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PREAMBLE

WHEREAS experience in both the private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them, safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment; and

WHEREAS the public interest demands the highest standards and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operation of the Government; and,

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

WHEREAS it is the intent and purpose of the Parties to promote and improve the efficient administration of services and the well being of employees within the meaning of the provisions of existing or future laws and regulations of appropriate authorities to establish a basic understanding relative to personnel policy, practices and procedures affecting conditions of employment within the jurisdiction of the Employer and to provide means of amicable discussion of matters of mutual interest, the Parties affirm that they will cooperate in efforts to insure good relations among the Employer, the Union, employees and the local community; and,

WHEREAS subject to law and the paramount requirements of public service, effective labor-management relations require a clear statement of the respective rights and obligations of the Union and of Management.

NOW, THEREFORE, pursuant to the policy set forth in 5 USC Chapter 71, the following articles constitute an Agreement by and between Headquarters, XVIII Airborne Corps and Fort Bragg, N.C. hereinafter referred to as the Employer, and the National Association of Government Employees, Local R5-160 located at Fort Bragg, N.C. hereinafter referred to as the Union.

DEFINITIONS AND ABBREVIATIONS

For the purpose of this Agreement, the following definitions and abbreviations apply:

a. NAF: Nonappropriated Fund.

b. NAFI: Nonappropriated Fund Instrumentality. One NAF activity employing unit members, as opposed to NAF activities collectively.

c. Appointment Categories:

(1) Regular. 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 from 20 to 34 hours. The minimum workweek for RPT employee is 20 hours, however, an RPT employee may be guaranteed a work week up to 34 hours. The term "Limited Tenure" will be added to a regular appointment when the position is required to meet special work requirements that will last at least one year, but are known to be non permanent and will cease to be needed upon completion of a project or a projected period of time. "Seasonal Positions" are positions that are not needed for an entire year and may place incumbents in a nonduty, nonpay status during the periods when their services are not needed. Limited Tenure and Seasonal employees have the same entitlement to leave and benefits as do all regular employees.

(2) Flexible. A flexible (FLEX) employee serves in an indefinite position on either a scheduled or an as needed basis. There is no upper limit to the hours a flexible employee may work.

d. Supervisor: an individual employed by an agency having authority in the interest of the agency to hire, direct, assign, promote, demote, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment.

e. Management official: an individual employed by an agency in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the agency.

f. Collective bargaining: the performance of the mutual obligation of representatives of the agency and the union to meet at reasonable times and to consult and bargain in a good

faith effort to reach agreement with respect to the conditions of employment affecting such employees and to execute, if requested by either party, a written document incorporating any collective bargaining agreement reached, but the obligations referred to in this paragraph do not compel either party to agree to a proposal or to make a concession.

g. Consultation: discussion between the parties on policies, programs, and procedures related to working conditions of members of the Union which are within the authority of the Employer for the purpose of obtaining union views before the Employer takes final action.

h. Negotiation: good faith 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.

i. Grievance: any complaint

(1) By any unit employee concerning any matter relating to the employment of the employee;

(2) By the Union concerning any matter relating to employment of unit employees;

(3) By any unit employee of the Union or the Employer concerning -

(a) The effect or interpretation or a claim of breach of this agreement; or

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

LEGAL AND REGULATORY REQUIREMENTS

1. SECTION 1. In the administration of all matters covered
2. by this Agreement, officials and employees are governed
3. by existing and future laws and the regulations of
4. appropriate authorities, including policies and
5. regulations in existence at the time this Agreement is
6. approved; and by subsequently published Agency policies
7. and regulations required by law, or by the regulations of
8. appropriate authorities, or authorized by the terms of a
9. controlling Agreement at a higher agency level.

10. SECTION 2. The fact that the Union agrees to publish
11. agency policies and regulations in existence at the time
12. the agreement is approved does not preclude the Union
13. from requesting to meet and negotiate on any agency
14. policy and regulation.

ARTICLE ONE
EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT

1. SECTION 1. The Employer recognizes the Union as the
2. exclusive bargaining representative for all employees
3. included in the bargaining unit defined in Section 2 of
4. this Article.

5. SECTION 2. The recognized bargaining unit covered by
6. this Agreement includes all employees of Nonappropriated
7. Fund (NAF) activities, Fort Bragg, North Carolina.

8. SECTION 3. Excluded from the Unit covered by this
9. Agreement are the following: All management officials,
10. supervisors, professional employees, employees engaged in
11. Federal personnel work in other than a purely clerical
12. capacity, confidential employees in the Army and Air
13. Force Exchange Service, flexible employees with
14. appointments not to exceed ninety (90) days, and guards.

15. SECTION 4. Subsequent references hereinafter to
16. "Employee" will be understood to apply to the employees
17. of the recognized bargaining unit represented by the
18. Union.

ARTICLE TWO
RIGHTS AND OBLIGATIONS OF THE EMPLOYER

1. SECTION 1. Management officials of the Agency retain these
2. rights in accordance with applicable laws and regulations:

3. (a) to determine the mission, budget, organization,
4. number of employees, and internal security practices of
5. the employer; and
6. (b) to hire, assign, direct, layoff, and retain
7. employees in the agency, or to suspend, remove, reduce in
8. grade or pay, or take other disciplinary action against
9. such employees;
10. (c) to assign work, to make determinations with
11. respect to contracting out, and to determine the
12. personnel by which employer operations shall be
13. conducted;
14. (d) with respect to filling positions, to make
15. selections for appointments from--
16. (1) among properly ranked and certified

17. candidates for promotion; or
18. (2) any other appropriate sources; and nothing
19. in this Article shall preclude the Employer and the
20. Labor Organization from negotiating upon mutual
21. agreement of both parties:
22. (a) on the numbers, types, and grades of
23. employees or positions assigned to any
24. organizational subdivision, work project, or tour of
25. duty, or on the technology, methods, and means of
26. performing work;
27. (b) procedures which management officials will
28. observe in exercising any authority under this
29. Article;
30. (c) appropriate arrangements for employees adversely
31. affected by the exercise of any authority under this
32. section by such management officials.

33. SECTION 2. Management Officials, supervisors and
34. employees will not use their Government position,
35. facilities, property or equipment to engage in,
36. contribute to, support, or become involved in any private
37. business or profit-making endeavor on official duty time.

ARTICLE THREE
RIGHTS AND OBLIGATIONS OF EMPLOYEES

1. SECTION 1. Nothing in this Agreement shall require an
2. employee to become or to remain a member of a labor
3. organization, or to pay money to the organization except
4. pursuant to a voluntary, written authorization by a member
5. for the payment of dues through payroll deductions.

6. SECTION 2. Each employee has the right, freely and
7. without fear of penalty or reprisal, to form, join, and
8. assist Local R5-160, NAGE, or to refrain from any such
9. activity, and each employee shall be protected in the
10. exercise of this right. It is agreed, however, that
11. activities performed by any employee relating to internal
12. business of the Union (including solicitation of
13. membership, election of Union officials, and collection of
14. dues) shall be performed during the time the employee is
15. in a non-duty status.

16. SECTION 3. Nothing in this Agreement precludes an
17. employee of the bargaining unit, regardless of union
18. membership, from bringing matters of concern to the

19. attention of appropriate officials under applicable law,
20. rule, regulation, or established agency policy.
21. Employees have the right to be represented by an attorney
22. or by a representative, of their choice in any grievance
23. or statutory appeal action, except those subject to the
24. negotiated grievance procedure.

25. SECTION 4. The Union shall be given the opportunity to be
26. represented at any examination of a unit employee by a
27. representative of the Employer in connection with an
28. investigation if:

29. a. The employee reasonably believes that the
30. examination may result in disciplinary action against the
31. employee; and

32. b. The employee requests representation.

33. c. The Employer shall annually notify the employees
34. of their rights.

35. SECTION 5. Both parties shall take such action,
36. consistent with law, as may be required to assure that
37. employees in the unit are appraised of the rights
38. described in this article, and that no interference,
39. restraint, coercion, or discrimination is practiced to
40. encourage or discourage membership in the Union.

41. SECTION 6. An employee has the right to confer with the
42. Union during duty hours concerning grievances, complaints
43. and/or appeals. An employee desiring to confer with a
44. Union representative will make the request for time to leave
45. his/her work area. If the employee can not be released at
46. the time of his/her request they will be provided another
47. time on the next duty day (weekday) consistent with mission
48. requirements. However, if the mission will not allow release
49. the following duty day (weekday) they shall be extended an
50. amount equal to the delay beyond the next duty day for filing
51. any grievance.

52. SECTION 7. Employees have the right to be treated with
53. dignity and with respect.

54. SECTION 8. Disciplinary actions and formal counseling
55. sessions will be in private.

56. SECTION 9. Employees of the Child and Youth Services
57. because of Child Abuse allegations are prevented from
58. performing the duties of their position shall be informed
59. of the allegation. Regular employees will be detailed to

60. another position or if no position is available granted
61. administrative leave pending resolution of the allegations.
62. Section 10. Management Officials and Supervisors will
63. maintain a position of neutrality with regard to questions
64. of dues paying membership or non-dues paying membership of
65. subordinates in the Union.

ARTICLE FOUR
RIGHTS AND OBLIGATIONS OF THE UNION

1. SECTION 1. The Union shall accept employees of the unit
2. as members without discrimination based on race, color,
3. religion, creed, age, sex, national origin, political
4. affiliation, marital status or physical and mental
5. handicap.
6. SECTION 2. The Union shall act for and negotiate
7. agreements covering all employees in the unit and shall
8. be obligated to represent the interests of all such
9. employees without discrimination and without regard to
10. Union membership in matters covered by this Agreement.
11. SECTION 3. Grievances or complaints of employees in the
12. unit are subject to the negotiated grievance procedure
13. contained in this negotiated Agreement. An employee may
14. handle his own grievance or select his own Union
15. representative in such proceedings. However, the Union
16. shall be given an opportunity to be represented at formal
17. discussions between management and employees or employee
18. representatives concerning such grievances at which time
19. the Union will make its views known.
20. SECTION 4. Whereas the public interest requires high
21. standards of employee performance and the continual
22. development and implementation of modern and progressive
23. work practices to facilitate improved employee performance
24. and efficiency, the Union agrees to assist the Employer in
25. the furtherance of those standards in this Agreement.
26. SECTION 5. The Union will insure that internal Union
27. business such as soliciting membership, election of
28. officers, posting and distributing Union literature, and
29. holding Union meetings are conducted during non-duty hours
30. of the employees involved.

31. SECTION 6. The Union is obligated to abide by the provision
32. at 5 U.S.C. Chapter 71 concerning strikes, work stoppages or
33. slowdowns and unlawful picketing.

34. SECTION 7. The Union shall be given the opportunity to be
35. represented at any formal discussion between one or more
36. representatives of the Employer and one or more employees
37. in the unit or their representatives concerning any
38. grievance or personnel policy or practices or other
39. general condition of employment.

40. SECTION 8. All new employees at the time of inprocessing
41. will be informed about the existence of the Union.

42. SECTION 9. All new employees shall at the time of
43. reporting to duty will be informed by the Employer that NAGE
44. Local R5-160 is the exclusive representative of the employees
45. in the unit and be given the opportunity to speak with the
46. shop steward representing said activity, who will sign off
47. on his/her New Employee Check List.

48. SECTION 10. The Union will be notified in advance of new
49. employee orientation sessions and will be permitted a 15
50. minute block of time to have a representative speak to
51. those in attendance. The Union may advise them of the
52. Union's existence and representational responsibilities;
53. composition of the bargaining unit; location, address and
54. phone numbers of installation Union representatives; and
55. to distribute copies of the current NAF agreement.

ARTICLE FIVE
MATTERS APPROPRIATE FOR CONSULTATION OR
NEGOTIATION

1. SECTION 1. Matters appropriate for advance consultations,
2. discussion, or negotiation between the parties are
3. policies and practices relating to working conditions
4. which are within the discretion of the Employer, including
5. but not limited to, such matters as safety, training,
6. labor management cooperation, employee services, methods
7. of adjusting grievances, appeals, granting of leave,
8. promotion plans, details, demotion practices, pay
9. practices, business based actions, reductions-in-force and
10. hours of work.

11. SECTION 2. Either party has the right to confer with the

12. other concerning subjects appropriate for consultation or
13. negotiation as outlined in Section 1, above, and matters
14. affecting employee morale. The party desiring a meeting
15. shall provide a 15 calendar day notice to the other party
16. specifying the subject matter to be discussed and, if
17. appropriate, summarizing the incident or condition, if
18. any, which necessitates the meeting.

19. SECTION 3. It is recognized that this Agreement is not
20. all inclusive and the fact that certain working conditions
21. have not been specifically covered in the Agreement does
22. not lessen the responsibility of either party to meet with
23. the other for discussion and exchange of views in an
24. effort to find mutually satisfactory solutions to matters
25. related to policies, practices, procedures and conditions
26. of employment not covered by this Agreement.

27. SECTION 4. The Civilian Personnel Officer (CPO) designee
28. is the initial point of contact between the Employer and
29. the Union on all matters arising out of the Employer-Union
30. relationship except where other designees are specifically
31. established elsewhere in this Agreement. The CPO will be
32. the Employer's representative in dealing with the Union's
33. officers and elected officials. This designation shall
34. not be applied so as to interfere in the normal day-to-day
35. relationships between a designated Steward and the
36. appropriate supervisor.

37. SECTION 5. It is understood that the Employer and the
38. Union under this article means a representative with
39. delegated authority to speak for the parties.

40. SECTION 6. Negotiation is defined as collective
41. bargaining between the Employer and the Union
42. with the objective of reaching a formal written agreement.

43. SECTION 7. Procedures for Bargaining:

44. (a) The Employer agrees to notify the Union
45. President in writing prior to the planned implementation
46. of a proposed change in conditions of employment. The
47. Union will sign the notice the day he/she receives
48. it, an unsigned notice will not be accepted as proof that
49. the Union received notification. Official agreements
50. must be signed by the President and a Management
51. representative or their designee.

52. (b) The Union shall have fourteen (14) calendar
53. days from the date of notification to request bargaining.

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

57. (d) Upon timely request by the Union, bargaining
58. will commence within seven (7) calendar days, unless
59. otherwise agreed upon by the Parties.

60. SECTION 8. Issues regarding negotiability of an item
61. will be resolved in accordance with applicable
62. provisions of Title V of USC and the rules and
63. regulations of the Federal Labor Relations Authority.

ARTICLE SIX
UNION REPRESENTATION

1. SECTION 1. The Employer agrees to recognize
2. officers and stewards elected or appointed by the
3. Union to represent employees. The Union reserves the
4. right to assign its stewards so that the various
5. organizations will have adequate coverage. The Union
6. will provide the Employer with a quarterly roster, in
7. writing, of its officers and shop stewards and any
8. changes thereto. As a minimum the roster will
9. contain names, organizations and telephone numbers.

10. SECTION 2 Officers and Stewards will be permitted
11. reasonable time to contact employees and management
12. officials on matters directly related to working
13. conditions or employee problems or grievances and
14. labor management activities. Time used by a Steward
15. during scheduled work hours in the performance of
16. representational duties will be obtained in advance
17. by submission of an official time form (shown at
18. Appendix A) with the knowledge and approval of his
19. immediate supervisor. During such granted absence,
20. the Steward will confine his activities to the
21. conduct of that business for which approval of
22. temporary absence was requested, and return directly
23. to his work area upon completion of the business at
24. hand. In the event the Steward's official business
25. cannot be concluded within the approved time of
26. absence, he may contact his immediate supervisor and
27. request additional time and be governed accordingly.
28. When a Steward/Officer enters a work area,
29. an Officer and/or Steward/representative will notify
30. the grievant's employee's supervisor preferably by

31. telephone, in advance of entering a work area. If
32. the employer cannot release the grievant/employee at
33. that time without unduly interrupting the work or
34. jeopardizing the operation of the work area and/or
35. as the result of an emergency, the Employer will
36. advise the Steward/Representative of an alternate
37. time when the grievant/employee will be available.
38. Upon return to his/her work area, he/she will
39. personally notify his/her immediate supervisor of
40. his/her return to duty. The Employer will
41. grant such request unless such absence would cause
42. an undue interruption of work or jeopardize the
43. operation of the work unit, and if a specific
44. request is denied, the Steward and Employer will
45. seek mutual agreement on an alternative time for
46. absence. The Chief Steward will be permitted to
47. contact employees and supervisors without regard to
48. specific organizational assignment, subject to
49. the same conditions as any regular Steward.

50. SECTION 3. In addition to Section 2, Union official
51. and affected employee will receive
52. administrative/official time in accordance with 5
53. U.S.C. 7131 for preparation for and attendance at
54. grievance meetings, arbitration hearings and oral
55. reply meetings.

56. SECTION 4. The Union will endeavor to select
57. Stewards who possess qualities of leadership and
58. responsibility and who will deal with employees and
59. management in a manner that will inspire confidence
60. and respect. The Union will properly orient and
61. indoctrinate Stewards with respect to 5 U.S.C.
62. Chapter 71, as well as the provisions of this
63. Agreement. The Employer will notify the Union of
64. undesirable conduct of a Steward and the Union will
65. investigate such charges and take action deemed
66. appropriate by the Union.

67. SECTION 5. Duly designated representatives and
68. officers of NAGE Local R5-160, will be authorized to
69. visit areas of the installation on appropriate local
70. Union business subject to applicable security
71. regulations and with the concurrence of the activity
72. head of the NAF area involved.

73. SECTION 6. Non-local Union representatives may

74. visit activities of the Employer at reasonable times
75. on appropriate Union business provided they present
76. proper credentials to the Civilian Personnel Officer
77. and explain the purpose of such visits. Visits
78. shall be confined to those functions authorized by
79. controlling regulations and procedures and will be
80. subject to applicable security regulations.

81. SECTION 7. It is agreed that no Union
82. representative shall be denied any right or
83. privilege he may otherwise be entitled to solely
84. because of his activity as a Union representative.

85. SECTION 8. Twenty (20) hours of official time, per
86. week, shall be granted the Union President, twenty
87. (20) hours of official time per week, shall be
88. granted the Union Vice President, ten (10) hours of
89. official time, per week, shall be granted to the
90. Union Secretary and Union Stewards collectively will
91. be granted a block of 400 hours per year. The Union
92. will maintain "core" office hours, to begin no
93. earlier than 8:00 a.m. and to end no later than 5:00
94. p.m., Monday through Friday. If the Union
95. President, Vice President or Secretary are unable to
96. be present during those hours he/she will delegate
97. someone in their stead from among the other current
98. officers or stewards. The Employer will be given as
99. much advance notice as possible. Supervisors will
100. allow delegated officers or steward's official time
101. when activity and mission requirements permit.

ARTICLE SEVEN
UNION-MANAGEMENT MEETINGS

1. SECTION 1. Union representatives shall be permitted
2. to meet with management officials of the Employer on
3. appropriate subjects of general interest to
4. employees.

5. SECTION 2. A Union representative desiring to meet
6. with a management official on an appropriate subject
7. of general interest to employees shall request such
8. meeting through the Civilian Personnel
9. Officer/designee. Earnest attempts shall be made to
10. satisfactorily resolve appropriate matters of
11. general interest to employees at the lowest

12. possible management official/Union representative
13. level.

14. SECTION 3. The Civilian Personnel Officer and their
15. designee, or the Civilian Personnel Officer, or the
16. designee of the Civilian Personnel Officer and the
17. Union President and one other Union Official shall
18. meet at least once each month to discuss items of
19. general interest to employees. If, however, it is
20. mutually agreed that a meeting is not necessary, no
21. meeting shall be held.

22. SECTION 4. At least five calendar days prior to any
23. regularly scheduled meeting, Union officials and the
24. CPO/designee shall exchange agenda briefly
25. describing those items they desire to discuss at the
26. meeting. Matters not on the agenda may be discussed
27. by mutual agreement.

28. SECTION 5. The procedures set forth in this Article
29. shall not be used in lieu of available grievance or
30. appeal procedures. Consequently, employee
31. grievances and appeals shall not be discussed at any
32. meeting held in accordance with this Article.

ARTICLE EIGHT
UNION TRAINING SESSIONS

1. All requests for administrative excusal for
2. Union sponsored training and matters within the scope of
3. Title 5 U.S.C. Chapter 71 shall be submitted to the
4. CPO/designee. Union officers and stewards will be
5. administratively excused to attend Union sponsored
6. training sessions, provided the subject and matter is of
7. mutual concern to the Employer and the Union.
8. Administrative excusal for this purpose will cover only
9. such portions of the training session as meet the
10. foregoing criteria and will not exceed twenty-four (24)
11. hours for any individual within a calendar year, and
12. shall be subject to manpower requirements.

ARTICLE NINE
EMPLOYMENT AND STAFFING

1. SECTION 1. Commanders may delegate direct recruitment
2. authority to any management level deemed appropriate.
3. This authority applies to positions at NF levels 1 to 3,
4. CC levels 1 & 2, and all crafts and trades positions.
5. Management must follow all established regulatory
6. procedures in filling positions.

7. SECTION 2. Background checks may be required to be
8. processed prior to extending an offer of employment. The
9. numbers and depth of checks to be made will be dependent
10. upon the level and responsibilities of the position.
11. Special requirements for filling Child and
12. Youth Services positions must be followed.

13. SECTION 3. Separation.

14. a. Flexible employees may be separated with an
15. advance notice of seven (7) calendar days. DA Form 3434
16. may be used to provide notice. Such separations are not
17. grievable, are taken without prejudice, and do not
18. preclude reemployment.

19. b. Limited Tenure employees may be separated prior
20. to the projected expiration date with a minimum fourteen
21. (14) calendar days notice. Such separations are not
22. grievable, are taken without prejudice, and do not
23. preclude reemployment. No advance notice is required
24. upon completion of the projected period. Severance pay
25. will not be given to employees separated from limited
26. tenure appointments.

27. c. An employee who fails to report to duty and is
28. carried in an AWOL status for three (3) consecutive
29. scheduled work days may be separated for abandonment of
30. position. No advance notice of any kind is required
31. prior to effecting the separation. Procedures in
32. AR 215-3 will be used in effecting the separation. The
33. Employer agrees to give consideration to any legitimate
34. reasons or extenuating circumstances the separated
35. employee provides and will make a determination based on
36. these reasons to support or rescind the action.

37. SECTION 4. The probationary period for all bargaining
38. unit regular employees is one (1) year. Flexible service
39. is creditable when the flexible appointment is converted
40. to a regular appointment with no change in duties and

41. with no break in service. Maximum flexible service
42. credit may not exceed 6 months.

ARTICLE TEN
HOURS OF WORK AND TOURS OF DUTY

1. SECTION 1. The Employer retains the right to establish
2. or change hours of work or tours of duty consistent with
3. published policies and regulations of Department of Army,
4. and any changes in policies and regulations subsequently
5. required by law, Executive Order, or other appropriate
6. authority outside Department of the Army. The Employer
7. can make exceptions when emergencies or mission
8. requirements preclude compliance.

9. SECTION 2.

10. a. The parties hereby agree that the administrative
11. workweek at Fort Bragg will be 0001 Thursday through 2400
12. on the following Wednesday.

13. b. The Employer will establish a basic workweek for
14. each regularly scheduled employee. Such workweek will
15. ordinarily be scheduled over a period of five consecutive
16. days and normally include a Monday through Friday.
17. Management will make a reasonable effort to schedule two
18. (2) consecutive days off for employees.

19. c. The workday for full-time employees is eight (8)
20. hours, with a 30 to 60 minute non-paid lunch period as
21. determined appropriate. The basic workweek for regular
22. part-time employees is a scheduled tour of 20 to 34 hours
23. which requires service on a regular repetitive basis one
24. or more days of each administrative workweek.

25. d. No employee shall be scheduled to work more than
26. six (6) hours in any workday without a meal period.

27. SECTION 3. Work schedules will be established or changed
28. at least two (2) weeks in advance, will be announced in
29. writing, and will continue for a period of at least 2
30. administrative workweeks; however, it is recognized that
31. emergency situations and/or operational requirements that
32. would seriously handicap the agency in carrying out its
33. functions or that costs would be substantially increased may
34. necessitate changes in employee schedules which require
35. less than a 2-week notice to the employee. When the
36. Employer knows in advance of an administrative workweek
37. that the specific days and/or hours of a day actually
38. required of an employee in that administrative workweek

37. will differ from those required in the current
38. administrative workweek, the employee's regularly
39. scheduled administrative workweek will be rescheduled to
40. correspond with those specific days and hours.

41. SECTION 4. Where appropriate, the Employer will rotate
42. similar duty assignments for employees between shifts in a
43. fair and equitable manner. Exceptions to shift rotation
44. may be made for valid reasons, such as to alleviate
45. personal hardships or to permit an employee to pursue
46. formal education relating to improving qualifications for
47. positions which would be mutually beneficial to the
48. employee and the Employer. Exceptions will be granted
49. for a definite period of time and will be terminated when
50. the reason for granting such exception ceases to exist.
51. Upon request of an employee, prior to effective date of
52. work schedule, days off may be exchanged by mutual
53. consent of the employees concerned, consistent with work
54. load requirements and approval of the supervisor.
55. Employees may make written requests for evening and night
56. tours of duty as permanent assignments. Supervisors may
57. approve such requests after consideration of such matters
58. as work load requirements and employee performance.

59. SECTION 5. It is the policy of the Employer to grant
60. rest periods not to exceed 15 minutes during each 4 hours
61. of continuous work. Supervisors will determine whether
62. rest periods are to be taken on a time schedule by all
63. personnel or if individual rest periods will be
64. authorized at such times as will not interfere with an
65. employee's work. Rest periods shall not be a
66. continuation of the lunch period or taken immediately
67. prior to quitting time, and supervisors may suspend any
68. particular rest period to meet an emergency work
69. situation.

70. SECTION 6. The Union will be advised of proposed changes
71. in activity operating hours. At which time the Union
72. may exercise its right to consult/negotiate.

73. SECTION 7. If an employee reports for work at the
74. prescribed starting hour on a scheduled workday capable
75. of working, but is prevented from performing his/her
76. regularly assigned duties by circumstances beyond the
77. employee's control, the Employer will make every attempt
78. to keep the employee gainfully employed by assigning
79. him/her to other duties. Employees sent home under these

80. conditions will be compensated at their regular scheduled
81. rate of pay for the number of hours he/she would have
82. worked that day.

83. SECTION 8. All employees will be paid a minimum of two
84. (2) hours if they are called in to work or called back to
85. duty.

86. SECTION 9. Shift differentials, Sunday premiums,
87. overtime pay and holiday pay will be governed by the
88. Collective Bargaining Agreement and applicable Army
89. regulations.

90. SECTION 10. Reduction in the amount of guaranteed hours
91. of regular employees, as stated on the DA Form 3434 NAF
92. Personnel Action, will be accomplished through business-
93. based-action procedures.

ARTICLE ELEVEN OVERTIME

1. SECTION 1. Overtime work assignments shall be
2. distributed equitably among qualified employees consistent
3. with work load requirements. As a general rule, first
4. consideration shall be given to those employees currently
5. assigned to the job. Second consideration shall be given
6. to those other employees best qualified to accomplish
7. the job.

8. SECTION 2. The Employer will notify employees as soon as
9. feasible when overtime is required, and will give
10. reasonable consideration to the employee's personal
11. circumstances, subject to the paramount requirements of
12. fulfilling the mission of the Employer.

13. SECTION 3. Qualified employees within the same work unit
14. shall be allowed to exchange overtime assignments upon
15. approval of the Employer.

16. SECTION 4. Crafts and Trade employees who work in excess
17. of eight hours a day or 40 hours a week will be
18. compensated in accordance with provisions of Title 5.
19. All other NAF employees will be covered under FLSA for
20. overtime pay. Employees called back to duty will be paid
21. a minimum of two hours pay at the authorized rate.

22. SECTION 5. Upon receipt of a timely request, the
23. Employer may relieve an employee from an overtime
24. assignment provided another qualified employee is
25. available for the assignment. However, it is understood
26. that when an employee has volunteered to work authorized
27. overtime, or has been directed to work overtime, his
28. failure to report and work as directed may subject
29. him/her to disciplinary action.

30. SECTION 6. When employees are required to work overtime
31. two (2) hours or less beyond the end of the regular
32. workday in an emergency situation, the Employer will
33. allow a 15 minute uncompensated break for the purpose of
34. obtaining food. If the overtime requirement is for four
35. (4) hours or more, a 30 minute uncompensated break to
36. obtain food will be allowed. Employees who are required
37. to work overtime, without prior notice in emergency
38. cases, will be allowed one (1) phone call upon a
39. reasonable request in the local area without cost to the
40. employee.

41. SECTION 7. The Employer will maintain records of all
42. overtime worked and overtime turned down. Upon request,
43. the Union may review overtime records to investigate
44. alleged inequities in the distribution of overtime.

ARTICLE TWELVE HOLIDAYS

1. SECTION 1. Eligible employees shall be entitled to all
2. holidays now prescribed by law and any that may be later
3. added by law and all holidays, days of mourning, and any
4. such type days that may be designated by Executive Order.

5. SECTION 2. Holidays designated by Executive Order or law
6. will normally be observed as non-workdays, subject to
7. applicable regulations as well as mission and workload
8. requirements.

9. SECTION 3. Eligible employees scheduled to work on a
10. holiday may apply for leave and have such leave approved
11. if his/her services can be spared.

12. SECTION 4. Eligible employees who are scheduled to work
13. on an established holiday will be compensated in
14. accordance with existing law, rule and regulation.

15. SECTION 5. The Employer will make a reasonable effort to
16. grant annual leave to employees upon request for any
17. religious holiday associated with the religious faith of
18. the employee.

19. SECTION 6. Employees assigned to regularly scheduled
20. night work which would entitle them to night shift
21. differential will be entitled to be paid night shift
22. differential on all days designated as holidays on which
23. they are not required to work.

ARTICLE THIRTEEN
ANNUAL LEAVE

1. SECTION 1. Eligible employees shall earn annual leave in
2. accordance with applicable statutes. Approval of an
3. employee's request for accrued annual leave shall be
4. granted, subject to work load requirements and available
5. manpower and provided the employee gives the appropriate
6. supervisor reasonable advance notice. Approval of
7. request for annual leave for unforeseen emergencies will
8. be considered as circumstances warrant.

9. SECTION 2. If requested to do so by individual
10. employees, the Employer will, subject to work load
11. requirements and available manpower, schedule annual leave
12. for vacations of eighty (80) hours or more continuous
13. duration for those employees having sufficient leave due
14. and accrued, except that absences will normally be
15. restricted to no more than eighty (80) hours during the
16. months of June, July, and August. In the event of
17. conflict as to choice of vacation periods, the earliest
18. dated leave request will be considered first. Once an
19. employee has selected a vacation period, he shall not be
20. permitted to change his selection if such change would
21. disturb the choice of another employee.

22. SECTION 3. It is agreed that no employee shall be called
23. back from leave unless an emergency designated by the
24. Employer arises and no other qualified employee of that
25. organizational element is available to perform the
26. required duties.

27. SECTION 4. Provided mission and workload requirements
28. allow, employees will not be denied the use of annual

29. leave where they may otherwise be required to forfeit
30. their accruals by reason of maximum accumulation for
31. forfeiture rules, provided they have not been given ample
32. opportunity to avail themselves of leave earlier in the
33. leave year. Employees will however be able to have leave
34. restored that has been forfeited due to mission and
35. workload requirements which have caused leave to be
36. cancelled provided they follow the procedures outlined in
37. AR 215-3.

38. SECTION 5. Employees requesting emergency leave will
39. notify their supervisor, personally if capable of doing
40. so, as soon as possible after an emergency has arisen,
41. but not later than two (2) hours after the start of the
42. scheduled shift.

ARTICLE FOURTEEN
SICK LEAVE

1. SECTION 1. Eligible employees shall earn and be granted
2. sick leave in accordance with applicable statutes and
3. regulations.

4. SECTION 2. Sick leave, if available, shall be granted to
5. employees when they are incapacitated for the performance
6. of their duties by sickness, injury, pregnancy, or
7. medical confinement, or for medical, dental, or optical
8. examination or treatment; or when a member of the
9. immediate family of the family of the employee is
10. afflicted with a contagious disease requiring the
11. attendance of the employee, or when, through exposure to
12. contagious disease, the presence of the employee at his
13. post of duty would jeopardize the health of others.

14. SECTION 3. Each employee is responsible to notify his
15. supervisor as soon as practicable, normally by telephone,
16. if he/she is prevented from reporting to work because of
17. an incapacitating illness or injury. Employees will make
18. every reasonable effort to give such notice prior to the
19. start of their scheduled shift, but will insure that
20. notice is given within the first two (2) hours of the
21. scheduled shift. Employees sent home from work because
22. of illness shall be subject to the foregoing reporting
23. requirement on the following workday if still
24. incapacitated. When any absence due to illness extends
25. from one workweek into another, the employee shall notify

26. his supervisor on the first day of the second week and
27. each week thereafter until his return to duty.

28. SECTION 4. Employees shall not be required to furnish a
29. medical certificate to substantiate requests for approval
30. of sick leave unless such leave exceeds three (3) working
31. days of continuous duration, except in individual cases
32. where an employee has been given a letter requirement.
33. When sick leave exceeds three (3) continuous workdays,
34. however, a medical certificate will be required to cover
35. all periods in excess of three (3) days and it must be
36. furnished within ten (10) calendar days after return to
37. duty. However when circumstances are such that
38. requirement of a medical certificate is not reasonable,
39. the employee's personal certificate of his/her illness
40. may be accepted. If denied the employee has the right to
41. file a grievance under the negotiated grievance
42. procedure. When an employee is on sick leave for more
43. than 2 weeks (except for pregnancy and confinement), the
44. employee will be required to submit a doctor's
45. certificate at least every 2 weeks during the absence
46. unless, in the judgment of the approving authority, the
47. circumstances do not warrant a certificate.
48. Any period of absence associated with contagious
49. disease must be supported by an acceptable medical
50. certificate from the registered practicing physician who
51. made the determination regarding the existence of the
52. contagious disease and the necessity for the employee to
53. be absent from work.

54. SECTION 5. Employees who are sent home sick by the
55. Employer shall not be required to furnish medical
56. certificate to substantiate sick leave for the day
57. released from duty. Subsequent days of absence shall be
58. subject to the provisions of Section 4 of this Article.

59. SECTION 6. Employees desiring medical, dental, or
60. optical examination or treatment should attempt to
61. schedule such appointments after work hours or on non-
62. duty days. When this is not possible, sick leave
63. requests for such examination or treatment shall be
64. submitted for approval in advance, with minimum amounts
65. of leave requested consistent with regulatory
66. requirements.

67. SECTION 7. Letters of requirement may be issued to
68. employees by the Employer where there is reason to

69. suspect the employee is abusing sick leave privileges. In
70. such cases, the employee will be advised in writing that,
71. because of his questionable sick leave record, a medical
72. certificate will be required for each subsequent absence
73. on sick leave.

74. SECTION 8. Letters of requirement will be reviewed by
75. the Employer six (6) months from the date of issue. If
76. improvement in the leave record is shown, the letter will
77. be withdrawn; otherwise the requirement may be extended
78. for an additional six (6) month period.

79. SECTION 9. The Union will cooperate with the Employer in
80. efforts to encourage employees to give maximum advance
81. notice of incapacitation for duty and to eliminate abuse
82. of sick leave by encouraging employees to use sick leave
83. properly in accordance with applicable laws and
84. regulations.

85. SECTION 10. Provisions of this Article are not
86. applicable to flexible employees.

87. SECTION 11. Sick leave, if available, will be granted to
88. employees to attend the medical needs of a family member
89. or to make arrangements for and attend the funeral of a
90. family member in accordance with the Family Friendly
91. Leave Act of 1994. Sick leave to attend the medical
92. needs of a family member is subject to the same
93. restrictions as if leave was granted the employee under
94. Section 4 of this Article.

95. SECTION 12. Employees who are incapacitated from duty
96. because of illness or accident who have exhausted all
97. sick and annual leave balances shall be advanced sick
98. leave not to exceed 240 hours provided there is a
99. reasonable expectation that the employee will return to
100. duty and remain on duty for a period sufficient to
101. liquidate the advance by subsequent accrual.

102. SECTION 13. All employee's sick leave requests will be
103. considered as personal, need-to-know information.
104. Official sick leave records will also be maintained in
105. this respect.

ARTICLE FIFTEEN
OTHER LEAVE AND ABSENCES

1. SECTION 1. Eligible employees may be granted leave of
2. absence without pay in accordance with applicable laws
3. and regulations. Such leaves of absence without pay
4. shall not exceed one year for each application.

5. SECTION 2. The Union may designate employee members
6. as representatives elected or appointed to such Union
7. activity that necessitates a leave of absence, and
8. upon written notification to the Employer by the
9. Union, such employees may be granted annual leave or
10. leave without pay provided manpower requirements
11. permit.

12. SECTION 3. Employees on leave without pay will be
13. entitled to all appropriate rights and privileges in
14. accordance with applicable regulations (i.e., group
15. life insurance and federal employee's health benefits
16. coverage). The employee is responsible for paying
17. his/her portion of the premium. The employee's
18. failure to make payment of his/her portion of premium
19. will result in termination of coverage. Employees
20. returning to duty from approved leave without pay will
21. be granted such rights, privileges, and seniorities to
22. which they may be entitled at that time in accordance
23. with applicable regulations.

24. SECTION 4. Employees who volunteer as blood donors,
25. without compensation, to the American Red Cross, to
26. military hospital, or other blood banks, or respond to
27. emergency calls for needy individuals, will be
28. authorized four (4) hours excused absence for the
29. blood donations provided mission and workload
30. requirements allow. The four (4) hour period includes
31. the time required to travel to and from the blood
32. center and to give blood, except in unusual cases
33. where an employee must travel a long distance, or when
34. medical documentation certifies the unusual need for
35. recuperation. The excused absence must be taken on
36. the day the blood is donated. The blood donor will
37. furnish to his supervisor documentation from the blood
38. facility verifying the blood donation and date.

39. SECTION 5. Eligible employees will be granted Court

40. leave in accordance with applicable laws and
41. regulations.

42. SECTION 6. Upon request, employees shall be allowed
43. no more than two (2) hours to vote in national, state,
44. local or municipal elections and referendums when the
45. employee's work schedule precludes voting before or
46. after duty hours.

47. SECTION 7. Brief absences from duty of less than one
48. (1) hour and tardiness may be excused on an infrequent
49. basis by the supervisor. Absences may also be charged
50. against any compensatory time the employee may have to
51. their credit, or with the employee's consent may be
52. charged to annual leave or leave without pay. An
53. employee will not be required to work during a period
54. they are charged leave. Managers may approve excused
55. absence for an employee to attend the funeral of a co-
56. worker.

ARTICLE SIXTEEN
DETAILS AND TEMPORARY PROMOTIONS

1. SECTION 1. A detail is the temporary assignment, for a
2. specified period, of an employee, without any change in
3. the employee's position or pay status, to a position
4. other than the one to which officially assigned, to
5. perform duties separate and distinct from those of the
6. official position, or to perform duties and
7. responsibilities of a contemplated unestablished
8. position. During the period of detail, the employee
9. remains assigned to his/her official position and his/her
10. rights are based on the official assignment, not on the
11. duties and responsibilities of the position to which
12. detailed. A position is not "filled" by the detail since
13. the detailed employee continues to be the incumbent of
14. the position from which detailed. All time limits on
15. details will be administered in accordance with
16. appropriate regulations.

17. SECTION 2. When an employee performs the duties of an
18. established position of higher grade for more than thirty
19. (30) consecutive calendar days, a temporary promotion will
20. be made in accordance with applicable regulations.
21. Selection of employees for temporary promotion is exempt
22. from the competitive selection procedures required for a

23. regular promotion. A series of details will not be used
24. to circumvent a temporary promotion.

25. SECTION 3. Performance appraisal, time in grade, and
26. promotions will not be affected by the fact that
27. employees have been detailed to perform lower grade work.

28. SECTION 4. Details to positions at the same or lower
29. grade/level may be used to meet a temporary need or to
30. assess an employee's capability to perform, and interest
31. in, the duties and responsibilities of the position.
32. Although no time limitations are imposed on these
33. actions, if the detail was for the purpose of assessing
34. the employee's performance in the position a supervisor
35. should normally be able to make that assessment within a
36. 120-day period.

37. SECTION 5. Temporary Promotions may be effected on
38. either a competitive or non-competitive basis in
39. accordance with AR 215-3. Non-competitive temporary
40. promotions may not exceed 120 days and may not be
41. extended or converted to permanent without competition.
42. Competitive temporary promotions shall not exceed twelve
43. (12) months.

44. SECTION 6. All employees will be fairly considered for
45. details to a higher grade position or a position with
46. known promotion potential.

47. SECTION 7. Selections of employees for detail
48. assignments will be made on a fair and impartial basis.
49. The employer shall be responsible in writing for
50. informing the employee of the detail assignment, reasons
51. for the assignment, duties to be performed, estimated
52. duration and for establishing controls to insure that
53. details are recorded and timely terminated.

54. SECTION 8. Details will be made from among qualified
55. employees within the immediate organizational element
56. concerned. This does not limit management's right to
57. consider employees from outside the organization element
58. to obtain a qualified employee for the assignment.

59. SECTION 9. Details over 30 days will be documented in
60. the employee's official personnel folder. When making
61. application for a promotion, an employee may present
62. information relative to detailed assignments if he/she

63. believes such information has a bearing on his/her
64. qualifications.

ARTICLE SEVENTEEN
PROMOTIONS

1. SECTION 1. Promotions are based upon skills, knowledge
2. and abilities. The Employer agrees that qualification
3. requirements shall not be established to fit a certain
4. employee or applicant. Position vacancy announcements shall
5. be posted on official bulletin boards, in areas where Unit
6. members are employed, and will remain open not less than
7. seven (7) calendar days.

8. SECTION 2. Employees may apply for promotion/position
9. change when a valid vacancy announcement exists.
10. Employees who are absent on leave, TDY, etc., while an
11. announcement is open, may, upon verification of their
12. absence, file late application and receive consideration
13. for the vacancy, or for subsequent vacancies which are
14. filled from the announcement.

15. SECTION 3. Vacancy announcements may be open continuous
16. for periods not to exceed one (1) year, or be issued for
17. a specific period of not less than seven (7) calendar
18. days. Announcements will be posted on bulletin boards to
19. give interested employees an opportunity to apply.
20. Announcements will provide a summary statement of duties,
21. a statement of minimum qualification requirements, and a
22. statement of any special knowledge, skills, and abilities
23. determined essential for effective job performance which
24. will be used in identifying highly qualified candidates.
25. The Union will be provided a copy of each vacancy
26. announcement applicable to bargaining unit positions.

27. SECTION 4. All best qualified applicants for
28. vacancies announced within the unit will be notified as
29. to whether they were selected for the position. Upon
30. request, any unsuccessful candidates among the best
31. qualified for a position may request to see their
32. application file and ratings.

33. SECTION 5. Lists of best qualified candidates will
34. usually be limited to five (5) candidates for a single
35. vacancy. Where at least one (1) Best Qualified candidate
36. is available, that name may be furnished to the selecting

37. official without expanding the area of consideration.
38. SECTION 6. The Employer will keep employees advised of
39. weaknesses in their job performance and/or potential, and
40. of actions employees may take to improve their chances
41. for promotion.
42. SECTION 7. An employee may be repromoted to the highest
43. grade or level he/she had previously held on a permanent
44. basis, provided the employee was not demoted or separated
45. from that grade because of deficiencies in performance or
46. "for cause" reasons. This action may be made on a
47. noncompetitive basis.

ARTICLE EIGHTEEN
TRAINING AND EMPLOYEE UTILIZATION

1. SECTION 1. Subject to the availability of funds
2. noncompetitive procedures may be used in changing
3. flexible positions to part-time or full-time, or in
4. changing part-time positions to full-time.
5. SECTION 2. Supervisors will provide necessary on-the-job
6. orientation training to assist an employee assigned to a
7. new position to reach expected performance standards.
8. SECTION 3. If training is given primarily to prepare
9. employees for advancement, selection for the training
10. will be made following competitive procedures in
11. accordance with Individual Development Plans.
12. SECTION 4. The Employer will provide appropriate
13. training to employees affected by new procedures or by
14. the installation of new equipment.
15. SECTION 5. The Employer will provide employees on-the-
16. job training, to the extent practicable, using
17. competitive procedures, employing such techniques as
18. interchanging employees in the same grade level within
19. their respective positions. The Section applies when
20. there is mutual benefit to the employee and the Employer.
21. SECTION 6. Consistent with manpower requirements, it
22. shall be the responsibility of the Employer to determine
23. the extent and types of additional training that may be

24. required due to technological changes, to assure the
25. continuing proficiency of employees in their assigned
26. positions, to determine the number and types of employees
27. to be trained and to provide the means and facilities to
28. furnish such training.

ARTICLE NINETEEN
BUSINESS BASED ACTIONS/REDUCTION IN FORCE

1. SECTION 1. This section provides procedures for
2. effecting reductions and realignments that are necessary
3. to conduct operations in an effective manner. Business
4. based actions are non-disciplinary, involuntary actions
5. taken by management to adjust personnel resources with a
6. minimum of disruption to operations. In no case may
7. business based actions be used to separate, demote, or
8. reduce pay or hours for inadequate performance, correct
9. deficiency or to downgrade a position because of a change
10. in classification standards, or correction of
11. misclassification. Business based actions include:

- 12. - Reduction in pay rate (NF employees only).
- 13. - Reduction in pay level/grade.
- 14. - Reduction in hours of work.
- 15. - Change in employment category.
- 16. - Furlough.
- 17. - Separation.

18. SECTION 2. The Employer will notify the Union when it is
19. determined that a business based action/reduction in
20. force is necessary. Prior to the issuance of official
21. notices to the employees involved in a business based
22. action, the Employer will notify the Union of the spaces
23. anticipated abolished or changed, the approximate date
24. when these personnel actions will be initially affected
25. and reasons for the business based action. The Employer
26. agrees to consult the Union on the business-based actions
27. and shall fully consider any suggestions made by the
28. Union. The Union agrees not to divulge the contents of
29. the plan until official notices have been issued by the
30. Employer to employees affected.

31. SECTION 3. In the event business based actions result in
32. separation, existing vacancies considered necessary to be
33. filled by the Employer will be utilized to place in
34. continuing positions qualified employees who otherwise
35. would be separated.

36. SECTION 4. The determination of the positions to be
37. affected, and, the type of personnel actions to be taken
38. with respect to each of the employees will be made by the
39. head of the activity. Such decisions will consider the
40. cause for reduction, whether it is a temporary or
41. permanent situation, the importance to the activity of
42. the various functions, and the changed mission or
43. organization. Determinations of the specific employees
44. to be affected will be based on seniority, unless there
45. are significant differences in the most recent
46. performance ratings or any job related factors. In such
47. case, employee knowledge, skill, and ability may be used
48. as the basis for selection.

49. SECTION 5. Written notice will be provided to all
50. affected employees. Notices will not be issued or
51. effective between 15 December and 3 January. As a
52. minimum the notice must:

53. a. State the action being taken, including
54. position, title, series, grade or pay band level, and
55. rate of pay when applicable.
56. b. State the reason why the action was necessary
57. and the effective date of the action.
58. c. If the action is separation, or demotion,
59. include the statement: "This action is non-prejudicial
60. and does not preclude reemployment."
61. d. Advise of severance pay entitlement when
62. applicable. The separation personnel (DA 3434) action
63. will show the amount of severance authorized at the time
64. of separation.
65. e. Advise of impact on retirement, savings plan,
66. and insurance participation.
67. f. Advise of placement on the local reemployment
68. priority list and Headquarters Department of Army
69. priority consideration system when applicable.
70. g. Advise employees of their right to grieve.
71. h. Advise Federal Wage System (Crafts and Trades)
72. employees of grade and pay retention eligibility if
73. applicable.
74. i. Advise affected employees where they may review
75. their place on the priority placement list and other
76. pertinent records relating to the action taken.

77. SECTION 6. All actions requiring a DA Form 3434 (except
78. separation) will be effective on the first day of a pay
79. period. Notification periods are as follows:

80. a. Separation. Written notices must be issued to
81. regular employees not less than 30 calendar days and
82. normally, not more than 60 calendar days in advance of
83. the effective date. During the notice period the
84. employee will remain in a work and pay status. Flexible
85. employees should be given an advance notice of 7 calendar
86. days before any action is taken. Flexible employees and
87. reemployed annuitants eligible to draw an unreduced
88. annuity from a DOD NAFI who are in affected job
89. categories within the activity must be terminated prior
90. to releasing any regular employee from that activity.
91. The minimum and maximum notice period begins the day
92. after the employee first receives written notice of the
93. business based action.

94. b. Reduction in Pay Rate. This action may only be
95. taken with NF employees and requires a minimum 10
96. calendar day advance written notice for both regular and
97. flexible employees. Reduction in pay will not be applied
98. to an individual employee but will be part of a general
99. reduction in pay for an entire function. Reduction in
100. pay rate does not require a change in duties.

101. c. Reduction in pay level/grade. An NF employee
102. may be reduced in pay level and an NA, NL, or NS
103. employee may be reduced in grade only in consonance with
104. a change to the position. A minimum advance written
105. notice of 10 calendar days will be provided all
106. employees.

107. d. Reduction in hours of work. Regular part-time
108. employees will be given a minimum 10 calendar day
109. advance written notice.

110. e. Change in employment category. An advance
111. minimum written notice of 30 calendar days will be given
112. regular employees.

113. f. Furlough. Furlough is a non-duty, non-pay
114. status and is appropriate only for regularly scheduled
115. employees. During a furlough period no type of leave may
116. be used, except for extended sick leave approved prior to
117. the notice of furlough and which will extend into or
118. through the furlough period. Advance written notice will
119. be provided that is equal to the length of the furlough
120. up to a maximum of 30 days. For furloughs in excess of
121. 30 days a 30 day advance notice is required.

122. g. Reemployment priority list. The Civilian
123. Personnel Office will retain the names of the regular
124. employees separated by business based action for a
125. period of one (1) year from the date of the separation.
126. When a regular vacancy occurs at the same level and

127. duties of their former positions, they will be offered
128. the position. If more than one person is eligible, the
129. individual with seniority will be offered the position.
130. If the individual declines the offer his or her name
131. will be removed from the list. It is agreed that Union
132. representatives may review the reemployment priority
133. list of affected employees, and a copy will be provided
134. upon request.

135. SECTION 7. Severance Pay Entitlement. Regular
136. employees who have completed at least 12 consecutive
137. months of regular service will receive severance pay
138. when as a result of a business based action/reduction in
139. force:

140. a. A regular full-time appointment is changed to
141. regular part-time and the employee declines the part-
142. time employment and is separated.

143. b. A regular full-time or part-time appointment is
144. changed to flexible.

145. c. A regular full-time or part-time appointment is
146. changed to seasonal and the employee declines the
147. seasonal position and is separated.

148. d. The rate of pay is reduced and the employee
149. declines the reduced rate and is separated.

150. e. An employee is separated.

151. f. An employee who is to be furloughed for a
152. period greater than 60 days declines the furlough and is
153. separated.

154. SECTION 8. Computation of severance pay will be
155. calculated as stated below:

156. a. The amount paid in a lump sum, will be 2
157. percent of annual salary for:

158. (1) Each year of regular service with a Army
159. NAFI, plus;

160. (2) Each year of regular service with any DoD
161. NAFI, up to a maximum of 4 years, plus;

162. (3) Each year of APF service for which no
163. annuity is being received if the employee moved from a
164. DoD APF position subsequent to 1 January 1987 without a
165. break in service of more than 3 days.

166. b. For part-time employees the most recent 12
167. months basic pay as reflected in payroll records will be
168. used as the annual salary.

169. c. For portions of years in excess of 1 year, the
170. service will be prorated.

171. d. Periods of service for which severance pay was

172. previously granted (from any source) will not be
173. counted.
174. e. Time served as a regular employee with a NAFI
175. as well as time served in active duty with the U.S.
176. Armed Forces that involuntarily interrupted the civilian
177. service, and did not result in military retirement shall
178. be creditable for computing entitlement to severance
179. pay.

180. SECTION 9. Exclusions. Severance pay will not be paid
181. when the employee:

182. a. Has refused the offer of a NAF position of
183. equal pay, appointment category, and seniority in the
184. same commuting area.

185. b. Is employed in an appropriated fund or a
186. regular NAF position without a break in service of more
187. than 3 days.

188. SECTION 10. Grievances resulting from a business based
189. action/reduction in force may be initiated as a formal
190. grievance at Step 3 within 15 calendar days of the
191. effective date of the business based action and may only
192. be filed on the grounds that proper procedures were not
193. followed.

ARTICLE TWENTY DISCIPLINARY ACTIONS

1. SECTION 1. The maintenance of discipline will be
2. achieved, to the maximum extent possible, through
3. cooperation, fairness, good supervisory practices, and
4. adherence to reasonable standards of conduct. The
5. objectives of disciplinary action are to motivate
6. employees to achieve desired objectives, promote effective
7. employee utilization, and promote efficiency. Discipline
8. will be taken only for just cause and will be based on the
9. preponderance of evidence. Where disciplinary action is
10. necessary it will be administered promptly, reasonably,
11. and without discrimination. In all
12. cases, disciplinary actions should be initiated on a
13. timely basis. Usually within 10 calendar days of the
14. occurrence of the incident or within 10 calendar days of
15. the discovery of the incident by appropriate supervisory
16. officials.

17. SECTION 2. Prior to issuing a formal disciplinary action

18. to an affected employee, an inquiry will be made by the
19. Employer to document the facts and determine whether or not
20. to proceed with the action. An employee, who, during
21. questioning or examination in connection with the
22. investigation, reasonably believes that the investigation
23. may result in disciplinary action, has the right to a Union
24. representative, provided the employee makes such a
25. request. If the employee elects representation, any
26. further questioning will be conducted only in the
27. presence of the representative.

28. SECTION 3. All disciplinary actions will be processed in
29. accordance with the collective bargaining agreement and
30. applicable regulations and employees shall be afforded
31. all rights and privileges provided therein.

32. SECTION 4. The procedure for taking a formal
33. disciplinary action other than reprimands is for the
34. Employer to issue a notice of proposed disciplinary
35. action which will advise the employee of the infraction
36. or breach of conduct and when and where it occurred as
37. well as any regulatory requirements.

38. SECTION 5. Types of disciplinary action are oral
39. admonishments, written reprimands, suspensions from duty
40. without pay and separation for cause.

41. SECTION 6. An employee against whom a suspension of less
42. than 10 days is proposed is entitled to:
43. a. An advance written notice stating the specific
44. reasons for the proposed action;
45. b. A reasonable time, not less than ten (10)
46. calendar days, to answer orally and/or in writing and
47. to furnish affidavits or other documentary evidence in
48. support of his/her reply;
49. c. Be represented by the Union; and
50. d. A written decision and specific reasons will be
51. rendered within ten (10) calendar days unless extended by
52. mutual consent.

53. SECTION 7. An employee against whom a separation for
54. cause or an adverse action, (i.e., suspension of 10 days
55. or more) is proposed is entitled to:
56. a. At least thirty (30) calendar days advance
57. written notice, unless the circumstances in AR 215-3,
58. para 7-4 apply, stating the specific reasons for the
59. proposed action;

60. b. Not less than fifteen (15) calendar days to
61. answer orally and/or in writing and to furnish affidavits
62. and other documentary evidence in support of the answer;

63. c. A written decision and specific reasons will be
64. rendered within fifteen (15) calendar days unless
65. extended by mutual consent.

66. SECTION 8. The Employer will, upon receipt of a reply by
67. the employee against whom a separation or suspension is
68. proposed, will give the reply careful, detailed, and
69. objective consideration before rendering, in writing, a
70. final decision. The Employer will inform the employee in
71. the decision letter of his/her grievance rights.

72. SECTION 9. Grievances resulting from disciplinary/adverse
73. actions may be grieved only through the Negotiated
74. Grievance Procedure provided for in this Agreement,
75. commencing with the second step. Grievances must be filed
76. within fifteen (15) calendar days of the effective date of
77. the action.

78. SECTION 10. The parties recognize that in some cases
79. management may possess data which the Union properly
80. requires in order to represent bargaining unit employees.
81. In such cases, upon request by the Union, and to the
82. extent not prohibited by law management will furnish data
83. which is normally maintained by management in the regular
84. course of business and which is reasonably available and
85. necessary for full and proper discussion, understanding
86. and/or negotiation of subjects within the scope of
87. collective bargaining and representation of employees.

88. SECTION 11. Responsible judgment will be exercised in
89. selecting among a variety of disciplinary penalties which
90. may be imposed. The seriousness of the offense, the past
91. record of the employee, the circumstances contributing to
92. the offense, the probable effectiveness of the penalty in
93. stimulating improvement, the reasonableness of the
94. penalty, the time period since a previous like offense,
95. and the influence of the penalty on the morale of other
96. employees--all must be considered in reaching a decision
97. on the action to be taken. In addition, there may be
98. factors and considerations other than those mentioned
99. above which are pertinent to the selection of the

100. penalty.

101. SECTION 12. Suspensions pending disciplinary
102. actions.

103. a. An employee may be placed on suspension
104. without pay pending disciplinary action, when
105. retention of the employee might result in damage
106. to or loss of property or funds, or might be
107. injurious to the employee or others, or when there
108. are justifiable reasons to believe that the
109. employee is guilty of a crime for which a prison
110. sentence may be imposed. These suspensions are
111. nondisciplinary actions.

112. b. If the disciplinary action taken results
113. in suspension, the time spent in suspension
114. pending the action will be counted as part of the
115. penalty time.

116. SECTION 13. If any disciplinary action which
117. involves loss of pay is not upheld, the employee
118. will be "made Whole" financially for pay and
119. restored to the same or similar position with
120. rights and benefits, less any amounts earned
121. by other employment during that period
122. (5 U.S.C. 5596).

123. SECTION 14. Letters of reprimand will be removed
124. from the official personnel records after 2 years.

125. SECTION 15. A copy of the reasons for proposing
126. and/or effecting a disciplinary action against an
127. employee will be furnished to the employee.

ARTICLE TWENTY-ONE
TIPPED EMPLOYEES

1. SECTION 1. For the purpose of this Article "tipped"
2. employees are non-supervisory waiters and bartenders who
3. customarily and regularly receive more than \$30.00 a
4. month in tips.

5. SECTION 2. All tips for Bargaining Unit employees which
6. appear on charge slips will be allocated for distribution
7. at the end of the pay period in which the tip was earned.
8. All cash tips intended for Bargaining Unit employees will

9. be given to the employee within a 24-hour period after
10. receipt or during the employee's next scheduled tour of
11. duty.

ARTICLE TWENTY-TWO

UNIFORMS

1. When the Employer requires full-time and part-time
2. employees to wear uniforms they will be provided at no
3. cost to the employee. Flexible employees who remain
4. employed for a minimum of sixty (60) days will be
5. reimbursed for the cost of the uniform(s) required by the
6. Employer upon presentation of a sales receipt which
7. clearly outlines the purchase of said uniforms.

ARTICLE TWENTY-THREE

USE OF FACILITIES AND BULLETIN BOARDS

1. SECTION 1. Reasonable space will be provided to the
2. Union for posting of appropriate notices on employee
3. bulletin boards. The Union shall be responsible for
4. posting and removing materials in its assigned space, and
5. agrees not to post material that does not meet the
6. guidelines in Agency regulations concerning posting or
7. distributing of Union material.

8. SECTION 2. The Employer will provide sufficient office
9. space to house the Union office personnel and equipment.
10. No rental charge will be assessed for the space and it
11. will be reasonably accessible to employees of the
12. bargaining unit.

13. SECTION 3. Furnishings will be made available to the
14. Union on a loan basis for use in their offices providing
15. such equipment is available. The Employer will not be
16. liable for upkeep of loaned equipment.

17. SECTION 4. The Employer agrees to provide space, if
18. available, for the Union to assemble officers, stewards,
19. representatives and/or members for meetings during
20. non-duty time of employees involved. The Union will
21. request such facilities from the Civilian Personnel
22. Officer/Designee in writing and will provide janitorial
23. and/or security services when required by the Employer.

24. SECTION 5. The Employer will provide one telephone
25. line/instrument at the Union office which has the
26. capability to make on-post local non-toll/credit card and
27. collect calls.

ARTICLE TWENTY-FOUR
CONTRACTING OUT

1. SECTION 1. It is understood that decisions regarding
2. contracting out work are matters within the sole
3. discretion of the Employer and higher authority. The
4. Employer will inform the Union in advance
5. of any management improvement study conducted for
6. functions which may be contracted out, and which involves
7. bargaining unit employees.

8. SECTION 2. The parties agree that the Employer will
9. inform the Union of any executed contract which will
10. result in a business-based action of civilian employees
11. of the Unit and will, subject to restrictions contained
12. in the Freedom of Information Act and other applicable
13. laws, rules, and regulations, make a copy of the
14. invitation for bids or requests for proposals for
15. contractual services available to the Union for review.
16. Such copy normally will be located in the Procurement
17. Division.

18. SECTION 3. When advance knowledge of the impact of
19. pending changes in function, organization, and mission is
20. available, it shall be the responsibility of the Employer
21. to plan for maximum required retraining of employees who
22. are eligible for reassignment to existing NAFI positions.
23. Use may be made of the authority to waive qualification
24. requirements and to enter into training agreements in
25. order to place current employees in lines of work where
26. their services can be utilized.

27. SECTION 4. Upon Agency notification of approval to
28. contract out a function, the Employer agrees to notify
29. Union. The Employer further agrees to negotiate with the
30. the Union, upon request, appropriate arrangements for
31. bargaining unit employees directly affected by the
32. decision.

33. SECTION 5. The Employer agrees to carefully consider the
34. views and recommendations of the Union regarding the

35. contracting out of unit work functions.

ARTICLE TWENTY-FIVE
POSITION DESCRIPTIONS AND CLASSIFICATION

1. SECTION 1. Unit employees, when initially assigned to
2. a position will be furnished a copy of their position
3. description and one copy will be placed in the
4. employee's personnel file. Position descriptions will
5. reflect the major duties assigned to employees. Should
6. there be any changes in an employee's position
7. description the employee will be furnished with a copy
8. of the new position description and one copy will be
9. placed in the employee's file.

10. SECTION 2. An employee who believes his/her position
11. is improperly classified should discuss the matter with
12. his/her supervisor. The supervisor, with such
13. assistance as may be required from the NAF Civilian
14. Personnel Division, will explain the basis upon which
15. the position was evaluated to the employee.

16. SECTION 3. An employee and his/her representative,
17. designated in writing, may review, in the NAF
18. Civilian Personnel Division, Classification and Job
19. Grading. Standards covering the evaluation of the
20. concerned employee's position and be provided a copy
21. of any requested job description.

22. SECTION 4. An employee may appeal the classification
23. of his/her position without restraint, fear of
24. reprisal, or prejudice. The Employer will furnish
25. information on classification and job grading appeal
26. rights upon request of the employee.

27. SECTION 5. Upon completion of cyclic position
28. surveys, unit positions, which were included in the
29. audit, will be identified to the Union. Employees
30. will be provided reasonable time to review their job
31. descriptions before indicating their agreement on the
32. Survey Form or final job description, if necessary.

33. SECTION 6. The clause found in job descriptions
34. "performs other duties as assigned" shall normally be
35. construed to mean the employee may be assigned to

36. duties pertaining to their position. The Employer
37. recognizes that job assignments should be commensurate
38. with job descriptions. The Union recognizes that at
39. times the Employer must deviate from this policy.
40. When such deviation is necessary, the Employer will
41. strive to assign employees whose normal duties and pay
42. level are most nearly associated with those of the
43. temporary assignment. In all cases, such assignments
44. will be kept to a minimum, and an attempt will be made
45. to meet these needs on a volunteer basis. The
46. Employer further agrees to take into consideration
47. when making such assignments, the employee's ability
48. to perform the task and any physical and/or medical
49. restrictions.

ARTICLE TWENTY-SIX
WAGES AND WAGE SURVEYS

1. SECTION 1. Full scale wage surveys, as required by
2. law, will be conducted every two years and a wage
3. change survey will be conducted in the year following
4. the full scale survey. The Union and Employer will
5. participate in all locality wage surveys. The Union
6. President agrees to select labor members who are
7. qualified, fair, and honest and who will represent the
8. Employer in a positive light. Bargaining Unit
9. employees will be paid in accordance with
10. the scales resulting from locality wage surveys
11. (except tipped and payband employees).
12. The employer and the Union will mutually exchange
13. information on wage survey as soon as information
14. is released. The Employer acknowledges
15. the right of the Union to bring matters of concern
16. over wage surveys to the attention of the Employer at
17. any time. The Union agrees to foster cooperation in
18. planning for and conducting wage surveys to achieve
19. economy and efficiency.

20. SECTION 3. All bargaining unit personnel covered by
21. pay banding may be given raises at any time, in any
22. amount up to the top level of their pay band.

23. SECTION 4. Nothing in the pay band system will
24. preclude an employee from receiving an on the spot
25. award or any other type of bonus or recognition.

26. SECTION 5. Actions of the Pay Band Committee that

27. affect members of the bargaining unit shall be a
28. subject of discussion at any meeting conducted under
29. Article 7, Section 3 of the Collective Bargaining
30. Agreement.

31. SECTION 6. Each year, the minimum and maximum levels
32. set forth above will be adjusted to reflect changes in
33. the prevailing rates or the GS schedule. These
34. adjustments represent the equivalent of traditional
35. cost of living adjustment (COLA) in the private
36. sector, and will be applied to the rate of each member
37. of the bargaining unit.

38. SECTION 7. Nothing in the pay band system will
39. preclude employees from receiving annual pay increases
40. as a result of any study or cost of living increases.

ARTICLE TWENTY-SEVEN
HEALTH AND SAFETY

1. SECTION 1. The Employer will provide and maintain
2. safe working conditions in accordance with
3. applicable Federal, State, and local laws and
4. regulations relating to the safety and health of
5. employees. All employees are responsible for prompt
6. observed unsafe conditions. Employees who are
7. required to use protective safety equipment provided
8. by the Employer must wear such items while carrying out
9. work which subjects them to possible injury.
10. When duties recognized by law or regulation as
11. involving special hazards must be performed, the
12. Employer will provide training indoctrination to the
13. employees involved, and provide protective measures
14. and equipment which shall be used by the employee.

15. SECTION 2. An employee or group of employees may
16. not be required to work under conditions, which as
17. determined by management, are unsafe or unhealthy
18. beyond those inherent hazards which cannot be
19. eliminated by standard safety practices and
20. procedures. Any employee who believes that he/she
21. is being required to work under unsafe conditions
22. shall have the responsibility of bringing the matter
23. to attention of the appropriate supervisor, and if
24. not satisfied with the results, may request the
25. matter be brought to the attention of the

26. Installation Safety Office, Public Safety Business
27. Center and/or the Preventative Medicine, Womack Army
28. Medical Center for appropriate action. Failure to
29. wear protective clothing and equipment provided by
30. the Employer may subject employees to disciplinary
31. action.

32. SECTION 3.

33. a. The Employer agrees that the use of military
32. medical facilities by NAF civilian employees is
33. normally limited to initial or emergency treatment
34. for on-the-job injuries or illnesses will be
35. provided without charge, as appropriate, at the
36. Emergency Room, Womack Army Medical
37. Center, Fort Bragg, North Carolina. In non-
38. emergency cases, and subsequent to initial
39. treatment, employees are required to select their
40. own civilian physician and civilian medical
41. facility.

42. b. The Employer agrees to insure that an
43. appropriate number of civilian employees are trained
44. in first aid procedures.

45. SECTION 4. It is agreed that all employees shall
46. report job-related accidents immediately as required
47. by existing regulations. The Employer will comply
48. with current regulations and instructions concerning
49. reporting of accidents and providing medical
50. services to employees. Time spent in the medical
51. facility by injured employees on the day of the
52. injury shall not be charged to leave. Supervisors
53. may allow an employee to escort
54. employee to a medical facility. The escort employee
55. will be granted administrative leave to take the
56. injured employee and return to the work site.

59. SECTION 5. The Employer agrees to include Union
60. representation on the Safety and Health Advisory
61. Council established by Fort Bragg regulation. The
62. Union reserves the right to bring any matter before
63. the Public Safety Business Center after the Union
64. Steward has attempted to have the matter resolved
65. without success.

66. SECTION 6. The Employer agrees to supply and
67. maintain on a regular basis an adequate number of
68. fire extinguishers in all buildings and appropriate

69. vehicles. Employees are responsible for assuring
70. that fire extinguishers are not tampered with and
71. that clothing, lunch boxes, or other foreign
72. material is kept away from the fire
73. extinguishers.

74. SECTION 7. It is agreed by the Employer and the
75. Union that protection of health is a major factor in
76. the morale and welfare of the employees of this
77. installation. It is normally expected that physical
78. exertion will be kept within the scope of duties of
79. the position description.

80. SECTION 8. No employee will be required to lift
81. items or operate machinery or equipment, which
82. requires physical exertion beyond the physical
83. requirements specified in his/her position guide.
84. If an employee is unable to meet the physical
85. requirements of his/her position guide
86. because of injury or illness he/she may notify the
87. Supervisor and request reasonable accommodation.

ARTICLE TWENTY-EIGHT
ENERGY CONSERVATION

1. The Union recognizes the importance of assisting the
2. Employer in coping with reduced energy supplies
3. through conservation of fuels, electricity, water,
4. and all other forms of energy, and the Employer's
5. right to take all reasonable measures to conserve
6. energy. Employees are obligated to cooperate with
7. the Employer and the Union to conserve energy
8. through conservation measures.

ARTICLE TWENTY-NINE
DISMISSAL OR CLOSURE PROCEDURES

1. SECTION 1 This article includes adverse weather
2. conditions (snow emergencies, severe icing conditions,
3. floods, earthquakes, and hurricanes) and other disruptions
4. of Government operations (air pollution, disruption of
5. power, water, heat and or air, interruption of public
6. transportation, etc.).

7. It is essential that all Commanders/Activity Directors

8. comply with this Installation-wide plan and the
9. announced decisions on dismissal or closure.
10. Accordingly, Activity Commanders should avoid
11. independent action.

12. SECTION 2

13. COMMANDERS/ACTIVITY DIRECTORS' RESPONSIBILITIES

14. (1) At least annually, Commanders/Activity Directors
15. should provide written procedures for dismissal or
16. closure to employees. The notice should tell
17. employees how they will be notified and include the
18. text of the media announcements to be used and a
19. detailed explanation of their meaning. If no annual
20. notification takes place then current procedures
21. apply.

22. (2) Commanders/Activity Directors should notify their
23. employees of the procedures for requesting leave, when
24. an "unscheduled leave" policy is announced. When an
25. "unscheduled leave" policy is announced, employees
26. must contact their supervisor to request annual leave,
27. leave without pay, or the use of previously earned
28. compensatory time off.

29. (3) Commanders/Activity Directors should identify
30. personnel at least annually, who must report for work
31. and continue Government operations during a disruption
32. of operations. The employees should be notified in
33. writing, that they are designated as "emergency
34. employees" for adverse weather." The notice should
35. include the requirement that emergency employees
36. report for or remain at work when operations are
37. disrupted and an explanation that dismissal or
38. closure announcements do not apply to them unless they
39. are instructed otherwise. Employees not designated as
40. "emergency employees" can be so designated on an event
41. by event basis. Such employees shall be called on a
42. rotating basis.

43. (4) Commanders/Activity Directors are responsible for
44. determining closure, dismissal, and leave policies for
45. employees on shift work and alternative work schedules
46. (i.e., flexible or compressed work schedules) and for
47. informing employees of these policies.

48. EXCUSED ABSENCE

49. Commanders/Activity Directors have discretionary
 50. authority to grant a reasonable amount of excused
 51. absence for individual hardships or circumstances
 52. unique to an employee. For example, factors such as
 53. distance, availability of transportation, childcare
 54. or eldercare will be considered.

55. Commanders/Activity Directors generally look to the
 56. Installation Commander to coordinate any decisions to
 57. dismiss Federal employees from work. Therefore, all
 58. employees are expected to report for work or remain at
 59. work unless specifically excused by their supervisors.

60. DISRUPTIONS BEFORE THE WORKDAY BEGINS

61. The Installation Commander will provide one of the
 62. following five announcements to the media when a
 63. disruption occurs before the workday begins. These
 64. announcements do NOT apply to individuals who are
 65. designated as "emergency employees." Emergency
 66. employees are expected to report for work on time
 67. unless excused by their supervisors.

Announcement

What Announcement Means

| | |
|---|--|
| 1. "Fort Bragg is OPEN" | Employees are expected to report for work at their normal reporting time. |
| 2. "Fort Bragg is OPEN under an UNSCHEDULED LEAVE policy." | Employees who cannot report for work may request to take unscheduled leave for their entire scheduled workday. Request must be made to their Supervisor. Emergency employees are expected to report for work on time. |
| 3. "Fort Bragg is OPEN under a DELAYED ARRIVAL/UNSCHEDULED LEAVE policy." | Employees should plan to arrive for work no more than (X) hours later than they would normally arrive, and employees who cannot report for work may take "unscheduled leave." Employees should plan their commutes so that they arrive for work no more than (X) |

| | |
|----------------------------|--|
| | hours later than they would normally arrive. Employees who arrive for work more than (X) hours later than their normal arrival time will be charged annual leave or leave without pay at the employees option for the additional period of absence from work. Emergency employees are expected to report for at their normal reporting time. |
| 4. "Fort Bragg is CLOSED." | Fort Bragg is closed. Emergency employees are expected to report for work at their normal reporting time. |

68. DISRUPTIONS AFTER THE WORKDAY BEGINS
69. Fort Bragg's Installation Commander will provide the
70. following announcement to media when a disruption occurs
71. after the workday begins. This announcement
72. does not apply to individuals who are designated as
73. "emergency employees." Emergency employees are
74. expected to remain at work unless excused by their
75. supervisors.

Announcement

What Announcement Means

| | |
|---|--|
| 5. "Fort Bragg is operating under an EARLY DISMISSAL policy. Employees should be dismissed by their agencies (X) hours earlier than their normal departure time from work." | Employees should be dismissed by their supervisors relative to their normal departure times from work. For example, if a 3-hour "early dismissal" policy is announced, workers who normally leave their offices at 4:00 p.m. should leave at 1:00 p.m. without charge to leave. However, employees who must leave work earlier than their official dismissal time will be charged annual leave or leave without pay from the time of their departure through the |
|---|--|

| | |
|--|--|
| | <p>remainder of their scheduled workday.</p> <p>Employees on pre-approved leave for the entire day should be charged leave for the entire day. Emergency employees are expected to remain at work.</p> |
| | |

ARTICLE THIRTY
PERFORMANCE EVALUATION/RATING

1. SECTION 1. Each eligible employee will receive an annual
2. performance evaluation at least once in a twelve (12)
3. month period. Each eligible employee will receive
4. his/her performance evaluation no later than thirty
5. (30) calendar days following the end of the rating period.
6. Any hourly increases that result from this evaluation
7. will be effective the beginning of the first pay period
8. following the evaluation due date.

9. SECTION 2. An employee's performance evaluation will be
10. prepared by the supervisor having personal knowledge of
11. the employee's performance for a minimum period of 120
12. calendar days. If the employee has served less than 120
13. calendar days in a position at the date the annual rating
14. is due or less than 120 calendar days under his current
15. supervisor, the annual rating will be delayed until the
16. end of the 120 calendar day period, or a performance
17. appraisal will be filed jointly with the help of the
18. previous supervisor.

19. SECTION 3. The supervisor will discuss with the employee
20. his/her performance rating prior to making it a part of
21. the employee's record. An employee whose performance is
22. unsatisfactory will be provided written notice of the
23. unsatisfactory performance setting forth the
24. deficiencies. The employee will be given a grace period
25. of at least 30 calendar days to bring his/her performance
26. to standard. During the notice period the Employer will
27. make every effort possible to assist the employee to
28. improve their performance quality.

29. SECTION 4. All evaluations of performance will be made
30. in a fair and objective manner. An employee's initials
31. on the evaluation, where initialing is provided for,
32. indicate only that the evaluation has been received, and
33. does not indicate an employee's agreement with the
34. evaluation.

35. SECTION 5. The Employer will develop performance
36. requirements for employees and provide a copy of these
37. requirements to the employee. The Employer will
38. evaluate employee performance against the requirements.
39. Informal discussions will be held with the employees from
40. time to time concerning the degree to which they meet,
41. fail to meet, or exceed performance requirements and
42. appropriate counseling will be offered on how to become
43. more efficient. The employee may present his/her
44. disagreement with the counseling record to the
45. supervisor orally or in writing. Written comments will
46. be attached to and become part of the counseling record.

47. SECTION 6. Each employee will be provided a copy of
48. his/her annual performance rating. A copy, with related
49. supporting documents, if any, will be filed in the
50. employee's Official Personnel Folder.

51. SECTION 7. All regular employees will be recognized for
52. outstanding and excellent performance through awards.
53. Awards linked to annual performance ratings for NF
54. payband employees is as follows: Employees rated
55. Outstanding on their annual evaluation will receive a
56. minimum increase of 3.5%. Employees rated Excellent will
57. receive a minimum increase of 2.5%. Employees rated
58. Satisfactory may also be given an increase. Increases may
59. be in the form of either an hourly rate increase or a lump
60. sum bonus, and will be effective the first pay period
61. after the employee's annual performance appraisal.

62. SECTION 8. Employees who have been awarded an
63. hourly rate increase or a lump sum bonus may request the
64. equivalent dollar amount as a time off award.

ARTICLE THIRTY-ONE
PERFORMANCE BASED ACTIONS

1. Performance based actions. This article provides

2. procedures for effecting nondisciplinary involuntary
3. personnel actions based upon failure to meet
4. established levels of performance in accordance with AR 215-
5. 3, Chapter 6. Performance based actions include
6. reduction in pay rate (NF employees only), reduction
7. in grade or pay level, and separation.

8. a. Communication-Counseling. It is important that
9. employees be given a reasonable chance to demonstrate
10. that acceptable performance. The determination of the
11. appropriate length of time for an employee to improve
12. will be determined on a case by case basis, but shall
13. not be less than 30 calendar days nor more than 90
14. calendar days. Supervisors must exercise good judgment
15. in determining how to reasonably structure the
16. employee's opportunity to improve.

17. b. Procedures for affecting performance based
18. actions are as follows:

19. (1) Any time that an employee fails to meet
20. established levels of performance, the supervisor must
21. notify the employee in writing of the specific
22. elements for which performance is unsatisfactory. The
23. notification will include a written performance
24. improvement plan which will identify the areas of
25. deficiency and lay out a plan for the employee to
26. follow in order to achieve a satisfactory level of
27. performance. In all cases, the employee will be given
28. every assistance to achieve acceptable performance.

29. (2) An employee, whose performance has been
30. determined to be unsatisfactory after being afforded
31. an opportunity to improve, is entitled to a 30-day
32. advance notice of the action to be taken. The notice will
33. include a statement identifying the performance requirements
34. the employee failed to meet and what action was taken
35. to assist the employee in improving. The notice will
36. also inform the employee of the specific action to be
37. taken, the right to grieve the action and to whom the
38. grievance should be addressed, and the effective date
39. of the action.

40. (3) The servicing civilian personnel office
41. will retain all records pertaining to the action in
42. the employee's official personnel file.

ARTICLE THIRTY-TWO
EMPLOYEE SERVICES

1. SECTION 1. Derogatory material of any nature which might
2. reflect adversely upon an employee's character or career,
3. will not be placed in his/her Official Personnel Folder
4. or on his/her service record card without his/her prior
5. knowledge, except for those matters for which disclosure
6. is prohibited by Agency regulations.

7. SECTION 2. Upon request of the employee concerned,
8. his/her Official Personnel Folder will be made available
9. to him/her, or to his/her designated representative, with
10. the employee's written consent, excluding information
11. prohibited by Agency regulations. The Official Personnel
12. Folder cannot be removed from the NAF Civilian Personnel
13. Division and must be reviewed at that location. An
14. employee will be provided a copy of any official
15. personnel action that will be made part of his/her
16. Official Personnel Folder.

17. SECTION 3. The Employer agrees to provide clean,
18. adequate, and comfortable working areas for employees
19. within the limits of available resources.

20. SECTION 4. Training will be offered to all employees on
21. any new automated system required by the agency.

22. SECTION 5. Employees will be provided current Annual
23. Leave and Sick Leave balances each pay period.
24. Additionally, the Employer will assist employees in
25. obtaining Retirement Fund balance information upon
26. request.

27. SECTION 6. Civilian Personnel Office will advise
28. employees on the advantages and disadvantages of
29. disability and optional retirements in order that he/she
30. may make an informed decision as to the type of
31. retirement he/she needs to requests.

32. SECTION 7. Upon request, employees within ninety (90)
33. days of retirement will be provided individual
34. counseling.

ARTICLE THIRTY-THREE
EMPLOYEE ASSISTANCE PROGRAM

1. SECTION 1. The Union and the Employer support the
2. maintenance of Civilian Employee Assistance Program
3. (CEAP). The program is controlled by the EAP
4. Coordinator, XVIII Airborne Corps Surgeon's Office,
5. and upon voluntary (self) referral, assists civilian
6. employees and their families in personal concerns such
7. as substance abuse, marital, family, medical,
8. emotional, and legal problems. The program is
9. administered in accordance with applicable laws and
10. regulations.

11. SECTION 2. When a supervisor, through daily job
12. contact, observes that an employee is experiencing
13. difficulties in maintaining their job performance and
14. believes that such difficulties are related to alcohol
15. and drug abuse, the supervisor should notify the
16. Employee Assistance Program and arrange for the
17. employee to be offered confidential assistance and
18. services in accordance with appropriate regulation.

19. SECTION 3. Initiation of adverse actions for
20. absenteeism, tardiness, AWOL, sleeping on duty,
21. reporting to work under the influence, drinking on the
22. job, or marginal or unsatisfactory job performance
23. strictly related to alcohol or other drug abuse will
24. be postponed only one time for up to 90 days for
25. employees who are enrolled and satisfactorily
26. progressing in an approved alcohol/drug program,
27. unless retention in a duty status might result in
28. damage or loss of Government property or funds,
29. personal injury to the employee or others, or
30. adversely affect national security. Once an adverse
31. action has been initiated against an employee who
32. previously refused rehabilitation assistance or did
33. not satisfactorily complete the program, the proposed
34. adverse action need not be delayed as a result of the
35. employee's subsequent request for rehabilitation.

36. SECTION 4. Records created in relation to an
37. employee's alcohol or drug problem will be regarded as
38. confidential. Such official records will be made

39. available on a strict need to know basis only.
40. SECTION 5. An employee may contact the Employee
41. Assistance Program on a self referral basis. An
42. employee may seek assistance and counsel on alcohol or
43. drug problems without jeopardizing job or promotional
44. opportunities.
45. SECTION 6. The Union, because of its relationship
46. with unit employees, can offer guidance and support to
47. employees and improve employee confidence in
48. rehabilitation programs.
49. SECTION 7. When an employee is medically diagnosed as
50. having an alcohol or drug abuse problem, leave may be
51. granted in accordance with agency regulations, sick
52. leave, annual leave and leave without pay, in order to
53. attend a certified program of treatment and
54. rehabilitation.

ARTICLE THIRTY-FOUR
EQUAL EMPLOYMENT OPPORTUNITY

1. SECTION 1. The Employer agrees it shall not discriminate
2. regarding employment or conditions of employment because
3. of race, color, religion, sex, national origin, age,
4. martial status, lawful political affiliation, or
5. handicapping conditions in accordance with applicable
6. laws and regulations and to promote the full realization
7. of equal employment opportunity through a continuing
8. affirmative action program.
9. SECTION 2. The Employer will carry out a
10. continuing affirmative program designed to insure equal
11. opportunity and to eliminate every form of prejudice or
12. discrimination based upon race, color, religion, age,
13. sex, national origin, and physical or mental disability or
14. reprisal from the employer's personnel policies,
15. practices, and working conditions.
16. SECTION 3. The Employer will attempt to utilize the
17. present skills of employees by various means, including
18. the redesigning of jobs where feasible, and providing
19. opportunities for employees to enhance their skills
20. through on-the-job training, work-study programs, and

21. other training measures so that they may perform at their
22. highest potential and advance in accordance with their
23. abilities.

24. SECTION 4. The Union will be entitled to designate a
25. representative to Fort Bragg Special Emphasis
26. Committee and to provide input to the committee, as
27. appropriate.

28. SECTION 5. The Equal Employment Opportunity Office will
29. prepare annual affirmative employment plans for
30. minorities, women, and individuals with disabilities. A
31. copy of these reports will be furnished to
32. the Union and data from it that is of interest to
33. employees will be published in the Civilian Employee
34. Bulletin.

35. SECTION 6. The Employer will appoint and maintain a
36. reasonable number of trained EEO counselors. At such
37. times as new or additional counselors may be required,
38. the Union may recommend individuals for appointments to
39. counseling duties except those employees serving in the
40. capacity of Stewards and Union officers. Individuals of
41. the Union serving in those capacities may become EEO
42. counselors only if they resign from such positions.

43. SECTION 7. The Employer agrees that an employee desiring
44. to consult with an EEO counselor shall have the right to
45. consult with the counselor of his choice, and shall be
46. afforded the use of a reasonable amount of official time.

47. SECTION 8. An employee who believes/perceives he/she has
48. been discriminated against may pursue his/her
49. dissatisfaction through EEO complaint procedures. An EEO
50. complaint must be initiated with an EEO counselor within
51. forty-five (45) calendar days of the discriminatory act
52. or of the employees becoming aware of his/her choice, as
53. provided by regulation, in pursuing an EEO complaint.

ARTICLE THIRTY-FIVE
ARMY IDEAS FOR EXCELLENCE PROGRAM

1. SECTION 1. The Employer and the Union agree that all
2. employees in the Unit shall be encouraged to participate
3. in the Army Suggestion Program, and all suggestions

4. should be processed/evaluated in a timely and expeditious
5. manner. In this regard, if an employee encounters
6. unreasonable or unwarranted delays in receiving a final
7. determination on the adoption or rejection of a submitted
8. suggestion, he may contact the Suggestion Program
9. Coordinator or his immediate supervisor, who, in turn,
10. will make every effort to resolve the matter. The
11. services of appropriate civilian personnel specialists
12. and the Suggestion Program Coordinator will be available
13. to the suggester and/or supervisor to assist in these
14. matters.

15. SECTION 2. Employees will be encouraged to discuss
16. prospective suggestions with their immediate supervisors.
17. The Employer agrees to ensure that immediate supervisors
18. are aware of their responsibilities to encourage, aid,
19. assist, and support employees in preparing suggestions
20. without expecting or receiving credit as co-suggester of
21. the suggestion.

22. SECTION 3. Rejection of any suggestion will be forwarded
23. to the suggester by letter with a copy of the evaluation
24. attached as an enclosure, with reasons indicated. The
25. suggester may review the evaluation and contact the
26. Suggestion Program Coordinator immediately if he/she
27. feels the evaluation is incomplete to furnish additional
28. data/justification to support his/her views. Based on
29. additional data, the Suggestion Program Coordinator will
30. request re-evaluation of the suggestion and advise the
31. suggester of the results.

32. SECTION 4. In the event circumstances preclude the
33. complete processing of a suggestion within a ninety (90)
34. day period, the Suggestion Program Coordinator will
35. furnish, at the request of the suggester, a reason for
36. the delay.

ARTICLE THIRTY-SIX
PAYROLL DEDUCTIONS OF UNION DUES

1. SECTION 1. The Employer shall deduct Union dues from
2. the pay of all eligible employees who voluntarily
3. authorize such deduction.

4. SECTION 2. An employee may authorize an allotment
5. from his pay to cover Union dues provided he is a
6. member of the Union in good standing or has signed up
7. for membership in the Union subject to payment of
8. his/her first month's dues through voluntary
9. allotment, and his/her net salary after
10. other legal and required deductions is regularly
11. sufficient to cover the amount of authorized
12. allotment.

13. SECTION 3. The Union agrees to:

14. a. Purchase the standard allotment forms
15. (Standard Form 1187).

16. b. Distribute the allotment forms to Union
17. members.

18. c. Certify the amount of Union dues.

19. d. Deliver completed allotment forms to the NAF
20. Civilian Personnel Division for transmittal to the
21. payroll office.

22. e. Educate Union members on the program for
23. allotments for payment of Union dues, its voluntary
24. nature, and the uses and availability of the required
25. form.

26. f. Promptly notify the appropriate activity
27. payroll section when a Union member is expelled
28. or suspended.

29. g. Assure that allotments on the part of the
30. Union members are voluntary and inform Union
31. members fully of the conditions governing
32. revocation of allotments.

33. h. Indemnify, save harmless, or take other steps
34. requested by the employer to protect the Employer
35. from any and all claims and disputes by reason of its
36. acting hereunder.

37. SECTION 4. The Employer agrees to:

38. a. Promptly notify the Union of the revocation
39. of an allotment for Union dues by an eligible
40. employee.

41. b. Maintain revocation of allotment forms
42. (Standard Form 1188) and furnish revocation forms to
43. employees requesting them. However, a written request
44. for revocation of an allotment which is otherwise in
45. order and signed by the employee will be accepted and
46. acted upon even though not submitted on the form.

47. SECTION 5. Eligible employees:
48. a. May obtain SF 1187 for payment of Union dues
49. from the Union.
50. b. May initiate voluntary allotments at any time
51. which will take effect at the start of the first pay
52. period beginning after the SF 1187, properly completed
53. and signed, has been received in the NAF Central
54. Payroll Office.
55. c. May obtain SF 1188 for revocation of Union
56. dues from their organization or the NAF Civilian
57. Personnel Division.
58. d. An employee may revoke his withholding
59. authorization effective the first pay period on or
60. after the first anniversary date of the allotment.
61. Thereafter, an employee may revoke his/her dues
62. withholding authorization effective the first pay
63. period in March of every year. In either case, the
64. NAF Civilian Personnel Division will not accept during
65. the thirty (30) day period immediately preceding an
66. appropriate effective date.
67. e. Have responsibility to see that their written
68. revocation is received in the NAF Personnel Division
69. on a timely basis.

70. SECTION 6. An allotment will be terminated at the end
71. of the pay period during which an employee is
72. separated from the Employer's rolls through death,
73. retirement, transfer, resignation, other causes, or
74. when an employee moves or is reassigned or is promoted
75. to an area not covered by this Agreement.

76. SECTION 7. Allotments will be automatically
77. terminated effective at the beginning of the first pay
78. period for which deductions are made after exclusive
79. recognition is no longer accorded or when this
80. Agreement is suspended or terminated by an appropriate
81. authority outside the Department of Defense.

82. SECTION 8. If the amount of the regular dues is
83. changed, the Union will certify such change in writing
84. to the NAF Personnel Division. Only one such change
85. will be made in any period of 12 consecutive months.

86. SECTION 9. Within seven (7) working days after each

87. biweekly pay period, the NAF Central Payroll Office
88. will furnish the Union a summary, in duplicate, which
89. will list each member who has authorized a voluntary
90. allotment. A single check covering the net amount due
91. the Union will be forwarded within seven (7) working
92. days after each biweekly pay day. The check will be
93. forwarded to Comptroller, Fiscal Office, National
94. Association of Government Employees, 159 Burgin
95. Parkway, Quincy, Massachusetts 02169-4213.

96. SECTION 10. Where the renegotiation of the Agreement
97. is pending or in process, and the parties are unable
98. to complete such renegotiations by the termination
99. date of the Agreement as a result of pending third-
100. party proceeding involving a negotiability dispute, a
101. negotiation impasse, or a question of representation
102. involving employees in the bargaining unit, payroll
103. withholding dues of members of the Union shall be
104. continued until resolution of the dispute or issue.

ARTICLE THIRTY-SEVEN
GRIEVANCE PROCEDURE

1. SECTION 1. The purpose of this Article is to provide for
2. a mutually acceptable method for the prompt and equitable
3. settlement of grievances.

4. SECTION 2. All employees will be treated fairly and
5. equitably in all aspects of their employment. Those who
6. believe they have not been treated fairly have a right to
7. file a grievance to the appropriate management officials.

8. SECTION 3. A grievance is defined as any complaint:
9. a. By any employee concerning any matter relating to
10. the employment of the employee,
11. b. By the Union concerning any matter relating to
12. the employment of any employee; or
13. c. By any employee, group of employees, the Union or
14. the Employer concerning:
15. (1) The effect or interpretation, or claim of
16. breach of this Agreement; or
17. (2) Any claimed violation, misinterpretation or
18. misapplication of any law, rule, or regulation affecting
19. conditions of employment.

20. SECTION 4. The negotiated grievance procedure shall be
21. the exclusive procedure available to the Union, Employer,
22. and the employees in the unit for resolving grievances
23. which fall within its coverage. However, any employee or
24. group of employees in the unit may present grievances to
25. the Agency and have them adjusted without the
26. intervention of the Union, as long as the adjustment is
27. not inconsistent with the terms of this Agreement and the
28. Exclusive Representative has been given an opportunity to
29. be present at the adjustment. No representative of the
30. Union shall solicit grievances.

31. SECTION 5. Grievances will be resolved or decided at the
32. lowest practical organizational level and in the shortest
33. time possible. Each grievance shall contain only one
34. issue or dispute for resolution. Should two or more
35. employees in the Unit have identical grievances, the
36. grievances will be combined and processed as one,
37. resolution of the one will be binding on the other
38. grievants. A decision in favor of an employee entails
39. the requirement that the employee be "made whole"
40. financially for pay and restoration to duty including
41. employment rights and benefits.

42. SECTION 6. The following matters are specifically
43. excluded from consideration under the Negotiated
44. Grievance Procedure:

- 45. a. Any examination, certification or nonselection
46. for appointment or promotion from a group of properly
47. ranked and qualified persons.
- 48. b. Counseling.
- 49. c. Position classifications and reassignments, for a
50. position for which they are qualified and do not result
51. in a reduction of pay or grade of an employee, to a
52. position at the same rate of pay and employment category.
- 53. d. Performance ratings above satisfactory.
- 54. e. Separation for disqualification as stated in AR
55. 215-3.
- 56. f. Any matter which has its own review or appeal
57. procedure as part of its regulatory provisions.
- 58. g. Allegations of mismanagement when no form of
59. personal relief to the employee is appropriate.
- 60. h. Separation during probationary period.
- 61. Separation for cause of regular employees will be

62. affected in accordance with the collective bargaining
63. agreement, Article 20.

64. i. Separation from flexible employment provided all
65. procedural requirements have been met.

66. SECTION 7. The grievant, if otherwise in a duty status,
67. shall be granted reasonable time to prepare for and
68. present his grievance. Representatives who are
69. employees, if otherwise in a duty status, may use
70. the purpose of participating in the preparation and
71. presentation of a grievance, including any hearing held
72. in connection therewith, provided such representational
73. service does not cause undue interruption of work at
74. his/her regular work area. An employee or Union
75. representative desiring official time for the foregoing
76. purposes shall inform his/her immediate supervisor or
77. designee of his/her desire to leave the worksite and must
78. obtain permission to do so before leaving the worksite.

79. SECTION 8. Employer resources such as typing assistance,
80. word processors, supplies, and material may not be used
81. to process a grievant's claim.

82. SECTION 9. If a pay issue is involved and the employee
83. dies or is separated before a decision is reached, the
84. case will be processed to conclusion. If an employee
85. dies and is due back pay or benefits, the monies shall be
86. distributed in accordance with the employee's will, or if
87. the employee has no will, in accordance with the
88. intestate laws of the state applicable to the employee.

89. SECTION 10. The following procedures will apply in
90. processing grievances covered by this Article.
91. Grievances will be discussed with the immediate
92. supervisor within 15 calendar days after the occurrence of
93. the matter out of which the grievance arose, or within 15
94. calendar days of the employee's first knowledge of the
95. occurrence. In the case of an Employer-initiated
96. grievance, the Union President will receive the
97. grievance. In the case of a Union-initiated grievance,
98. the Civilian Personnel Office will receive the grievance.
99. Grievances will be processed in a fair and impartial
100. manner.

101. a. STEP 1. The grievant will submit and identify
102. the grievance orally or in writing to the immediate

103. supervisor. The employer will meet and discuss the
104. grievance with the grievant and/or their representative,
105. if any, within seven (7) calendar days after submission.
106. The Employer will render a decision to the grievant
107. within ten (10) calendar days after conclusion of the
108. Step one discussion.

109. b. STEP 2. If no satisfactory solution is reached
110. as a result of Step 1, and the grievant chooses to
111. pursue the matter further, he must submit one (1) copy
112. of the grievance in writing to the Director (or
113. designee) within seven (7) calendar days after receipt
114. of the Step 1 decision. The written grievance must
115. identify the employee by name,
116. title, grade or pay level, and organizational unit, and
117. must state the specific nature of the grievance, the
118. Article(s) and Section(s) of the Agreement in dispute,
119. the remedial action sought, and the designated
120. representative, if any. The Director will meet with the
121. employee and Union representative, if any, within 7
122. calendar days after receipt of the written grievance.
123. Within seven (7) calendar days of the Step 2 discussion,
124. the Employer will issue a written decision.

125. c. STEP 3. If the grievant is not satisfied with
126. the decision issued at step 2, and if he/she chooses to
127. pursue the matter further, he/she must, within seven (7)
128. calendar days after receipt of the Step 2 decision,
129. submit the grievance in writing to the Civilian
130. Personnel Office for review and decision by the Garrison
131. Commander or his representative(s). The Garrison
132. Commander/Representative will review the
133. grievance and render a decision in writing within
134. fourteen (14) calendar days after receipt of the
135. grievance. The grievant(s) and/or their representative
136. may request to meet with the Garrison Commander or
137. his/her designated representative prior to the decision
138. being rendered, this request will only be made by the
139. Union in writing at the time the STEP 3 grievance is
140. submitted and forwarded to the Garrison
141. Commander/Representative. When the action grieved is a
142. suspension of more than ten (10) calendar days or
143. separation the Commander/Representative will meet with
144. the grievant and his/her representative if any. The
145. Commander/Representative may meet with the employee
146. and/or their representative on grievances dealing with
147. issues other than suspension of more than ten days or

148. separation.

149. SECTION 11. The parties recognize that in some cases
150. management may possess data which the Union properly
151. requires in order to represent bargaining unit employees.
152. In such cases, upon request by the Union, and to the
153. extent not prohibited by law, management will furnish
154. data which is normally maintained by management, in the
155. regular course of business and which is reasonably
156. available and necessary for full and proper discussion,
157. understanding and/or negotiation of subject within scope
158. of the collective bargaining and representation of
159. employees.

160. SECTION 12. All time limits specified in this article
161. may be extended only by mutual consent of the parties.
162. Failure of the Employer to observe the stated or
163. extended time limits for any step in the grievance
164. procedure shall entitle the Union or employee to advance
165. the grievance to the next step. Failure of the Union or
166. employee to observe the stated or extended time limits
167. shall constitute withdrawal of the grievance. A
168. grievance may be cancelled at any time at the Union or
169. grievant's request. The request must be in writing.

170. SECTION 13. Any grievance not resolved under the terms
171. of this Article may be referred to arbitration by
172. either the Union or the Employer in keeping with the
173. provisions of Article Thirty-nine, Arbitration.

ARTICLE THIRTY-EIGHT
PAYCHECK DELIVERY AND ALLOTMENTS

1. SECTION 1. Paychecks will be delivered in accordance
2. with the Omnibus consolidated Rescission and
3. Appropriations Act of 1996 (P.L 104-134), all NAF
4. employees are required to designate a financial
5. institution to which their pay can be deposited via
6. electronic funds transfer. The initiation of a SF
7. 1199A form will accomplish this action.

8. a. There are provisions for a waiver in very
9. few extreme circumstances. Examples of instances that

10. may be considered for waiver might include:
11. 1. Situations where it would cause the
12. employee undo hardship.
13. 2. An employee has a court order that can
14. not be amended which states the employee
15. cannot have a banking account.
16. b. Any employee who believes he/she might
17. qualify for waiver, must provide a letter, including
18. along with justification, to the following address:
19. DEFENSE FINANCE AND ACCOUNTING CENTER
20. Indianapolis division
21. Attn: DFAS-IN/AQA (Hugh Severance)
22. Column 337r, 8899 East 56th Street
23. Indianapolis, Indiana 46249-2130
24. SECTION 2. Allotments from an employee's paycheck
25. may be deposited in specific banks, credit unions, and
26. savings and loan offices in accordance with applicable
27. regulations and instructions and by completion and
28. approval of the appropriate form(s).

ARTICLE THIRTY-NINE
ARBITRATION

1. SECTION 1. In the event that the Employer and the
2. Union fail to settle any grievance or dispute arising
3. under this contract, such grievance, upon written
4. request by either party, within ten (10) working days
5. following the conclusion of the last step of the
6. grievance procedure, may be referred to arbitration.
7. SECTION 2. Within seven (7) calendar days from the
8. date of receipt of the arbitration request, the moving
9. party shall request the Federal Mediation and
10. Conciliation Service to submit a list of seven (7)
11. impartial persons qualified to act as arbitrators.
12. Within seven (7) calendar days after receipt of such
13. list, the moving party will arrange a meeting with the
14. other party to strike names from the list. If they
15. cannot mutually agree upon one of the listed
16. arbitrators, then the Employer first and then the
17. Union will each strike one arbitrator's name from the

18. list of seven (7) and shall then repeat this.
19. procedure The remaining name shall be the duly
20. selected arbitrator. In the event of additional
21. arbitration cases, the selection procedure shall be
22. reversed.

23. SECTION 3. The fee and expense of the arbitrator
24. shall be borne equally by the Employer and the Union.
25. Travel and per diem will be paid at the maximum rate
26. payable to Government employees under the standardized
27. Government travel regulations. The arbitration
28. investigation, and/or hearings, shall be held during
29. the regular work hours, Mondays through Fridays,
30. except for holidays. The employee, his
31. representative, and any witnesses, as determined
32. by the arbitrator, who are employees in a duty
33. status shall be excused from duty without loss of pay
34. or leave for the time necessary to participate in the
35. arbitrator's investigation.

36. SECTION 4. The arbitrator will be requested to render
37. his/her decision as quickly as possible after the
38. conclusion of the proceedings and within thirty (30)
39. days if at all practicable.

40. SECTION 5. The arbitrator shall render his/her
41. findings and recommendations to the Employer and
42. furnish a copy of same to the Union.

43. SECTION 6. Either party may file exceptions to the
44. arbitrator's award with the Federal Labor Relations
45. Authority, in accordance with applicable laws and
46. regulations.

47. SECTION 7. Grievability/arbitratability issues, if
48. unresolved, will be handled as threshold issues at
49. arbitration.

ARTICLE FORTY
GENERAL PROVISIONS

1. Section 1. The Union will be provided a copy of AR 215-3
2. and changes. Upon request the Union will be granted access
3. to regulations necessary to assist them in carrying out

4. their representational tasks that are not provided via the
5. Internet.

ARTICLE FORTY-ONE
PRINTING AND PUBLICIZING THE AGREEMENT

1. SECTION 1. After approval of the Agreement by the
2. appropriate Army Commanders, the Employer will provide the
3. Union with 1,000 copies of the Collective Bargaining
4. Agreement within two (2) months of approval. The
5. Agreement will be printed on 8.5 x 11 inch size with the
7. color to be mutually agreed upon. The agreement will be
8. accessible on the CPAC Website.

9. SECTION 2. The Union will be responsible for the initial
10. distribution of the Agreement to bargaining unit members,
11. as well as cost of any additional copies needed by the
12. Union during the term of this agreement.

ARTICLE FORTY-TWO
AMENDMENTS TO THE AGREEMENT

1. SECTION 1. Amendments to the Agreement may be required
2. due to changes in applicable laws, or regulations and
3. policies of appropriate authority. In such an event, the
4. parties will meet within 30 days after receipt of
5. implementing instructions for such changes for the
6. purposes of negotiating new language to satisfy mandatory
7. requirements. Such amendment(s) as agreed to will become
8. effective on the date of approval by DOD Civilian
9. Personnel Management Services.

10. SECTION 2. The Employer and the Union for the life of
11. this Agreement agree that upon mutual consent of both
12. parties this agreement may be reopened for
13. renegotiation.

ARTICLE FORTY-THREE
ALCOHOL AND DRUG ABUSE PROGRAM

1. SECTION 1. A drug-free workplace program shall be
2. implemented within the bargaining unit as outlined in

3. the Drug-Free Workplace Program pamphlet dated July
4. 1996. The purpose of the program is to set forth
5. objective, policies, procedures and implementation
6. guidelines to achieve a drug-free workplace consistent
7. with Executive Order 12564 and Public law 100-71.

8. SECTION 2. Successful rehabilitation of an employee
9. who has an alcohol or drug abuse problem, which affects
10. his job performance, requires a high degree of employee
11. motivation. The Union and the Employer can best assist
12. the employee by combining their resources to stimulate
13. the employee's motivation.

14. SECTION 3. The Union, because of its relationship
15. with unit employees, can offer guidance and support to
16. employees and improve employee confidence in
17. rehabilitation programs.

18. SECTION 4. The Employer and the Union recognize the
19. importance of early identification and rehabilitation
20. of cases of alcoholism or drug abuse, which affect job
21. performance. Both parties agree to cooperate in aiding
22. the employee whose work performance indicates a
23. potential alcohol or drug abuse problem by referring
24. the employee to military or community resources for
25. consultation, treatment, and rehabilitation. The
26. employee's motivation toward rehabilitation should be
27. enhanced by his clear understanding that failure to
28. correct the problem may lead to disciplinary or adverse
29. actions for unsatisfactory job performance.

30. SECTION 5. Supervisors have the right and
31. responsibility to discuss job performance and/or
32. conduct with an employee in a counseling session or
33. corrective interview. In the context of this article,
34. the focus of corrective interviews or employee-
35. supervisory counseling sessions is on issues of job
36. performance or conduct rather than diagnosis or
37. judgements of alcoholism or other drug abuse.

38. SECTION 6. When based on a supervisor's observation
39. an employee's performance, interview or counseling, it
40. appears that referral for an alcohol or drug problem
41. is appropriate, the Union will encourage the employee
42. to respond positively to the referral. The assistance

43. may include joint discussions between the supervisor,
44. employee, and steward where mutually deemed
45. appropriate.

46. SECTION 7. When an employee is medically diagnosed as
47. having an alcohol or drug abuse problem and requests
48. leave in accordance with agency regulations, sick leave
49. and leave without pay shall be granted for a certified
50. program of treatment and rehabilitation. For the
51. purposes of this section, an employee may substitute
52. annual leave for approved sick leave, if the request is
53. made at the time the sick leave is approved.

54. SECTION 8. The Employer will consider the employee's
55. positive efforts in seeking treatment and
56. rehabilitation when determining whether disciplinary or
57. adverse action will be taken regarding job performance
58. deficiencies.

59. SECTION 9. Records created in relation to an
60. employee's alcohol or drug problems will be regarded as
61. confidential. Such official records will be made
62. available on a strict need-to-know basis only.

63. SECTION 10. An employee may seek assistance and
64. counsel on alcohol or drug problems without fear of
65. jeopardizing job or promotional opportunities.

66. SECTION 11. If a training program for supervisory
67. personnel in referral skills and early identification
68. of work performance problems which may be alcohol or
69. drug related becomes available, Union officials shall
70. be permitted to participate.

ARTICLE FORTY-FOUR
UNIT MEMBERSHIP LIST

1. SECTION 1. Upon the local President's written request,
2. but not frequently than twice each year, the Employer
3. will furnish the Local data processing run-off of a
4. Local unit member's names, work locations, job titles
5. and grades.

6. SECTION 2. The local President will be provided in
7. writing the name and work location of each newly hired
8. bargaining unit employee on a monthly basis.

9. SECTION 3. The Employer agrees to provide listings
10. every 6 months of dues paying members.

ARTICLE FORTY FIVE
LEAVE TRANSFER PROGRAM

1. SECTION 1. In accordance with AR 215-3, Section 5-13, the
2. Employer will establish a Leave Transfer Program. This
3. program permits Army NAF employees to donate annual leave to
4. other Army NAF employees located within the same installation
5. NAFI for documented medical emergency situations.

ARTICLE FORTY-SIX
DURATION OF THE AGREEMENT

1. SECTION 1. This Agreement shall be binding upon the
2. Employer and the Union for a period of three (3) years
3. from the date of approval and from year to year
4. thereafter not to exceed three (3) years unless either
5. party shall notify the other party in writing at least
6. sixty (60)days , but no more than one hundred five (105)
7. days prior to the anniversary date of its desire to
8. modify or terminate this Agreement. If either party
9. serves such notices, representatives of the Employer and
10. the Union will meet within thirty (30) days of receipt of
11. the notice and consult as to further negotiations or
12. other courses of action.

13. SECTION 2. This Agreement shall be subject to review by
14. DOD Civilian Personnel Management Services, for legal,
15. regulatory, and negotiability compliance. The review
16. will be complete within thirty (30) days from the date of
17. the Agreement's execution. Should the review reveal a
18. violation(s), the Employer will notify the Union of the
19. violation and the two parties will take whatever
20. appropriate corrective action they may agree upon. The
21. head of the agency shall approve the agreement within 30
22. days from the date the agreement is executed if the
23. agreement is in accordance with the provisions in 5 C.F.R.
24. 7114 (c) 2.

25. SECTION 3. This Agreement shall terminate automatically
26. effective with any date on which it is determined that
27. the Union is no longer entitled to exclusive recognition
28. in accordance with the provisions of 5 U.S.C. Chapter 71.

29. SECTION 4. This agreement is subject to reopening by
30. mutual consent of the parties concerned. When the
31. renegotiation of this Agreement is pending or in process,
32. and the parties are unable to complete such renegotiation
33. by the termination date of the Agreement, the terms and
34. conditions of this Agreement shall continue in effect
35. until a new Agreement is effected.

IN WITNESS, Whereof the parties hereto have entered into the Agreement this 22nd day of September 2003.

UNION

National Association
of Government Employees
Local R5-160 AFL/CIO

EMPLOYER

Headquarters, XVIII
Corps and Fort Bragg
Fort Bragg, North
Carolina

TERESA JONES
National Representative
FOR NAGE LOCAL R5-160

AL AYCOCK
COL SF
Garrison Commander
FOR FORT BRAGG

KIMBERLY A. MCCLAIN
President
FOR NAGE LOCAL R5-160

VICTORIA A. POST
COL MP
Director, Community Activity
Services and Business Center
FOR FORT BRAGG

RAY C. VANGO
Vice President
FOR NAGE LOCAL R5-160

LINDA L. HAYES
NAF, Human Resources Officer
FOR FORT BRAGG

This agreement is executed under authority delegated by the Department of the Army.

APPENDIX A
Supervisor's Report on Union
Representative's Use of Official Time

Instructions: 1. Supervisors will have this form completed each time a Union representative uses official time due to Union representation or similar activities. Items 1, 2, 3, 5, and 6 should be completed by the representative and submitted to the supervisor. Items 4 and 7 will be completed by the supervisor.

2. Upon completion of the form, fold and staple so that the printed address on reverse side can be used for routing to the NAF Human Resource Office and placed in message center distribution.

3. All questions should be referred to the NAF Human Resources Officer, at 396-4304.

1. NAME OF UNION OFFICIAL 2. NAFI (ACTIVITY) 3. BRANCH

4. TIME SPENT

Date: _____ Beginning: _____ Ending: _____

5. CASE NUMBER: _____

6. NATURE OF BUSINESS (Check as appropriate)

Representation of : ___ Negotiated Grievance Procedure
employee(s) ___ Adverse Action Appeal or Hearing
 ___ Discrimination Procedure
 ___ CPO - Union Meeting
 ___ Labor Negotiations
 ___ Other (Identify)

7. NAME OF SUPERVISOR COMPLETING FORM: _____

ACTIVITY: _____ PHONE NUMBER: _____

8. Once this form is completed the employee will be given a copy.

