NONAPPROPRIATED FUND LABOR-MANAGEMENT AGREEMENT

BETWEEN

LOCAL R4-6
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES
Fort Eustis, Virginia

And

US ARMY TRANSPORTATION CENTER AND FORT EUSTIS
Fort Eustis, Virginia

Effective Date
27 February 1998

TABLE OF CONTENTS

Article	Title	Page
	Preamble	1
1	Recognition and Bargaining Unit	2
2	Definitions	2
3	Provisions of Laws and Regulations	3
4	Negotiations	4
5	Employer Rights	5
6	Employee Rights	6
7	Union Rights and Obligations	8
8	Union Representation	9
9	Payroll Withholding of Union Dues	10
10	Union Use of Facilities	12
11	Hours of Work	13
12	Overtime	14
13	Holidays	15
14	Adverse Weather and Conditions	16
15	Annual Leave	17
16	Sick Leave	18
17	Excused Absences/Administrative Leave	20
18	Family Leave	21
19	Court Leave	25
20	Leave Without Pay	25
21	Maternity/Paternity Leave	26
22	Employment and Staffing	26
23	Job Descriptions and Classification	28
24	Details and Temporary Promotions	29
25	Promotions and Placement	30
26	Salary and Wage Administration	32
27	Employee Orientation	35
28	Employee Recognition	35
29	Training and Development	36
30	Business Based Actions/Reduction in Force	36

Table of Contents (Cont'd)

Article	Title	Page
31	Performance Evaluation	42
32	Disciplinary Actions	44
33	Employee Assistance Program	46
34	Equal Employment Opportunity	47
35	Suggestion Program	48
36	Health and Safety	48
37	Uniforms, Special Tools and Protective Clothing	50
38	Medical Services and On-The-Job Injuries	51
39	Grievance Procedure	52
40	Arbitration	55
41	Insurance and Retirement	57
42	Transportation	57
43	Charitable Activities	57
44	Contractual Work	58
45	Unfair Labor Practices	58
46	Miscellaneous	59
47	Publication and Distribution of Agreement	60
48	Duration and Changes	61

Authentication (Parties' Negotiating Teams) 62

Authentication (Garrison Commander and Union President) 63

ALPHABETICAL INDEX

Subject	Article	Page
Administrative Leave	17	20
Adverse Weather Policy	14	16
Annual Leave	15	17
Approval of Agreement	-	62-63
Arbitration	40	55
Bargaining Unit Description	1	2
Break Periods	11	13
Business-Based Actions	30	36
Changes to Agreement	48	61
Charitable Activities	43	57
Child Care Services	46	59
Competitive Areas (RIF)	30	36
Court Leave	19	25
Contractual Work	44	58
Definitions	2	2
Details and Temporary Promotions	24	29
Disciplinary Actions	32	44
Duration of Agreement	48	61
Employee Assistance/Counseling Services	33	46
Employee Benefits	41	57
Employee Orientation	27	35
Employee Recognition	28	35
Employee Rights	6	6
Employer Rights	5	5
Employment and Staffing	22	26
Equal Employment Opportunity	34	47
Excused Absences	17	20
Family Leave	18	21
Grievance Procedures	39	52
Health and Safety	36	48

ALPHABETICAL INDEX (Cont)

Subject	Article	Page
Holidays	13	15
Holiday Pay	13	15
Hours of Work	11	13
Insurance	41	57
Job Descriptions and Classification	23	28
Leave Without Pay	20	25
Lunch Periods	11	13
Maternity Leave	21	26
Meal Discounts	46	59
Medical Services	38	51
Negotiations	4	4
Official Time	8	9
On-The-Job Injuries	38	51
Overtime	12	14
Paternity Leave	21	26
Paycheck Delivery and Allotments	46	59
Payroll Withholding of Union Dues	9	10
Performance Based Actions	31	42
Performance Based Pay Increases	26	32
Performance Evaluation	31	42
Preamble	-	1
Premium Pay	26	32
Promotions and Placement	25	30
Provisions of Law and Regulation	3	3
Publication and Distribution of Agreement	47	60
Reduction-In-Force Procedures	30	36
Tipped Employees	26	32
Safety	36	48
Salary and Wage Administration	26	32
Severance Pay	30	36
Sick Leave	16	18
Smoking Policy	46	59
Suggestion Program	35	48

ALPHABETICAL INDEX (Cont)

Subject	Article	Page
Sunday Premium Pay	26	32
Temporary Promotions	24	29
Transportation	42	57
Unfair Labor Practices	45	58
Uniforms, Special Tools and Protective Clothing	37	58
Union Dues	9	10
Union Representation	8	9
Union Rights and Obligations	7	8
Union Sponsored Training	8	9
Union Use of Facilities	10	12
Union Use of Official Time	8	9
Wage and Pay Schedules	26	32
Wage Surveys	26	32
Work Schedules (Posting)	11	13

Preamble

In accordance with Chapter 71 of Title 5 of the U.S. Code, and subject to all applicable statutes and regulations, the following articles constitute an agreement by and between the United States Army Transportation Center and Fort Eustis, Fort Eustis, Virginia (hereinafter referred to as the Employer), and the National Association of Government Employees, Local R4-6 (NAF) (hereinafter referred to as the Union).

WHEREAS, Congress has found that the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the government through collective bargaining; and

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

Now, therefore, the parties hereto agree as follows:

ARTICLE 1

RECOGNITION AND BARGAINING UNIT

Section 1. In accordance with the bargaining unit description and official certification of representation issued by the Federal Labor Relations Authority (FLRA), the Employer recognizes the Union as the exclusive representative for those NAF employees included in the bargaining unit identified below.

Section 2. For the purposes of this Agreement the bargaining unit is described as follows:

All Department of Army NAF employees of Fort Eustis and Fort Story, Virginia, excluding employees under a Flexible appointment of ninety (90) days or less where there is no expectation of continued employment, management officials, supervisors, professional employees and employees described in 5 USC 7112 (b) (2), (3), (4), (6) and (7).

ARTICLE 2

DEFINITIONS

REGULAR EMPLOYEE - A Regular employee serves in a continuing position on a scheduled basis. Regular employees are further categorized as Regular Full-Time (RFT) if the workweek is 40 hours; or Regular Part-Time (RPT) if the workweek is 20-39 hours. The minimum workweek for a RPT employee is 20 hours. Continuing positions staffed on a Full-Time basis should be filled by Regular employees.

FLEXIBLE EMPLOYEE- A Flexible employee (FLEX) serves in an indefinite position on either a scheduled or an as-needed basis. Employees paid on the NA, NL, or CC pay schedules who are regularly scheduled should be identified with the guaranteed number of hours each week on the DA Form 3434. There is no upper limit to the hours a Flexible employee may work (subject to overtime limitations and work scheduling requirements).

PROBATIONARY- An employee who has completed less than twelve months of continuous employment.

UNION- Local R4-6 (NAF), National Association of Government Employees.
EMPLOYER- United States Army Transportation Center and Fort Eustis.
COMMANDER- Garrison Commander
DAY- Unless otherwise indicated calendar day.
OPF- Official Personnel File maintained by the NAF Personnel Office.
NAF- Nonappropriated Fund.
NAFPO- Nonappropriated Fund Personnel Office.
EMPLOYEE- Bargaining unit member of the unit described in Article 1.
GENDER- Whenever the words, he, his or himself are used they are meant to represent both male and female, unless otherwise stated.
FILING DEADLINE/DATE- Whenever a filing date or suspense date falls on a non-workday, the deadline shall be the next regular workday of the administrative work week.

ARTICLE 3

PROVISIONS OF LAWS AND REGULATIONS

Section 1. It is agreed and understood by the Employer and the Union that in the administration of all matters covered by this Agreement, officials and employees are governed by existing and future laws. Executive Orders and regulations of appropriate authorities; by published agency policies and regulations in existence at the time this agreement is approved and subsequently published agency policies and regulations required by law or by regulations of appropriate authorities.

Section 2. The fact that the Union agrees to published agency policies and regulations in existence at the time the Agreement is approved does not preclude the Union from requesting to meet and negotiate the extent required by law on any agency policy and regulation.

ARTICLE 4

NEGOTIATIONS

Section 1. Matters appropriate for consultation or negotiation between the parties are those pertaining to personnel policies, personnel practices and working conditions which are within the discretion of the Employer and are appropriate for consultation or negotiation under applicable law.

Section 2.

a. Consultation as used in this Agreement is understood to mean a meeting to discuss and/or inform the other party of matters of mutual interest and concern. Consultation does not mean negotiation. The Employer will consider views of the Union on matters of mutual interest and concern.

b. Negotiation is defined as collective bargaining between the Employer and the Union with the objective of reaching formal written agreement with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws, regulations and published policies.

Section 3. Procedures for Bargaining

a. The Employer agrees to notify the Union President/designee in writing/E-mail prior to the planned implementation of a proposed change in conditions of employment. The notification will indicate the general nature of the proposed change and the planned implementation date.

b. The Union shall have ten calendar days from the date of notification to request bargaining. The request shall be in writing, but proposals do not have to be reduced to writing. The Parties will meet within five (5) days of the Employer's receipt of the Union's request to bargain. If required, the Union will submit written proposals within five (5) days after the meeting. The time limits may be extended by mutual agreement.

c. If the Union does not request bargaining within the time limit, the Employer may implement the proposed change(s).

d. The Employer shall have ten calendar days from the date of receipt of Union initiated proposed changes to conditions of employment to forward written proposals to the Union.

e. Bargaining will commence within ten days, unless otherwise agreed upon by the parties. The negotiations will be governed by the written ground rules last signed November 7, 1996.

Section 4. It is recognized that this Agreement is not all inclusive, and the fact that certain working conditions have not been specifically covered in the Agreement does not lessen the responsibility of either party to meet with the other for discussion and exchange of views and/or negotiations in an effort to find mutually satisfactory solutions to matters related to policies, practices, procedures and conditions of employment not covered by this Agreement.

Section 5. Issues regarding negotiability of an item under discussion will be resolved in accordance with applicable provisions of Title V of USC and the rules and regulations of the federal Labor Relations Authority.

ARTICLE 5

EMPLOYER RIGHTS

Section 1. Subject to section 2 of this Article, nothing in this Article shall effect the authority of any management official of the Employer-

a. To determine the mission, budget, organization, number of employees, and internal security practices of the Employer; and

b. In accordance with applicable laws -

(1) to hire, assign, direct, layoff and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or

c. If the Union does not request bargaining within the time limit, the Employer may implement the proposed change(s).

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b. In accordance with applicable laws -

(1) to hire, assign, direct, layoff and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or

membership, to bring matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations or agency policy.

Section 3. Pursuant to 5 USC 7114(a)(5), employees have the right to be represented by an attorney, or by a representative of their choice, in any grievance or statutory appeal action, except those subject to the negotiated grievance procedure.

Section 4. 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 voluntary, written authorization by a member for the payment of dues through payroll deduction as delineated in Article 9 of this Agreement.

Section 5. When the Employer conducts an investigatory interview, the employee being interviewed is entitled, upon the employee's request, to the presence of a union representative, if the employee has reasonable grounds to believe that the interview may result in disciplinary action against him.

Section 6. An employee has the right to confer with the Union during duty hours concerning grievances, complaints, appeals or other appropriate matters. An employee desiring to confer with a Union representative will make the request for time to his immediate supervisor prior to leaving his work area. Such absences from the work area will be limited to reasonable amount(s) sufficient in duration to conduct discussion and/or actions deemed necessary. Employees, Union officials and supervisors will generally schedule these absences in conjunction with breaks, meal periods or the beginning/end of tour.

Section 7. The Employer agrees to treat all employees in a fair and equitable manner. The Parties believe all employees and supervisors must conduct themselves in a professional manner recognizing the need to accomplish the mission of the Employer, which for most employees is to provide good service to their customers.

Section 8. Corrective actions and counseling sessions will normally be in private. Consistent with this policy counseling sessions will be held in private; however, on-the-spot correction, comments on work product and instructions to make immediate corrections are not considered counseling sessions for the purpose of this section.

ARTICLE 7

UNION RIGHTS AND OBLIGATIONS

Section 1. The Union shall be entitled to act for and negotiate agreements covering all employees in the bargaining unit and shall be responsible for representing the interests of all such employees without discrimination and without regard to Union membership.

Section 2. The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.

Section 3. The Union shall be informed in writing or by E-mail of the name, job category, organization to which assigned, and name of the supervisor of all new hires (appointments) in the unit; and furthermore, the Union shall have the right to meet with all new employees within five (5) workdays after the employee's initial orientation. All new employees shall, at the time of appointment or during their initial orientation, be informed by the Employer that NAGE Local R4-6 (NAF) is the exclusive representative of employees in the unit. Each new bargaining unit employee shall receive a copy of the Agreement from the Employer, together with a list of the Officer and Representatives of the Union, provided by the Union.

UNION REPRESENTATION

Section 1. The Employer agrees to recognize the elected local officers and official representatives designated by the Union, including stewards. The Union will furnish and maintain with the Employer a complete and current list of Union representatives, together with the designations of area representation.

Section 2. The Union agrees, in carrying out its representational functions, to limit the number of stewards, chief steward or officers to those required at the meeting. The number will be kept to a minimum consistent with the interests of economy and effiency.

Section 3. Union representatives in the bargaining unit, if otherwise in a duty status, will be allowed a reasonable amount of official time for representational purposes such as investigating and processing employee compalints and grievances, consultations and negotiations with the Employer on matters in connection with this agreement. Time used during normal duty hours will be with the knowledge and approval of the appropriate supervisor. Permission will be granted upon request except when work exigencies preclude such release. Official time will not be unreasonably denied. Representatives entering employees' work area will notify the supervisor present in the work area prior to conducting Union business. Official time will be recorded as agreed to by the Parties.

Section 4. In the interest of efficient conduct Government business and the economical use of Government time, and in order to draw a reasonable distinction between official and nonofficial activities, those activities concerned with the internal management of the Union, soliciting membership, collecting dues, campaigning for Union office, conducting elections for employee organization officers, and distributing literature will be conducted outside of regular working hours.

Section 5. The Employer will recognize representatives of the

... the Union or the national representative shall provide advance notice to the NAFPO of visits to be made by representatives of the National Office.

Section 6. Space on official bulletin boards at each NAF activity shall be made available for use by the Union. Space provided will be sufficient to accommodate two 8 1/2" x 14" size documents. Information posted by the Union will not violate any law, regulation or contain libelous material. The Union will be solely responsible for all posted material in terms of accuracy and adherence to ethical standards, will maintain its designated bulletin board space in a neat and orderly manner, and will ensure that material is kept current.

Section 7. Representatives of the Union will be authorized reasonable access to telephones of the Employer, as needed in conduct of authorized representational activities.

Section 8. Excused absence, ordinarily not more than sixteen hours within a calendar year, will be granted to each Union representative to attend Union sponsored training, when at least a five calendar day advance notice has been provided.

ARTICLE 9

PAYROLL WITHHOLDING OF UNION DUES

Section 1. An employee who is a member in good standing of the Union may voluntarily, authorize an allotment from his pay to cover regular dues for such membership provided that all the following requirements are met:

a. The employee receives an established amount of pay that is sufficient after legal deduction and other authorized allotments to cover the full amount of the allotment for the established dues.

b. The employee has voluntarily completed a request for such allotment from his pay with full knowledge of the limitations on revocation of the authorization.

c. The employee is included in the unit for which exclusive recognition has been granted.

Section 2.

a. The Union agrees to provide to its members in good standing the prescribed authorization form, SF-1187, and to receive completed forms from members who want to request an allotment. The president or the secretary of the Union is designated to receive completed forms, enter the current amount of regular dues to be deducted for the member each pay period, determine whether the member is in good standing in the Union, complete the required request for certification and submit the forms to the NAF Personnel Office (NAFPO) who will then send them to the NAF Financial Service.

b. Allotments authorized on properly completed and certified forms which are received by the NAF Financial Service three (3) workdays before the beginning of a complete pay period will be processed for that pay period.

Section 3. The NAF Financial Service will withhold the amount of regular dues set by the Union from the pay of each employee for whom it has a properly executed current allotment authorization. If the amount of regular dues is changed, the Union will notify the Employer in writing of the change. Only one (1) such change will be made in any period of 12 consecutive months.

Section 4. The NAF Financial Service will terminate an allotment:

a. At the end of the pay period following notification of loss of exclusive recognition by the Union.

b. At the end of the pay period, or during which, an employee separates from the Employer or moves to a position not included within the unit of recognition.

c. At the first complete pay period after written notification is received from the Union that an employee is no longer a member and in good standing in the Union.

d. Upon receipt of a properly completed SF-1188, at the beginning of the first pay period one calendar ear after the employee's dues have been withheld, or if the allotment is not revoked at the end of the first year it has been in effect, any subsequent revocation will be effective on the first pay period beginning on or after March 1 provided the revocation is received in the NAF Financial Service Office prior to March 1. Revocations shall be received only during the month prior to the revocation period. The Union shall be provided a copy of the revocation form by the Employer.

Section 5. A supply of SF-1188's will be maintained in the NAFPO. An employee may request one of these forms personally or in writing form the NAFPO. The form will be released only upon proper request of an employee. These forms will not be stocked except in the NAFPO.

Section 6. Remitting the amounts withheld. Upon disbursement for each pay period, the NAF Financial Service will certify for payment the net amount withheld. The check will be made out and sent to: Comptroller, Fiscal Office, Natural Association of Government Employees, 159 Burgin Parkway, Quincy, Massachusetts 02169. The check will be accompanied by a list of the employee members designated by their Union local number, who have current allotment authorizations on file; the amount withheld from each person's pay; and a statement showing the total amounts withheld; and the net balance remitted. Also identified will be those employees whose pay was not sufficient to cover the full amount of the deductions and those whose allotments are being terminated at the beginning of the next pay period. A copy of this listing will also be mailed to Local R4-6 (NAF).

ARTICLE 10

UNION USE OF FACILITY

Section 1. Adequate facilities will be provided to the Union for the purpose of preparing for grievances, hearings and labor/management matters. This is understood to include for the Union

officers and stewards to consult with aggrieved employees or for the Union officers to consult with the stewards as required on individual cases.

Section 2. The Employer agrees to provide office space to the Union for the purposes of assisting it in its duty to represent the members of the bargaining unit. The Union agrees it will share the space made available to it with other NAGE units representing bargaining units recognized on Fort Eustis.

Section 3. The Employer agrees the Union can hand receipt for furniture and equipment, including computer equipment, excess to the needs of the installation for use in the office space provided on the installation.

Section 4. The Employer will allow the Union to utilize the post mail distribution system for reasonable amounts of correspondence between Union officials, bargaining unit members and management. Internal union business mailings will not be distributed through the post mail distribution system. The Union may use provided computer equipment to obtain an E-mail account to provide for efficient and effective communication between management and the Union. The Employer will provide the assistance necessary to initiate such service to the Union as it would to any other installation office.

Section 5. Officers and stewards will be allowed reasonable use of employer copying machines to copy documents necessary to accomplish their representational duties. Internal Union business materials or internal newsletters will not be copied on government copying machines. Union officials, with their supervisor's approval, will be allowed reasonable use of the fax machines in their work area only for the purpose of performing representational activities.

ARTICLE 11

HOURS OF WORK

Section 1. The administrative work week is established as the

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ARTICLE 11

HOURS OF WORK

Section 1. The administrative work week is established as the

seven day calendar week beginning 0001 Thursday through 2400 Wednesday. The basic work week for RFT employees will have two consecutive days off. The Employer will take reasonable efforts to schedule other employees for two consecutive days off.

Section 2. Lunch periods will be scheduled for not less than 30 minutes, nor more than one hour. Rest period(s) will not be combined with a lunch period unless mutually agreeable between the employee and management. Employees scheduled to work six hours or more shall have a lunch period. Lunch periods will not normally be considered as time worked. When a normal lunch period is not feasible in a shift, a 20-minute lunch period will be permitted and considered as time worked for which compensation is allowed, provided that in such cases the lunch period will be on the job.

Section 3. Employees working three to six hours will be authorized one 15-minute rest period and employees working more than six hours will be authorized two 15-minute rest periods during the workday. Employees may take their breaks in increments with the approval of their supervisor to be allowed to smoke or for other reasons.

Section 4. Written work schedules shall be provided to employees or posted on bulletin boards at least one week prior to the effective date of the schedule. The schedule shall cover at last one administrative work week.

ARTICLE 12

OVERTIME

Section 1. Overtime is defined as time in a pay status by employees in excess of 40 hours in any one work week or more than eight hours during a work day. Employees qualifying for overtime will have their time computed at one and one half (1 1/2) times their regular rate of pay. Compensatory time off in lieu of overtime will not be authorized for non-exempt employees under the Fair Labor Standards Act except for religious observance and upon request.

of an employee pursuant to Statute.

Section 2. Overtime shall be rotated equitably among employees in each work area (i.e., Billeting, Child Care Center, etc.) consistent with employee classification (i.e., custodial workers, laborers, desk clerks, waitresses, etc.). Records of overtime worked shall be maintained and made available to the Union upon request.

Section 3. When overtime work is necessary to meet operational schedules, employees requested to work overtime will be given as much advance notice as possible, normally at least two hours. Management will normally solicit volunteers, but if no volunteers are available, will use inverse seniority/least overtime worked when assigning involuntary overtime. When overtime must be performed by personnel already on duty, this is a special circumstance which the Parties recognize may occur.

Section 4. An employee called in to perform overtime shall be paid a minimum of two hours regardless of whether required to work two hours or not.

Section 5. Employees who are required to work overtime, without prior notice in emergency cases, will be allowed one phone call without cost to the employee.

ARTICLE 13

HOLIDAYS

Section 1. Holiday pay will be paid to Regular employees under the following conditions:

a. A Regular employee who is precluded from working due to observance of a holiday is entitled to the basic rate of pay for regularly scheduled non-overtime hours as if the employee had worked.

b. A Regular employee who is required to perform duty on a holiday that falls within the employee's regular schedule will be

paid the basic rate plus premium pay at a rate equal to the basic rate of pay regularly scheduled non-overtime hours.

c. Premium pay for holiday work is in addition to overtime pay, night shift differential, or premium pay for Sunday work and is not included in the rate of pay used to compute overtime pay, night shift differential or Sunday premium pay.

Section 2. Regular employees are entitled to a day off in lieu of a holiday when the holiday falls on a non-workday.

ARTICLE 14

ADVERSE WEATHER AND CONDITIONS

Section 1. The closing of an activity for a brief period is within the administrative authority of the Employer. During shutdown or reduced operations the Employer will excuse nonessential employees without charge to leave or loss of pay for that portion of their scheduled work day covered by the shutdown or curtailment. Excused Flexible employees will be paid for at least two hours or for the actual amount of time they worked if more than two hours.

Section 2. When the Employer decides during non-duty hours to operate on a reduced basis or close the activity due to adverse weather conditions, the Employer will disseminate the information to local radio and TV stations immediately after the decision is made.

Section 3. When it has been determined that activities must be curtailed due to adverse weather conditions, mission-essential employees are expected to make every reasonable effort to report for duty. If it is impossible for mission-essential employees to report to duty, they will be excused in accordance with this Article. Mission-essential personnel will be designated in writing.

Section 4. When an employee is already on leave at the time a NAF activity is shutdown or its operations curtailed and the

Employer decides to grant administrative leave, the employee will only be placed on administrative leave for that portion of the excused period that extends beyond the period of their previously approved leave.

ARTICLE 15

ANNUAL LEAVE

Section 1. In accordance with applicable regulations a Regular employee is entitled to annual leave with pay which accrues as follows:

a. Four hours for each 80 hours of work for an employee with less than three years of service.

b. Six hours for each 80 hours of work except that the accrual for the last 80 hour period in the year is ten hours, for an employee with three but less than fifteen years of service;

c. Eight hours for each 80 hours of work for an employee with fifteen or more years of service.

Section 2. Annual leave may be taken in 15 minute increments. Annual leave shall be granted to employees for the purpose of rest, relaxation, recreation or other justifiable reasons consistent with workload requirements. It is agreed that no employee shall be called back from leave or have leave cancelled unless work exigency arises and no other qualified employee is available.

Section 3. The Employer shall grant emergency leave on an individual basis dependent upon the nature and circumstances of each case. Call-in time will be within two hours after the beginning of the work shift. Employees will contact the immediate supervisor or other persons designated to receive such requests. If persons designated are not available, the employee must leave a message with the person accepting the call, and provide reason for the absence and anticipated duration. Such calls meet the requirement of reporting the unscheduled absence.

Section 4. Requests for annual leave for other than vacation periods will be favorably considered when workload permits. When all requests for leave cannot be granted without mission impairment, the supervisor will consider the reasons given and determine who will be granted leave. A determination will be given as soon as possible, but normally not later than two work days after receipt of a request for leave.

Section 5. An annual leave vacation schedule for periods of one or more consecutive weeks may be scheduled on a yearly basis. Employees will be required to submit their request for vacation leave in writing to their supervisor by 31 January and supervisors shall establish a tentative leave schedule by 15 February; providing each employee his first choice where workload and mission requirements permit. In the event of a conflict in vacation leave scheduling among employees, the senior employee based on length of NAF service, using service computation dates (as reflected in the employee's OPF) will be given first choice concerning the scheduling of a single period of leave. Upon an employee's request, the supervisor may change the schedule providing it will not affect the choice of another employee unless such employee agrees to change.

ARTICLE 16

SICK LEAVE

Section 1. In accordance with applicable regulations a Regular employee is entitled to sick leave with pay which accrues on the basis of four hours for each 80 hours of work. Sick leave which is not used by an employee, accumulates for use in succeeding years.

Section 2. Sick leave may be taken in 15-minute increments. Sick leave is authorized when properly requested for an employee who is incapacitated for duty because of illness; injury; pregnancy and resulting confinement; medical, dental or optical examination; or when confined because of exposure to a contagious disease.

Section 3. Requests for sick leave will be made in advance of scheduled appointments for medical, dental or optical treatment. Other sick leave absences will be reported by contacting the immediate supervisor or designee within two hours after the start of the tour of duty. When persons designated are not available to be contacted, the employee will leave a message with the person accepting the call, providing all reasons for the absence and anticipated duration. Such calls meet the requirement of reporting unscheduled absences. When absence for incapacitating illness or injury will be for a period of more than three consecutive workdays, it is the employee's responsibility to keep the Employer informed of the date on which the return of duty is expected.

Section 4. Periods of absence on sick leave in excess of three workdays may be required to be supported by a medical certificate. This certificate should be furnished to the Employer no later than 15 days after the employee returns to duty. Signed statements by employees explaining the nature of their illness will be accepted when it is unreasonable to require a medical certificate because the illness does not require the services of a physician.

Section 5. When in individual cases there is reason to believe that the sick leave privilege has been abused, a medical certificate may be required to justify the granting of sick leave thereafter. In such cases, the employee will be advised in writing that a medical certificate will be required to support a future grant of sick leave, regardless of duration.

Section 6. The Employer will review the official sick leave record of each employee required to furnish a doctor's certificate at least semi-annually to determine whether or not this requirement is still necessary. The employee will be notified of the results of this review.

Section 7. The Employer will advance, to eligible employees, sick leave not to exceed 240 hours in deserving cases of serious disability or ailment. Such leave will be granted under the following conditions:

a. The employee furnishes written evidence from a physician or practitioner that the employee is expected to return to duty on a permanent basis.

b. The employee has exhausted all accumulated sick leave and any unscheduled or restored annual leave that the employee might otherwise forfeit during the leave year.

c. The employee has not established a pattern of sick leave abuse that has been made a matter of record within six months of the employee's request for advanced sick leave.

d. There is no evidence indicating the employee will not remain employed after his return to duty long enough to repay the advance of sick leave.

Section 8. The Employer will make every reasonable effort to provide temporary light duty assignments for temporarily disabled employees to help reduce the loss of accumulated sick leave, provided there is reasonable medical evidence that the employee will return to full duty.

ARTICLE 17

EXCUSED ABSENCES/ADMINISTRATIVE LEAVE

Section 1. Unit employees, at the discretion of the Employer, will be excused from duty to donate blood. If a unit employee is accepted as a donor and in fact donates blood, he normally will be excused from work for a period of four hours, such time to count from the time he left his place of work. In special cases, when the Employer determines that an employee can be spared to donate blood but cannot be spared form work for a period of four hours, the employee must be so informed in sufficient time for the employee to decide whether or not he wishes to make the donation under those circumstances.

Section 2. Employee may be granted excused absences for other purposes in accordance with regulations.

Section 3. Supervisors may grant excused absences for up to 59 minutes.

Section 4. Tardiness. Employees are expected to report for work on time and to be present for the prescribed tour of duty. Reasons for tardiness shall be reported to appropriate supervision. Infrequent tardiness should be excused by the supervisor. Frequent instances of tardiness or lengthy periods of tardiness may be charged to annual leave or absence without leave as appropriate.

ARTICLE 18

FAMILY LEAVE

Section 1. In accordance with the Family and Medical Leave Act (FMLA) of 1993, up to 12 weeks of leave without pay (LWOP) must be granted to employees who have been employed for at least 12 months, provided one of the following criteria is met during any 12 month period:

a. For the birth of the employee's child or to care for the child after birth occurs; or for the placement, adoption or foster care of a child;

b. To care for the employee's spouse, son, daughter or parent who has a serious health condition.

c. For a serious health condition that makes the employee unable to perform his job

Section 2. An employee may elect to substitute accrued annual leave for sick leave or LWOP.

Section 3. Employees must ask for leave as soon as possible when any of the above situations occur.

Section 4. The Employer may require medical certification to support a request for leave because of a serious health condition and a fitness for duty report to return to work.

Section 5. Job benefits and protection include the following:

a. For the duration of FMLA leave, the Employer shall continue paying the Employer's share of the group health plan. Employees may pay the employee share of the premiums on a current basis or may incur a debt and pay his share upon return to pay and duty status.

b. Upon return from FMLA leave, employee(s) shall be restored to their original positions, or equivalent positions with the same pay, benefits and other employment terms.

c. The use of FMLA leave shall not result in the loss of any employment benefits which accrued prior to the start of an employee's leave.

Section 6. The Federal Employees Family Friendly Leave Act (FFLA) of 1994 authorizes the use by all covered FULL-Time employees of a total of up to 40 hours of sick leave per year and an additional 64 hours per year to eligible employees who maintain a balance of 80 hours of sick leave to do the following:

a. Give care or otherwise attend to a family member having an illness, injury, physical or mental illness, pregnancy, birth or medical, dental or optical examination or treatment or other condition which, if an employee had such a condition, would justify the use of sick leave by the employee; or

b. Make arrangements or attend the funeral of a family member.

Section 7. For the purpose of definition, the term "family member" as referred to in the FFLA shall mean:

a. Spouse and parents thereof;

b. Children, including adopted children, and spouses thereof. The term "children, including adopted children, and spouses thereof," is further defined as adult sons and daughters, whether

disabled or not, and therefore permits an employee to use sick leave to arrange for or attend the funeral of an adult son or daughter over 18 years old and not disabled;

c. Parents, brothers and sisters, and spouses thereof, and

d. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Section 8. A Part-Time employee or an employee with an uncommon tour of duty shall be authorized to use sick leave equal to the average number of hours of work in the employee's scheduled tour of duty each week. In addition, if the employee maintains a sick leave balance equal to at least twice the average number of hours of work in the employee's scheduled tour of duty each week, he may use an amount equal to the number of hours of sick leave normally accrued by the employee during a leave year for the purposes described in the FFLA.

Section 9. The use of sick leave to care for a family member who is afflicted with a communicable disease is primarily based on the need to prevent the spread of contagious disease in the workplace. When health authorities or health care providers determine, and the employee provides a copy of the determination to the Employer, that an employee's exposure to a communicable disease would jeopardize the health of other employees, the Employer shall authorize the use of available sick leave to the employee for the entire period of time during which the danger to the health of other employees exists. If an employee's sick leave balance is not sufficient, the employee may request annual leave or leave without pay or if eligible request participation in the voluntary leave transfer program.

Section 10. In order for an employee to participate in the voluntary leave transfer program to care for a family member, he must use all available accrued leave including sick leave before applying to participate in such programs.

Section 11. Public Law 103-329 enacted September 30, 1994, established provisions for the use of paid leave to be a bone marrow or organ donor, or the use of sick leave for adoption of a child. In accordance with this law, the following will apply:

a. An employee shall be entitled to the use of seven days paid leave each calendar year (in addition to annual and sick leave) to serve as a bone marrow or organ donor. The employee is entitled to use of this leave without loss or reduction in pay, leave to which entitled, credit for time or service, or performance or efficiency rating. The length of absence will vary depending upon medical circumstances of each case. For medical procedures and recuperation requiring longer than seven days, the Employer shall continue to accommodate employees by granting additional time off in the form of excused absence, accrued sick leave and/or annual leave, leave without pay or advanced sick or annual leave.

b. Employees will be permitted to use sick leave for purposes related to the adoption of a child. Employees shall be required to request, to the extent possible, advance approval to use sick leave for adoption-related purposes. When required by the exigencies of the situation, the Employer should advance up to 30 days of sick leave for adoption-related purposes. Purposes for which an employee may request the use of sick leave in adoption cases include, but are not limited to:

(1) appointments with adoption agencies, social workers, and attorneys;

(2) court proceedings;

(3) required travel; and

(4) any other activities necessary to allow the adoption to proceed. The Employer agrees that the entitlement to the use of sick leave for purposes of adopting a child is in addition to the employee's entitlement to unpaid leave for the placement of a child with an employee for adoption under the FMLA of 1993. In applying the use of sick leave, there shall be no difference between the

limitations that apply to biological children as opposed to adopted children for the purpose of providing care as a result of physical or mental illness, injury, impairment, pregnancy or childbirth. In applying the terms of FMLA, FFLA and Public Law 103-329 with regards to adoption, the Employer may ask the employee to support his request for leave with evidence that is administratively acceptable.

ARTICLE 19

COURT LEAVE

Section 1. Court leave will be granted, pursuant to applicable law and regulations, to an employee who is summoned to act as a witness before a court on behalf of the United States Government or to perform jury duty in any court of law. When an employee is called as such a witness or juror, he will immediately notify his supervisor and submit a copy of the subpoena or summons. Upon completion of service, the employee shall submit written evidence of the dates and times he served as such a witness or juror.

Section 2. If an employee is excused from such service with sufficient time to enable that employee to return to duty for at least 2 hours of the scheduled workday, including travel time, the employee shall return to duty unless granted appropriate leave by the Employer. It is an employee's responsibility to request and receive approval prior to going on leave.

Section 3. If an employee receives regular pay from the government for a period of court leave, the employee will reimburse the government the amount paid by the court, except that employees may retain reimbursement for out-of-pocket expenses (i.e., mileage, tolls and parking).

ARTICLE 20

LEAVE WITHOUT PAY

Section 1. Leave without pay (LWOP) will be granted in accordance with applicable law and regulations.

Section 2. Employees who are granted LWOP are still responsible for paying their share of health and life insurance costs. It is incumbent upon employees to make arrangements to pay their share. If an employee on extended LWOP falls in arrears more than two pay periods than their insurance coverage may be terminated.

ARTICLE 21

MATERNITY/PATERNITY LEAVE

Section 1. Maternity Leave. Female employees serving on a regular appointment may request annual leave, sick leave or LWOP for maternity purposes. The Employer will approve such leave consist with practices for other illnesses or circumstances.

Section 2. Paternity Leave. Male employees serving on a regular appointment may request annual leave, sick leave or LWOP for paternity reasons, such as providing or helping to provide infant care for a newborn or newly adopted child, or to help care for a wife during her convalescence following delivery. The Employer will approve such leave consistent with practices for other illnesses or circumstances.

Section 3. Employees on approved maternity or paternity leave are responsible to keep the Employer fully informed as to their personal situation in terms of when they will be able to return to work; and whether they will need additional accommodations to assist them in their parenting and family responsibilities.

ARTICLE 22

EMPLOYMENT AND STAFFING

Section 1. Selection preference for all competitive recruitment actions for positions graded at the CC-02 and NF-03 and below, and all prevailing rate positions, is prioritized as follows:

a. Spouse Employment Preference.

b. Involuntary Separated Military Personnel.
c. Priority Reemployment Candidates.
d. Current and Former Employees.
e. Outside Applicants - Veteran.
f. Outside Applicants - Non-Veteran.

Section 2. Separation/Termination of Time-Limited Appointments:

a. Employees serving in a Time-Limited appointment may be separated prior to the termination of their appointment period with not less than a seven (7) day written notice with the DA 3434 serving as the notification. No advance notice is required to terminate an employee at the end of their established appointment period, the DA 3434 serving as the action notice. Such separations are not grievable and are taken without prejudice and do not preclude reemployment.

b. A probationary employee may be separated with not less than twenty-four (24) hours advance notice in the case of possible harm or injury to fellow worker or the public; might result in damage or loss of property or funds, or might be detrimental to the interests of the employing activity. A probationary employee may be separated with not less than seven (7) days written notice. Notice of separation may be given up to and including the last day of the probationary period, even though the effective day of separation may be beyond the end of the probationary period. The notification will be the DA 3434 and will include a statement that the separation is not grievable or appealable through adverse action channels.

c. A flexible employee who fails to report for duty or contact the Employer, and is carried in an Absent Without Leave (AWOL) status for three (3) consecutive work days may be separated for abandonment of position with no advance notice required.

d. An employee who voluntarily resigns may be separated effective the next day with the DA 3434 serving as documentation of the action. Such voluntary action is non-grievable.

Section 3. Employment of Flexible Employees (FLEX).

a. Effective with this Agreement, the Employer agrees to limit FLEX appoinments to permanent, continuing Regular Full-time and Part-time (20-39 hours a week averaged over 12 months) positions to one year; after which the incumbent FLEX employee will be converted to a Regular appointment or allowed to compete for the position under existing NAF placement and promotion procedures.

b. The Union agrees, without any further negotiations or limitations, that the Employer has the authority to hire FLEX into any type of position (other than Regular) established to meet certain seasonal and/or time-limited requirements, and/or to staff on demand or irregularly scheduled business operations or service activities. These positions are temporary (time-limited appointments) and permanent (regularly recurring need) and are characteristically described as or referred to as intermitten/on call, seasonal and unscheduled and regularly scheduled FLEX (part-time work of 19 hours or less a week).

c. Unless based on a fully justified business need, the Employer agrees not to split or reduce the hours of RFT and/or RPT positions to FLEX positions.

ARTICLE 23

JOB DESCRIPTIONS AND CLASSIFICATION

Section 1. Job descriptions for each catgory of employees in the unit will be prepared and grade determination made in accordance with applicable rules and regulations. Standardized Job Descriptions will be used whenever possible.

Section 2. The Employer agrees to furnish each employee an up-to-date copy of his job description upon assignment to the position and after any changes to the job description.

Section 3. When an employee is assigned a major duty that is not covered in the current job description and is expected to be a continuing requirement, the supervisor will initiate revision of the job description in coordination with the NAFPO. The phrase "performs other duties as assigned" which is contained in each job description shall ordinarily refer to duties related to the current job description.

Section 4. Each employee will be afforded the opportunity to discuss with the Employer his position description to determine if the description is accurate. During these discussions, the employee may be accompanied by a Union Representative if requested. A grievance regarding unresolved matters in this context will begin at Step 1 of the negotiated procedures.

Section 5. Procedure for Classification Appeals:

a. Pay Band Positions. When an employee believes that the grade or classification of his position is incorrect, he will discuss the matter with the supervisor. The supervisor may request assistance from NAFPO. If the appeal is not resolved at Fort Eustis, an opinion will be requested from higher headquarters. The Parties agree to be bound by the opinion.

b. FWS Positions. If the employee does not receive sufficient explanation or reach a resolution with the supervisor and NAFPO, the employee may submit a written appeal in accordance with applicable regulations.

ARTICLE 24

DETAILS AND TEMPORARY PROMOTIONS

Section 1. A detail is a temporary assignment of an employee to a position (different series or grade) other than his permanent position. A detail may be at an equal, higher or lower grade level than the employee's personal grade, for a specific period of time.

An employee need not qualify for the position to which detailed. Upon completion of the detail, the employee will normally return to his permanent position.

Section 2. Details will be made for brief periods to meet the particular needs of the situation requiring the temporary service of an employee.

Section 3. Selections of employees for detail assignments will be made on a fair and impartial basis. The selecting official shall be responsible for informing the employee of the detail assignment, reasons for the assignment, duties to be performed, estimated duration and for establishing controls to ensure that the details are properly recorded and timely terminated.

Section 4. Noncompetitive details will normally be made from among employees within the activity concerned. This does not limit the Employer's right to go outside the activity as necessary.

Section 5. Details over 30 days will be documented in the employee's OPF with a DA Form 4017 (or other appropriate form). When applying for a promotion, an employee may present information relative to detail assignments if he believes such information has a bearing on his qualifications.

Section 6. Employees detailed to a higher graded position will be temporarily promoted not later than 14 days after the beginning of the detail provided the employee is qualified for the position.

ARTICLE 25

PROMOTIONS AND PLACEMENT

Section 1. All employees and applicants for employment shall receive fair and equitable treatment for advancement opportunities without regard to race, age, sex, color, religion, national origin, lawful political affiliation, physical handicap or membership or non-membership in the Union.

Section 2. Regular positions except laterals, transfers, reinstatements, voluntary down grades and placement resulting from a BBA/RIF, will have an announcement prepared and posted on official bulletin boards to alert candidates that a vacancy exists. The posting period will be for a minimum of seven (7) consecutive days. The Employer agrees to furnish the Union one (1) copy of each announcement at the time of posting.

Section 3. The vacancy announcement will contain the following:

a. Title, Grade, Wage Range and Location
b. Employment Category (range of hours)
c. Major Duties
d. Minimum Qualification Requirements
e. Application Instructions
f. Equal Employment Opportunity Statement

Section 4. NAFPO will notify unsuccessful employee applicants in writing at the completion of the selection process, except applicants who apply under Open Continuous vacancy announcements will not be notified in writing due to the volume of applicants. Failure to be selected when proper promotion procedures are used is not a basis for a formal complaint or grievance. However, at the employee's request, NAFPO or his supervisor will review the application and discuss steps to improve the employee's promotion potential for future opportunities.

Section 5. Grievances concerning employee's eligibility and/or qualifications may be initiated at Step 3 of the Negotiable Grievance Procedure within 15 calendar days of receipt for notification.

Section 6. NAF child care workers will be provided training by the Employer commensurate with their Individual Education Plan. NAF employees performing the same duties as Appropriated Fund employees, will be provided equal opportunities for training. All competitive, local recruitment actions for appropriated fund child care positions will include NAF employees in the area of consideration.

Section 7. The Employer shall provide child care center employees appropriated training to reach the full performance level of the

position. Current CC employees may be converted to appropriated fund employees to maintain the appropriate NF-AF percentage mix intended by the Department of the Army. The Employer will determine which employees to convert by performance rating and NAF service computation date. Performance will be factored in by averaging the performance appraisals earned while employed at Fort Eustis. The appraisals that will be used will be the last three earned in the previous four years. For employees who have not worked at Fort Eustis long enough to receive three ratings, only those ratings earned at Fort Eustis will be considered. Missing performance ratings will be presumed to be satisfactory. Outstanding ratings will be worth 15 years, and Satisfactory ratings will be worth 10 years. The appraisals will be averaged with the result being subtracted from each employee's service computation date to obtain an adjusted service computation date. Employees will be converted in order of their adjusted service computation date, earliest date first.

ARTICLE 26

SALARY AND WAGE ADMINISTRATION

Section 1. Employees whose positions are classified to the NA/NL pay plan (Crafts/Trades), NF pay plan, or CC pay plan (Child Care Providers) shall have their base pay, annual cost of living adjustments, premium pay, length of service and performance-based pay increases and/or bonuses authorized and administered according to governing laws and agency regulations except as modified by this Agreement. Holiday pay and severance pay are covered in other article in this Agreement. Note: NLT as used in this article means "not less than".

Section 2. Department of Defense (DOD) Area Wage Surveys:

a. Area (prevailing rate) wage surveys will be conducted per statutory and regulatory directive as implemented by the appropriate DOD agency.

b. The Employer will share any and all information

concerning such surveys with the Union and agrees the Union has the right to bring matters of concern over such surveys to the attention of appropriate authority.

c. Employees who serve as official data collectors in an area wage survey or make presentations at a hearing before the wage survey committee will be authorized official time for these activities.

Section 3. Employee Wage/Pay Schedules

a. DOD is responsible for developing and issuing NA/NL area wage schedules and NF pay schedules which authorize employees' annual cost of living adjustment (COLA) pay increases and serve as the basis to compute other pay increases related to length of service or performance.

b. The Employer is responsible to implement employee wage/pay schedules in accordance with DOD and agency instructions; and for processing employee pay increases in a timely manner. All employees (NA/NL, NF, CC) will receive their appropriate COLA.

Section 4. Tipped Employees.

a. Tipped employees (waiters/waitresses) shall receive, in addition to their basic pay, all tips for services rendered by that individual employee. Tips shall not be used to offset any part of the payment of the prevailing wage rate established by wage schedules issued by DOD.

b. The Parties acknowledge that the Employer is required to comply with Internal Revenue rules concerning reporting tips as earned income. Such rules are currently contained in AR 215-1, Appendix C.

c. As a matter of past practice, employees are authorized and may agree among themselves to voluntarily enter tip-splitting arrangements but with the understanding that the Employer is not responsible to supervise or otherwise be held accountable for such arrangements

a. The Employer will pay Sunday premium pay to all Regular pay band (NF/CC) employees at the rate of 25% of the employee's basic rate of pay for all hours of non-overtime tour of duty when any part of the scheduled tour is performed on a Sunday including periods of paid leave and holidays.

b. The Employer will pay all Regular pay band employees night shift differential at the rate of base pay plus an additional 10% of that rate for all regularly scheduled work performed between the hours of 6:00 pm and 6:00 am including periods of paid leave and holidays.

Section 6. Pay for Performance (Pay Increases/Bonuses).

a. A guaranteed pay increase is authorized for eligible (non-probationary) NF and CC employees based on their annual, approved performance rating. Such pay increases shall be paid and authorized as follows:

Appointment Category	Performance Rating	Pay Increase
Regular/FLEX (Full-Time/FT)	Outstanding	NLT 2% of Annual Salary
Regular/FLEX (Less than FT)	Outstanding	NLT 2% of Gross Income earned during the rating period.
Regular/FLEX (Full-Time/FT)	Satisfactory	NLT 1% Of Annual Salary
Regular/FLEX (Less than FT)	Satisfactory	NLT 1% of Gross Income earned during the rating period.
Regular/FLEX	Unsatisfactory	0% increase

b. If an employee is at the top of his pay range, in lieu of a pay increase, he will receive a dollar equivalent lump sum bonus (cash award)

c. An employee permanently promoted to a higher grade or level position during the rating period with the corresponding pay

Section 5. Sunday Premium and Night Shift Differential Pay.

a. The Employer will pay Sunday premium pay to all Regular pay band (NF/CC) employees at the rate of 25% of the employee's basic rate of pay for all hours of non-overtime tour of duty when any part of the scheduled tour is performed on a Sunday including periods of paid leave and holidays.

b. The Employer will pay all Regular pay band employees night shift differential at the rate of base pay plus an additional 10% of that rate for all regularly scheduled work performed between the hours of 6:00 pm and 6:00 am including periods of paid leave and holidays.

Section 6. Pay for Performance (Pay Increases/Bonuses).

a. A guaranteed pay increase is authorized for eligible (non-probationary) NF and CC employees based on their annual, approved performance rating. Such pay increases shall be paid and authorized as follows:

Appointment Category	Performance Rating	Pay Increase
Regular/FLEX (Full-Time/FT)	Outstanding	NLT 2% of Annual Salary
Regular/FLEX (Less than FT)	Outstanding	NLT 2% of Gross Income earned during the rating period.
Regular/FLEX (Full-Time/FT)	Satisfactory	NLT 1% Of Annual Salary
Regular/FLEX (Less than FT)	Satisfactory	NLT 1% of Gross Income earned during the rating period.
Regular/FLEX	Unsatisfactory	0% increase

b. If an employee is at the top of his pay range, in lieu of a pay increase, he will receive a dollar equivalent lump sum bonus (cash award)

c. An employee permanently promoted to a higher grade or level position during the rating period with the corresponding pay

increase of NLT 4% **is not eligible** for a guaranteed performance based pay increase/bonus.

d. Performance-based pay increase/bonuses based on annual performance ratings will be made effective not later than 30 calendar days after the employee's recommended rating is approved by higher level review.

ARTICLE 27

EMPLOYEE ORIENTATION

Section 1. The Parties recognize the importance and the value of employee orientation upon initial hire or reassignment to a different organizational activity.

Section 2. Following an employee's initial appointment and in-processing, the Employer shall provide an employee orientation at the work-site. The orientation includes: general and specific job-related information; ensures that the employee knows his immediate supervisor, the management chain of command and the importance of following the chain of command for purposes of supervision and work assignments, performance expectations, leave request procedures, telephone numbers to call in case of illness or personal emergencies, etc.

Section 3. The Employer agrees the Union has an important role to play during a new employee's orientation and will ensure that the Union has the opportunity to meet with new unit employees.

ARTICLE 28

EMPLOYEE RECOGNITION

The Employer and Union recognize that employees at all levels make outstanding achievements and significant contributions to the NAF mission. The Employer and Union agree that it is a mutual benefit to recognize employees who make such achievements and contributions. Recognition will be accomplished in accordance with controlling regulations.

ARTICLE 29

TRAINING AND EMPLOYEE DEVELOPMENT

Section 1. The Employer and the Union agree that training and development of employees within the Unit is a continuing process and is one of the fundamental areas of importance in good personnel management.

Section 2. The Employer will publicize job training opportunities and inform employees of how to apply for training. The parties agree to stress employees the need for self-improvement and training to increase efficiency and output. With respect to any training given for preparing an individual for promotion, or where special training is required for promotion, the recipient of such training shall be selected on a competitive basis.

Section 3. Supervisors will provide necessary on-the-job orientation training to assist a newly assigned employee.

Section 4. The Employer will reasonably consider employees' requests to enroll in job-related correspondence courses at the expense of the Employer. Duty time will not generally be permitted to complete those courses not required by the Employer. Failure to successfully complete such courses could result in that the employee being denied future courses.

Section 5. Each employee shall receive fair and equitable consideration to participate in training consistent with the needs of the Employer.

ARTICLE 30

BUSINESS BASED ACTIONS/REDUCTION IN FORCE (BBA/RIF)

Section 1. BBA's, which may involve the use of RIF procedures as set forth in this Article, are defined as the Employer's action to reduce the number of occupied positions within the bargaining

unit, effect reassignments, reductions in work hours, change in employment category, separations, furlough and transfer of function. The parties have fully negotiated the impact and implementation of any and all future BBA/RIF actions which may occur during the life of this Agreement. This Article contains all of the specific arrangements agreed by the parties.

Section 2. The Employer will notify the Union when it is determined that a BBA/RIF is necessary. Prior to the issuance of official notices to the employees involved in a BBA/RIF action, the Employer will notify the Union as to the nature of the BBA, the number of anticipated spaces to be abolished and the approximate date when personnel actions will be initially effected and the reasons for the BBA/RIF. The Employer agrees to consult with the Union on the BBA/RIF and shall fully consider any suggestions made by the Union. The Union agrees not to divulge the contents of the plan until official notices have been issued by the Employer to the employees affected.

Section 3. For the purposes of this Article the BBA/RIF competitive areas are defined as all Billeting and all MWR activities of the Employer which are represented by the Union. Employees affected by the BBA will be placed on a retention list according to job series, grade and adjusted Service Computation Date (ASCD).

a. The last three performance appraisals received in the last four years will be considered. Missing performance appraisals will be presumed satisfactory. If not employed long enough to receive three appraisals, only those appraisals received (or should have received) will be considered. Outstanding ratings will be worth 18 years, and Satisfactory ratings will be worth 12 years. The appraisals will be averaged with the result being subtracted from the employee's service computation date to obtain ASCD.

b. Employees will be affected by BBA's/RIF's in order of their ASCD, most recent ASCD first.

c. When a tie exists after the computation of ASCD, the tie will be broken by a coin toss.

Section 4. In order to reduce the adverse impact upon bargaining unit employees, the Employer agrees to implement the following actions:

a. Initiate a hiring freeze on new employees, where appropriate.

b. Curtail conversion of flexible employees to regular employees.

c. Separate probationary employees who are in positions which maybe filled by employees affected by the BBA/RIF.

d. Honor requests for retirement from those employees who are eligible.

e. From the date of notification until the effective date of the BBA/RIF, the Employer agrees to make every effort to place affected bargaining unit employees in vacant positions or take other action which would minimize the adverse impact of the BBA/RIF. Employees may only be placed in vacant positions for which they are qualified.

Section 5. Affected employees will be furnished the necessary official time, along with their Union representative, to review their OPF's. In the event an employee does challenge his standing on the retention list and prevails, the retention list will be revised accordingly. In the event that the employee relies on any information which is not contained in his OPF, the burden of producing supporting documentation shall rest with the employee, after the Employer has made every reasonable effort at verification.

Section 6. Employees with the earliest ASCD will have preference in retention and placement over employees with later ASCD in the same grade level in the order as provided below.

a. Continuation in the same position.

b. Lateral to a vacant position.

c. Lateral to a position (of the same series and grade) held by a probationary employee, or to a position (of the same series and grade) held by an employee in a lesser retention job category, i.e. RFT to RPT, RPT to FLEX.

d. Downgrade to a vacant position.

e. Downgrade to a position held by a probationary employee or to a position held by an employee with a later ASCD, if the position has the same title, series and grade as a position previously held by the employee prior to assignment to the current position under BBA/RIF provided the employee remains qualified to perform the duties and responsibilities.

f. Separation.

Section 7. RFT and RPT employees shall be given 45 calendar days advance notice of transfer, downgrade or separation. Flexible employees shall be given seven calendar days advance notice of transfer, downgrade or separation. The notice will include the action to be taken, the effective date and salary retention information.

Section 8. The Employer further agrees that separated employees in a BBA/RIF will be offered positions at the same or lower grade/level from which separated for which they are qualified that develop within two years after the BBA/RIF, providing such employees maintain an application on file with the NAFPO and respond to a letter sent to the address of record within ten days from date of such letter. A copy of such letters will be furnished to the Union. If the employee does not respond, his name will be removed from the reemployment list. Employees will be reinstated to positions in order of ASCD, with the employee with the earliest ASCD being reinstated first.

Section 9. The parties agree to the following arrangements for employees affected by the BBA/RIF:

a. The Employer will conduct seminars during working hours for all affected employees regarding benefits available to them.

including reinstatement eligibility, the insurance continuation options, the Portability Act, severance pay, pay retention, unemployment compensation and information on any other out placement assistance available under the terms of this Agreement. The Employer will contact the appropriate state Unemployment Office and request that a representative brief affected employees on procedures to be followed in filing unemployment benefit claims, as well as any out placement services available. A designated Union Representative will be invited to attend these briefings. The briefings will be conducted no later than one week prior to the effective date of the BBA/RIF.

b. If ten or more employees are to be separated, a job information bulletin board will be created. A committee, composed of one representative each from the Employer and the Union, will contact local employers to obtain information on job availability or interest in affected employees. Any other information which would be beneficial to affected employees in job search efforts will be posted on these bulletin boards.

c. All affected employees identified for separation due to BBA/RIF will be provided a SF-8, Notice to Employee About Unemployment Insurance, at least two weeks prior to their last day of employment. The NAFPO will explain the purpose of the form, and advise affected employees to submit the form to the local Unemployment Office should they wish to file unemployment benefit claims.

d. The Employer will contact the local Unemployment Office within one week of release of advance notices to advise that agency of the number and type (by job) of affected employees to be separated. The Employer will assist affected employees in the preparation of resumes, to include final typing. The Employer will invite a representative of the local Unemployment Office to visit the installation to interview affected employees. If deemed appropriate by tne local Unemployment Office, the Employer agrees to forward copies of affected employee's resumes

e. The Employer will develop a list of Federal employers within the local commuting area and contact those employers by

ployees affected by the BBA/RIF. The Employer will also request information regarding application procedures, and make that information available to affected employees. There will be an initial contact, and follow-up contacts by telephone.

f. Severance pay will be paid as follows:

(1) Employees who have completed at least 12 consecutive months of service will receive severance pay when as a result of a BBA/RIF:

(a) A RFT is changed to RPT and the employee declines the offer and is separated.

(b) A RPT or RFT appointment is changed to FLEX.

(c) A RFT or RPT appointment is offered a FLEX position and the employee declines the offer and is separated.

(d) An employee is separated.

(e) An employee who is to be furloughed for a period greater than 60 days declines the furlough and is separated.

(2) Computation of Severance Pay.

(a) The amount is paid to a Regular Full-Time (RFT) employee will be 2% of annual salary for each full year (twelve months) of creditable NAF service. The amount paid will be prorated to include periods of service (month/days) of less than a year.

(b) The amount paid to a Regular Part-Time (RPT) employee will be 2% of gross pay for each year (twelve months) of creditable NAF service. The amount will be prorated to include periods of service (months/days) in excess of a year.

telephone to determine whether positions are available for employees affected by the BBA/RIF. The Employer will also request information regarding application procedures, and make that information available to affected employees. There will be an initial contact, and follow-up contacts by telephone.

f. Severance pay will be paid as follows:

(1) Employees who have completed at least 12 consecutive months of service will receive severance pay when as a result of a BBA/RIF:

(a) A RFT is changed to RPT and the employee declines the offer and is separated.

(b) A RPT or RFT appointment is changed to FLEX.

(c) A RFT or RPT appointment is offered a FLEX position and the employee declines the offer and is separated.

(d) An employee is separated.

(e) An employee who is to be furloughed for a period greater than 60 days declines the furlough and is separated.

(2) Computation of Severance Pay.

(a) The amount is paid to a Regular Full-Time (RFT) employee will be 2% of annual salary for each full year (twelve months) of creditable NAF service. The amount paid will be prorated to include periods of service (month/days) of less than a year.

(b) The amount paid to a Regular Part-Time (RPT) employee will be 2% of gross pay for each year (twelve months) of creditable NAF service. The amount will be prorated to include periods of service (months/days) in excess of a year.

(c) The amount to be paid to a Flexible employee will 1.5% of gross pay for each full year (twelve months) of creditable NAF service with the Employer up to two years, and 2% of gross pay for all creditable service in excess of two years up to a maximum of five years. The amount will be prorated to include periods of service (month/days) of less than a year.

(d.) Periods of service for which severance pay has previously been paid will not be counted.

(3) Employees who are eligible for an immediate unreduced NAF Retirement Annuity are not entitled to severance pay.

g. The Employer agrees that accrued annual leave will be paid in a lump sum. The Employer will counsel employees on retirement contribution options.

h. The Employer will waive separated employees' indebtedness for any sick leave granted.

i. Employees who have been identified for separation due to BBA/RIF will be allowed administrative leave, in increments of not less than two hours, for scheduled interviews, provided the employees apply for leave in advance. Such Administrative Leave shall be granted throughout the advance notice period.

ARTICLE 31

PERFORMANCE EVALUATION

Section 1. This Article applies to non-probationary Regular employees and to Flexible employees who have completed at least one year on the rolls, and have been paid for at least one hour per pay period for at least 20 to 26 pay periods.

Section 2. The Employer shall establish and/or amend performance standards identifying those specific evaluation factors and/or rating elements directly applicable to each employee's job; and shall complete and discuss job performance ratings

with employee's prior to making the evaluation part of the employee's official record. Employees should be encouraged to participate in the performance management process. The Employer will ensure that all employees to be rated are given a copy of their performance standards for their position as appropriate.

Section 3. An employee will receive an annual performance rating covering a specified period, usually the most recent 12 month period of employment. In established the rating period, the end of an employee's rating period will be the end of the month of the employee's service computation date. Performance appraisals are then due to be received by the employee and NAFPO no later than 45 days after the last day of the rating period except in extenuating circumstances.

Section 4. Supervisors are required to periodically meet with employees to discuss their job perofrmance. When a written record from these meetings is prepared, employees will be given a copy of the record and have the right to make written comments concerning the contents of the record. An employee's written comments will be attached to the record. The Employer will maintain confidentiality of counseling sessions and records of employee's job performance.

Section 5. The employee performance evaluation system, as developed by the Employer, is a three level (Unsatisfactory, Satisfactory, Outstanding) rating system absed on established generic performance factors documented on the Employee Performance Review Form (EPRF). The EPRF provides seven basic rating factors and a description of unsatisfactory, satisfactory and outstanding performance for each factor. The rating official will assign a numerical value, within a given range of vales, to one of three available ratings. The final rating must be reviewed and approved before becoming part of the employee's official personnel record. An employee's signature on the the EPRF indicates that the evaluation and rating have been discussed with the employee by the rating official and does not indicate that the employee agrees

with the rating. The Employer will maintain an employee's EPRF as a permanent record in the OPF maintained by the NAFPO.

Section 6. An employee has the right to grieve his overall rating and/or the evaluation of a specific factor. An employee who wishes to file a grievance must file the grievance at Step 2 of the Negotiated Grievance Procedure within fifteen (15) days from the date the employee received a copy of his official performance evaluation and rating.

Section 7. When an employee fails to meet established levels of performance and is rated unsatisfactory or is in danger of receiving an unsatisfactory rating, prior to taking a performance-based action (PBA) to downgrade or separate the employee, the Employer must advise the employee in writing of specific deficiencies and must be provided a reasonable time of not less than thirty (30) days to improve his performance to an acceptable level. The amount of time allowed will vary based upon the duties performed and the effect of the nonperformance on the mission or customers serviced.

Section 8. After a decision has been made to take a PBA (i.e. separation or downgrade for unsatisfactory performance), the PBA shall be processed in the same manner as a disciplinary action (see Article 32). A grievance resulting from a PBA will be filed at Step 3 of the Negotiated Grievance Procedure.

Section 9. The Employer will ensure that the supervisory and management officials who serve as rating or reviewing officials are fully informed as to their responsibilities under the performance management system and the provisions of this Article, to include keeping employees fully aware of and informed concerning performance standards and ratings.

ARTICLE 32

DISCIPLINARY ACTIONS

Section 1. All disciplinary actions will be taken only for just cause and for such reasons as promote the efficiency of the service.

Disciplinary actions shall be supported by a preponderance of evidence. Disciplinary actions must be taken on a timely basis. This is normally, within 30 days of the Employer becoming aware of the alleged infraction or the completion of a formal, e.g., military police, AR 15-6, etc., investigation.

Section 2. Disciplinary actions are defined as written reprimands, suspensions and separation for cause. The Employer will furnish each affected employee a copy of a memorandum for record of a counseling when one is prepared.

Section 3. When a determination is made that a formal reprimand is necessary to correct an employee's alleged misconduct, the written reprimand will be processed in accordance with the appropriate regulatory guidance. A grievance resulting from a written reprimand will begin at Step 1 under Article 39 within 15 calendar days from receipt.

Section 4. If the Employer proposes a separation, the following procedures will apply:

a. The Employer will provide a 30 calendar day advance notice (unless the crime provision is invoked), giving a description of the offense, in sufficient detail, to enable the employee to understand fully the violation, infraction, conduct or offense for which he is charged. Such specifics as time, place, dates and events should be included in support of the incident giving rise to the separation action. Notice of proposed separation will be specific enough to enable an employee to answer the notice and to review the material relied on to support the proposed action.

b. The employee may reply to the notice of proposed separation both orally and in writing and furnish affidavits and other documentary evidence in support of his answer within 15 calendar days (unless the crime provision is invoked) after the receipt of the proposed notice. The Employer will give consideration to extending the 15 calendar day right to reply period if the employee submits a timely written request stating valid reasons for desiring more time.

c. A decision will be made within a reasonable period of time, normally within 10 days. The notice of decision will inform the employee of his grievance rights and the time limits for filing.

Section 5. If the Employer proposes a suspension, the following procedures will apply:

a. The Employer will provide the employee a 20 calendar day advance notice citing enough specifics (see 4a, above) to enable the employee to answer the notice and provide an opportunity to review the material relied on to support the proposed suspension.

b. The employee may reply to the notice of proposed suspension both orally and in writing, and furnish affidavits and other documentary evidence in support of his answer within ten (10) calendar days after receipt of the proposed notice. The Employer will give reasonable consideration to extending the ten (10) calendar day right to reply period if the employee submits a timely written request stating valid reasons for desiring more time.

c. A decision will be made within a reasonable period of time. The notice of decision will inform the employee of his grievance rights and the time limits for filing.

Section 6. A grievance resulting from a separation or suspension action will be filed at step 3 of the negotiated procedure. The grievance must be filed within 15 calendar days of the effective date for an imposed disciplinary action.

ARTICLE 33

EMPLOYEE ASSISTANCE PROGRAM

Section 1 The Employer and the Union recognize the need to assist employees whose job performance or conduct are adversely affected by personal problems. The Union supports the Employer's Employee Counseling Services Program as a means for providing

information, education and other appropriate assistance or referral services for employee problems.

Section 2. The Employer will consider the employee's positive efforts in seeking treatment and rehabilitation when determining whether disciplinary or adverse actions will be taken.

Section 3. Records created and maintained by the Employee Counseling Services Program in relation too an employee's participation in the program are confidential. Such records will only be released outside the Program in accordance with law, which provides in part the will not be released to the employee's supervisors without specific written consent of the employee. Both the Union and the Employer encourage employees to self-refer themselves if they believe they are in need of the services of the Employe Counseling Program. Such self-referrals and the services provided are not reported to the employee's supervisor unless the employee consents to the release of the information.

Section 4. An employee may seek assistance and counsel of the Employee Counseling Services Program without jeopardizing job/ promotional opportunities.

ARTICLE 34

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer agrees it shall not discriminate regarding employment or conditions of employment because of race, color, religion, sex, national origin, age or handicapping conditions in accordance with applicable laws and regulations.

Section 2. An Employee who believes he has been discriminated against may pursue his dissatisfaction through EEO complaint procedures. An EEO complaint must be initiated with an EEO counselor within 45 calendar days of the discriminatory act or of the employee becoming aware of a discriminatory act. An employee may have a personal representative of his choice, as provided by regulation, in pursuing an EEO complaint.

Section 3. The Union will be allowed a representative on any committee under the auspices of the Equal Employment Opportunity Office which may deal with matters affecting the bargaining unit.

Section 4. The Union will assist the Employer and the equal Employment Opportunity Office in meeting objectives in equal opportunity. Where problems concerning discrimination arise within the bargaining unit, the Union is willing to assist in their resolution. Representatives of the Union and the Equal Employment Opportunity Officer will meet as often as they deem necessary relative to equal employment matters. Requests for such meetings will include the subject matter to be discussed.

ARTICLE 35

SUGGESTION PROGRAM

Section 1. The parties agree to promote participation of employees in the Suggestion Program.

Section 2. Suggestions should be submitted directly to the Army Ideas for Excellence Program Coordinator, Directorate of Resource Management. The Employer will make suggestions forms available in work areas.

Section 3. Adoption or rejection of a suggestion will be completed, when possible, not later than 60 days after the initiation of the suggestion. The employee will be advised in writing of the adoption or rejection of the suggestion. Awards for suggestions will be in accordance with applicable regulations.

ARTICLE 36

HEALTH AND SAFETY

Section 1. The Employer will exert every reasonable effort to provide and maintain safe working conditions and industrial health

protection for the employees, using applicable rules, regulations and directives. The Union will cooperate to achieve that end and will encourage all employees to work in a safe manner and to use prescribed personnel protective equipment.

Section 2. The employee, as a condition of employment, will wear or use protective clothing and/or equipment necessary for the performance of assigned work, such equipment and clothing to be furnished by the Employer. Employees will be responsible for the proper use, safeguarding and maintaining in proper condition, any such clothing or equipment issued to them.

Section 3. In the course of performing their regularly assigned work, employees and Union representatives will be alert to observe unsafe practices, equipment and conditions as well as environmental conditions in their immediate area which represent industrial health hazards. When apparently unsafe or unhealthy conditions are observed, employees or Union representatives shall report them to the supervisor. If the safety question is not settled, the supervisor shall refer the matter to the appropriate authority for resolution.

Section 4. The Union will encourage all employees to report all accidents immediately, as required by existing regulations. The Employer will comply with regulations concerning reporting of accidents and providing medical services to employees. Time spent in medical facilities by employees during working hours for emergency medical treatment as a result of occupational illness or injury shall not be charged leave.

Section 5. The Employer will ensure that at all times health standards are maintained. All employees will receive physical examinations in accordance with applicable regulations.

Section 6. No employee will be required of lift items or operate machinery or equipment which required physical exertion beyond the limits specified in current applicable directives.

Section 7. Non-slip mats/flooring shall be placed in hazardous areas.

Section 8. No child care worker employee shall be alone with children unless there is a functioning video system working.

Section 9. The Employer will advise an employee of child abuse allegations before or at the same time of any temporary reassignment resulting from such allegations.

ARTICLE 37

UNIFORMS, SPECIAL TOOLS AND PROTECTIVE CLOTHING

Section 1. When the wearing of uniforms/smocks is required, they will be supplied by the Employer. Each employe that works at least four days a week shall be provided four (4) uniform/smocks. Each employee that works less than four days a week shall be provided at least two (2) uniform/smocks.

Section 2. The Employer agrees to replace uniforms/smocks on a one-for-one basis due to normal wear and tear. Employees are required to take care of their uniform/smock. As an exception to this requirement, there are NAF business activities where the employees' uniforms, (primarily cooks and kitchen staff) are provided by rental or lease arrangements which may also include laundry service; or the Employer provides laundry service.

Section 3. Uniforms/smocks purchased by the Employer, are deemed accountable Agency property and as such when these uniforms/smocks are issued, employees may be required to sign for the uniforms/smocks. Employees are required to turn in their uniforms/smocks to the Employer upon reassignment or separation from their position.

Section 4. The Employer, at no expense to the employee, will provide protective clothing and devices to employees engaged in dirty work and when working with strong or caustic cleaning agents.

Section 5. The Employer, at no expense to the employee, agrees to provide special tools, equipment and foul weather gear necessary to protect the employee and/or to assure the accomplishment of the mission.

ARTICLE 38

MEDICAL SERVICES AND ON-THE-JOB INJURIES

Section 1. General. In terms of worker's compensation benefits, NAF employees are covered by the provisions of the Longshore and Harbor Worker's Compensation Act (LWHCA), 33 USC 901 et seq. as authorized by the NAF Instrumentalities Act of 1958.

Section 2. Supervisors and employees are responsible to report all accidents and on-the-job injuries and to submit the required claim form (LS-202) and all information and reports required by AR 215-1, Section XV, "Workers Compensation". Claim forms will be submitted to the NAFPO for processing. The NAFPO shall provide periodic employee orientation and training to supervisors relative to instructions and requirements concerning reporting accidents and on-the-job injuries, medical services and compensation.

Section 3. Medical Services: On-the-job Injuries

a. The Employer shall make appropriate arrangements to ensure that emergency medical treatment is available at the work site and that transportation necessary to secure medical treatment for on-the-job injuries is readily available. Time spent in medical facilities by employees during normal working hours for emergency medical treatment due to on-the-job illness or injury shall not be charged as leave.

b. An employee has the right to choose their treating physician.

c. Medical treatment for disability due to personal injury or disease sustained while in the performance of duty shall be provided pursuant to the LHWCA.

Section 4. Compensation Benefits. An employee who is disabled from work for more than three (3) days due to a compensable on-the-job injury is eligible for worker's compensation at a rate

established by law. Employees receiving compensation will be carried in a LWOP status until they return to work.

ARTICLE 39

GRIEVANCE PROCEDURE

Section 1. The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances. A grievance is defined as any complaint:

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

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

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

(1) The effect or interpretation, or a claim of breach of this Agreement; or

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

Section 2. The Negotiated Grievance Procedure is the sole procedure available to employees in the bargaining unit for resolution of covered matters.

Section 3. The following matters are specifically excluded from consideration under the Negotiated Grievance Procedure:

a. Any claimed violation relating to prohibited political activities.

b. Retirement, life insurance, or health insurance.

c. A suspension or removal for National Security reasons

d. The initial setting of any payband employee's pay if not in violation of any specific provision of this agreement.

e. Any examination, certification or appointment.

f. The classification of any position.

g. Non-selection for promotion from a group of properly ranked and certified candidates.

h. Termination of any employee during the probationary period.

i. Equal Employment Opportunity complaints.

j. The content of any regulation or published policy.

Section 4. Disputes over what is subject to the grievance procedures shall be referred to an arbitrator as a threshold issue in the related grievance. Grievability/Arbitrability issues must be raised in writing no later than seven (7) days after arbitration is invoked.

Section 5. Nothing in this Article precludes an employee or group of employees from presenting their own grievances and from having them adjusted, without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of the Agreement, and the Union has been given the opportunity to be represented at formal discussions of the grievance and be present at adjustment of grievance. When a unit member uses these negotiated grievance procedures, he must represent himself or must be represented by a steward or other representative approved by the Union {5 USC 7114(a)(5)}.

Section 6. To provide for the mutually satisfactory settlement of matters covered by the agreement, the following procedures will be followed:

NOTE: Except as provided for in this Agreement, grievances will be discussed with the employee's immediate supervisor within

the grievance arose, or within 15 days of the employee's first knowledge of the occurrence.

Step 1. Each dispute or grievance shall be taken up informally by the aggrieved employees, the steward and the appropriate supervisor. The supervisor must give his answer to the grievance within seven (7) calendar days.

Step 2. If no satisfactory settlement is reached between the aggrieved employee(s), the steward, and the supervisor, the grievance shall be reduced to writing stating the exact nature of the grievance, date incident occurred and remedy sought. The grievance shall be submitted within seven (7) calendar days to the next higher level of management. Upon receipt of a second step grievance, the management official or designee shall meet with the aggrieved employee(s), and Union representative within seven (7) calendar days after the written grievance. A written decision will be rendered within seven (7) calendar days after the meeting.

Step 3. If no satisfactory settlement is reached at the second step, the written grievance will be submitted within seven (7) calendar days to the Chief, AFPO for processing. Upon receipt of a third step grievance, the Commander, or his designated representative(s) shall arrange to meet within seven (7) calendar days, with the aggrieved employee(s), and the appropriate representative(s) of the Union to discussed the grievance. A written decision will be rendered within seven (7) calendar days after the meeting.

Section 7. When several employees have an identical grievance, the Employer and the Union will call employees affected together and request them to select one individual case for processing. The Union agrees to encourage the processing of only one grievance in place of numerous identical grievances. The employees will be told that, if they agree, decision on the case selected will be binding on all other identical cases. If any employee refuses to participate in the agreement, his refusal shall not affect his right to process his grievance individually. This test case

15 calendar days after the occurrence of the matter out of which the grievance arose, or within 15 days of the employee's first knowledge of the occurrence.

Step 1. Each dispute or grievance shall be taken up informally by the aggrieved employees, the steward and the appropriate supervisor. The supervisor must give his answer to the grievance within seven (7) calendar days.

Step 2. If no satisfactory settlement is reached between the aggrieved employee(s), the steward, and the supervisor, the grievance shall be reduced to writing stating the exact nature of the grievance, date incident occurred and remedy sought. The grievance shall be submitted within seven (7) calendar days to the next higher level of management. Upon receipt of a second step grievance, the management official or designee shall meet with the aggrieved employee(s), and Union representative within seven (7) calendar days after the written grievance. A written decision will be rendered within seven (7) calendar days after the meeting.

Step 3. If no satisfactory settlement is reached at the second step, the written grievance will be submitted within seven (7) calendar days to the Chief, AFPO for processing. Upon receipt of a third step grievance, the Commander, or his designated representative(s) shall arrange to meet within seven (7) calendar days, with the aggrieved employee(s), and the appropriate representative(s) of the Union to discussed the grievance. A written decision will be rendered within seven (7) calendar days after the meeting.

Section 7. When several employees have an identical grievance, the Employer and the Union will call employees affected together and request them to select one individual case for processing. The Union agrees to encourage the processing of only one grievance in place of numerous identical grievances. The employees will be told that, if they agree, decision on the case selected will be binding on all other identical cases. If any employee refuses to participate in the agreement, his refusal shall not affect his right to process his grievance individually. This test case

procedure is not applicable to any situation where individual differences exist or when evaluation of the individual qualifications of the aggrieved employees would be required to decide the issues.

Section 8. All time limits may be extended by mutual written agreement of the Union and the Employer. Failure of the Employer to observe the stated or extended time limits for any step in the grievance procedure shall entitle the Union or employee to advance the grievance to the next step. Failure of the Union or employee to observe the stated or extended time limits shall constitute withdraw of grievance. The aggrieved (employee or Union) may withdraw the grievance at any time. Additionally, if the Employer fails to meet any time limits the Union may bring this deficiency to the attention of the Commander.

Section 9. If the Employer or the Union submits a grievance, the grievance must be filed within 15 days of the incident or within 15 days of when the party became aware of the grievance. In the case of an Employer-initiated grievance, the Union President will receive the grievance. In the case of a Union-initiated grievance, the Commander or Chief, NAFPO will receive the grievance.

Section 10. Any grievance not resolved under the terms of this Article may be referred to arbitration by either the Union or the Employer in keeping with the provisions of Article 40, Arbitration.

ARTICLE 40

ARBITRATION

Section 1. In the event a grievance processed through the negotiated grievance procedure is not satisfactorily settled, the matter may be submitted to arbitration. Arbitration may only be invoked by the Employer or the Union. Arbitration must be invoked within 10 workdays of receipt of a final decision.

Section 2. Within seven (7) days of receipt of the request for arbitration, the parties shall separately or jointly request the Federal Mediation and Conciliation Service to provide a list of seven impartial persons qualified to act as arbitrators. The moving Party will initially pay

the $30.00 FMCS fee to obtain the list of arbitrators. Upon receipt of an arbitrator's decision, the losing Party is responsible for the $30.00 fee. In the case of a split decision/settlement, the Parties will split the $30.00 fee. The Parties shall meet within seven days after receipt of the list of arbitrators unless delay is mutual agreed upon. The Union and the Employer will each strike out one name from the list and shall then repeat the procedure. The remaining name shall be the selected arbitrator. The Party invoking arbitration shall strike first.

Section 3. The fee and expense, if any, of the arbitrator shall be borne by the losing party. The Arbitrator shall determine the losing party. If there is a split decision in which neither party can be designated as the losing party, the costs shall be borne equally. The arbitration hearing will be held on the Employer's premises during the regular day shift hours of the basic workweek (Monday-Friday). All employee participants in the hearing shall be in a duty status, if otherwise scheduled to work on the day of arbitration.

Section 4. The arbitrator will be requested to render his decision as soon as possible after the date of the hearing. If both parties so agree, the dispute may be decided upon written submissions only.

Section 5. The parties will not in good faith attempt to define the issue and agree on a joint submission to be sent to the arbitrator in advance of the hearing. If agreement cannot be reached each party will submit their issues to the arbitrator who will then determine the final wording of the issue.

Section 6. Either the Union or the Employer may file exceptions to an arbitrator's award in accordance with law and regulation.

Section 7. The parties should exchange their lists of witnesses and copies of exhibits prior to the scheduled hearing date.

Section 8. If an employee prevails, he will be entitled to back pay in accordance with 5 USC 5596.

ARTICLE 41

INSURANCE AND RETIREMENT

Section 1. All Regular employees are eligible to participate in the NAF Group Life Insurance, NAF Health Insurance Plan and the NAF Retirement Plan as set forth in the plans. Information about those plans is available from the NAFPO.

Section 2. The employee cost for health insurance will be 35% of the total cost.

Section 3. Annually the NAFPO will distribute to employees who have health insurance coverage the costs for coverage for the following year. This will be distributed as soon as feasible after receipt.

ARTICLE 42

TRANSPORTATION

Section 1. The Employer will provide safe and adequate transportation for all employees who are required to use government vehicles. Adequate seating and safety equipment will be provided for employees required to ride in government vehicles.

Section 2. Employees will not be required to use private vehicles to conduct official business of the Employer unless a condition of employment stated in the vacancy announcement. With prior written approval of a supervisor an employee will be reimbursed a mileage charge to use their POV for official business.

ARTICLE 43

CHARITABLE ACTIVITIES

The parties recognize the importance of employee participation in authorized charitable-fund raising campaigns, savings programs,

and other charitable and humanitarian activities. It is agreed that such participation shall always be voluntary and that the Employer and the Union shall refrain from exerting pressure upon employees to participate.

ARTICLE 44

CONTRACTUAL WORK

It shall be the policy of the Employer to openly and fully advise the Union regarding any proposed contracting out of new or revised functions or any contracting action which may result in current Employees losing their jobs. The Employer shall bargain as provided in Article 4, Negotiations.

ARTICLE 45

UNFAIR LABOR PRACTICES

Section 1. The Employer and the Union agree that the resolution of complaints that arise under 5 U. S. C. 7116, Unfair Labor Practices (ULP) should be handled informally and between the Parties. In an effort to resolve such issues, it is agreed that the informal resolution period will not exceed fifteen (15) workdays.

Section 2. If no informal resolution is reached during that time, the ULP may be forwarded to the Federal Labor Regulations Authority (FLRA) in accordance with applicable law and regulations. It is recognized, however, that all time limitations prescribed in FLRA regulations concerning the filing of ULP's apply and are not otherwise affected by the informal resolution period.

Section 3. All informal complaints between the Parties will be filed, in writing with either the Employer, ATTN: CPAC/NAFPO, or the President, NAGE Local R4-6.

ARTICLE 46

MISCELLANEOUS

Section 1. Upon the Union President's written request, and not more than two times during each calendar year, the Employer will furnish the Union a listing of unit employees. Listings will include each employee's name, grade, appointment category and organizational identifier.

Section 2. The Employer will provide the Union President (or his designee) a copy of the Department of Army NAF Civilian Personnel Regulations and proposed changes thereto.

Section 3. Employees of resale food service activities will be entitled to receive an employee meal at 50% discount in conjunction with their work schedule. Food activity employees shall receive unlimited coffee and tea without charge in conjunction with their work schedule.

Section 4. Smoking

a. Smoking is prohibited in all Government vehicles, buildings and main entrance ways with the exception of designated smoking areas.

b. Outdoor smoking areas will be designated that provide some measure of protection from the elements and where it does not expose others to second hand smoke.

c. Employees will not smoke while on duty in customer service areas except during meal periods and breaks.

d. Employees may take their breaks in increments to be allowed to smoke. This will be done with the approval of the supervisor.

Section 5. The parties agree the Employer may publish an Employee Handbook which will contain established policies and information useful to employees that is consistent with this collective bargaining agreement. The Handbook may apply to a single activity or all NAF activities. The Employer agrees to provide the Union a draft of any proposed handbook prior to printing and distribution pursuant to Article 4, Negotiations. The Employer will also provide the Union five copies of any finalized handbook and distribute one copy to each employee.

Section 6. Child-Care. Eligible employees may apply to use the installation military Child Development Centers and to request assistance and utilize installation referral services to use on-base family child-care provider services per governing statute, Agency regulations, and the policy and directives issued by the Employer. The costs for the use of the Employer's child-care facilities, to include registration fees and basic fees, will be based on the same income criteria as that established for military personnel. Family child-care provider services are established by each individual Care Provider.

Section 7. Employee Paycheck Delivery and Allotment Services. Paychecks will be delivered by electronic fund transfer procedures to a financial institution of the employee's choice or by hand delivery at the work site. However, in compliance with the Debt Collection Improvement Act of 1996, all employees are required to receive their paychecks by electronic fund transfer effective January 1, 1999. Pre-designated amounts of an employee's paycheck may be deposited in specific banks, credit unions, saving and loan offices or other financial institution per procedures established by the servicing DFAS payroll office after completion and approval of the appropriate forms or applications.

ARTICLE 47

PUBLICATION AND DISTRIBUTION OF AGREEMENT

The Employer agrees to reproduce and provide a copy of this Agreement for each employee in the bargaining unit. The Union shall be provided fifty copies of the Agreement.

ARTICLE 48

Duration and Changes

Section 1. This agreement shall remain in full force and effect for a period of three years from the date of its approval by the head of the Agency or from the 31st day after execution, whichever is sooner. This Agreement will automatically be renewed for three (3) year periods thereafter unless written notice of a desire to renegotiate the Agreement is served by either party between the 105th and 60th day prior to expiration of the contract.

Section 2. This agreement is subject to reopening:

a. By mutual consent of the parties concerned;

b. When new or revised laws or regulations of appropriate authority require changes to provisions of the Agreement.

Section 3. When the renegotiation of this Agreement is pending or in process, and the parties are unable to complete such renegotiation by the termination date of the Agreement, the terms and conditions of this agreement shall continue in effect until a new Agreement is effected.

IN WITNESS WHEREOF, the Parties' negotiating teams have entered into this Employer-Union agreement on 29 January 1998.

For The Employer:

Raymond V. Michael
NAF Personnel Specialist
Civilian Personnel
Advisory Center
N.A.G.E.
CHIEF NEGOTIATOR

For The Union:

George L. Reaves, Jr.
National Representative
CHIEF NEGOTIATOR

Clary Hanmer
Civilian Labor Law Advisor
Office of the Staff Judge Advocate
TEAM MEMBER

Teresa G. Jones
NAF Vice President
Local R4-6, NAGE
TEAM MEMBER

Julius L. Williams
Billeting Branch Manager
Directorate of Public Works
TEAM MEMBER

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE ENTERED INTO THIS EMPLOYER-UNION AGREEMENT ON 29 JANUARY 1998.

For the Employer	For the Union

APPROVED FOR:

US ARMY TRANSPORTATION CENTER FORT EUSTIS (USATCFE)	NATIONAL ASSOCIATION OF AND GOVERNMENT EMPLOYEES
Richard S. Gula Colonel, TC Garrison Commander	Joe Fulghum President Local R4-6, NAGE

This Agreement has been reviewed and approved by the Department of Defense Civilian Personnel Management Service effective February 27, 1998.