orally informed. If after discussing the matter with the employee the supervisor still has reason to believe that the future submission of proof is necessary, the employee will be given written notice that medical certification is required to support future grants of sick leave. The necessity for this requirement shall be periodically reviewed and the employee will be advised in writing at least every six (6) months if the requirement will be continued.

Section 6. Certification Requirements During Job Actions.

When there is reason to believe that a job action such as a "sick-out" is imminent or occurs, the immediate supervisor or other designated person may require a medical certificate of employees on sick leave, regardless of duration, during the days the job action is known to take place.

Section 7. Restrictions During Periods of Sick Leave.

Employees are required to contact their immediate supervisor or other designated person, by telephone or other appropriate means, and secure approval prior to engaging in outside employment on one (1) or more days for which sick leave has been approved.

Section 8. Advance Sick Leave.

Employee requests for advanced sick leave shall be granted in accordance with applicable regulations.

Article XVIII

Court Leave

Section 1. General.

Regularly-scheduled employees will be authorized absence without charge to leave for jury duty and to appear in court in an unofficial capacity as a witness when the United States, the District of Columbia, or a State or local government is a party to the proceedings. The granting of court leave does not apply to a judicial proceeding which involves only private parties. An employee called as a witness in an official capacity is in a duty status during such service and court leave is not utilized.

Section 2. Required Evidence.

When an employee is called to court service, either as a witness or juror, he is required to present the court order, subpoena, or summons, if one was issued, as far in advance as possible. Upon return to duty, written evidence of his attendance at court is required, showing the dates and hours of the service.

Section 3. Pay.

An employee who is granted court leave will collect all fees for such service and forward them, exclusive of transportation, meals, or expense allowances, to the Custodian of the employing NAFI.

Article XIX

Leave Without Pay

Section 1. General.

Eligible employees may be granted leaves of absence without pay in accordance with applicable regulations. The maximum period of leave without pay is one (1) year.

Section 2. Return to Duty.

An employee returning to duty from approved leave without pay has the right to return to his position at the expiration of the approved period of absence. However, this does not preclude normal business based actions.

Article XX

Excused Absence

Section 1. Voting.

Eligible employees may be excused for a reasonable time to vote in any election or referendum in the community. Employees may be excused from duty so as to permit them to report to work three (3) hours after the polls open or to leave work three (3) hours before the polls close, whichever results in the lesser amount of time off, if any. Employee requests for excused absence for voting will be made not later than five (5) workdays before the election and will be directed to the supervisor so that appropriate plans can be made to reschedule the employee's work.

Section 2. Blood Donation.

Eligible employees who volunteer as blood donors, without compensation to the American Red Cross, military hospital, other blood banks, or respond to emergency calls for needy individuals may be excused from work without charge to leave. In addition to the time required to travel to and from the blood center, donors will be authorized up to four (4) hours excusal time.

Article XXI

Meeting Space and Bulletin Boards

Section 1. Meeting Space.

Upon receipt of a five (5) workday advance notice, the Union will be afforded space to hold its meetings with bargaining unit employees after duty hours. However, the Union will be responsible for restoring the facilities used to their original state after use. The Union will be held liable for the contents of the building in which the meeting was held.

Section 2. Bulletin Boards.

The Employer agrees to provide 2' by 2' of space on bulletin boards designated for the posting of matters relating to employees when requested to do so by the Union. The material posted by the Union will not violate any law or appropriate regulations nor relate adversely to the Employer or contain scurrilous or libelous material or material which maligns the character of the Employer. The Employer reserves the right to post audit these notices and initiate appropriate action when the privilege is abused.

Section 3. Employer Disclaimer.

The Union agrees to publish in one inch letters, post and maintain above the Union portion of the bulletin boards the following statement:

"A portion of this bulletin board is furnished for the convenience of the Union. The Union is solely responsible for the material approved for posting. Management does not vouch for the accuracy or authenticity of Union information. The posting of material on this bulletin board does not constitute endorsement by Management."

Article XXII

Safety and Health

Section 1. General.

It is understood that the safety of personnel is an Employer responsibility. Accordingly, the Employer will strive to provide and maintain a safe and healthful work environment.

Section 2. Employee Responsibilities.

The Parties agree that each employee has a primary responsibility for his own safety and an obligation to know and observe safety rules and practices to include the wearing and utilization of issued protective clothing and safety equipment as a measure of protection for himself and others.

Section 3. Employee Negligence.

Failure of an employee to wear or utilize issued safety equipment and protective clothing or to observe safety rules and regulations may serve as a basis for disciplinary action.

Section 4. Union Obligations.

The Union agrees to encourage employees to observe safe work practices and to wear and properly utilize protective clothing and equipment by disseminating information on health and safety to members of the unit at least quarterly.

Section 5. Safety Equipment and Protective Clothing.

Items of protective clothing and equipment determined by the Employer to be essential for the protection of employees' safety will be furnished in accordance with Department of the Army regulations.

Section 6. Emergency Examination and Treatment.

The Employer will furnish emergency examination and treatment in cases of injury and sudden serious illness while on duty. The Union agrees to join the Employer in urging employees to immediately notify their supervisor of an on-the-job injury. Applicable statutes and regulations will be complied with in processing on-the-job injury claims.

Section 7. Duty Status During Emergency Treatment.

An employee injured in the performance of his duties will be considered in a duty status and will receive pay without charge to leave for the time required to obtain emergency treatment to the extent that the time falls within his prescribed hours of work for that day.

Article XXIII

Promotions

Section 1. General.

This Article applies solely to the filling of positions in the bargaining unit defined in Article I, Section 2 of this Agreement.

Section 2. Employer's Right.

The Union agrees that the Employer has the right to determine employee qualifications, fill positions within the unit or to make selections for appointment from among properly ranked and certified candidates for promotion or any other appropriate source.

Section 3. Rating, Referral and Selection.

Rating, referral and selection will be accomplished in accordance with applicable laws and regulations.

Section 4. Employee Right to Consideration.

When the Employer determines that vacancies in the unit are to be filled by promotion, employees requesting timely consideration will receive full consideration consistent with their qualifications.

Section 5. Vacancy Announcements.

The Employer agrees that when unit vacancies are announced, the announcement will remain open for a minimum of three (3) workdays. The announcement will set forth the opening and closing dates, area of consideration, selection priorities, job title, series, grade, salary, duty schedule, location and qualification requirements for the position.

Section 6. Request for Consideration.

Employees desiring consideration for a position that has been announced for receipt of applications will submit a DA Form 3433, Application for Nonappropriated Fund Employment. Applications for consideration must be filed with the Directorate of Civilian Personnel.

Section 7. Notification of Nonselection.

The Employer will notify employees who were interviewed during the selection process and not selected of their nonselection and the name of the applicant selected.

Section 8. Copies of Vacancy Announcements.

The Employer will provide the Union a copy of vacancy announcements issued.

Article XXIV

Business Based Actions

Section 1. General.

This Article applies solely to business based actions affecting employees and positions in the bargaining unit defined in Article I, Section 2 of this Agreement.

Section 2. Employer Rights.

The Employer retains the right to effect business based actions. This right includes but is not limited to: determining the numbers, types, grades and work hours of employees, determining the categories within which positions are required, where they are to be located and when they are to be filled, abolished, or vacated. This right also involves the exercise of other Employer reserved rights set forth in Article II, Section 1 including but not limited to the right to direct, layoff, retain employees, reduce in grade or pay or work hours. This provision is not intended to limit or restrict in any way the exercise of any reserved management right.

Section 3. Definition.

Business based actions are those reductions and realignments that are necessary to conduct operations in an effective manner. They are non-disciplinary, involuntary actions taken by the Employer to adjust personnel resources with a minimum of disruptions to operations. They include but are not limited to:

- (a) Reduction in pay rates (NF employees only)
- (b) Reduction in pay level/grade
- (c) Reduction in hours of work
- (d) Change in employment category
- (e) Furlough
- (f) Separation

***Section 4. Procedures and Arrangements.**

All business based actions will be effected in accordance with Department of the Army regulations. In this regard, the following specific procedures and arrangements will apply throughout the life of this Agreement.

(a) Notification of Affected Employees

(1) Contents of Notice

Employees affected by a business based action will receive a written notice which will:

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

(f) Advise of placement on reemployment list when applicable.

(2) Notice Period

Employees affected by a business based action will receive the minimum notice period provided by Department of the Army Regulation.

(b) Business Based Action Procedures

(1) Determination of the specific employees to be affected will be based on the employee's service computation date.

(2) Additional service credit will be given based on the mathematical average (rounded in the case of a fraction to the next highest whole number) of the employee's last three annual performance ratings of record. In determining this average, the value assigned to each annual performance rating of record will be equal in years to the numerical value reflected on DA Form 3612-R (NAF Employee Performance Rating).

(3) To provide adequate time to properly determine employee retention standing prior to effecting a business based action, the Parties establish ten (10) workdays prior to the issuance of specific business based action notices as the cutoff date. No new annual ratings will be put on record after the cutoff date for this purpose.

(4) If an employee does not have three (3) actual ratings, then ratings of Satisfactory are assumed for the number of ratings required to bring the total to three.

(5) In the event of a tie, the employee with the most service in his current position without a break in service will be determined to have the highest retention standing. Where all of the preceding is identical, alphabetical order.

(c) Reemployment Priority List

The Employer agrees to establish and maintain a Reemployment Priority List in accordance with Department of the Army Regulations. Declination of an offer made under this provision will result in the removal of the employee's name from the list.

(d) Counseling and Placement Assistance

Upon request, employees affected by a business based action will receive counseling concerning retirement eligibility and benefits.

Section 5. Notification to the Union.

When the Employer determines a business based action is necessary, the Union will be notified that (1) a business based action has been determined necessary; (2) the reason(s) for the action; (3) the approximate number of spaces or employees affected; and (4) the proposed effective date.

Article XXV

Job Descriptions and Classification

Section 1. Job Descriptions.

Employees will be furnished a copy of their job descriptions/position guides upon initial appointment and as amendments are made.

Section 2. Position Classification and Job Grading Standards.

Employees may schedule an appointment with the Directorate of Civilian Personnel, Position Management and Classification Division to review Classification and Job Grading Standards for the position to which officially assigned.

Section 3. Position Classification Complaint.

a. An employee may initiate a classification complaint at any time, provided it relates to the official position currently occupied.

b. The complaint must be submitted orally to the immediate supervisor.

c. The basis on which the position was evaluated will be explained to the employee.

d. If the employee is not satisfied, the employee may submit a written complaint addressed to the Commander, ATTN: Directorate of Civilian Personnel, Position and Pay Management Division.

e. A member of the Directorate of Civilian Personnel will discuss the matter with the employee. The employee will be given a full opportunity to present his case.

f. Normally, a decision will be rendered within forty-five (45) days.

Section 4. Position Classification Appeals.

An employee, except those covered by the pay band system, may appeal the classification of his position without restraint, fear of reprisal or prejudice. The Employer will furnish information on appeal rights upon request by an employee.

Section 5. Representation.

An employee may be represented in preparing and presenting a classification complaint in accordance with applicable regulations.

Section 6. Representation at Site Audits.

An employee's right to representation at a job audit shall be governed by applicable regulations.

Article XXVI

Employee Development

Section 1. General.

The Employer and the Union agree that training is an inherent part of the work situation and is the responsibility of the Employer.

Section 2. Employer Rights.

The Employer has the right to determine the training needs of employees to help develop the competencies needed to assure effective performance on the job. Inherent in this right is the right to approve and disapprove employee requested training.

Section 3. Self Development.

The Parties further agree to encourage employees to take advantage of training and educational opportunities which will add to the skills and qualifications needed to increase their efficiency in the performance of their duties and possible advancement, when consistent with operational requirements.

Article XXVII

Union Training Sessions

Section 1. General.

Recognized officers and stewards of the Union may be excused without charge to leave in conjunction with attendance at Union sponsored training provided that such training is of mutual concern to the Employer and the Employer's interests will be served by the officer/steward's attendance.

Section 2. Excused Absence.

Excused absence will be authorized to cover only those portions of a training session that meet the criteria in Section 1 of this Article and will not exceed eight (8) hours per calendar year.

Section 3. Procedure for Requesting Excused Absence.

Requests for excused absence must be received by the Directorate of Civilian Personnel at least ten (10) calendar days in advance of any request for administrative leave. The request must include the name(s) of the officer/steward, date, time, place of training or orientation session and the subject matters to be covered. The Directorate of Civilian Personnel will render a decision normally five (5) calendar days prior to the commencement of training or orientation session.

Section 4. Cost to Support Training.

The Union is responsible for funding all Union sponsored training.

Article XXVIII

Travel and Subsistence

Section 1. General.

Travel and subsistence shall be in accordance with applicable rules and regulations.

Section 2. Advance Notice.

Employees required to perform temporary duty involving travel will be given as much advance notice as conditions permit.

Article XXIX

Interpretation of the Agreement

Section 1. Contract Administration Training.

The Parties agree to indoctrinate their officials in the understanding and spirit of this Agreement recognizing the mutual benefits to be derived from the constructive observance of its provisions.

Section 2. Contract Interpretation/Application Disputes.

Should any dispute arise concerning the interpretation or application of this Agreement, representatives of the Parties shall make an earnest effort to resolve the matter through consultation and discussion.

Article XXX

Publication of the Agreement

Section 1. Publication of the Agreement.

The Parties agree to equally share the cost of publication of this Agreement.

Section 2. Agreement Size and Format.

The Parties will mutually determine the size, format and design of the Agreement.

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Article XXXI

Dues Withholding

Section 1. General.

The Union and the Employer agree that any eligible employee who is assigned to duty and "included" in the bargaining unit as defined in Section 2, Article I of this Agreement and who is a member in good standing of the Union may authorize an allotment of pay for the payment of dues for membership, provided:

a. the employee continues his employment in the unit for which exclusive recognition has been granted;

b. the employee has voluntarily submitted a request for such allotment of pay; and

c. the employee receives a regular amount of pay each pay period and the net salary after other legal and required deductions is regularly sufficient to cover the allotment.

Section 2. Union Responsibilities.

The Union shall be responsible for:

a. Informing and otherwise educating its members about the program for the withholding of union dues.

b. Assuring that all allotments for union dues are voluntary on the part of eligible employees who are members of the Union.

c. Procuring Standard Form 1187 (Request for Payroll Deductions for Labor Organization Dues), distributing it to its members, informing them as to its use and availability, certifying as to the amount of dues, and submitting completed forms through the Directorate of Civilian Personnel, Fort Polk, Louisiana to the Central NAF Payroll Office.

d. After notification by the Employer or the employee, refunding unauthorized deductions or excess payments either to the Employer or the employee whichever is required.

Section 3. Employer Responsibilities.

The Employer shall be responsible for maintaining a supply of the Standard Form 1188 which is to be used for revoking allotments and making this form available to eligible employees upon request.

Section 4. Dues, Changes and Fees.

a. The amount of dues certified to be withheld from an employee's salary will remain unchanged until the authorized union official has certified that the amount of dues is to be changed.

b. Authorizations received in the payroll office will be effective in the next regular biweekly pay period and biweekly deductions will continue in effect until the allotment is terminated in accordance with the provisions of this Article.

c. The amount to be deducted each biweekly pay period is for dues only. No other deductions are authorized. If the amount of dues to be deducted is changed by the Local, the appropriate Central NAF Payroll Office will be notified in writing of the new amount and the effective date. The notice will be submitted through the Directorate of Civilian Personnel. Changes in the amount of dues to be deducted will not be made more than once every twelve (12) months.

d. The Union will not be charged a fee for dues withholding.

e. The dues collected will be remitted to the Comptroller, Fiscal Office, NAGE, 159 Burgin Parkway, Quincy, Massachusetts 02169-4213 after the completion of the payroll for each biweekly pay period. Each remittance will be accompanied by a statement in duplicate containing the following information:

- (1) identification of the installation;
- (2) pay period date;
- (3) identification of the Local;
- (4) names of members for whom deductions were made and the amount of each deduction;
- (5) total amount withheld each pay period; and
- (6) net amount remitted.

Section 5. Limitation and Termination.

a. The common anniversary date for dues revocation is the first full pay period on or after 1 September.

b. An employee may at any time submit a revocation of his allotment, however, the 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 common anniversary date, the first full pay period on or after 1 September.

c. The revocation should be made on a Standard Form 1188. It is the employee's responsibility to see that his written revocation is received in the payroll office on a timely basis. The employee's signed request for the revocation of his dues allotment will be accepted even though not submitted on the Standard Form 1188.

d. The Union will send the Central NAF Payroll Office, within five (5) workdays after receipt, any revocation of allotment received by the Union. On the revocation submitted by the employee directly to the payroll office, that office will submit a copy of each revocation to the Union with the remittance statement for the first pay period prepared after receipt of the revocation.

e. The Union will notify the payroll office within five (5) workdays when an employee with a current allotment ceases to be a member in good standing. The payroll office will terminate the allotment upon receipt of the information.

f. An allotment shall be terminated when the employee leaves the unit as a result of any type of separation, transfer or other personnel action (except detail); when this agreement for dues withholding is suspended or terminated by an appropriate authority outside DOD; or when the employee has been suspended or expelled from the labor organization.

g. The allotments of all employees who are members of the Local will be terminated when the Local loses eligibility for exclusive recognition under the provisions of Title VII.

Section 6. Indemnification Clause.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

Article XXXII

Grievance Procedure

Section 1. Purpose.

The purpose of this Article is to provide for a mutually acceptable method for the prompt, fair and equitable settlement of grievances.

Section 2. Employee Grievance.

An employee grievance is defined as any complaint concerning any matter relating to the employment of the employee; the effect or interpretation, or a claim of breach, of the Collective Bargaining Agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment which are within the administrative discretion of the Employer.

Section 3. Union Grievance.

A Union grievance is defined as any complaint concerning any matter relating to the employment of the employee; or the effect or interpretation, or a claim of breach, of the Collective Bargaining Agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment which are within the administrative discretion of the Employer.

Section 4. Employer Grievance.

An Employer grievance is defined as any complaint concerning the effect or interpretation, or a claim of breach, of the Collective Bargaining Agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 5. Exclusion.

Any grievance covering the following matters is excluded from coverage under this procedure:

(a) Actions taken under the provisions of AR 215-3, Chapter 17, pertaining to the security program.

(b) Matters accepted by the Inspector General or Auditor General for review.

(c) Allegations of discrimination because of race, age, color, religion, sex, handicap, or national origin. These cases should be referred to the Equal Employment Opportunity Officer.

(d) Personnel actions voluntarily requested by the employee.

(e) Granting or not granting a performance, incentive, honorary, or any other discretionary award. Adopting or not adopting a suggestion or invention.

(f) The content of published policy applicable to NAF employees. (See also Para g, below).

(g) Position classification appeals for crafts and trades positions (NA, NL, NS) which are processed in accordance with AR 215-3, Chapter 3, Section II.

(h) Wage schedules established by appropriate authority.

(i) Any issue previously decided in an earlier grievance by the employee.

(j) Nonselection for appointment or promotion.

(k) Advance warning of unsatisfactory performance.

(l) Reassignment to a position at the same rate of pay and appointment category.

(m) Separation for disqualification as stated in AR 215-3, paragraph 2-12h and 2-12j.

(n) Separation for abandonment of position.

(o) Separation during the probationary period or separation from a flexible appointment providing all procedural requirements have been met.

(p) Notices of proposed disciplinary action.

(q) Grievances where no form of personal relief is appropriate.

(r) The identification of critical and non-critical elements or the determination of definitions of summary rating levels.

(s) Any matter which both Parties agree to raise to the Comptroller General.

(t) All matters excluded pursuant to 5 USC 7121(c).

Section 6. Grievability.

Disputes as to whether a matter is grievable or arbitrable under the provisions of this Agreement, if not resolved by the Parties, may be referred to Arbitration as provided in Article XXXIV as a threshold issue.

Section 7. Informal Resolution of Grievances.

The Employer and the Union recognize that most grievances arise from misunderstandings or disputes which can be properly resolved on an informal basis at the immediate supervisory level. Accordingly, the Employer and the Union agree that every effort will be made to settle each grievance at the lowest level possible. In keeping with this principle of problem resolution at the lowest level possible, the Union agrees that all issues of concern to them will be raised with the Employer before they are raised outside the authority of the Employer. The Employer will be given at least ten (10) workdays to resolve any matter raised under this provision.

Section 8. The Effect of Grievances.

Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his performance, loyalty or desirability to the organization. Similarly, the occurrence of an occasional grievance will not be construed as reflecting unfavorably on the quality of supervision or general management of the organization.

Section 9. Use of Negotiated Grievance Procedure.

a. The grievance procedure agreed upon herein shall be the sole procedure available to the Employer, the Union and bargaining unit employees for the consideration of grievances which fall within its coverage.

b. The filing of grievances over frivolous or facetious matters is discouraged.

Section 10. Representation.

a. Employees Electing Union Representation.

An employee or group of employees desiring representation when filing a grievance under the Grievance Procedure outlined herein may be represented only by the Union. This does not preclude an employee from consulting with his or her personal representative.

b. Employees Not Electing Union Representation.

An employee or group of employees not desiring union representation may not have a personal representative when pursuing matters under this Grievance Procedure. In such cases, an employee or employees may present grievances and have them adjusted without the intervention of the Union, but the employee or employees must represent themselves, the adjustment must be consistent with the terms of the Negotiated Agreement and the Union must be given an opportunity to be present during any discussion of the grievance between an employee of the unit and the Employer's representative.

c. Prohibited Reprisal.

Employees and their representatives shall be unimpeded and free from restraint, coercion, discrimination or reprisal when exercising the right to file a grievance.

d. Limit on Number of Representatives.

In all cases, not more than one (1) union officer or steward will be allowed to represent an employee or group of employees during the pursuit of a grievance or complaint at any step of this procedure.

e. Conflict of Interest.

If two or more employees request representation in pursuing substantially identical grievances concerning the failure to receive proper consideration for a position and one of the grievants is also a union officer or steward, he will not be allowed to serve as the representative of the other grievants during the pursuit of the grievance. This does not preclude the officer/steward from representing himself in the filing of an individual employee grievance.

Section 11. Class Grievances.

If two or more employees request representation in pursuing substantially identical grievances under this procedure, the Union will select one grievance for processing. A list of the other grievants will be provided with the initiation of the Step One grievance. The decision made on the grievance selected for processing will be equally applicable to all of the grievants. Official time will be provided for one grievant and one representative in accordance with Article XI:

Section 12. Format for Written Grievances and Decisions.

To assure that sufficient information is provided to the Union, employees and the Employer when utilizing the Grievance Procedure outlined herein, forms developed by the Parties and provided by the Employer will be utilized when submitting a written grievance or a written grievance decision. (See Appendices A through D) These forms may be modified upon mutual consent of the Parties without reopening this Agreement. Employee grievance forms may be obtained from supervisors, the Directorate of Civilian Personnel, union stewards and officers.

Section 13. Employee Grievance Procedure.

a. This procedure is designed to facilitate the prompt and equitable settlement of employee grievances. To enhance the principle of grievance resolution, the full scope of issues of concern to the employee will be clearly formulated and presented in writing at Step One of this procedure and will not be expanded as the grievance progresses through the procedure.

b. When presenting a grievance under this procedure, the aggrieved will initiate the grievance at Step One unless the Parties mutually agree to initiate the grievance at a higher step or other provisions of this Agreement dictate otherwise.

c. Step One.

(1) The employee and representative, if any, will submit a written grievance to the employee's immediate supervisor, or designee, within ten (10) workdays of the date the employee could have reasonably become aware of the incident or decision giving rise to the grievance. Representation, if desired, will be provided by the designated area steward.

(2) The written grievance will be submitted on the form shown at Appendix A of this Article and will contain the

employee's name, position, organization, a detailed description of the matter being grieved, the relief sought, identification of representative, the employee's signature and date.

(3) Within five (5) workdays after receipt of the written grievance, the Step One Deciding Official will meet with the grievant and representative, if any. A representative of the Management Employee Relations Division may also be in attendance if either Party so desires.

(4) Within five (5) workdays after the meeting, the Step One Deciding Official will issue a written decision. The written decision will be prepared on the form shown at Appendix B of this Article. Two copies of the decision will be provided the grievant, one of which may be given to the grievant's representative.

d. Step Two.

(1) If the grievance is not resolved at Step One, the grievant will submit a written notice of failure to resolve the grievance on the form shown at Appendix C of this Article to the Directorate of Civilian Personnel, Management Employee Relations Division within five (5) workdays after receipt of the Step One decision.

(2) The Directorate of Civilian Personnel, Management Employee Relations Division will forward the written notice along with the grievance and written decision (grievance package) to the appropriate Deciding Official within two (2) workdays.

(3) Within five (5) workdays after receipt of the grievance package, the Step Two Deciding Official will meet with the grievant and representative, if any. A representative of the Management Employee Relations Division may also be in attendance if either Party so desires.

(4) Within five (5) workdays after the meeting a written decision will be issued. The decision will be prepared on the form shown at Appendix B of this Article. Two copies of the decision will be provided the grievant, one of which may be given to the grievant's representative.

e. Step Three.

(1) If the grievance is not resolved at Step Two, the grievant will submit a written notice of failure to resolve the grievance on the form shown at Appendix C of this Article to the

Directorate of Civilian Personnel, Labor Relations Division within five (5) workdays after receipt of the Step Two decision.

(2) A Step Three Deciding Official will review the grievance package and obtain any facts relevant to the grievance which may include meeting with the aggrieved and representative and issue a written decision within ten (10) workdays. However, if a meeting is required the written decision will be issued within fifteen (15) workdays.

Section 14. Union Grievance Procedure.

A Union grievance shall be submitted in writing and shall provide the same specificity of information required of an Employee grievance. The Union grievance will be filed by the Union President, or designee, within ten (10) workdays of the date he became aware of the incident or decision giving rise to the grievance. The grievance should be forwarded to the Directorate of Civilian Personnel, Labor Relations Division. The Garrison Commander, or designee, will meet with the Union President, or designee, within ten (10) workdays of receipt of the written grievance to discuss the grievance. The Union President, or designee, will be provided a written decision within ten (10) workdays after the meeting.

Section 15. Employer Grievance Procedure.

An Employer grievance shall be submitted in writing by the Garrison Commander, or designee, to the Union President within ten (10) workdays of the date he became aware of the incident or decision giving rise to the grievance. The Union President, or designee, will meet with the Garrison Commander, or designee, within ten (10) workdays of receipt of the written grievance to discuss the grievance. The Garrison Commander, or designee, will be provided a written decision within ten (10) workdays after the meeting.

Section 16. Exceptions.

a. The Parties agree that employees desiring to file grievances and employed in organizations where the organizational makeup may fail to produce three layers of intervening supervision will utilize the procedure outlined in Section 13 with the exception of Step Two. Accordingly, the Grievance Procedure will consist of Steps One and Three.

b. The Parties further agree that employees desiring to file grievances regarding the failure to receive proper consideration for a promotion will utilize the procedure outlined in Section 13. However, the Chief of Recruitment and Placement Division, or designee, will serve as the Deciding Official at Step Two.

Section 17. Failure to Achieve Resolution.

In the event satisfactory resolution of the grievance is not achieved through the proceedings outlined in Sections 13, 14 or 15 of this Article, the Union or the Employer may, within ten (10) workdays of receipt of the final written decision serve notice to the other to have the grievance settled by Arbitration through the procedures contained in Article XXXIV. However, when the issue grieved relates to performance evaluation, the Union may within ten (10) workdays after receipt of the final decision serve notice to the Employer to have the grievance settled through the Performance Appraisal Arbitration Procedures (PAAP) set forth in Article XXXVI. The right of employees to present their own grievances does not extend to invoking the Arbitration or PAAP procedures outlined in this Agreement.

Section 18. Grievance Resolution.

If a satisfactory settlement is reached at any Step under Sections 13 or 14 of this Article, the Union or employee initiating the grievance will sign the statement shown at Appendix D of this Article indicating that the grievance has been resolved satisfactorily. The agreed upon settlement is binding on all Parties provided it does not conflict with applicable laws, regulations and provisions of this Agreement. This does not require completion of the Grievance Resolution form if satisfactory settlement was not reached or the grievant has elected not to pursue the matter further.

Section 19. Time Limits.

a. Extensions.

In processing a grievance, the time limits will be strictly observed by all Parties. However, upon mutual agreement an extension in the time limits may be granted in unusual circumstances. Such a request will be initiated in writing by either Party and will be acknowledged in writing by all concerned.

b. Employee Grievances.

Failure by the aggrieved or the Union, on behalf of the aggrieved, to present his grievance within the time limits at any step in this Article will render the grievance not timely and result in the termination of the grievance. The grievance will be returned without action. Further, failure of the Employer to respond to a grievance within the time limits at any step in this Article entitles the aggrieved or the Union, on behalf of the aggrieved, to advance the grievance to the next step.

c. Union/Employer Grievances.

Failure by the Union or the Employer to present a grievance within the required time limits will result in termination of the grievance.

Section 20. Termination of Grievances.

A grievance under the negotiated Grievance Procedure will be terminated and returned without action under the following conditions:

- a. when the grievant requests it in writing;
- b. when the matter grieved is not covered by the scope of the procedure;
- c. when the grievance has been untimely submitted;
- d. when the relief sought has been granted;
- e. when an employee grievance has not been signed by the grievant; or
- f. when the employee is no longer employed in the bargaining unit unless the grievance involves a question of pay.

Section 21. Use of Employer Resources.

Employer resources such as typing assistance, word processors, supplies and material may not be used to process a grievant's grievance.

Article XXXII - Appendix A

Employee Grievance

Grievant's Name

Job Title and Grade

Organization

Date

Immediate Supervisor (Applicable Deciding Official)

Organization

1. This constitutes an Employee Grievance pursuant to Article XXXII of the Negotiated Agreement.
2. I became aware of the incident or decision giving rise to the grievance on _____.
3. The specific nature of my grievance including (a) the names of other members of the class (if appropriate), (b) what happened to cause the grievance, (c) when, (d) where, (e) who acted, (f) who made the Employer decision and (g) the provisions of the Agreement or regulation violated is as follows:

4. In summary, I am grieving

5. Finally, as personal relief I am requesting

6. I have elected to be or not to be represented by the NAGE
Local R5-168 NAF Steward, _____

(Steward's Name)

Grievant's Signature

To Be Completed by the Deciding Official.

This Employee Grievance was received by _____
(Name)

on _____ at _____ hours.
(Date) (Time)

Deciding Official's Signature

Article XXXII - Appendix B

Grievance Decision

1. TO (Grievant) _____
2. FROM (Deciding Official) _____
3. Date Grievance Received _____
4. Grievance Decision:

Deciding Official

Date

Article XXXII - Appendix C
Failure to Resolve Employee Grievance

Grievant's Name

Job Title and Grade

Organization

Date

This is to advise that the grievance decision received on _____ at Step _____ has not resolved my
(Date)
grievance submitted on _____. The specific
(Date)
issues surfaced at Step One which have not been resolved are:

Accordingly, I wish to advance my grievance to Step _____.

Grievant's Signature

To Be Completed by the Directorate of Civilian Personnel.

This Employee Grievance was received by _____
(Name)

on _____ at _____ hours.
(Date) (Time)

Signature

Article XXXIII - Appendix D

Grievance Resolution

This is to certify that the Employee/Union/Employer grievance submitted on _____ has been resolved to the satisfaction of the aggrieved party.

Aggrieved Party

Date

Article XXXIII

Interpretation of Regulations

Section 1. Procedure.

Questions involving the interpretation of regulations will be resolved in the following manner:

a. Upon receipt of a grievance and upon agreement that the sole issue is the interpretation of a regulation or policy, the Employer (normally the Director of Civilian Personnel) will compile a record of facts bearing on the case including citation of the grievance and any other supporting material.

b. The aggrieved and the aggrieved's representative will be given the opportunity to review this submission and to submit such written comments to be included as part of the record. The Union agrees that comments for inclusion in the record shall be provided to the Director of Civilian Personnel, or designee, not later than seven (7) calendar days after the review of the record. The comments of the aggrieved, the aggrieved's representative, or the Union shall be included in the record forwarded to the interpreting authority. Failure to receive comments on a timely basis will result in the dispatch of the record of facts without inclusion of the comments of the aggrieved, the aggrieved's representative, or the Union.

c. The record of facts will be forwarded through command channels to the proponent of the regulation or policy for official interpretation. If a response has not been received within sixty (60) calendar days from receipt by the proponent of the regulation, a follow-up request will be jointly prepared by the Parties. Subsequent follow-ups will be jointly made at thirty (30) calendar day intervals thereafter until a response has been received.

d. Upon receipt of the official interpretation, the aggrieved or the aggrieved's representative will be notified in writing by the Employer and provided a copy of the official interpretation. Additionally, ten (10) calendar days after receipt of the official interpretation by the aggrieved or the aggrieved's representative, the Parties shall meet to review the interpretation.

Section 2. Use of Procedure.

No interpretation issue will be referred for an official determination under this procedure unless it is clear that the

sole issue is the interpretation of a regulation or policy. In this regard, referral will be made on those issues where the answer is applicable to an employee or Union grievance concerning the question of interpretation of any law, regulation or policy. The interpretation of its regulations by the proponent will be binding on all Parties.

Article XXXIV

Arbitration

Section 1. General.

When the Employer and the Union fail to settle a grievance processed under the negotiated Grievance Procedure, either Party may, within ten (10) workdays after receipt of the final decision, notify the other Party of its intent to invoke arbitration.

Section 2. Arbitrability.

Disputes as to whether a matter is arbitrable under the provisions of this Agreement, if not resolved by the Parties, may be referred to arbitration as provided in this Agreement. However, if the specific relief requested has been granted, the issue regarding the grievance is not arbitrable.

Section 3. Request for Panel of Arbitrators.

Within ten (10) workdays after receipt of a notice of intent to arbitrate, the Parties shall jointly submit a request for a list of at least seven (7) impartial persons from the Louisiana, Texas, Mississippi and Arkansas area qualified to act as arbitrators to the Federal Mediation and Conciliation Service (FMCS).

Section 4. Selection Procedures/Issue Framing/Fact Stipulation.

Within ten (10) workdays after receipt of the list of arbitrators, the Parties shall meet for the purpose of (a) selecting an arbitrator; (b) framing the issue(s); and (c) stipulating the facts.

Section 5. Selection Procedure.

If the Parties are unable to agree upon one of the listed arbitrators, the Employer and the Union will each strike one (1)

arbitrator's name from the list and repeat this procedure until only one (1) name is left, who shall be the duly selected arbitrator. The Employer will strike the first arbitrator's name from the list of arbitrators. If for any reason either Party refuses to participate in the selection of an arbitrator and all requirements for arbitration in the Agreement are satisfied, the participating Party shall be empowered to make a direct designation of an arbitrator.

Section 6. Issue Framing.

If agreement can be reached, the issue(s) to be arbitrated, the Articles and Sections of the Agreement, regulations or statutes alleged to have been violated, a copy of the Agreement, the written grievance and failure to resolve employee grievance from each step, and the written decision from each step will be forwarded to the arbitrator upon the confirmation of his appointment. The Employer is responsible for forwarding the agreed to information to the arbitrator. If the Parties do not agree, either Party may forward a separate brief to the arbitrator upon the confirmation of his appointment. In this case, the arbitrator will then determine the issue(s) to be arbitrated. Further, upon the filing of a brief each Party is responsible for simultaneously serving a copy upon the other.

Section 7. Fact Stipulation.

Additionally, facts which can be mutually agreed to will be stipulated by the Parties and forwarded to the arbitrator along with the above information.

Section 8. Pre-hearing Conference.

a. Not later than one (1) workday prior to the conduct of an arbitration hearing, the Parties shall conduct a pre-hearing conference.

b. During the pre-hearing conference the Parties will:

(1) attempt to agree on the issue(s) to be arbitrated if agreement has not been otherwise reached;

(2) attempt to enter into joint stipulations regarding matters of fact if agreement has not been otherwise reached; and

(3) exchange and mark joint exhibits.

Section 9. Scope of Arbitrator's Authority.

The arbitrator is empowered to rule on the interpretation and application of this Agreement. However, with regard to the interpretation of regulations, the arbitrator will give substantial weight to the interpretation of the proponent of the regulation. The arbitrator shall have no power to add to or subtract from, disregard or modify any of the terms of this Agreement, treat any provision of this Agreement, except those designated as such, as "appropriate arrangements", and the award must be consistent with all pertinent laws and regulations of higher authority (including pertinent decisions of appropriate authorities). The arbitrator shall have no authority to substitute his judgement for that of the Employer and shall be limited to deciding whether the facts established by the Parties justify the action of the Employer as being within the reasonable exercise of the Employer's discretion. The arbitrator will render his decision on each case based upon its merit.

Section 10. Costs.

The arbitrator's fee, expenses of arbitration including stenographic assistance, cost of transcript, cost of arbitrator's travel expenses and per diem shall be borne equally by the Employer and the Union. However, the costs of preparation and presentation of each Party's own case will be borne by them.

Section 11. Hearing Site.

The arbitration hearing will be held in facilities made available by the Employer during the regular day shift hours (0800-1630) Monday through Friday insofar as practicable.

Section 12. Duty Status.

The aggrieved and witnesses approved by the arbitrator, who are otherwise in a duty status, shall be excused from duty to participate in the arbitration hearing without loss of pay or charge to leave.

Section 13. Timeliness of Decision.

Unless the Parties and the arbitrator agree to another time limit, the arbitrator will be requested by the Parties to render an award as quickly as possible, but no later than thirty (30) calendar days after the conclusion of the hearing.

Section 14. Exceptions.

The arbitrator's decision will be binding on the Parties. However, either Party may file exceptions to the arbitrator's award in accordance with applicable regulations. When an exception is filed, implementation of the arbitrator's award is stayed until such time as a decision is rendered.

Section 15. Withdrawal of Request for Arbitration.

The Party initiating a request for arbitration may request withdrawal of the request at any time. Similarly, an aggrieved employee who withdraws his grievance also results in the withdrawal of a request for arbitration. Such action by the Parties or the aggrieved is binding on all Parties and, therefore, should be done prior to the selection of an arbitrator. In such cases, the decision rendered by the Deciding Official shall be accepted as final unless it has been subsequently modified and transmitted to the aggrieved. The Party electing to withdraw a request for arbitration will be solely responsible for the payment of any fees which may be assessed by an arbitrator.

Section 16. Ex Parte Communications.

All communications directed to the arbitrator must be in writing. A copy of any such communication will be simultaneously served on the other Party. The arbitrator will not accept or initiate ex parte communications concerning the merits of the case with either Party.

Article XXXV

Disciplinary Actions

Section 1. General.

It is agreed that the broad objective of discipline is to motivate employees to conform to acceptable standards of conduct and to prevent prohibited activities.

Section 2. Maintenance of Discipline.

It is further agreed that the most effective means of maintaining discipline is through the promotion of cooperation, of sustained good working relationships, and of the self-discipline and responsible performance expected of mature employees.

Section 3. Basis for Disciplinary Action.

In those cases where disciplinary action becomes necessary, it will be taken for just cause.

Section 4. Types of Disciplinary Actions.

Disciplinary actions consist of oral admonishments, written reprimands, suspensions from duty without pay, and separations for cause.

Section 5. Procedures.

Disciplinary actions will be processed in accordance with applicable regulations.

***Section 6. Employee Rights.**

In processing disciplinary actions, employees shall be afforded all rights and privileges provided for by applicable regulations, unless specifically abridged by the terms of this Agreement.

Section 7. Representation.

Following notification of a proposed disciplinary action, an employee may be represented by a person of choice. However, if a disciplinary action is challenged under the terms of this Agreement, the employee may only be represented by himself or the Union.

Section 8. Procedural Errors.

Disciplinary actions may be set aside on the basis of a procedural error only upon a showing that a "harmful error" was committed in the application of the disciplinary procedure. A "harmful error" is defined as an error, that, if absent or cured, might have caused the Employer to reach a conclusion different than the one reached.

***Section 9. Alternative to Suspension.**

When the Employer determines that a suspension is appropriate, the following procedures may be applied:

(1) The employee and his representative, if applicable, will be advised of what will be proposed and why.

(2) The employee will then be given not more than five (5) workdays to decide if as an alternative to the formal "suspension" process, he would opt to avoid the suspension by choosing to pay a disciplinary "fine" equal to one half of the proposed suspension.

(3) If the employee agrees to pay the fine, it will be paid by cash or money order within five (5) workdays after executing a formal document agreeing to the fine as an admitted disciplinary action, waiving all rights to raise the issue in any subsequent grievance or appeal process, and advising that the employee will continue to work without loss of pay from his job.

(4) If the employee does not choose to accept the "fine" or does not respond within the five (5) workday time limit, then the normal process of proposing and effecting the suspension will be resumed.

(5) The employee may not change his mind and accept the fine after the five (5) workday limit has expired.

Article XXXVI

Performance Evaluation

Section 1. General.

a. The provisions of this Article apply to employees serving under a regular appointment.

b. In accordance with applicable regulations, performance standards will be established for each critical major duty that is essential to successful performance.

Section 2. Employee Participation.

Recognizing that an incumbent employee's viewpoint is valuable in determining whether established standards are realistic in view of current assignments, the employee's viewpoint should be sought and considered by the supervisor when decisions regarding the establishment of performance standards will be made by the Employer.

Section 3. Performance Standards.

Employees will be apprised of the performance standards pertinent to the employee's position.

Section 4. Annual Performance Ratings.

At the end of the rating period, each regular employee will be provided a written performance evaluation form. The annual performance evaluation will be discussed with the employee.

Section 5. Complaints Relating to the Performance Appraisal Process, Including Performance Ratings.

a. Right to Grieve

Employees who are dissatisfied with their performance appraisal, may file a grievance under the negotiated Grievance Procedure, Article XXXII of this Agreement.

b. Prohibition

A Grievance may not be filed concerning the identification of critical and non-critical elements, the establishment and content of performance standards, or the determination of definitions of summary rating levels. This does not preclude grievances over the application of performance standards.

c. Failure to Resolve Grievance

When the Employer and Union fail to settle a grievance processed under the negotiated Grievance Procedure, the Union may within ten (10) workdays after receipt of the final decision, notify the Employer of its intent to invoke the procedures set forth herein.

d. Performance Appraisal Arbitration Procedures (PAAP)

The procedures set forth in this Section shall be the sole procedures available to the Parties to obtain a review of a Step 3 Grievance Decision regarding a performance appraisal issue. The procedures set forth in Article XXXIV can not be utilized to resolve grievances concerning a performance appraisal issue.

e. Performance Appraisal Arbitration Panel.

The Parties agree to maintain a standing three member Performance Appraisal Arbitration Panel to hear and dispose of grievances concerning the performance appraisal process. The Panel shall consist of one (1) member representing the Union, one (1) member representing the Management, and one (1) member

representing the Director of Civilian Personnel who shall serve as Chairman. All members will be voting members. The Panel shall be cognizant of applicable law, rules, regulations and case law in reaching its decision.

f. Hearing

If the Panel determines it appropriate, a hearing will be conducted at Fort Polk, Louisiana. When the Panel determines it appropriate, the Union and Employer will be afforded the opportunity to present evidence, examine and cross-examine witnesses and file briefs documenting their respective positions. The Panel will establish the due dates for briefs. If the Panel does not determine it appropriate to conduct a hearing, it may make a decision on the basis of a review of the grievance file or it may request written submissions in addition to the grievance file.

g. Decision

Within twenty-five (25) workdays after the conclusion of the hearing, if applicable, or after receipt of the grievance file and/or written submissions, a written decision shall be issued signed by all members of the Panel. The Panel's decision shall be binding on the Parties and there shall be no further right of appeal or review.

h. Training

The Employer will provide training to the members of the Performance Appraisal Arbitration Panel on Fort Polk's Performance Appraisal System.

i. Costs

Any costs associated with the preparation and presentation of each Party's own case will be borne by them.

Article XXXVII

Pay and Benefits

Section 1. General.

The provisions of this Article apply to all employees in the bargaining unit covered by NAF Pay Banding System. Trades and craft employees and employees involved in child care are not covered by the provisions of this Article.

Section 2. Cost of Living Adjustment.

Employees will be given pay adjustments as provided for by applicable laws and regulations.

Section 3. Incentives.

a. In recognition of performance, employees will be paid the following percentage of their base pay as an incentive:

<u>Performance Rating</u>	<u>Percentage</u>
Satisfactory	1%
Excellent	2%
Outstanding	3%

b. The incentive will not be paid in a lump sum. It will be paid in increments biweekly.

Section 4. Unilateral Reopener.

The Union agrees that should economic conditions worsen so that the Employer's ability to pay the incentives provided for in Section 3 of the Article is threatened, the Employer may unilaterally reopen the Agreement for the expressed purpose of negotiating take backs.

Article XXXVIII

Child Development Services

Section 1. General.

Employees in the unit may be permitted to use the Fort Polk Child Development Services on a space available basis.

Section 2. Priorities for Use.

Established priorities for use of Fort Polk Child Development Services are: active duty and retired military personnel and their families; members of reserve components on continuous active duty or active duty for training and their families; widows, widowers and other next of kin of military personnel who are on active duty or retired at the time of death; next of kin to prisoner of war or missing in action personnel; DOD civilian personnel employed on the installation and NAFI employees employed on the installation.

Section 3. Cost.

Employees will be responsible for costs involved as prescribed by applicable regulations.

Article XXXIX

Details

Section 1. Applicability.

The provisions of this Article do not apply to positions outside of the bargaining unit.

Section 2. Definition.

A detail is the temporary assignment of an employee to a different position or set of duties for a specified period with the employee returned to his regular duties at the end of the detail.

Section 3. Selection.

The Employer retains the right to select employees for details in accordance with applicable laws and applicable regulations.

Section 4. Employee Notification.

Employees will be informed of the reason for the detail, the duties to be performed and the estimated duration.

Section 5. Documentation.

Details will be documented as required by applicable regulations.

Section 6. Details to Higher Graded Positions.

When all requirements for promotion are met and an employee is assigned to a higher graded position for more than sixty (60) consecutive calendar days, a temporary promotion will be effected beginning on the sixty-first (61) day.

Article XL

General Provisions

Section 1. Suggestions.

Suggestions will be processed in accordance with applicable regulations.

Section 2. Employee Listings.

The Employer, at the request of the Union, but not more often than once a year will furnish the Union a list of names, job titles, grades, employing activities and home addresses of bargaining unit employees. If the list is available through an automated processing system, the Employer will provide the service without reimbursement. However, if the list must be compiled manually, the Employer will furnish the Union an estimated cost. The Union will reimburse the Employer on an actual cost basis, if it elects to have the list prepared.

Section 3. Regulations.

The Union will be given a copy of AR 215-1 through 5 and updates thereto.

Section 4. Use of POV's for Official Business.

Employees will not be required to use their private vehicles to conduct official Government business, unless compensated in accordance with applicable regulations.

Section 5. Health Insurance.

The Employer agrees to contribute 60 percent of health insurance premiums for regular full-time and regular part-time employees who elect to participate in the Employer's health insurance program.

Section 6. Unilateral Reopener.

The Union agrees that should economic conditions worsen so that the Employer's ability to contribute its share of the health insurance premium provided for in Section 5 of this Article is threatened, the Employer may unilaterally reopen the Agreement for the expressed purpose of negotiating take backs.

Article XLI

Duration and Review

Section 1. Effective Date.

This Agreement and any amendments or supplements thereto shall become effective from the date of approval by the major command.

Section 2. Approval.

The major command shall review and approve the Agreement and any amendments or supplements thereto within thirty (30) calendar days of the execution by the Parties if the Agreement is in accordance with the provisions of law, rule, or regulation. Should the review reveal any violation, that specific portion of the Agreement shall be disapproved. The major command will notify the Union of the violation and the Parties will take whatever action is appropriate.

Section 3. Duration and Reopening.

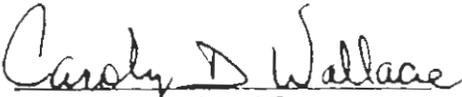
The basic Agreement will be effective for a period of three (3) years from the date of approval. Either Party may give written notice to the other not more than 105 days nor less than 60 days prior to the anniversary date of the Agreement of its intent to renegotiate. If neither Party serves timely notice, the Agreement shall be automatically renewed for an additional period of two (2) years.

Section 4. Amendments.

Amendments and supplements to this Agreement may be made at any time after six (6) months from the date of approval by mutual consent of the Parties or when such revisions are required by changes in applicable laws or the regulations of appropriate authorities.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this 24th day of August, 1992.

FOR THE UNION



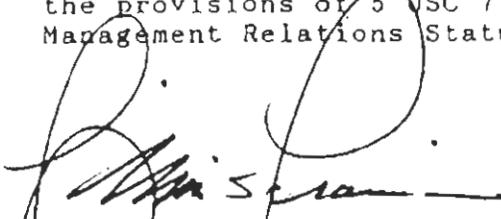
CAROLYN WALLACE
First Vice President
NAGE Local R5-168 (NAF)

FOR THE EMPLOYER



JARED L. BATES
Major General, USA
Commanding

This Agreement has been reviewed and approved in accordance with the provisions of 5 USC 7114(c) of the Federal Service Labor Management Relations Statute.



WILLIAM S. FRAIM
Civilian Personnel Director
Headquarters, US Army Forces Command

DATE 22 OCT 1992