COLLECTIVE BARGAINING AGREEMENT

Between

HEADQUARTERS, 24TH INFANTRY DIVISION (MECH)
and FORT RILEY

AND

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
LOCAL 2324

Covering Nonappropriated Fund Bargaining Unit Employees

Executed 19 December 2005
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NONAPPROPRIATED FUND COLLECTIVE BARGAINING AGREEMENT

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AGREEMENT TO NEGOTIATE

PREAMBLE

In a sincere effort to demonstrate the parties' interest in improving the quality of the labor-management relationship, it is jointly agreed that "Interest-Based Bargaining" (IBB) will be used as the primary method for negotiations throughout this process. This does not preclude the parties from utilizing other methods of negotiations, as mutually agreed. The parties understand that by reason of Title 5, United States Code, Section 2105(c), (5 USC 2105(c), employees paid from Nonappropriated Funds are not deemed employees of the Federal Government for the purposes of the laws administered by the Office of Personnel Management, unless specifically provided in this title.

SECTION 1. PURPOSE.

To establish principles and ground rules considered necessary and desirable to reduce potential areas of conflict and dispute during the conduct of negotiations for a collective bargaining agreement (CBA). This Agreement is entered into by and between the Employer, U. S. Army Garrison, Fort Riley, Kansas and American Federation of Government Employees, Local 2324 (AFL/CIO, hereinafter referred to as the "Union".

SECTION 2. NEGOTIATING TEAMS.

The Union will consist of not more than four members, the actual number to be decided by the Union. The Employer's team will consist of not more than four members, the actual number to be determined by the Employer. These provisions only apply to negotiations of the basic Agreement and the negotiations of any changes thereto during the life of the basic Agreement. The chief negotiator/team leader will have the authority for their team to approve individual Articles of the Agreement and provisions contained therein.

SECTION 3. NEGOTIATING SCHEDULE.

Negotiating sessions will be held at Fort Riley, Kansas in facilities provided by the Employer. Negotiating sessions will be conducted at mutually agreed times. Individual sessions may be canceled upon one day's notice by either party. Either party may caucus as necessary. The sessions may be adjourned when a lengthy caucus is anticipated.

SECTION 4. RECORD OF NEGOTIATION SESSIONS.

Recording will be accomplished by the Employer, and will be provided to each member at or prior to the next scheduled meeting.

SECTION 5. OFFICIAL TIME FOR NEGOTIATIONS.

1. Duly designated Union negotiators who are members of the bargaining unit covered by the Agreement being negotiated will be authorized official time as provided by 5 USC Section 7131(a).

It is agreed that 24 hours advance notice, delivered to the NAF Human Resources Office, Fort Riley, Kansas, will be provided by the Union regarding the release of any Agency employee, who is a member of this bargaining unit, to represent the Union in these negotiations. Those employee representatives will normally be released unless, in the judgment of the Employer, operational requirements make it necessary that the employee(s) remain on the job.

2. The parties agree that no overtime pay, compensatory time off, travel pay or per diem will be authorized for Union negotiators with regards to the negotiation of this collective bargaining agreement.

SECTION 6. MUTUALLY ACCEPTED PROPOSALS.

When a proposal has been agreed to by both parties, it will be initialed and dated by the chief negotiator/team leaders of both parties. This does not prevent the previously agreed upon proposal from being reopened by mutual consent for amendment prior to ratification by the Union membership or approval by the Garrison Commander.

SECTION 7. NON-NEGOTIABILITY PROCEDURES.

If one party considers a proposal nonnegotiable, it will so state for the record, giving specific reasons why. If the Employer alleges that all or part of a proposal is nonnegotiable and the Union wishes to challenge that allegation, the Union will request, in writing, that the Employer's allegation be made in writing. If the Employer does not withdraw the allegation of non-negotiability, and the Union chooses to further pursue to matter, the Union will appeal the matter to the Federal Labor Relations Authority as provided in Part 2424 of the Authority's Rules and Regulations. This provision does not constitute a waiver by either party of their statutory right to file an Unfair Labor Practice Charge alleging that the other party has failed to negotiate in good faith.

SECTION 8. FINAL REVIEW AND APPROVAL OF CONTRACT.

It is hereby agreed that upon completion of negotiations, thirty working days will be allowed for final preparation by the Employer of the Agreement and for review by each party. An extension of this review/preparation time may be granted by mutual agreement. The team will reconvene, as necessary, to approve any corrections. The Agreement will be forwarded to DOD Field Advisory Services, Arlington, VA, for review and approval in accordance with 5 USC 7114 (c) and DOD regulation. Upon receipt of any indicated legal and regulatory changes, the Employer will provide the Union the necessary corrections and cite the legal and regulatory basis for such changes. The teams will meet within ten working days after the proposed changes are provided the Union, for the purpose of negotiating the necessary corrections. After ratification by the Union membership, the teams will reconvene at a mutually agreed time for the formal contract signing. The Garrison Commander, Fort Riley, has the authority to execute the Agreement.

SECTION 9. PROCEDURES TO SELECT ARTICLES TO NEGOTIATE.

The parties will review the previous negotiated agreement between the Employer and the Union. Both will identify articles that do not need change, articles that need minor change, and those

requiring major change. Articles that need no change will be accepted by both parties. Minor and major changes will then be negotiated.

SECTION 10. IMPASSE PROCEDURES.

Definition of an impasse for the purpose of this Agreement shall be: "the inability of representatives of the Employer and the Union to arrive at a mutually agreeable decision concerning negotiable matters through the negotiations process." When action fails to resolve the impasse, either or both parties may seek the services of the Federal Mediation and Conciliation Service (FMCS). When the services of the FMCS fail to resolve the impasse, either party may request, in accordance with Part 2471 of the Rules and Regulations of the FLRA, that the Federal Services Impasse Panel (FSIP) consider the matter. The FSIP, in its discretion and under the procedures prescribed in Part 2471, may consider the matter and may recommend procedures for resolution of the impasse to the parties, or may settle the impasse by appropriate action.

SECTION 11. MID-TERM BARGAINING.

Parties will meet to negotiate impact and implementation of Employer initiatives, which affect Employee working conditions.

SECTION 12. OFFICIAL TIME FOR PREPARATION FOR BASIC AGREEMENT NEGOTIATIONS.

Employees of the Employer, not to exceed four, representing the Union during these negotiations of this basic Agreement shall be allowed a reasonable amount of time, not to exceed 4 hours each for a total of 20 hours for the entire Union team, for preparation prior to the date negotiations begin on the basic Agreement.

FOR THE EMPLOYER:	FOR THE UNION:
_____Original Signed____	_____Original Signed___
HAROLD M. COX, JR.	BOBBY J. LEISTER
NAF Human Resources Officer	President, AFGE Local 2324

ARTICLE 1. PARTIES TO THE AGREEMENT

SECTION 1. EXCLUSIVE RECOGNITION.

The employer hereby recognizes that the American Federation of Government Employees (AFGE) Local 2324 (the Union) is the exclusive representative of all employees of the bargaining unit as defined in Section 2 of this article. The Union hereby recognizes its responsibility to represent the interests of all such employees, without regard to union membership, with respect to grievances and conditions of employment as prescribed by this agreement subject to the express limitations set forth elsewhere in this agreement.

SECTION 2. COVERAGE OF AGREEMENT.

The employer recognizes the union as the exclusive representative for all employees below:

1. INCLUDED: All Department of the Army civilian employees paid from Nonappropriated Funds, serviced by the same NAF Human Resources Officer and whose duty station is Fort Riley, under the jurisdiction of the Garrison Commander, Fort Riley.

2. EXCLUDED: All professional employees; management officials; supervisors and employees described in 5 USC 7112 (b) (2), (3), (4), (6) AND (7).

SECTION 3. PRINCIPAL POINT OF CONTACT.

The NAF Human Resources Officer, Fort Riley, Kansas, is the principal point of contact for the Employer on labor-management relations matters. It is understood that the NAF Human Resources Officer, is authorized to act for the Command in the administration of this agreement.

ARTICLE 2. BASIC PROVISIONS OF AGREEMENT

SECTION 1. PURPOSE.

It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Nonappropriated Fund Instrumentality service and the well-being of employees within the meaning of present law, to establish a basic understanding relative to personnel policy, procedures and matters affecting general working conditions, and to provide means for amicable discussion and adjustment of matters of mutual interest at Fort Riley, Kansas.

SECTION 2. GOVERNING LAWS, RULES, AND REGULATIONS.

1. In the administration of all matters covered by the Agreement, officials and employees are governed by existing or future laws, executive orders, and Government-wide regulations of appropriate authorities.

2. As new agency (DOD/DA) regulations or policies are published, the parties agree that:

3. If the provisions do not conflict with the terms of this agreement, they will be implemented. If any provision impacts on conditions of employment affecting bargaining unit employees, management will inform and consult with the union.

4. If the provisions conflict with the terms of this agreement, this agreement takes precedent.

SECTION 3. PARTNERSHIP

The parties agree to endorse, commit to, and promote a partnership environment in an effort to extend the provisions of the Fort Riley Partnership Agreement. Workplace issues should be resolved through consensus using intra-based problem-solving techniques. The parties should aggressively seek training, facilitation and mediation assistance that can help foster an environment where partnership can succeed and thrive. Management should strive to involve employees and their union representatives as full partners with management representatives to identify problems and craft solutions to better serve the agency's customers and missions.

SECTION 4. WAIVER.

Nothing in this CBA shall be construed as an implied waiver by either the Employer or the Union of a statutory right.

SECTION 5. MANAGEMENT RIGHTS.

Management officials of the Agency retain the following rights as provided by Section 7106 (a), 5 USC:

"(a) Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency –

"(1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

"(2) in accordance with applicable laws –

"(A) to hire, assign, direct, layoff and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

"(B) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

"(C) with respect to filling positions, to make selections for appointments from –

"(i) among properly ranked and certified candidates for promotion; or

"(ii) any other appropriate source; and

"(D) to take whatever actions may be necessary to carry out the agency mission during emergencies.

Management officials shall follow the directives issued by appropriate authority as referenced in Section 2 (a) with regard to the provisions of 5 USC Section 7106 (b).

"(b) Nothing in this section shall preclude any agency and any labor organizations from negotiating –

"(1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work:

"(2) procedures which management officials of the agency will observe in exercising any authority under this section; or

"(3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

ARTICLE 3. RIGHTS AND OBLIGATIONS OF THE EMPLOYEES

SECTION 1. EMPLOYEE RIGHTS.

The Employer and the Union agree that employees of the unit shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join, and assist the Union, or to refrain from any such activity. The freedom of the employee to assist the Union shall be recognized as extending to participation in the management of and acting for the Union in the capacity of an organization representative, including presentation of its views to officials of the Executive Branch (including designated officials of the Employer), the Congress, or other appropriate authority.

SECTION 2. TERMS.

The terms of this Agreement do not preclude any employees of the unit from bringing matters of personal concern to the attention of appropriate union or management officials in accordance with applicable laws and regulations. However, this provision does not entitle employees to disclose classified and/or sensitive information to unauthorized persons.

SECTION 3. LIMITATIONS.

No employee may participate in the management of the Union or serve as a representative of the Union who is a supervisor or whose participation or activity would result in a conflict of interest or otherwise be incompatible with law or with the official duties of the employee.

SECTION 4. RIGHT TO REPRESENTATION.

1. Employees have the right to be represented during an examination conducted as part of an investigation, as provided by 5 USC, Section 7114(a)(2) and (3):

"(2) An exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at –

"(B) any examination of an employee in the unit by a representative of the agency in connection with an investigation if –

"(i) the employee reasonably believes that the examination may result in disciplinary action against the employee; and

"(ii) the employee requests representation.

"(3) Each agency shall annually inform its employees of their rights under paragraph (2) (B) of this subsection."

2. When an employee exercises their right to representation under 5 USC, Section 7114(a) (2) (B), and when a Union representative is not immediately available, the examination, if conducted, will be deferred for a reasonable period of time to permit the presence of a Union representative.

3. The employer reserves the right to cancel the investigative interview once the employee has requested Union representation.

SECTION 5. PERMISSIVE RELEASE OF EMPLOYEES.

1. The Employer and the Union desire employees to have access to Union guidance and advice. As such, upon an employee's request, a supervisor may permit an employee to contact a Union representative during working hours to discuss a problem or situation. Supervisors may likewise grant requests for reasonable time for an employee to meet with a Union representative at either the work site or the Union office.

2. Nothing in this section shall be construed as a right of an employee or the Union. It is further agreed that permissive release of employees shall never be interpreted as a past practice.

SECTION 6. SEARCHES.

1. An employee's person and/or personal property (purse, coat, etc.) should not normally be searched unless:

   a. There is reason to suspect a violation of law, regulation, order or written policy; or

   b. It is part of a generally applied search.

2. If a supervisor determines that a search of an employee's personal property, locker, and/or other container assigned for the storage of personal property is necessary, the employee should, if reasonably available, be given the opportunity to be present during the search.

3. Nothing in this section shall interfere with or affect appropriate officials from determining and carrying out internal security procedures and/or carrying out criminal justice and administrative disciplinary responsibilities.

ARTICLE 4. RIGHTS AND OBLIGATIONS OF EMPLOYER

SECTION 1. NEUTRALITY.

Management officials and supervisors will maintain a posture of neutrality with regard to questions of membership or non-membership of subordinates in the Union.

SECTION 2. OBLIGATION TO CONSULT/NEGOTIATE.

The Employer recognizes its obligation to discuss, consult, and/or negotiate in good faith on personnel policies, practices, and conditions of employment affecting employees of the unit, so far as may be appropriate under government laws, regulations, and this Agreement.

SECTION 3. EMPLOYEE LIST.

The employer will furnish the Union an alphabetical list of bargaining unit employees covered by this Agreement upon request, but not more often than twice a year. This list will include names, position titles, grades, and duty station of these employees on file in the data system at the time of the request. Additionally, the Employer agrees to provide the Union a list of new hires, normally monthly but at least quarterly, from outside the bargaining units covered by this agreement with the same information as above.

SECTION 4. COPY OF AGREEMENT TO NEW EMPLOYEES.

Upon request to an employee's administrative section, a new unit employee shall have access to a hard copy of this Agreement. This Agreement may also be accessed via Fort Riley Intranet.

SECTION 5. NEW EMPLOYEE ORIENTATION.

The Employer agrees that new employee orientations will be conducted as needed, but not less frequently than quarterly. New employees will be scheduled for attendance at the earliest practicable date. A representative of the Union will be allowed to welcome new bargaining unit employees.

ARTICLE 5. RIGHTS AND OBLIGATIONS OF THE UNION

SECTION 1. EXCLUSIVE REPRESENTATIVE.

The Union is the exclusive representative of the employees in the unit represented in this Agreement and is entitled to act for or on behalf of those employees in the administration of this Agreement.

SECTION 2. UNION RIGHTS.

The Union shall:

a. Have the right to present its views to the Employer on matters of concern, either orally or n writing, and to have such views considered in the formulation and implementation of civilian personnel policies and practices, which are at the discretion of the Employer.

b. Be given the opportunity to be represented at formal discussions between the Employer and employees or other employee representatives, concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the unit. The Union's right to be present shall not extend to informal discussions, such as but not limited to, discussions between the employees and supervisory personnel involving matters directly applying only to the employee, such as performance counseling, meaning and application of performance standards, and other matters not affecting employees generally. Normally, notice will be provided at least four hours prior to all formal discussion meetings. When meetings are scheduled regularly, the Union will be notified, in writing, prior to the first regularly scheduled meeting. The employer will compile and publish semi-annually (January and June each year); a list of the scheduled meetings and the Union shall be provided a copy of the schedules. Included in the written notice will be time, date, location, topics to be discussed, and the name of the supervisor conducting the meeting. If for some reason the meeting time/date needs to be changed, the supervisor will contact the NAF Human Resources Office so that the change can be provided to the Union.

c. Obtain prior permission from the NAF Human Resources Office to receive National representatives or officers who will contact employees in the unit. Nonscheduled arrivals of national officers and national representatives who will not meet with employees of the unit on official time will not require prior notification other than normal procedures to gain access to the installation.

d. Give active support to the Employer in its efforts to eliminate waste, conserve materials and supplies, improve the quality of workmanship, combat tardiness, absenteeism, carelessness, and other similar practices, and encourage the submission of improvement ideas and cost reduction ideas.

e. Encourage employees to:

(1) actively participate in and promote programs designed to improve work methods and conditions;

(2) conscientiously perform assigned duties, operate, and strive to maintain good working relations with their supervisors and fellow employees.

SECTION 3. UNION LIMITATIONS.

The Union agrees that neither it as an organization nor any of its representatives, while acting in the capacity of a Union representative, shall:

a. Conduct internal Union business, such as soliciting membership, collecting dues, campaigning for Union office or officers, except when in a non-duty status.

b. Post and distribute Union literature, hold Union meetings, etc., during the duty time of employees involved.

c. Call, or participate in a strike, work stoppage, or slowdown, or picketing of an Agency in a labor management dispute if such picketing interferes with an Agency's operations, or condone any of the above actions by failing to take action to prevent or stop such activity.

d. Interfere with, restrain, or coerce an employee, or attempt to induce the Employer to coerce an employee in the exercise of their rights as specified in Executive Orders, law or governing regulations.

e. Coerce, attempt to coerce, discipline, fine, or take other economic sanction against a member of the organization as punishment or reprisal for, or for the purpose of hindering or impeding their work performance, productivity, or the discharge of their duties owed as an officer of the Union or employee of the Department of the Army.

f. Refuse to consult, confer, or negotiate with official representatives of the Employer, as required by Executive Order, law, or governing regulations or provisions of this Agreement.

g. Engage in unethical practices, means, or methods in the representation of members of the unit.

h. Refuse to represent the interests, upon request, of any member of the bargaining unit represented in this Agreement, without regard for Union membership, to the extent required by law.

SECTION 4. UNION STATEMENTS.

The Union and it representatives will endeavor to refrain from the use of demeaning, slanderous, inflammatory, ignominious, or degrading remarks, comments or statements against supervisors, other management officials, other employees or persons.

SECTION 5. UNION ENFORCEMENT.

The Union agrees that it will take prompt action to curtail any violations of Section 3 or 4 by its representatives and will take whatever action necessary to prevent repetition of such violations.

ARTICLE 6. STANDARDS OF CONDUCT

SECTION 1. PURPOSE.

The Employer and the Union agree that the requirements of DOD 5500.7-R, Joint Ethics Regulation (JER) will apply to all Department of the Army employees by maintaining high standards of integrity, conduct and concern for the public interest, thereby promoting Government efficiency and effective mission accomplishment. Further, the parties agree that all employees should receive fair and equitable treatment in all aspects of personnel management, consistent with merit system principles, and consistent with the applicable regulations and policies. These stated principles are meant to serve as general guides for effective employer/employee relationships.

SECTION 2. EMPLOYER RESPONSIBILITIES.

The Employer will endeavor to:

a. Ensure all employees receive initial and annual ethics training.

b. Provide positive leadership to the employees in the unit.

c. To encourage in their subordinates a sense of belonging and responsibility.

d. Provide advice to individual employees who request assistance as to whether a particular action would meet the standards of conduct expected.

e. Treat all employees under their supervision in a fair and impartially.

f. Outline the work to be accomplished and standards of performance expected and ensure that changes in work assignments are collaborated with the employee.

g. Explain to the employees the supervisory channels of the particular activity.

h. Refrain from abusing or ridiculing an employee.

i. Counsel employees in an atmosphere conducive to maintaining effective supervision/employee relationships. All counseling will be done in private except in cases when immediate on-the-spot corrective action is warranted to avoid a procedure or act dangerous to personnel, or resulting in damage to or loss of property, or violation of official directive.

j. Consistently conduct themselves in a manner, which is above reproach.

k. Uphold with integrity the public trust involved in the position to which assigned.

l. Observe the various laws, rules, regulations, and other authoritative instructions.

SECTION 3. EMPLOYEE RESPONSIBILITIES.

All civilian Army employees are expected to:

a. Report promptly to work in a condition which will permit them to perform assigned duties (i.e., in appropriate clothing, ready for work).

b. Provide efficient and industrious service in the performance of assigned duties.

c. If insufficient work is assigned to occupy an employee fully at any given time, they are expected to notify their supervisors, so that additional work may be assigned.

d. Give ready response to directions and instructions received from their immediate supervisor, or higher-level supervisors in their supervisory channel.

e. Exercise courtesy and tact in dealing s with fellow workers and the public.

f. Maintain a clean and neat personal appearance to the maximum extent practicable during working hours.

g. Conserve and protect Federal Funds, property, equipment and materials.

h. Consistently conduct themselves in a manner, which is above reproach.

i. Uphold with integrity the public trust involved in the position to which assigned.

j. Be responsible for performing their work to the best of their ability in accordance with instructions furnished by the supervisor.

k. Refrain from ridiculing or abusing supervisors.

l. Observe the various laws, rules, regulations, and other authoritative instructions.

ARTICLE 7. OFFICIAL TIME/UNION REPRESENTATION

SECTION 1. PURPOSE.

This Article provides for direction and guidance to managers, supervisors, and employees concerning the use of official time to bargaining unit members designated by the Union as Union representatives, including but not limited to officers, stewards and other bargaining unit members performing Union and/or other representational duties.

SECTION 2. DEFINITIONS.

1. Representational functions mean those authorized activities undertaken by the union on behalf of other employees. Employee's right to representation are governed by statute, regulation, Executive Order, or the terms of this CBA.

2. Official time means all time granted an employee by the Agency to perform representational functions, as defined above, when the employee would otherwise be in a duty status without charge to leave or loss of pay, and shall be considered hours of work. This includes time spent by an employee performing such functions during regular working hours (including regularly scheduled overtime hours), or during a period of irregular, unscheduled overtime work, provided an event arises incident to representational function that must be dealt with during the irregular, unscheduled overtime period.

SECTION 3. OFFICIAL TIME REPRESENTING BARGAINING UNIT MEMBERS.

Time used by Union officials/representatives in excess of that provided in Section 7 shall be in a non-duty status unless additional time is granted in accordance with Section 7 paragraphs 2, 3 and 4 of this Article. Examples of labor-management business for which official time is authorized by this Agreement are as follows, subject to the limits in Section 7 of this Article:

a. Discussion of complaints or potential grievances with the bargaining unit employee(s) concerned (limited to one representative per complaint) -

(1) Investigate employee grievance

(2) Prepare employee grievance

(3) Prepare Union grievance

(4) Investigate and prepare response to Employer grievance

b. Representing bargaining unit employees in identifiable complaints, grievances, and adverse actions (limited to one representative). An additional representative may accompany the primary designated representative for one such meeting for training/orientation purposes -

(1) Present employee grievance

(2) Present Union grievance

c. The representation of a bargaining unit employee in a properly established hearing or investigation. Official time is limited to not more than two representatives. To be considered as a representative, the employee must actively participate as a representative or be the principal assistant (one only) to the Union/employee representative -

(1) Prepare for third party proceedings, i.e., grievance, OWCP, or arbitration

(2) Participate in third party proceedings

d. Attendance at arbitration hearings will be limited to one hearing per calendar year per non-representative for training purposes, as authorized by the agency.

e. Attendance as the Union representative at formal discussions between management and bargaining unit employee(s) concerning grievances or any personnel policy or practices or other general conditions of employment. (Limited to one union representative).

f. Attend meetings with management -

(1) Participate in partnership committee meetings as the official representative of the Union.

(2) Prepare for formal meeting called by Employer

(3) Attend formal meeting called by Employer

(4) Prepare and attend periodic Union/Employer meeting

(5) Attend other Employer/Union requested meetings

(6) Local Fort Riley Committees, i.e. CFC, Incentive Awards, Safety, EEO, Special Emphasis Programs, Labor Management.

g. Other representational functions not specified above, including but not limited to –

(1) Representative in investigative interview

(2) Review and comment on management proposals to changes in conditions of employment

(3) Presentation of Union's role in labor relations to management/employees

(4) Representative in classification complaint and appeal proceedings

(5) OSHA/Safety Inspections

(6) Investigate, prepare, and present ULP charges

SECTION 4. OFFICIAL TIME ALLOWED UNDER 5 USC, SECTION 7131.

The Employer agrees that official time is authorized under Title 5 USC, Sections 7131(a) and (c) during the time that Union representatives/officers would otherwise be in a duty status. The Employer agrees that official time under 7131 (a) and (c) is not subject to the limits in Section 7, this Article. Specifically:

a. Negotiation of a collective bargaining agreement

b. Midterm negotiations

c. Attendance at impasse proceedings

d. Negotiability disputes before the Authority

SECTION 5. ACTIVITIES PROHIBITED DURING DUTY TIME.

While on duty, Union representatives may not:

a. Solicit membership;

b. Conduct internal business of the Union;

c. Collect dues;

d. Campaign for officers of the Union.

SECTION 6. PRIMARY AREAS OF RESPONSIBILITIES FOR STEWARDS.

The parties acknowledge the importance of having stewards accessible to employees of an area who are knowledgeable of that work area. Therefore, the Union agrees to designate stewards with primary areas of responsibility. The Union will attempt to utilize area representatives where available. The parties acknowledge the concern management has for having an available workforce for specific Divisions within a Directorate during any given pay period. Accordingly, the Union agrees that it will effectively guard against unreasonable amounts of official time used within a Division or Activity in any given pay period. The Union agrees to, upon request but not more often than quarterly, provide the Fort Riley NAF Human Resources Office, a current list of stewards and Union officials, together with designated areas of responsibility.

SECTION 7. LIMITS ON OFFICIAL TIME.

1. The stewards of the NAF bargaining unit shall be allowed a reasonable amount of official time, subject to supervisory approval, to carry out their statutory and negotiated representational activities.

2. Official time used by Union representatives during normal duty hours will be with the advanced knowledge and permission of their immediate supervisor.

3. The Union representative will request such absence from their immediate supervisor with as much notice as possible to allow scheduling. Urgent matters such as grievances will be handled on a case-by-case basis.

4. Employees exercising their right to designate a personal representative shall do so in writing on the designation of Personal Representative Form. The written designation of an employee representative will be provided to the NAF Human Resources Office, within two (2) workdays following authorization of official time to perform representational functions.

5. When in the performance of representational duties, a Union representative will not enter another work area without first obtaining permission of the supervisor of that area. In the absence of such supervisor, the Union representative shall obtain the permission of the designated acting supervisor.

6. Upon return to their workstation, the representative will personally notify their immediate supervisor of the return to duty. The representative shall report the period of absence under procedures as are prescribed by this Article.

SECTION 8. OFFICIAL TIME REPORTING.

1. The NAF Human Resources Office is responsible for reporting and evaluating the use of official time in terms of its impact on Agency operations and effective employee representation.

2. Supervisors and other management officials are responsible for the verification of all official time used for representational functions.

3. In order to account for the total hours used for approved representational activities, supervisory officials will annotate the time card. The supervisor, or designee, will certify the appropriate category and amount of time used. Union officers and stewards will cooperate with their supervisor in reporting their representational activities. Union officers and stewards may request a copy of the completed time card and/or report for their own records.

SECTION 9. OFFICIAL TIME FOR TRAINING.

1. The Employer agrees to allow a reasonable amount of official time for attendance at Union conducted training, which falls under the purview of the Comptroller General guidance on training that is determined by the Employer to be mutually beneficial.

2. The Employer agrees to allow Union officers and stewards one hour per month for local Union-sponsored training in addition to the Union-sponsored training prescribed above.

3. The Employer agrees to allow Union representatives participating on wage surveys eight hours of Union conducted training for each full-scale survey.

4. The Union will submit any request for such employee attendance to the NAF Human Resources Office at least 14 days prior to the proposed training date. The request must include information concerning the content and schedule of the training and the training must be determined to be of mutual benefit to the Employer and the Union. Such requests must also include the names, duty

stations, and phone numbers of employees whose attendance is desired. All requests are subject to approval of the supervisor based on mission needs.

ARTICLE 8. PAYROLL WITHHOLDING OF UNION DUES

SECTION 1. AUTHORIZATION FOR ALLOTMENT.

The Employer agrees that any member of the Union who is an employee in a bargaining unit covered by this Agreement may authorize an allotment of pay for the payment of dues for membership, provided the employee has voluntarily submitted a request for such allotment of pay; and the employee receives each pay period sufficient net salary/wages to cover the allotment after other legal and required deductions have been made.

SECTION 2. UNION RESPONSIBILITIES.

The Union agrees that it will be responsible for:

a. Procuring the Standard Form 1187, (SF 1187), Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues.

b. Distributing the SF 1187's to prospective members of the Union.

c. Informing and educating its members on the provision for allotment for payment of Union dues and the voluntary nature of such allotments.

d. Forwarding the forms (SF 1187's) to the Fort Riley NAF Human Resources Office.

SECTION 3. BARGAINING UNIT DETERMINATIONS.

A representative of the NAF Human Resources Office will determine whether the Union member(s) requesting the voluntary allotment is an employee in a bargaining unit covered by this Agreement. If the requesting member is eligible, the NAF Human Resources Office representative will forward the SF 1187 to the servicing payroll office and certify to that office that the voluntary allotment is authorized. If the member requesting the voluntary allotment is determined not to be eligible for such allotment, the SF 1187 will be returned to the union office together with the reasons for the determination.

SECTION 4. DUES STRUCTURE.

1. Dues will be remitted to the Treasurer, AFGE Local 2324, P.O. Box 2516, Fort Riley, Kansas 66442, after completion of each biweekly pay period. Each remittance will be accompanied by a statement containing the following information:

a. Pay period date;

b. Names of employee members and amount deducted;

c. Amount remitted;

d. Names of employees from whose pay deductions were not made and the reasons no deductions were made.

2. The Employer will provide information to the Union as to why no dues were deducted for any eligible employee when such information is requested by the Union.

SECTION 5. DUES REVOCATION.

1. An employee may cancel the authorization for voluntary allotment of Union dues through the following procedures. The revocation should be made on a Standard Form 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Labor Organization Dues that will be provided to the Union upon the employee's request. It is the employee's responsibility to submit their written revocation to the Union. The request for revocation may be submitted to the servicing payroll office no earlier than 1 August or later than 31 August to be effective the first pay period beginning on or after 1 September, except that in accordance with Section 7115(a), 5 USC, the revocation may not become effective until the first pay period on or after the first anniversary of the initial voluntary dues allotment. In such cases, the request for revocation must be received in the servicing payroll office not earlier than thirty days prior to the anniversary date and not later than the anniversary date of the allotment. The revocation then becomes effective the pay period beginning on or after the first anniversary date. Revocation requests received outside the stated revocation period will be returned to the employee.

2. The Union will send to the NAF Human Resources Office, within five (5) working days after receipt, any revocation of allotment received by the Union.

SECTION 6. UNION TERMINATION OF ALLOTMENT

The Union will notify the NAF Human Resources Office in writing, within five (5) working days, when an employee with a current allotment ceases to be a member in good standing. The termination of the allotment will be effective the next regular pay period following receipt of the notice of termination in the servicing payroll office.

SECTION 7. TERMINATION OF ALLOTMENT.

An allotment will be terminated when the employee leaves the bargaining unit. Employees have the responsibility to notify their supervisor and the NAF Human Resources Office when they leave the bargaining unit. It is agreed that neither the union nor the employer is responsible for reimbursement of dues that result from erroneous dues deduction. The employer agrees to provide written notification to the union that the allotment is being terminated and the reasons therefore.

SECTION 8. TERMINATION OF ALLOTMENT - LOSS OF UNIT STATUS.

The allotment for all Union members in the unit will be terminated when this Agreement is terminated or suspended by an appropriate authority outside Department of Defense; or when the Union loses recognition as accorded under Section 7115(a) 5USC.

ARTICLE 9. COMMUNICATIONS

SECTION 1. BULLETIN BOARDS.

The Employer agrees to provide space for use of the Union on employee bulletin boards when requested by the Union. Space provided will not exceed 18 inches by 24 inches in size. Material to be posted will not violate the law or appropriate regulations, nor will relate adversely to the Employer.

SECTION 2. CONTRACT ADMINISTRATION TRAINING.

The Employer agrees to present a block of training for new contract provisions. The Employer will consult with the Union on items of discussion to be entered into the training. The Union agrees to nominate Union officials and stewards to be trained concurrently with managers and supervisors. The Union will be offered the opportunity to have a representative present and to present a portion of the program.

SECTION 3. PUBLICATIONS.

1. It is agreed that the Union will be provided Fort Riley civilian employee bulletins and local regulations pertinent to civilian personnel management. Such material will be available for delivery to the authorized representative of the Union at the NAF Human Resources Office.

2. The Union will be routinely provided a copy of published information concerning any personnel policy or practices or other general condition of employment that is distributed to bargaining unit employees.

ARTICLE 10. GRIEVANCE PROCEDURE

SECTION 1. PHILOSOPHY.

The Employer and the Union agree that every effort will be made to settle grievances at the lowest possible administrative level. The lowest administrative level is normally the employee's supervisor and the area steward involved. The Union agrees it will discourage "disgruntled employees" from initiating grievances that are without merit.

SECTION 2. PURPOSE.

The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances covered by this Agreement. This negotiated procedure will be the exclusive procedure available to employees in the bargaining unit and to the parties to this Agreement for resolving such grievances. The parties encourage and promote the use of Alternative Dispute Resolution (ADR) techniques prior to 1st step and at any step of the negotiated grievance procedure.

SECTION 3. DEFINITIONS

1. Alternative Dispute Resolution is a process by which disputes may be resolved utilizing techniques, which include facilitation, improved communications, consensus decision making, and acceptance of methods that improve supervisor-employee relationship.

2. The term "grievance" has the meaning defined in Section 7103(a) which means any complaint --

> *"(A) by any employee concerning any matter relating to the employment of the employee;*
>
> *"(B) by any labor organization concerning any matter relating to the employment of any employee; or*
>
> *"(C) by any employee, labor organization, or agency concerning --*
>
> *"(i) the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or interpretation, or misapplication of any law, rule, or regulation affecting conditions of employment."*

SECTION 4. EXCLUSIONS.

There are subjects of potential employee or Union appeal which are excluded form this grievance procedure, not withstanding that they may be the subject of voluntary discussion elsewhere in this Agreement, or may be by operation of law or regulation involve the Union in some capacity. The following types of actions or issues are not subject to and will not be considered under this procedure.

a. Matters excluded by Section 7121(c), 5 USC as follows:

> *"(1) any claimed violation of subchapter III of Chapter 73 of this title (relating to prohibited political activities)*
>
> *"(2) retirement, life insurance, or health insurance;*

"(3) a suspension or removal under section 7532 of this title;

"(4) any examination, certification, or appointment; or

"(5) the classification of any position which does not result in the reduction in grade or pay of an employee."

NOTE: Section 7532 refers to a separate section of the law that provides for special procedures that may be used to suspend or remove employees for national security reasons.

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

c. Separation during the probationary period provided all procedural requirements have been met.

d. Separation from a flexible appointment unless the separation is for cause or for business based action and the employee has been on the rolls of the NAFI for 3 continuous years.

e. Allegations of discrimination because of race, age, color, religion, sex, handicap, or national origin. These cases will be referred to the Equal Employment Opportunity Office.

f. Personnel actions voluntarily requested by the employee.

g. Granting or not granting an honorary or monetary award.

h. The content of published policy applicable to NAF employees. (Refer to Section 11c of this Article).

i. A specific action required by an authority outside Department of the Army or any matter subject to final administrative review outside the Department of the Army.

j. Wage or salary rates or schedules established by appropriate authority.

k. Termination of a temporary promotion.

l. Separation from a Regular Full-Time or Regular Part-Time limited tenure appointment.

m. Non-selection from a properly constituted referral list of candidates.

n. Advance warning of an unsatisfactory performance rating.

o. Management decisions regarding budget, workload, organization, and mission, which result in business, based actions.

p. Allegations of mismanagement when no form of personal relief to the employee is appropriate.

q. Employee performance ratings other than unsatisfactory.

r. Release of information and records from Army files.

s. Reassignments to a position at the same rate of pay or grade and in the same appointment category.

t. The content of performance standards.

u. Separation from abandonment of position.

v. Separation of Off Duty Military employees upon with drawl of their commanding officer's approval to work.

w. Any matter which has its own review or appeal procedure stated as part of its regulatory provisions, except for letters of reprimand.

x. Matters accepted by the Inspector General or Auditor General for review.

y. Any issue previously decided in an earlier grievance by the employee.

SECTION 5. OPTIONAL PROCEDURES.

An aggrieved employee affected by discrimination, removal or demotion based on unacceptable performance may at their option raise the matter under the statutory appellate procedure or the negotiated procedure, but not both. For purposes of this section and Section 7121(e) (10 5 USC, an employee shall be deemed to have exercised the option under this section when the employee files a timely grievance in writing under the negotiated grievance procedure.

SECTION 6. FILING GRIEVANCES.

1. A grievance filed under this procedure may be initiated by: a member or members of the bargaining unit; the Union; or the Employer as represented by an Activity Director/Commander or their designated representative. A member or group of members of the bargaining unit may present their own grievance and have it adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of the Agreement, and the Union has been provided an opportunity to be present during the grievance proceedings. If a member or group of members of the bargaining unit desire representation under this Article, representation will be restricted to Union representation or to a representative who is approved by the Union. Any designation or change in designation of employee representative shall be in writing, a copy of which will be provided to the NAF Human Resources Office.

2. In pursuing a grievance under this Agreement, the Employer and the Union agree that bargaining unit members may not be represented by supervisory, other management personnel, a representative of the Civilian Personnel Advisory Center, a representative of the NAF Human Resources Office, or other employees when such representation will result in an actual or apparent conflict of interest.

3. In any instance where more than one unit member is pursuing an identical grievance, the Union shall: (1) select one grievant and one representative to pursue the grievance, (2) provide a list of the other grievants to the interested parties, and (3) agree to be bound in all cases by the outcome of the grievance of the selected grievant and representative.

SECTION 7. GRIEVANT'S ENTITLEMENTS/LIMITATIONS.

An employee, who has a grievance who is otherwise in an active duty status, and who has obtained prior supervisory approval, will be allowed a reasonable amount of time, normally not-to-exceed four hours, to resolve the issue. If additional time becomes necessary, the grievant may request additional duty time from their supervisor. This time may be used to secure advice on rights and privileges under this Agreement and governing regulations, arrange for witnesses, for obtaining such other information and assistance pertaining to their grievance and to present the grievance (meet with management officials considering the grievance). A grievant is not entitled to use Government resources, such as typing assistance, word processing centers, supplies, and materials in preparing the grievance. Time used in excess of these limits, for which additional excused absence was not granted, will be in a non-duty status. Overtime pay or compensatory time-off in lieu of overtime pay will not be allowed for preparation or presentation of grievances. Overtime pay or compensatory time-off in lieu of overtime pay may be granted to bargaining unit employees when serving as a witness in arbitration proceedings.

SECTION 8. OFFICIAL TIME FOR WITNESSES.

A Fort Riley Department of the Army employee who is called on to act as a witness for an employee grieving under this procedure will, if otherwise in an active duty status, be allowed official duty time for the sole purpose of presenting testimony in a grievance and arbitration meeting.

SECTION 9. TIME LIMITS.

Time limits specified in this Article may be extended only by mutual consent of the parties. Failure of the party receiving the grievance to observe time limits for any step in the procedure shall entitle the grievant to advance to the next step. It is agreed that time limits established in the official grievance procedures will be automatically extended during ADR proceedings.

SECTION 10. NONGRIEVABLE

1. A grievance presented under this Article may be declared to be nongrievable for one (1) or more of the following reasons:

a. The relief sought by the grievant is or has been granted.

b. The grievance is excluded under the exclusions in Section 4 of this Article.

c. Failure of the grievant and/or their representative to observe the specified time limits in pursuing the grievance.

d. Failure of the grievant to provide information as required in Step 2 or 3 of the grievance procedure.

e. If all the personal relief sought by the grievant is inappropriate or impossible, e.g., "punishment" of another individual.

2. Any declaration of nongrievability shall be served, in writing, on the other party and the grievant(s), if other than the second party. The written declaration of nongrievability/nonarbitrability shall specifically identify the grievance and specify the reasons for the declaration.

3. A grievant retains the right to withdraw, in writing, their grievance at any time during the grievance procedure.

SECTION 11. PROCEDURES.

1. INFORMAL PROCEDURES.

a. STEP 1.

(1) The informal procedure must be completed before a grievance may progress to the formal (Step 2) grievance procedures. Exceptions are as follows:

(a) When management officials and the grievant/representative agree that the informal procedure would serve no useful purpose, it may be waived. For example, it may be waived if the grievant/representative and management officials have recently discussed the matters fully, but failed to reach a resolution. Since this action fulfilled the requirements for the informal stage of the grievance procedure, it is unnecessary to repeat it. When management officials and the grievant/representative agree to waive the informal stage, management will document the reason(s) for the waiver in the grievance file. The Union and management officials will sign the waiver.

(2) When the grievance is on a disciplinary action to which the grievant has already replied.

b. Process.

(1) The grievant and representative will present the grievance to the lowest level management official who can grant the relief requested.

(2) The grievant must present the grievance informally not later than 15 calendar days after the effective date of a personnel action, or the date of the event for other matters. Grievances of continuing conditions may be submitted at any time. The fact that a grievant only recently learned of an occurrence does not automatically guarantee that the grievance is timely, to include situations in which the employee willfully or unjustifiably creates a delay.

(3) The official to whom the grievance is presented will make every effort to resolve the matter promptly and fairly. Every effort should be made including requesting assistance from the next level of supervision. A written response will be provided to the grievant within 14 calendar days, summarizing the issue, the consideration given, and advising of the right to file a formal

grievance within 14 calendar days if the grievant is not satisfied. In the event that the official fails to respond to the grievant within 14 calendar days, the grievant may proceed to the next stage.

2. FORMAL PROCEDURES.

a. STEP 2.

(1) A formal written grievance will be submitted to the head of the directorate. If the official to whom the grievance would ordinarily be submitted is a party to the issue, it will be submitted to the next higher level in the chain of command.

(2) Upon receipt of the grievance, the deciding official will meet with the grievant and representative within ten (10) calendar days.

(3) The deciding official may resolve the grievance based on the grievant/representative's oral and written reply, and evidence for the record; or a disinterested third party may be designated to review the facts and make a recommendation to the deciding official. In more complex cases, the deciding official may elect to purchase the services of a professional mediator. If the fact-finding process is lengthy, the grievant/representative will be advised in writing of the expected date of decision. The deciding official may approve and implement the recommendation, or determine their own resolution.

(4) A written decision will provided to the grievant/representative within 30 calendar days from receipt of the grievance or recommendation. The decision will be advised shall summarize the grievance and the consideration given. The grievant/representative will be advised that the decision is final and no further review of the same grievance is authorized. Once a decision has been issued, the Union has sole decision authority over the grievance. The Union may invoke arbitration procedures within 30 calendar days.

(5) Failure to render a decision within 30 calendar days is basis for the grievant/representative to forward the grievance to the next higher level.

b. STEP 3.

(1) A Regular Full-Time or Regular Part-Time employee who has been separated for cause, or, affected by a business based action, within 15 calendar days of the formal decision, the Union has the right to request a review of the written grievance record and decision by the garrison commander or designated representative.

(2) The garrison commander or designated representative will make a decision based on the written record and advise the grievant/representative within 30 calendar days of receipt. If dissatisfied with the decision, the Union may invoke arbitration procedures within 30 calendar days of the decision.

3. GRIEVANCE PROCEDURES INVOLVING INTERPRETATION OF REGULATIONS.

a. When a grievance is received that can be resolved by an official interpretation of a regulation or policy, management will get the employee's written concurrence that the matter can be

resolved this way. A complete record of facts will be prepared citing the regulation or policy involved and including a copy of the grievance and other supporting material.

b. The employee and/or representative will be given 7 calendar days to this material and submit written comments as part of the record.

c. The NAF Human Resources Office will forward the entire grievance file to the proponent of the regulation or policy for the official interpretation. Within 30 calendar days after the proponent receives the grievance file, the proponent will inform the employee of the interpretation and that the decision is final.

SECTION 12. EMPLOYER/UNION FILED GRIEVANCES.

1. A Union grievance (defined as non-personal, non-individual which has wide impact) may be submitted by the Union through the procedure prescribed in Section 11 or at the Union's option at the formal stage. When submitted at the formal stage, such submission must be within 30 calendar days from the date the Union became aware of the act or occurrence, which caused the grievance.

2. An Employer grievance will be submitted by the Employer to the Union directly at the formal stage within 30 calendar days from the date the Employer became aware of the act or occurrence, which caused the grievance.

3. Any charge by one of the parties that the other party violated Section 7116, 5 USC, may be submitted under this grievance procedure or as an unfair labor practice, but not both.

SECTION 13. GRIEVANCE FILE.

The official grievance file will be established and maintained by the NAF Human Resources Office and must contain all documents related to the grievance. The Union may request to review the grievance file at any time, and may be provided copies of documents contained in the grievance file upon request.

ARTICLE 11. ALTERNATE DISPUTE RESOLUTION

SECTION 1. POLICY.

1. The Parties recognize that Alternate Dispute Resolution (ADR) is an important element of successful Partnership efforts and will jointly support the growth of this concept. The Parties may agree to use a variety of ADR procedures to try to resolve differences in a non-adversarial method. The goal of ADR is to resolve problems promptly, in a WIN/WIN manner through no fault settlement agreements developed mutually by the parties in dispute. Issues may include grievances, labor-management disputes, and negotiation disputes. The parties will work collectively to establish guidelines for and to administer the ADR program.

2. Time limits of the grievance procedure will be extended when the Parties elect to use ADR. In the case of Unfair Labor Practice allegations, both Parties will attempt to settle such issues informally prior to filing a complaint with the FLRA.

SECTION 2. PROCEDURES.

1. At any stage of the grievance procedure, either party may seek to resolve the conflict by requesting the use of ADR techniques. This may or may not include the use of a mediator. ADR will only be used if both the grievant and management official involved mutually agree to it. If ADR is unsuccessful, the grievance will resume at whatever step it was prior to the mediation session.

2. If a mediator is used, the parties will select a mutually acceptable neutral party from available resources. The NAF Human Resources Officer will assist in identifying available resources.

3. The party raising the dispute will speak first and relate their view of the situation without interruption. The respondent will follow with relevant remarks and appropriate factual information.

4. Upon completion of initial remarks by both parties, the mediator, if used, or the party's representatives may ask questions regarding any of the information related. The parties should fully and freely discuss all issues and relevant concerns in an effort to reach a mutually agreeable solution. When a mediator is utilized, the mediator will facilitate the discussion and assist the parties in identifying solutions.

5. The mediator may meet privately with each individual, as appropriate. Information during such private meetings will be kept confidential if either party so desires.

6. The disputing parties, not the mediator/representatives will decide upon a solution. If a solution is identified, the mediator/representative will assist in developing a settlement agreement that will be signed by the parties in dispute. Settlements will be confidential, can address the entire problem or particular aspects of the problem, will be in compliance with laws, rules, regulations, and the Collective Bargaining Agreement, and will not set precedence for future disputes.

7. Failure of either party to honor a settlement agreement achieved through ADR is subject to the grievance process.

ARTICLE 12. ARBITRATION

SECTION 1. ARBITRATION.

Once a decision has been issued in accordance with the grievance procedures, the Union has sole decision authority over the grievance. For purposes of arbitration, "party and/or parties" shall refer to the Union and/or Management.

SECTION 2. ARBITRATION PROCEDURES.

1. Within fourteen (14) calendar days after arbitration has been invoked, the Employer shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons qualified to act as arbitrators. The parties will meet within 14 calendar days after receipt of such list. If they cannot mutually agree on one of the listed arbitrators, the parties shall alternately delete one arbitrator's name from the list of seven (7) until one name remains on the list. A coin toss will be used in the selection of an arbitrator. The winner of the coin toss will have the option to make the first deletion or defer from making the first deletion from a list of arbitrators. The remaining person will be the duly selected arbitrator. If the parties mutually agree, a second list may be requested from the Federal Mediation and Conciliation Service. If, for any reason, either party refuses to participate in the selection of an arbitrator, the other party may then select any person from the Federal Mediation and Conciliation Service roster to be the duly selected arbitrator.

2. If for any reason either party refuses to participate in the selection of an arbitrator, the other party may then select any person from the Federal Mediation and Conciliation Service roster to be the duly selected arbitrator.

SECTION 3. ARBITRATION EXPENSES.

All fees and expenses of the arbitration will be shared equally by the Employer and the Union. Costs of witnesses, other than as provided in Section 8 of this Article, shall be borne by the party requesting the appearance of said witnesses. Arbitration hearings shall be held during the regular day shift hours of the basic workweek (Monday through Friday) in facilities on the Installation provided by the Employer. Normally a transcript will not be required. However, it is understood that in certain situations, a transcript may be of benefit to both parties. When both parties agree that a transcript is of benefit and one is later taken, then the parties will share the cost of such transcript. If either party feels they do not need a transcript, the party requesting the transcript will pay for the cost of the transcript. If the party not requesting the transcript later requests access to the transcript, the party shall be required to pay one-half the cost of the transcript.

SECTION 4. ARBITRATION ISSUES.

Prior to the notification of the selection of a specific arbitrator, the parties shall meet for the purpose of defining the issues to be arbitrated. Issues not included in the Step 3 consideration will not be subject to arbitration. If an agreement can be reached on the issues to be arbitrated, a copy of the Agreement, the grievance, and the decision at each step, and any other information as agreed to by the parties, shall be forwarded to the arbitrator upon the confirmation of appointment. If the parties do not agree, either or both parties may forward a separate brief to the arbitrator upon confirmation of appointment. In this case, the arbitrator will then determine the issues to be arbitrated. Nothing in this Section shall be a basis for deferring or canceling the arbitration hearing.

SECTION 5. LIMITATION ON AUTHORITY OF ARBITRATION.

The arbitrator shall not have the authority to change, alter, amend, modify, add to or delete from this Agreement, as such right is the sole prerogative of the contracting parties.

SECTION 6. ARBITRATION DECISION.

The arbitrator will be requested to provide the decision as quickly as possible (normally within 60 days). The arbitrator's decision shall be furnished to the Employer in writing, with a copy to the Union, and such decision shall be final and binding on all parties concerned, except when overturned or modified by the Federal Labor Relations Authority acting upon an exception filed by either party.

SECTION 7. EXCEPTION TO ARBITRATOR'S DECISION.

Either party may file an exception to the decision with the Federal Labor Relations Authority under the regulations prescribed by the Authority. In the event an arbitrator's decision is appealed by either party to the Authority, that decision shall be held in abeyance until the final ruling of the Authority is received.

ARTICLE 13. HOURS OF WORK

SECTION 1. 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) and the workweek is 40 hours or regular part-time (RPT) if the workweek is not less 20 hours and not more than 39 hours.

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, subject to overtime obligations. Flexible employees who are regularly scheduled and are paid on the NA, NL, NS or CC pay systems must have a minimum number of guaranteed number of hours per week included in Item 25 section of DA Form 4017 and DA Form 3434.

3. Limited Tenure. The term "Limited Tenure" will be added to a regular appointment when the position is required to meet special work requirements that will last in excess of one (1) 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.

4. Seasonal. Seasonal positions are positions that are not needed for an entire year and may place incumbents in a non-duty, non-pay status during the periods when their services are not needed.

NOTE: Limited Tenure and Seasonal employees have the same entitlement to leave and benefits as do all regular employees.

SECTION 2. REGULAR TOURS OF DUTY.

The regular tour of duty for regular, full-time employees is normally scheduled as eight and one-half (8 ½) or nine (9) hours daily over a five (5) day period with an unpaid meal period. The length

of the unpaid meal period will be determined by the Activity Manager and will be not less than thirty (30) minutes in length nor more than one (1) hour in length depending on operational requirements and considerations.

SECTION 3. IRREGULAR TOURS OF DUTY.

The Employer reserves the right to schedule irregular tours of duty. Irregular tours of duty may be established when a regular tour of duty would handicap the performance of a function. The following requirements will be observed in establishing such tours:

a. As a minimum, one (1) regular day off will be provided.

b. Non-workdays should be staggered when it is necessary to provide six (6) or seven (7) day coverage for a particular activity. All employees, including those on rotating shifts will be given equal treatment with respect to Saturdays and Sunday off duty.

c. The tour will cover a minimum of forty (40) hours per week for all full-time employees.

d. If it is necessary to have an off-duty period between two (2) portions of a daily shift, employees will be completely free of duties during such periods.

e. Insofar as practicable, the daily tour of duty should be established in terms of full hours. When fractional hours are required, the daily tour will be expressed in full-hour and quarter-hour multiples.

f. When the daily tour of duty begins on one calendar day and extends into the next calendar day, the day on which the tour begins will identify the tour for that day; for example, a tour of duty beginning 2000 hours Friday and ending 0430 hours Saturday is identified as the Friday tour of duty.

g. The necessity for an irregular tour will normally be explained in advance to the employees affected.

SECTION 4. ALTERNATIVE WORKSCHEDULE (AWS) PROGRAM

The Fort Riley NAF Alternative Work Schedule (AWS) Program is a voluntary program to offer NAF civilian employees a flexible or compressed work schedule to better balance effectiveness and job satisfaction, while decreasing turnover rates and absenteeism. The NAF AWS Program will be administered in accordance with the U. S. Office of Personnel Management's Handbook on Alternative Work Schedules. NAF employees who wish to participate in the AWS program must submit their request, in writing, to their supervisor for approval. Activity managers who determine that the implementation would result in reduced productivity, diminished customer service, increased operational costs or other adverse impact, may decline establishment of or terminate their existing AWS program.

SECTION 5. SCHEDULING FOR TRAINING.

Tours of duty for individual employees or groups of employees may be adjusted as required to allow for attendance at required training. five (5) working days notice will be given when change in tour of duty is made for training purposes.

SECTION 6. PAID MEAL PERIOD.

When the tour of duty exceeds six (6) hours in a workday, a thirty (30) or sixty (60) minute unpaid meal period or a twenty (20) minute paid meal period will be provided. The employer will establish the time and length of meal periods.

a. Unpaid Meal Period. Meal periods during which the employee is entirely free of duty in connection with their job and may not be considered duty time.

b. Paid Meal Periods. Paid meal periods are of twenty (20) minutes duration. The employee will remain on duty throughout.

SECTION 7. INCIDENTAL DUTIES.

The Employer will provide a reasonable amount of time, not to exceed ten (10) minutes, consistent with the nature of the work performed for employees to remove toxic and/or other hazardous or objectionable substances prior to the meal period and at the end of the workday. Time required for securing, returning housekeeping, storage, and protection of Government property, tools, and equipment will also be included in the established tour of duty.

SECTION 8. REST PERIODS.

Employees shall be allowed a fifteen (15) minute rest period for each continuous four (4) hours worked at a time and place and in a manner, which does not interfere with efficiency or operations as prescribed by the supervisor. Rest periods may not be utilized to extend the meal period or to shorten the workday.

SECTION 9. OVERTIME.

1. Assignments to tours of duty will normally be scheduled in advance of the administrative workweek over periods on not less than one (1) week. It is recognized that circumstances may require changes in such schedules; however, the employer will make every effort to avoid last minute changes unless such changes are essential to operations.

2. Employees, who are directed to attend functions such as safety meetings during other than their regular work schedule, shall receive compensation in accordance with appropriate regulations. Employees attending such meetings and whose attendance is not directed by management are not entitled to compensation under this provision.

ARTICLE 14. HAZARDOUS DRIVING CONDITIONS

SECTION 1. POLICY.

The Employer and the Union agree that the provisions of this Article will apply during periods when weather conditions result in hazardous driving situations. Supervisors shall periodically instruct employees concerning Fort Riley policy as it applies to their particular activity.

SECTION 2. REPORTING/NONREPORTING REQUIREMENTS.

1. Emergency situations or hazardous weather conditions must be general in nature rather than personal in scope and impact in order to warrant the curtailment of Installation activities and the granting of excused absence to employees based on such curtailments. Supervisors should explain to employees that the granting of excused absence is based upon a decision of the Activity Director or appropriate management official to curtail activities.

2. All employees are to presume, unless otherwise notified, that offices or activities will be open regardless of any weather or other emergency conditions that may develop. Normally, employees are expected to be prepared to cope with difficult driving conditions, notifying the supervisor as early as practicable of expected delays in reporting for duty.

SECTION 3. APPROVED ABSENCES.

The Employer agrees to be liberal in granting annual leave during periods of adverse weather conditions consistent with operational requirements. "Excused Absence" may be granted to personnel as a result of a delay in reporting to work due to hazardous driving conditions, unless such personnel are otherwise in a previously approved leave status. However, any "excused absence" granted as a result of early release due to weather conditions will be granted only to those employees present for duty.

SECTION 4. USE OF LEAVE.

When the Installation, office, shop or activity is not closed, and/or arrival delay is not announced, but because of climatic conditions or because of hazardous conditions or closing of transportation arteries, i.e., roads, highways, bridges, it is impossible for some employees to report to work on time, employees may request annual leave or leave without pay. Failure on the part of the employee to request leave may result in a charge of Absent Without Leave (AWOL).

ARTICLE 15. ENVIRONMENTAL AND HAZARD DIFFERENTIAL PAY

SECTION 1. COVERAGE.

When the Union considers a local work situation to warrant coverage under payable categories of Appendix J, OPM Operating Manual Federal Wage System – Nonappropriated Fund; or Appendix

A, Part 550, 5 CFR, in addition to those officially identified, it will notify the NAF Human Resources Office, in writing, of the title and location of the position(s) and nature of the exposure so as to show clearly that the hazard, physical hardship, or working condition which results from that exposure, is of an unusual nature. Within 21 calendar days (unless an extension is requested) of the receipt of the Union's position, the parties will meet for the purpose of representing their positions on the issue. The NAF Human Resources Office representative, will issue a written decision within 14 days of the meeting.

SECTION 2. GRIEVANCE APPLICABILITY.

If the decision of the NAF Human Resources Office representative on the matter is not acceptable to the Union, the case file will be forwarded to the proponent of the regulation for decision.

SECTION 3. ESTABLISHING ADDITIONAL CATEGORIES.

Where the Union or the Employer considers that there is a need to establish additional categories to Appendix J, OPM Operating Manual Federal Wage System – Nonappropriated Fund; or Appendix A, Part 550, 5 CFR, for which an environmental differential or hazard differential should be paid, it will notify the other party of the requested changes and include information to show clearly that: (1) the hazard, physical hardship, or working condition which results from that exposure is of an unusual nature; (2) the degree to which the employee is exposed to the hazard, physical hardship, or working conditions; (3) the period of time during which the exposure will continue to exist; (4) the degree to which control may be exercised over the physical hardship, hazard, or working condition; and (5) the rate of environmental differential recommended to be established. Within 21 calendar days of the receipt of the request, the parties will meet for the purpose of developing a joint request to establish the new category. If the parties cannot agree upon a joint request, they may prepare individual positions for transmittal by the Employer through Department of the Army channels to the Office of Personnel Management for approval/disapproval.

SECTION 4. TERMINATION OF ENVIRONMENTAL DIFFERENTIAL PAY.

The Employer shall inform the Union in advance of changing the pay of employees affected by a determination that a job or jobs are no longer entitled to environmental differential pay.

ARTICLE 16. TRAVEL AND PER DIEM

SECTION 1. ENTITLEMENTS.

When a member(s) of the bargaining unit covered by this Agreement are required to travel away from the official duty station, the member(s) shall receive such overtime compensation, travel pay, and per diem as is authorized under appropriate regulation, law or directive. Entitlement to such overtime compensation, travel pay and/or per diem will be in accordance with the applicable regulations, laws and/or directives. Travel orders issued to employees will be in accordance with applicable regulations.

SECTION 2. TRAVEL ORDERS.

Normally, employees shall receive travel orders sufficiently in advance to insure that necessary arrangements for obtaining transportation requests the official government travel charge card can be made during working hours. It is recognized that there will be instances where these arrangements must be made outside working hours to fulfill mission requirements.

SECTION 3. SCHEDULING OFFICIAL TRAVEL.

1. The Employer agrees to allow the employee(s) to schedule and arrange for travel to occur within each employee's standard workweek, to the extent practicable, consistent with mission requirements, efficiency and economy.

2. The provisions of this Article in no way preclude the Employer from scheduling travel arrangements for employees that is most cost efficient to the government and reduces overtime.

3. The parties agree that disputes arising under this Section may be adjusted through the use of the grievance procedure provided in Article 11 of this Agreement.

SECTION 4. GOVERNMENT QUARTERS.

The parties agree that where adequate quarters are authorized, employees will be required to utilize those quarters while in TDY status or may be required to forfeit the per diem equivalent to that authorized for quarters. Determination as to adequacy of quarters shall be accomplished in accordance with current criteria and shall be the responsibility of the Housing/Billeting Officials at the TDY location. If adequate government quarters are not available, employees shall be entitled to such reimbursement as is provided by appropriate regulation or directive.

ARTICLE 17. PREMIUM PAY

SECTION 1. DEFINITION.

Premium pay includes overtime pay, night differential (Pay Band), night shift differential (Wage Grade), Holiday pay and pay for Sunday work. Entitlement to premium pay and pay computations for such will be in accordance with applicable laws, regulations, and local policies.

ARTICLE 18. ANNUAL LEAVE

SECTION 1. ANNUAL LEAVE.

Annual leave is a significant and important benefit for regular employees at all levels. Specific attention must be given to the long-standing employee-management mutual responsibility to plan

and schedule the use of annual leave throughout the year. Managers at all levels must continually review internal practices and develop necessary procedures to assure the effective scheduling of annual leave by and for all regular employees.

SECTION 2. USE OF ANNUAL LEAVE.

1. Each employee has a right to the use of annual leave to their credit; however, supervisors have the responsibility for determining when leave will be used. The decision as to when and to what extent annual leave may be granted, as well as the responsibility for requiring annual leave to be taken rests with the supervisor or designated representative. The employee reserves the right to cancel previously scheduled annual leave to meet legitimate mission requirements and the supervisor will notify the employee as soon as possible. An employee will not be denied the use of annual leave when they may otherwise be required to forfeit accruals because of the maximum accumulation provision. Denial of the use of annual leave will be based upon factors which are reasonable, equitable, and which do not discriminate against any employee or group of employees. Regular Part-Time employees, if they so elect, may be authorized to use annual leave in excess of the regularly scheduled basic workweek up to a maximum of 40 hours per week.

2. Managers/supervisors may grant annual leave to an employee in advance of its actual earning in an amount not to exceed the amount that would accrue to the employee during a leave year. Advance of annual leave to an employee is subject to the fund manager's approval and the employee is expected to return to duty at the end of the leave period. If the employee is separated prior to liquidation of advanced annual leave balance, recoupment will be made from wages due to the employee.

3. Activity managers will administer the policy established at Director level, which will ensure that work schedules provide employees who have annual leave to their credit an opportunity to use their leave for vacations or personal business. Authority for approving leave should be delegated to the lowest practicable supervisory level within the activity. A copy of the local policy will be provided to the Union and NAF Human Resources Office. The Union reserves the right to negotiate the content of established local policy.

4. Employees have the responsibility for cooperating with management in the use of annual leave when their services can best be spared. Employee's failure to secure proper approval may result in the period being charged to Absent Without Leave (AWOL).

5. Leave conflicts will be resolved based on mission requirements, qualifications, duties, etc.

6. Although the use of annual leave is a right granted to the employee, it is the prerogative of management to determine when leave is to be used. For this reason, the use of annual leave is subject to the prior approval of the appropriate supervisor. Retroactive approval may be given if the appropriate supervisor determines that the circumstances warrant. When circumstances beyond the employee's control preclude prior approval of an absence to be charged to annual leave, the employee should notify the appropriate supervisor as soon as possible or within any reasonable time fixed the appropriate authority.

7. The substitution of annual for sick leave previously granted may not be made retroactively for the sole purpose of avoiding forfeitures at the end of the leave year. An employee whose absence is for illness has been approved by management and whose accumulated sick leave has been exhausted may have the absence charged to annual leave or leave without pay (LWOP) unless additional sick is advanced in accordance with Article 46.

SECTION 3. LEAVE TRANSFER PROGRAM.

Fort Riley has established a Leave Transfer Program under which the unused accrued annual leave of Department of the Army NAF employee may be transferred for use by another Department of the Army NAF employee who needs such leave because of a medical emergency. The procedures governing the administration of this program are contained in Chapter 5, AR 215-3 and established local policy.

ARTICLE 19. SICK LEAVE

SECTION 1. SICK LEAVE POLICY.

The Union joins the Employer in recognizing the insurance value of sick leave and agrees to encourage employees to use sick leave wisely and properly and to conserve such leave so it will be available to them in case of extended illness.

SECTION 2. BASIS FOR USE OF SICK LEAVE.

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

a. Receives medical, dental, or optical examination or treatment.

b. Is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth.

c. Would, as determined by the health authorities having jurisdiction or by health care provider, jeopardize the health of others by their presence on the job because of exposure to a communicable disease.

SECTION 3. PROCEDURES.

1. Activity managers are responsible for providing means to ensure the proper use of sick leave and for prescribing the kind of evidence to be furnished to support sick leave charges. Persons authorized to approve sick leave are responsible for determining in individual cases that the reasons for absence warrant the granting of sick leave. Incentives for non-use of sick leave are not authorized.

2. An employee who is absent because of illness should notify their supervisor or designated representative as early as practicable on the first day of the absence, generally within two (2) hours

of the start of the scheduled tour of duty, or as soon thereafter as possible. Failure to give such notice may result in a charge to Absent Without Leave (AWOL).

3. A medical certificate will normally be required to support all absences of more than 3 calendar days. However, when circumstances are such that the requirement of a medical certificate is not reasonable, the employee's personal statement of illness may be accepted. When an employee is on sick leave for more than 2 weeks (except for pregnancy and confinement), the employee will be required to submit a medical certificate at least every 2 weeks during the absence unless, in the judgment of the approving authority, the circumstances do not warrant a certificate.

4. Requests for medical, dental, or optical examinations or treatment must be made prior to treatment, unless the examinations are required by unforeseen circumstances, such as serous injuries, accidents, or sudden illness.

SECTION 4. ADVANCING SICK LEAVE.

1. Subject to the following provisions, the fund manager and supervisor may prescribe the conditions under which sick leave is to be advanced to employees under their jurisdiction.

a. All accumulated sick leave to the employee's credit must be exhausted, or projected to be exhausted.

b. Employees serving in their probationary period should not be advanced sick leave in excess of the amount, which is reasonably assured they will earn prior to the termination of the probationary period.

c. The amount of sick leave advanced to an employee's account may not exceed 240 hours at any time. When it is known that the employee is to be separated from the rolls or retire, the amount should not exceed an amount, which can be liquidated by accruals prior to separation.

d. Application for advance sick leave must be accompanied by a medical certificate signed by a licensed physician, which support the request.

e. When an employee who is indebted for advance sick leave is separated, the employee will be required to:

(1) Refund the amount paid for the period covering the advance leave, or

(2) Have the amount deducted from any pay due.

2. An employee who enters active military service with a right of restoration is deemed not separated for the purpose of this paragraph.

3. This section does not apply when an employee:

a. Dies.

b. Retires for disability.

c. Resigns or is separated because of disability which prevents the employee from returning to duty or continuing in the service, and which is the basis of the separation as determined by acceptable medical evidence.

SECTION 5. SICK LEAVE ABUSE.

1. Supervisors are strongly encouraged to counsel employees on suspected sick leave abuse prior to issuing the requirement to provide medical certification for each absence charged to sick leave.

2. When a supervisor suspects that an employee is abusing sick leave privileges, the supervisor will require the employee to provide a medical certificate which establishes incapacitation and a diagnosis of the illness to support all use of sick leave, no matter how brief the period. The supervisor will provide the employee, in advance, written notification that such medical documentation will be required for a period of time, not to exceed six (6) months, for all absences charged to sick leave. The requirement to provide medical documentation for absences due to illness is not a disciplinary action. Failure to provide the medical documentation as required may result in the absence being charged as absence without leave (AWOL).

SECTION 6. DENIAL OF SICK LEAVE.

Sick leave will not be denied based solely on failure to follow proper leave procedures. Failure to follow proper leave procedures will more appropriately be handled in accordance with Article 33 (Disciplinary Action) of the Agreement.

SECTION 7. SEPARATION.

1. Under no circumstances is lump sum payment authorized for accumulated sick leave when the employee is separated.

2. An employee who is separated for disability will be retained in a sick leave status until all sick leave has been exhausted. When the employee is separated prior to application for or medical approval of the disability retirement, there is no requirement to return to duty to exhaust accrued sick leave.

SECTION 8. SICK LEAVE FOR GENERAL FAMILY CARE OR BEREAVEMENT PURPOSES.

1. Employees may use sick leave to care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy, or childbirth or who receives medical, dental, or optical examination or treatment.

2. Use of sick leave is authorized to make arrangements necessitated by the death of a family member or to attend the funeral of a family member.

3. Sick leave may be used for the purposes described in paragraphs “a” and “b” above during any leave year, in an amount not to exceed a total of 40 hours for full-time employees. A part-time employee may use up to the average number of hours in their scheduled tout of duty per week.

Full-time employees may use up to an additional 64 hours if the use of leave does not cause the amount of sick leave to the employee's credit to fall below 80 hours. The basic limit for a part time employee is prorated and shall be applied in accordance with 5 CFR 630.401. No sick leave may be advanced for the purposes of meeting the requirement to retain a minimum sick leave balance or for making additional sick leave available for these purposes. The minimum sick balance requirements must be met after the sick leave is used.

4. The definition of "family member" includes: spouses and parents thereof; children, including adopted children, and spouse thereof; parents; brothers and sisters, and spouses thereof; and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

SECTION 9. EXPANDED SICK LEAVE TO CARE FOR A FAMILY MEMBER WITH A SERIOUS HEALTH CONDITION.

1. For the purpose of this section, a family member is defined as spouse and parents thereof; children, including adopted children, and spouses thereof; parents; brother and sisters, and spouses thereof; and any individual related by blood or affinity whose close association with employee is the equivalent of a family relationship.

2. For the purpose of this section, a "serious health condition" has the same meaning as found in OPM's regulations at 5 CFR 630.1202 for administering the Family and Medical Leave Act of 1993.

3. The expanded rules provides employees the use of sick leave to care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy, or child birth or who receives medical dental or optical examination or treatment.

4. Sick leave is authorized for an employee to make arrangements necessitated by the death of a family member or attends the funeral of a family member.

5. Sick leave is also justified when an employee must be absent from duty for purposes related to the adoption of a child, including appointments with adoption agencies, social workers and attorneys, court proceedings, required travel and other activities necessary to allow the adoption to proceed.

6. To be granted any sick leave, a regular full-time employee who maintains a sick leave balance of 80 hours may use no more than 480 hours of sick leave each year to care for a family member with a serious health condition. A regular part-time employee may use no more than an amount equal to 12 times the number of hours in their weekly scheduled tour of duty provided a minimum balance of two weeks leave is maintained in their leave account. No sick leave may be advanced for the purpose of meeting the requirement to retain a minimum sick leave balance or for using additional sick leave for these purposes.

7. If an employee previously used any portion of the sick leave for general family care or bereavement purposes under Section 8 above, that amount must be subtracted from the 12-week entitlement (or proportional entitlement for part-time employees) to sick leave available under this Section.

8. A medical certificate will be required to support leave taken under these expanded rules.

ARTICLE 20. LEAVE WITHOUT PAY (LWOP)

SECTION 1. GENERAL.

1. LWOP is a temporary non-pay status and absence from duty granted at the request of a regular employee.

2. Periods LWOP of less than 5 workdays need no documentation other than the appropriate entry on the time and attendance records. Periods of 5 workdays or more will be documented by submission of DA Form 4017 (Request for Personnel Action) to the NAF Human Resources Office. The DA Form 4017 will be placed on the left side of the OPF.

3. During periods of LWOP, employees participating in the DOD Medical and Army Life Insurance Programs must continue to pay contributions in accordance with the procedures in AR 215-3.

SECTION 2. GRANTING LWOP.

1. LWOP will be granted as a right to regular employees in the following cases:

a. For disabled veterans needing medical attention.

b. For employees injured in the performance of their duties.

c. Upon request of the employee, for a period not to exceed 180 days, for the purpose of seeking employment at a new location due to transfer of a spouse.

d. Upon request of an employee under the coverage of the Family and Medical Leave Act (See Section 3 below).

e. Military furlough.

2. Upon approval of the NAFI manager, LWOP may be granted for illness or disability not of a permanent or disqualifying nature or for other reasons acceptable to the manager. If an employee applies for and is granted LWOP, the period of LWOP may not, at any time thereafter, be converted to annual or sick leave except as provided for in Section 3 below.

SECTION 3. FAMILY AND MEDICAL LEAVE ACT (FMLA) OF 1993.

1. All regular and regularly scheduled flexible employees in a continuing position and who have completed 12 months of service are entitled to a total of 12 administrative workweeks of unpaid absence during any 12 month period for one or more of the following reasons:

a. Birth or adoption of a child.

b. Placement of a child for foster care.

c. To care for a spouse, child, or parent is such spouse, child, or parent has a serious health condition.

d. A serious health condition that makes the employee unable to perform the duties of the position.

2. Regular employees may elect to substitute accrued or accumulated annual or sick leave for any part of the 12-week FMLA period. However, sick leave may only be substituted in compliance with Article 19, Section 8 and 9 above.

3. All eligible employees will be entitled to return to duty upon completion of the FMLA period. Management may require fitness for duty certification if the leave was due to the health of the employee.

4. The employee shall request absence under the FMLA 30 days prior to the effective date of FMLA, when possible. A request for medical conditions must be supported by certification issued by the health care provider of the employee, spouse, child, or parent of the employee as appropriate.

5. These mandatory provisions of the law do not prohibit management from authorizing additional administrative absence to eligible employees in accordance with AR 215-3 and this Agreement.

SECTION 4. APPROVAL OF EXTENDED LWOP.

Before approving extended LWOP, the approving authority should determine that the employee expects to return to duty, except for request is made under Section 2 of this Article, and that a benefit will accrue to the activity. Since LWOP encumbers a position and limits the ability of management to utilize resources, approval should be carefully considered. Approval for a regular employee participating in the DOD Medical and Army Life Insurance Programs entails the obligation to continue payment of employer contribution during the period of LWOP. Management may disapprove requests for LWOP except for reasons stated in Section 2 of this Article.

SECTION 5. DURATION OF LWOP.

The maximum period of LWOP is one year. If an employee fails to return to duty within three calendar days of the expiration of the particular approved period of LWOP, they may be separated for abandonment of position. An employee who has been granted LWOP due to an on-the-job injury will, at the end of one year, be separated without prejudice when it has been determined by medical authority that the employee is unable to return to duty and if all reasonable efforts to reassign to another position have failed. This separation action does not affect or prejudice any claims or payments under workers' compensation or disability retirement. If the employee subsequently becomes available for duty, they may be reemployed noncompetitively. Absence in a LWOP status does not alter an employee's status in a BBA.

ARTICLE 21. OTHER LEAVE AND ABSENCES

SECTION 1. MILITARY LEAVE.

1. It is agreed that full cooperation will be extended to all Reserve Components of the Armed Forces by granting leave of absence for military training purposes to regular employees.

2. Each reservist of the Armed Forces of the U.S. or members of the National Guard who is serving in a regular position is entitled to military leave without adverse effect on performance ratings or loss of pay or charge to annual leave for active duty for training. Regular employees must be granted military leave upon presentation of official orders.

3. Military leave will be administered in accordance with current applicable statutory and regulatory requirements.

SECTION 2. COURT LEAVE.

1. Regular employees will be authorized court leave without charge to annual leave for jury duty and to appear in court in an unofficial capacity as a witness when the U.S., the District of Columbia, or a State or local Government is a party to the proceedings. This does not apply to a judicial proceeding, which involves only private parties.

2. Regular employees and Flexible employees that have guaranteed hours identified in Item 25 on DA Form 3434 (Notification of Personnel Action), called as a court witness in an official capacity is considered in a duty status during such service and court leave is not authorized.

3. When an eligible employee is called to court service, either as a witness or a juror, they are required to present the court order, subpoena, or summons, if one was issued, as far in advance as possible. Upon return to duty, written evidence of attendance at court is required, showing the dates (and hours if possible) of the service. Usually, statements may be obtained from the clerk of the court. If the court clerk does not furnish a statement, the employee must submit a certified statement containing the required information.

4. A regular employee who is granted court leave will collect all fees due for such service and forward them, exclusive of transportation, meals, or expense allowances, to Directorate of Morale, Welfare and Recreation, Financial Branch. Employees must be instructed, in writing, of this requirement by the appropriate supervisor prior to such service. The fees will be applied against the salary due the employee. Any fees in excess of regular salary will be returned to the employee. Regular salary includes premium pay otherwise due the employee. When the employee appears in court on days that do not conflict with the employee's basic workweek, court leave is not authorized, and the employee retains all fees.

5. A Federal Wage System regular employee receiving shift differential pay who appears in court during the day will be granted court leave for their regularly scheduled tour of duty and is entitled to the shift differential.

6. Regular employees on annual leave when summoned for a court appearance are entitled to have court leave substituted for annual leave. Regular employees in a leave without pay (LWOP) status

when summoned may not be granted court leave. The LWOP status remains unchanged and the employee is entitled to retain all fees and allowances.

7. When a regular employee is called as a witness in a judicial proceeding involving only private parties and not in an official capacity, the absence from duty must be charged as either annual leave or LWOP and the employee is entitled to retain all fees and allowances due for that service.

SECTION 3. ORGAN DONOR LEAVE.

AR 215-3 administratively adopts the provisions of the Organ Donor Leave Act. A regular full-time employee may, in any one calendar year, use up to 56 hours of paid administrative leave to serve as a bone-marrow donor and up to 240 hours of paid administrative leave to serve as an organ donor. A regular part-time or regularly scheduled flexible employee may use a pro-rated amount of administrative leave for these purposes, directly proportional to the number of hours in their administrative workweek. A request for leave due to organ donation or bone-marrow donation must be supported by certification issued by the health care provider of the employee.

SECTION 4. UNCONTROLLABLE SHUTDOWNS.

1. When conditions warrant, commanders, or their designated representatives have the authority to shut down all or part of a NAFI. The shutdown may be due to military necessity, weather conditions, an act of God, or other events beyond the control of management.

2. During periods of shutdown, all appointment categories of employees at work or scheduled to be present for duty, will be excused without charge to leave or loss of pay for their regular scheduled tour of duty.

3. When regular employees are already on leave at the time of the shutdown the NAFI is closed, they will be placed on administrative leave only for that portion of the shutdown that extends beyond the period of their previously approved leave.

SECTION 5. EXCUSED ABSENCES.

1. Managers are responsible for determining the situations in which they excuse employees from duty with no charge to leave or loss of pay. Such excused absences will be administered on an impartial basis and will be uniformly applicable to all employees. Normally, such absences are subject to prior approval. Some of the more common situations in which absences should be excused are shown below.

a. To vote or register in an election on a civic matter of local or national level.

b. For participation as a pallbearer, member of a firing squad, or honor guard in a funeral ceremony for a member of the Armed Forces of the United States.

c. To make blood donations for which the employee is not paid. In addition to the time required to travel to and from the blood center, donors will be authorized up to 4 hours.

d. For absences or tardiness if the reasons are justifiable to the supervisor.

2. In addition to the above, a regular employee is entitled to not more than 3 days of administrative leave to make arrangements for, or attend the funeral of, or memorial service for, an immediate relative who died as a result of wounds, disease, or injury incurred while serving as a member of the Armed Forces of the United States in a combat zone. The 3 days need not be consecutive, but if not, the employee will furnish the supervisor satisfactory reasons justifying request for nonconsecutive days.

SECTION 6. SHUTDOWNS OR CURTAILMENT OF WORK FOR MANAGERIAL REASONS.

1. When all categories of employees are prevented from working for managerial reasons (for example, early closure because of no patrons, construction, refurbishing, fumigation, etc.), they will be excused without charge to leave or loss of basic pay for their scheduled hours that day, unless reassignment or rescheduling can be accomplished within the same pay period. Every effort will be made to reassign affected employees to other duties.

2. When shutdowns or curtailment of work for managerial reasons are in excess of one workday, regular employees may be placed on enforce annual leave or LWOP. An advanced written notice equal to the period of shutdown up to 14 days is required. For shutdowns from 14 to 30 days, the advance notice period is 14 days. When it known that the period will exceed 30 days, Business Based Action procedures will be used to determine employees to be placed on enforced annual leave or LWOP. This action should not be confused with the furlough of employees, which is an action taken to reduce costs.

3. Every effort will be made to utilize such shutdown periods for training or other work where feasible to minimize adverse impact upon employees.

ARTICLE 22. MEDICAL LIMITATIONS

SECTION 1. PURPOSE.

It is the intent and purpose of the parties to afford reasonable accommodation, when possible, to employees who have permanent and temporary medical limitations. Employees with permanent medical limitations (if qualified) must be afforded applicable rights under the Rehabilitation Act.

SECTION 2. PERMANENT MEDICAL LIMITATIONS.

If an employee of the unit becomes permanently medically limited and is unable to perform the essential duties and responsibilities of their position, the Employer will make a reasonable effort to place the employee in a vacant continuing position. The employee must be otherwise qualified for the position or, in accordance with applicable regulations; a waiver may be determined appropriate by the NAF Human Resources Office.

SECTION 3. TEMPORARY MEDICAL LIMITATIONS.

If an employee of the unit becomes temporarily medically limited and is unable to perform the essential duties and responsibilities of their position, the Employer will make a reasonable effort to assign the employee to duties that the employee can safely be performed during the period of temporary medical limitations.

SECTION 4. EMPLOYEE/SUPERVISOR RESPONSIBILITIES.

1. Employee Responsibilities. An employee who has either a permanent or a temporary medical limitation that impacts their ability to perform the essential duties of their position is responsible for submitting a request for reasonable accommodation to their supervisor. All requests must include, at a minimum, a doctor's statement specifying:

a. The limitation(s) and recommended accommodation(s).

b. The duration of the limitation. (For temporary limitation(s), the doctor's statement should include the expected date of full recovery).

c. The essential requirement(s) of the position description the employee can no longer perform.

2. Management Responsibilities.

a. Management cannot make any accommodation(s) without obtaining supporting medical documentation is responsible for ensuring the doctor's statement clearly describes the limitation(s) accommodations of the request.

b. Management will coordinate with the NAF Human Resources Office in requesting medical information DA Form 3437, Certificate of Medical Examination, or similar documentation) to determine the reasonableness of the accommodation efforts and to document the accommodation efforts made on the employee.

c. When an employee cannot perform the essential requirements of their position and management has determined they cannot be reasonably accommodated, management may propose removal of the employee due to the medical limitation.

SECTION 5. EMPLOYEE OPTIONS.

An employee who is medically unable to perform in any position for which they are otherwise qualified and cannot be accommodated has the following option(s):

a. Apply for Disability Retirement;

b. Seek other employment opportunities; or

c. Resign.

ARTICLE 23. RECRUITMENT PROCEDURES

SECTION 1. POLICY

It is agreed by the parties that Federal agencies and Nonappropriated Fund Instrumentality's (NAFI) must recruit a workforce, which represents our society. Thus, a wide choice of methods may be used, singly or in combination, to fill positions. These include but are not limited to:

d. Promoting or reassigning employees already in the workforce;

e. Transferring employees from other NAFIs;

f. Reinstating former NAFI employees; or

g. Hiring new employees from outside the Government.

SECTION 2. VACANCY ANNOUNCEMENTS

1. All vacancies which are to be filled competitively will be published in NAFI recruitment bulletins which will be posted on the official bulletin board in accordance with the following requirements:

2. Vacancies will normally be publicized a minimum of seven (7) calendar days. If management requests a position be filled more expeditiously, vacancies may be publicized for a minimum of three (3) workdays. Vacancy announcement will not open or close on a weekend or Holiday.

3. Positions (NA, NL, NS, CC, NF-1 thru 3) may be filled through continuous advertising of vacancy announcements, provided the announcement is for the same type and grade of position and has identical qualification requirements.

4. No publicity is required for positions that are:

a. Filled through the Nonappropriated Fund Referral Program;

b. Being filled by noncompetitive promotion resulting from one of the following types of personnel action situations: re-promotion to a grade or position from which demoted without personal cause; classification to a higher grade of the position occupied by the incumbent; employee is entitled to priority consideration because of improper failure to receive consideration for promotion; career program promotions; promotion actions after initial entry in the position which was originally advertised to be filled at a specified entry level with later non-competitive advancement to full performance; and temporary promotions or details not to exceed 120 days.

c. To be filled by a former employee with re-employment rights under 5 USC.

d. To be filled from a DA NAFI re-employment priority list. Announcements will provide a summary statement of duties, a statement of required minimum qualifications and, if appropriate, a

statement of any special knowledge, skills abilities and any special physical requirements desirable for effective job performance and to be used for identifying Qualified candidates.

SECTION 3. APPLICATION PROCEDURES

In-service applicants should complete and submit the required documents identified in the vacancy announcement to the NAF Human Resources Office. It is the individual employee's responsibility to assure that the application reaches that office on or before the closing date. Each employee is responsible for keeping himself/herself informed of position vacancies that are posted on bulletin boards and for applying promptly under any announcement in which interested. However, an employee should file applications only for positions for which qualified and will give every consideration to accept should they be selected.

SECTION 4. ELIGIBILITY

Candidates who have applied for the position will be screened to determine basic eligibility and qualifications. All eligible and qualified candidates will be referred to the selecting official based on the following preferences:

a. Spouse Employment Preference

b. Involuntarily Separated Military

c. Current/Former Employees

d. Outside Applicant – Veteran

e. Outside Applicant – Non-Veteran

SECTION 5. REFERRAL AND SELECTION

The selecting official may select any of those candidates referred. The selecting official will document on the referral and selection register the reasons for selection specifically related to knowledge, skills, abilities, and personal characteristics necessary for successful performance of duties of the position. The referral and selection register will then be returned to the NAF Human Resources Office.

SECTION 6. NOTICE OF SELECTION

Following regulatory review of the selection, the NAF Human Resources Office will promptly issue official notices to all candidates referred as to their selection or non-selection.

SECTION 7. REPORTING OF SELECTEE

Employees selected for promotion or reassignment within a NAFI component or between NAFI components will normally be released and promoted not later than the beginning of the second pay period following selection. An earlier or later date may be arranged by mutual agreement between

the officials of the gaining and losing organizations, however, the employee's promotion will be effective not later than the beginning of the second full pay period after selection.

SECTION 8. RE-ADVERTISEMENT OF POSITION

A qualification standard may not be modified after the promotion process is under way unless an inappropriate standard had been used through error or a revised standard is received. When it is necessary to correct an error, the position will be re-advertised.

SECTION 9. EMPLOYEE DISSATISFACTION

Any employee who believes that the merit placement procedures were not followed or who believes that qualifications were not evaluated properly in determining their eligibility for consideration will use the negotiated grievance procedure only when they contend the agreement has been violated and may be presented by an individual furnished by the Union. The union will be allowed, upon request, to review the referral list and procedures used.

ARTICLE 24. STANDARD POSITION DESCRIPTIONS

SECTION 1. EMPLOYEE STANDARD POSITION DESCRIPTIONS.

It is agreed that the standard position description is an item of record that should be explained to an employee upon assignment to a job. The employee will be furnished a copy of the current official standard position description and a copy will be added to their Official Personnel Folder. The supervisor will communicate proposed changes in the job description with the involved employee before initiating action to implement the change. Employee(s) will be notified when changes are made to their job descriptions.

SECTION 2. CONTENT OF JOB DESCRIPTION.

In accordance with the Introduction to the Position Classification Standards, position descriptions will include a statement of the major duties, responsibilities and supervisory relationship of a given position. Major duties are those that represent the primary reason for the position's existence. The description of each position must be kept up-to-date and include information about the job which is significant to its classification. One-time only or temporary duties generally do not affect the series or grade level. Such duties cannot be ignored, however, when they become a regular part of a job. The position should be reevaluated if the duties extend over a long period of time and it is reasonable to assume that the duties will continue to recur, even if not in a precisely predictable pattern.

SECTION 3. ACCURACY OF STANDARD POSITION DESCRIPTIONS.

When an employee alleges inequities and/or inaccuracies in their job description the employee may request assistance from their supervisor or appropriate personnel office in explaining the reasons for

the duty assignments and the way duties and responsibilities are described in the standard position description. If, after explanation, the employee feels that the duties and responsibilities of the position are not accurately stated on the position description, the right to grieve is limited to the impact on pay/grade.

SECTION 4. CLASSIFICATION COMPLAINT/APPEAL.

When an employee alleges inequities in their position or classification, the supervisor will explain or obtain assistance in explaining the basis for the title, code, or grade of the position. If the employee is not satisfied, the supervisor will furnish the employee with information on the complaint and appeals procedures available. The employee may elect to present a position classification complaint or appeal and may be represented by a personal representative.

ARTICLE 25. DETAILS

SECTION 1. DEFINITION.

A detail is the temporary assignment of an employee to a different set of duties for a specified period, with the employee returning to their regular duties at the end of the detail. Technically, a position is not filled by a detail as the employee continues to be the incumbent of the position from which detailed. Employees will be rotated to the extent possible with management's right to assign work. Although volunteers may be solicited for details of 60 calendar days or longer, management is not restricted in its selection of the employee to fill the detail.

SECTION 2. REASONS FOR DETAILS.

It is agreed that details may be used to meet temporary needs of the work program of an activity when necessary services cannot be obtained by any other more practical means. Details can be used under circumstances such as, but not limited to the following:

a. To meet temporary needs caused by abnormal workload, change in mission, reorganization or unanticipated absences such as sick leave, or emergency annual leave;

b. Pending official assignment;

c. Pending classification of new positions;

d. Pending security/employment background checks clearances;

e. For training purposes when training is a part of established promotion or developmental programs;

f. Pending the outcome of Commercial Activities studies.

SECTION 3. EFFECTING DETAILS.

Details will be effected after informing the employee that they will be detailed, explaining the reason for the detail, length of the detail, and the duties to which being detailed. The detailed employee will be presented the current standard position description of the position to which detailed, or in the case of new positions, they will receive a statement signed by the supervisor, describing the duties to be performed.

SECTION 4. PROCEDURES FOR DETAILS.

1. Details in excess of 30 days regardless of grade/level must be documented on DA Form 4017 together with a set of duties or a standard position description. The DA Form 4017 with attachments is filed on the right side of the OPF as a permanent record.

2. Details to higher grade/level positions or to a set of duties will not exceed 60 days. A set of duties must be assigned a title, series and grade/level within the 60-day period. These positions must be filled through competitive announcements within the 60-day period. Employees retained in a detail at a higher grade/level in excess of 60 days will be retroactively temporarily promoted to the position from the 61st day to the date discovered. The employee must be returned to the position occupied immediately prior to the detail, unless selected for the position under competitive procedures.

3. Details to positions at the same or lower grade/level will not exceed one year.

4. Details do not involve a change in pay or employment category.

ARTICLE 26. TEMPORARY PROMOTION

SECTION 1. DEFINITION.

A temporary promotion is the assignment of an employee with formal personnel action (and appropriate change in pay status) to perform duties of a different position for a specified period of time.

SECTION 2. APPLICATION.

A temporary assignment to a higher-grade unit position should be accomplished by temporary promotion when the need for a temporary replacement is expected to last more than 30 days.

SECTION 3. REQUIREMENTS OF SELECTEE.

The selectee will be required to fully assume the full scope of the grade controlling duties and thereby warrant pay at the higher-grade level.

SECTION 4. MINIMUM QUALIFICATIONS.

The employee must meet the minimum qualification standards for the position.

SECTION 5. IMPACT ON SUBSEQUENT PROMOTIONS.

Temporary promotions do not confer later eligibility for special repromotion consideration.

SECTION 6. PROCEDURES.

Noncompetitive procedures may be used for temporary promotions not in excess of 120 days. This temporary promotion may not be converted to permanent noncompetitively.

ARTICLE 27. DEMOTIONS AND REPROMOTIONS

SECTION 1. DEMOTION - DEFINITION.

A demotion is an involuntary or voluntary change to lower grade or pay level (i.e., NA-06 to NA-04; NF-3 to NF-2).

SECTION 2. PROCEDURES.

1. An employee who has been reduced in grade or pay level through no fault of their own may request special consideration for re-promotion by filing an application (DA Form 3433) with the NAF Human Resources Office. An employee will be referred noncompetitively for vacant positions, at the grade/level from which reduced and meets the qualification requirements, that occur for up to 12 months following demotion. This provision does not guarantee selection for the position.

2. Employees who voluntarily request a change to lower grade/pay level are not eligible for special consideration under this Article. Applying for a vacant position is a voluntary request by an employee.

3. Managers/supervisors may also use noncompetitive procedures to re-promote an employee to the highest grade/level they previously held on a permanent basis, provided the employee was not demoted or separated from that grade/level because of deficiencies in performance or “for cause” reasons (e. g., disciplinary action).

ARTICLE 28. BUSINESS BASED ACTIONS

SECTION 1. BUSINESS BASED ACTIONS.

1. This Article provides methods for effecting workforce reductions and realignments that are necessary to conduct operations in an effective manner. This Article applies to all RFT and RPT employees and also those FLEX employees who have been employed by the NAFI of 3 continuous years or more.

2. In no case may business based actions be used to separate, demote, or reduce pay or hours for inadequate performance.

3. Business based actions are non-disciplinary, involuntary action taken by management to adjust personnel resources with a minimum of disruption to operations. While some MWR activities are not businesses, they still must be staffed in the most economical manner consistent with maximum efficiency. Business based actions include, but are not limited to:

a. Reduction in pay rate (NF employees only).

b. Change in employment category.

c. Furlough.

d. Separation.

SECTION 2. UNION NOTIFICATION.

Prior to the decision to conduct a BBA, except for unforeseen circumstances, the Employer shall advise the Union of the contemplated action, the reasons for it and, when available, the departments, the number of employees affected and their names. The Union will be allowed to provide input for consideration. Normally, initial notification will be provided to the Union at least forty-five (45) calendar days prior to a possible BBA becoming effective in cases of separating BBAs and fourteen (14) calendar days for all other types of BBAs, or as soon as possible. The Union will be given the opportunity to provide input for consideration.

SECTION 3. ADVANCE PLANNING.

1. Reductions and realignments should be given top management attention to decrease adverse effects on employees and on the future effectiveness of the activity involved. Early Employer and Union involvement is essential. Careful planning is necessary to lessen the impact. Prepare employees, and to forestall administrative and morale problems caused by hasty actions. Good employer – Union and employee relationships require that management show concern for the employees' problems, morale, and economic security. The Union and employees should be kept informed of plans that will affect them.

2. At their discretion, the garrison commander may choose to request Voluntary Early Retirement Authority (VERA) or Discontinued Service Retirement (DSR) authority. In planning to reduce or

realign the workforce, it is important to consider each of the various actions that can be taken. For example, in order to meet a need to reduce the scope of an operation a reduction in hours of work for all employees may be more acceptable than separation of some employees. The tools available to management are sufficiently diverse to allow the effects of reductions to be broadly spread and thereby minimizing the impact on the workforce.

3. All actions which result in the reduction or separation of 50 or more employees require written notification be furnished through command channels to HQDA (SFCP-NF) not less than 30 calendar days prior to implementation. Guidance on the preparation of submissions is in AR 5-10, Stationing.

SECTION 4. ADMINISTRATION.

1. When it becomes necessary to reduce or realign the workforce, the head of the activity will obtain concurrence of the chain of command up to the Director prior to initiating any actions.

2. The determination of the positions to be affected, and the type of personnel actions to be taken with respect to each of the employees, will be made by the head of the activity. Such decisions will consider the cause of the reduction or realignment, whether it is a temporary or permanent situation, the importance to the activity of the various functions, and the changed mission or organization.

3. Efforts will be made by the servicing NAF Human Resources Office to find positions for employees separated from their positions. If they cannot be placed in other positions, they will be given assistance in finding positions through the installation Army Career and Alumni Program Office and the Army MWR Central Referral Program, if eligible.

SECTION 5. EFFECTING BUSINESS BASED ACTIONS.

1. In some cases, identification of specific positions or functions may be sufficient to determine which employees will be affected. However, in those cases in which more than one employee in the same employment category is performing the functions to be impacted, determination of the specific employees to be affected will be based on factors such as employee knowledge, skill, and ability as demonstrated through performance. Employees must be ranked to determine the order in which they will be affected. The ranking process must include performance and seniority, although other factors such as job related training and formal education may be included. Performance may be the primary criterion. In determining ranking, the employee's last two performance ratings must be considered as a minimum. In the absence of documented performance ratings, a satisfactory rating will be presumed. See established local procedures for ranking employees.

2. Upon identification of the employees to be affected, the official initiating the action will record the basis for the actions to be taken. This record will include:

a. The business operational condition that necessitated the reduction or realignment.

b. The basis used for determining which employees are impacted.

c. The names of all employees included in the BBA and the actions taken on each.

3. Employees with retention priority based on military service will be passed over until completion of the mandatory retention period in accordance with Section 6 below. If the situation is such that they cannot be retained in their position, they will be placed in a position of like seniority and pay for which they are qualified.

4. An employee scheduled for separation may be retained beyond the proposed effective date for whatever period is required, but not to exceed 90 days.

5. Employees have a right to grieve under Article 10 of this agreement if they believe that regulations and procedures were not properly applied. An employee may not grieve the management decision to conduct a BBA.

SECTION 6. TENURE FOLLOWING ACTIVE MILITARY DUTY.

1. Regular employees restored to NAFI positions through exercise of statutory rights following active military duty are entitled to the retention priorities specified below.

a. Employees who are entitled to be retained for 1 year after exercising their reemployment rights under Section 9 of the Military Selective Service Act of 1967 (50 USC app 451 et seq.) will be given priority in retention over other employees until the expiration of the 1-year period. This includes employees who enlist (other than in a Reserve Component) and those who were ordered or called to active duty (other than for training or physical examination).

b. Employees who are entitled to be retained for 6 months after exercising their reemployment rights under Section 9 of the Military Selective Service Act of 1967 (50 USC app 451 et seq.) as amended, will be given retention priority over other employees until the expiration of the 6-month period. This includes members of the Reserves and National Guard reemployed after having served on initial period of active duty for training.

2. An employee with retention priority based on military service for which a business-based action would otherwise be effected will be temporarily passed over and will not be affected until completion of the statutory retention period. If the employing NAFI is dissolved during the retention period, the employee will be separated.

SECTION 7. PROCEDURES.

1. Written notice will be provided to all affected employees. Notices will not be issued or effective between 15 December and 3 January. Employees not in a duty status at time of notification will be informed by means of certified mail. The Union will be notified of the date notices will be provided to the employees.

2. The notice must clearly and specifically inform the employee of the action to be taken and the reasons for the action. As a minimum, the notice must:

a. State the action being taken, including position title, series, grade or pay level, a rate of pay when applicable.

b. State the reason why the action was necessary.

c. Advise of the right to review the records used to determine employees to be affected. (Applicable only when more than one employee occupies an affected position).

d. If the action is separation, include the statement "This action is non-prejudicial and does not preclude reemployment."

e. Advise of severance pay entitlement when applicable.

f. Advise employees of grade and pay retention eligibility if applicable.

g. Advise of loss of retirement, savings plan, and insurance participation including extension of health insurance when appropriate.

h. Advise of placement on the local reemployment priority list and HQDA priority consideration program for employee at pay level NF-4 and above.

i. Advise of eligibility for Civil Service positions for one year from date of separation under the DOD/OPM Interchange Agreement.

j. Advise of employee's right to grieve.

3. All actions requiring a DA Form 3434 (except separation) will be effective on the first day of a pay period. The length of the notice period is determined by the action being taken and the appointment category of the employee, as follows:

a. Separation.

(1) RFT and RPT employees will receive a minimum 30-calendar day advance written notice.

(2) FLEX employees who have been on the rolls over 3 years will receive a minimum of 7-calendar day's advance written notice.

b. Reduction in pay rate. This action may only be taken on NF employees and requires a minimum 30 calendar days advance written notice. Reduction in pay rate does not require a change in duties.

c. Change in employment category. An advance minimum written notice of 30 days will be given when a RFT employee is change to RPT or FLEX, when a RPT employee is change to FLEX, or when a RFT or RPT employee is changed to seasonal.

d. Furlough. Furlough is a non-duty, non-pay status and is appropriate only for RFT and RPT employees. During a furlough period, no type of leave may be used. Advance written notice will be provided that is equal to the length of the furlough up to a maximum of 30 days. For furloughs in excess of 30 days, a 30-day advance written notice is required.

SECTION 8. PLACEMENT OF EMPLOYEES.

The NAF Human Resources Office will attempt to place the employee in any vacant position at the same or lower pay level/grade for which qualified and DA Form 4017 has been received for recruitment. If the employee accepts the offer, placement may be made non-competitively. There is no authority to displace another employee.

SECTION 9. TRANSFER OF FUNCTION.

1. A transfer of function is the transfer of a continuing function from one NAFI and its addition to one or more other NAFIs or the movement of the function to another commuting area, except when the function involved is virtually identical to functions already being performed in the other NAFI or communing area. A function is transferred when it disappears or discontinues at on location and appears in identifiable form at another location.

2. When one or more functions of a NAFI are transferred, RFT and RPT employees identified with the transferring function will be transferred with the function if the alternative is separation or demotion. If they decline to move, they may be separated without prejudice. A written offer of transfer will be made at least 30 calendar days prior to the effective date of the transfer and a written declination of the offer to transfer will be obtained within 15 calendar days of receipt of the offer from each employee who declines to move with the function being transferred.

SECTION 10. DISSOLUTION OF A NAFI.

1. When it has been determined that a NAFI will be dissolved, with all functions and positions to be abolished, the usual BBA procedures will be applied with exception that a minimum 60 days advance written notice of separation will be provided.

2. The servicing NAF Human Resources Office will process the personnel actions. If the installation is deactivated before all the NAFI personnel actions have been processed, the commander of the next higher echelon in the chain of command will complete processing of the personnel actions.

SECTION 11. RECORDS.

1. The records outlined in Section 5 above, together with copies of employee notifications, will be retained by the employing activity for a period of 1 year. When a NAFI is dissolved, the records will be retained by the commander in the next higher echelon in the chain of command.

2. Additional information requested by the Union may be released by the Employer when available in accordance with laws and regulations in effect at the time of the business based action.

SECTION 12. REEMPLOYMENT PRIORITY LIST.

The NAF Human Resources Office will retain the names of all RFT and RPT employees separated by BBA for 1 year from date of separation. When a vacancy occurs in the same appointment category and the same level and duties of their former position, they will be offered the position. If

more than one person is eligible, the one with the earliest date of separation will be offered the position. If the separation dates are the same, performance ratings will be used to determine which employee will be offered the position. Appointments under this provision are not subject to competitive procedures. An employee separated from a RFT position will be removed from the reemployment priority list when they accepts or declines a RFT position with a pay rate at the same or higher rate than that of the position from which separated. Under similar criteria, a RPT employee will be removed from the list when they accept or decline a RFT or RPT position with a pay rate at the same or higher level. A person on the list will also be offered priority consideration for positions in other NAFIs if the vacancy is being filled on a competitive basis. Information on employees to be separated will be shared with other DOD activities in the area.

ARTICLE 29. CONTRACTING OUT

SECTION 1. FEDERAL POLICY.

The Employer agrees to follow established Federal policy. It is understood that disputes concerning contracting out cannot be subject to the negotiated grievance procedure as OMB Circular A-76 provides the exclusive appeals procedure for such disputes.

SECTION 2. INFORMATION ON CONTRACTING OUT

In cases of studies performed pursuant to the Commercial Activity (CA), the Employer agrees to inform the Union of any such possible proposed contracting out which may adversely affect members of the bargaining unit. Update information will be provided in writing and/or through periodic briefings.

SECTION 3. PROCEDURES.

The Employer will involve the employees/Union in the writing of the Performance Work Statement (PWS) and solicit their comments as to its accuracy and completeness. The Union agrees to protect the confidentiality of any such material. The Union comments will be reviewed by the Employer, but will not be binding on the Employer. The Union will be given the opportunity to have a representative present during the "walk through" by prospective bidders of the function undergoing the cost study.

SECTION 4. BRIEFINGS/COMMUNICATION ON CONTRACTING OUT.

Briefings will be conducted for employees that would be directly affected by a contracting our review cost study. Communications may include meetings, newsletters or other appropriate means. The union will be given the opportunity to have a representative present during such briefings.

SECTION 5. AGREEMENT TO NEGOTIATE.

The Employer agrees, pursuant to present law and regulations, it has a duty to negotiate with the Union, upon their request, concerning appropriate arrangements to alleviate impact identified by the Union which adversely affects bargaining unit employees, when and if the decision is made to contract out a CAP function. Such negotiations will commence no later than 15 workdays after request by the Union.

SECTION 6. INFORMING THE UNION.

As a matter of agreement between the parties hereto, the Employer will inform the Union of any proposed contract that would result in a reduction-in-force of civilian employees of the unit upon implementation of the contract.

SECTION 7. INFORMATION TO UNION.

The Employer will provide the Union copies of information concerning cost studies, to include: the invitation to bid or request for proposal; correspondence from higher authority directing the cost study; correspondence from Department of Labor regarding certification of a wage rate; the performance work statement; and the "milestone" chart or similar documents setting forth the estimated dates for the contracting out process.

SECTION 8. "RIGHT OF FIRST REFUSAL."

The Employer and the Union recognize the 'right of first refusal" required by 0MB Circular A-76 (Revised). The Employer will, consistent with post employment restrictions, advise adversely affected employees that they have the right of first refusal for employment on the contract in positions for which they are qualified and the Employer will assist the affected employees in applying for such employment. This applies only to job openings for which such displaced employees are qualified as determined by the contractor. Refusing the right of first refusal because of displacement due to contracting out shall not deny an employee of any rights they might otherwise have under applicable reduction-in-force procedures. However, such refusal may, in accordance with applicable law and regulation, affect the employee's entitlement to severance pay.

SECTION 9. TRAINING AND ORIENTATION.

When employees are reassigned due to contracting out, they will be given a reasonable period, not-to-exceed 30 calendar days, of on-the-job training and orientation in their new job.

ARTICLE 30. TRAINING /SELF DEVELOPMENT

SECTION 1. TRAINING AND DEVELOPMENT.

The primary responsibility of training and development rests with the employee. However, the parties agree that training and development of an employee within the unit is a part of personnel management responsibilities of managers and supervisors at all levels.

SECTION 2. EMPLOYEE RESPONSIBILITIES.

Employee's have the important responsibility for their own self-development because all development depends upon the employee's desire and ability to learn and improve. They are encouraged to take advantage of training and educational opportunities that will add to the skills and qualifications needed by them for increased efficiency or to prepare for advancement. Employees are responsible for providing a copy of their completed training certification to the NAF Human Resources Office for inclusion in the OPF and a copy to their supervisor.

SECTION 3. DOCUMENTING SELF-DEVELOPMENT COURSES.

Training that leads to certification (e.g., Asbestos removal), licensing (e.g., Commercial Drivers license), or transcripts (e.g., college or university classes), and other types of training should be documented by having copies of such documents sent to the NAF Human Resources Office for inclusion in the employee's Official Personnel Folder (OPF). Copies should also be provided to the immediate supervisor for inclusion in the employee's supervisory record file. When applicable, training should be entered into the Defense Civilian Personnel Data System.

SECTION 4. NON-JOB RELATED TRAINING.

Employees may request excused absence to voluntarily attend training at their own cost, which primarily benefits the employee and is not required for the continued performance of the duties of their current position. Employees may be excused from work without charge to leave to attend such training for a period not to exceed four (4) hours per calendar year. Attendance at such training is not considered hours of work for travel to and from the training.

SECTION 5. VARIATIONS IN WORK SCHEDULES FOR TRAINING.

1. Upon an employee's request, a supervisor may authorize rescheduling of the customary workweek to allow employees to take courses in nearby colleges, universities or other educational institutions when the rescheduling does not appreciably interfere with the accomplishment of the work to be performed. The employee is still responsible for a full scheduled tour of duty, and no premium will be paid solely because of the rescheduling. While the courses need not be directly job related, they should be such that will equip the employee for more effective work in the activity.

2. Requests For Changes In Work Schedules To Attend Self-Development Training Should Be made in writing to the supervisor as early as practicable. Supervisors will consider such requests and provide written approval/disapproval.

3. Nothing in this provision is intended to preclude supervisors from making minor adjustments in work schedules to allow employees to participate in self-development training whether or not the training is job related.

ARTICLE 31. PERFORMANCE EVALUATION

SECTION 1. POLICY

The Employer and the Union agree that the primary objective of a performance appraisal system is to assist in improving individual employee performance and organizational effectiveness. Other related objectives are:

a. To increase productivity and assist in ensuring economical operations of the Employer.

b. To provide specific and meaningful evaluations of the performance of every employee.

c. To provide a sound and continuing basis for effective supervisor-subordinate relationships.

d. To ensure that every employee is informed of the requirements by which the employee's performance is appraised.

e. To make and keep employees aware of their supervisor's judgment on their work performance.

f. To acknowledge employees' accomplishments and good work.

g. To recognize and assist in correcting employee work deficiencies.

SECTION 2. PERFORMANCE REQUIREMENTS

An effective performance evaluation decision is dependent on performance requirements that are mutually understood by supervisors and employees.

SECTION 3. PERFORMANCE REQUIREMENTS.

Performance requirements for a position, in writing, should be established prior to the positions being filled, although actual performance of the duties may show a need for modification.

SECTION 4. PERFORMANCE STANDARDS.

While the supervisor is responsible for setting performance requirements, the performance standards for occupied positions should be established and/or modified by means of supervisor-employee discussion of quality, quantity and other aspects of satisfactory performance.

SECTION 5. PERFORMANCE UPDATES.

Because performance requirements are affected by a variety of factors, they will be reviewed periodically and necessary changes in the requirements explained to and discussed with the employee.

SECTION 6. PERFORMANCE REVIEWS.

In Accordance with AR 215-3, if an employee's performance is considered to be unsatisfactory, the supervisor will discuss the employee's performance with the employee in an effort to resolve the unsatisfactory performance. A regular employee who has completed the probationary period may not be rated unsatisfactory until they has been given a written warning and a reasonable opportunity, not less than 30 days, to demonstrate satisfactory performance. The warning notice will state:

a. What job requirements the employee is failing to meet satisfactorily.

b. What the employee must do to bring their performance to a satisfactory level.

c. What efforts will be made to help the employee improve, in addition to periodic counseling.

SECTION 7. DISAGREEMENT WITH PERFORMANCE EVALUATION.

Grievances, which result from performance actions other than a grievance of the appraisal itself, must be initiated at Step 3 of the grievance procedure within 20 calendar days of the effective date of the action.

ARTICLE 32. PROBATIONARY PERIOD

SECTION 1. POLICY.

1. The probationary period is the final and most significant step in the examining process. It is during this period the employee's conduct and performance of duties may be observed and evaluated.

2. Each individual receiving an initial appointment or assignment to a regular full-time or regular part-time position is required to serve a 1-year probationary period. Flexible service is creditable

when the appointment has been converted to regular full-time or regular part-time in the same position with no break in service. The maximum credit granted for flexible service is 6 months.

3. The NAF Human Resources Office will determine when a NAF employee is required to serve a probationary period in accordance with Chapter 2, AR 215-3. A remark will be made in Item 25, DA Form 3434, reflecting the probationary period.

SECTION 2. PROCEDURES.

1. An employee may be separated during the probationary period if they fail to demonstrate that they possess the skills or character traits for satisfactory performance in the position.

2. The supervisor is responsible for determining whether the employee's performance or character traits are such as to warrant separation. Supervisors will discuss with the employee the specific reasons that lead to the conclusion that they are not suitable. A record and documentation of the discussion will be prepared by the supervisor and placed in the suitability file, and a copy will be given to the employee. A supervisor will allow a reasonable length of time after the discussion for the employee to show improvement.

3. If it becomes apparent, after a full and fair trial period serving in the position, that the employee's performance is not such as to fit them for satisfactory service, the supervisor can initiate action to separate the employee. Separation action will be initiated in time to give the employee an advance written notice of 7 calendar days before the effective date of separation unless their retention in a duty status might result in damage to or loss of property or funds; might be detrimental to the interest of the activity; or might be injurious to the employee, their fellow workers, or the general public. Advance written notice of 24 hours is sufficient in such situations.

4. When the decision to separate during probation is based upon misconduct, the employee may be separated with no advance notice.

5. Supervisors will initiate DA Form 4017, Request for Personnel Action, to the NAF Human Resources Office. The NAF Human Resources Office will prepare and authenticate DA Form 3434, Notification of Personnel Action. A remark will be made in Item 25, DA Form 3434 that the action cannot be reviewed through the use of the grievance procedures. The supervisor will deliver DA Form 3434 to the employee.

6. Separation during the probationary period must be effected prior to the end of the probationary period.

7. Since this action does not provide a due process hearing, no remarks, reasons or explanations for separation will be placed on the DA Form 3434, DA Form 4017, or in the employee's OPF.

ARTICLE 33. DISCIPLINARY ACTION

SECTION 1. POLICY

To ensure employee discipline is administered appropriately, the appropriate supervisor or manager should follow the guidance on the maintenance of discipline and the procedural requirements contained in Chapter 7, AR 215-3 are met prior to initiating disciplinary action.

SECTION 2. UNION REPRESENTATION

The employee has the right to request union representation whenever they reasonably believe that disciplinary action may be considered. If the employee requests representation, further discussion with the employee concerning the matter will be suspended until the representative, if reasonably available, is present. The Employer reserves the right to discontinue the discussion and take whatever action is deemed appropriate rather than rescheduling the meeting or waiting for the representative to arrive.

SECTION 3. LETTERS OF REPRIMAND.

The procedural requirements contained in Chapter 7, AR 215-3 will be followed when a written reprimand is warranted to correct misconduct on the part of the employee, except that an employee has the right to file a grievance at Step 2 of the grievance procedures within 20 days of the receipt of the letter.

SECTION 4. SUSPENSION AND SEPARATION FOR CAUSE.

The procedural requirements contained in Chapter 7, AR 215-3 will be followed when a formal disciplinary action is warranted for an employee whose conduct is detrimental to the efficiency of the service, except that –

a. An employee may make a reply within 10 calendar days of receipt of the notice of proposed suspension to the next higher-level supervisor. The decision to impose the suspension must inform the employees of the reasons for the action and the right to file a grievance at Step 3 of the grievance procedures within 20 calendar days after the effective date of the action.

b. An employee may make a reply within 20 calendar days of receipt of the notice of proposed separation for cause to the next higher-level supervisor. The decision to effect the separation for cause must inform the employees of the reasons for the action and the right to file a grievance at Step 3 of the grievance procedures within 20 calendar days after the effective date of the action.

ARTICLE 34. EMPLOYEE'S OFFICIAL PERSONNEL FOLDER

SECTION 1. POLICY.

Records in the Official Personnel Folder shall be those prescribed by the Department of the Army. This Article shall not preclude supervisors and managers from establishing and utilizing those files as they consider necessary in the exercise of their supervisory responsibilities.

SECTION 2. REVIEW OF OFFICIAL PERSONNEL FOLDER.

Where not contrary to law, regulation, or OPM policy, each employee, and/or designated representative who has been so authorized in writing by the employee, has the right, upon request, to review their Official Personnel Folder.

SECTION 3. UPDATING OFFICIAL PERSONNEL FOLDER.

Employees have the right to update their OPF as necessary to document experience, education, and training. They also have the right to put in their OPF written statements in response to unfavorable information. These written comments will be dated and signed by the employee.

SECTION 4. DISCLOSURE OF RECORDS.

Where published Agency policy prohibits disclosure of any record, file, or document to any employee (and/or representative), then such record, file, or document may be made available only to those officials who have a need to be aware of information contained in such files or documents. Authorized persons not employed by the Civilian Personnel Advisory Center may review an employee's OPF provided they have a need to know. All personnel except those in the NAF Human Resources Office having custody of the records will be required to state the purpose for their review.

SECTION 5. STATEMENTS IN OFFICIAL PERSONNEL FOLDER.

The Employer reserves the right to attach a statement of findings related to those employee comments, when deemed appropriate by the NAF Human Resources Office. Any records in the OPF or other official records, which are not available to an employee for review cannot be used as a basis for disciplinary action.

ARTICLE 35. SUPERVISORY EMPLOYEE RECORD FILES

SECTION 1. PURPOSE.

1. Employee Record Files are maintained by supervisors and are used to document, record, and initiate personnel actions and to file the supervisor's copy of employment-related information such

as: copies of job descriptions; detail and temporary promotion records; training and qualification records; letters of appreciation or commendation; security access/clearance papers; information related to job-related injuries or illnesses; performance appraisal documents; counseling memorandums and records; disciplinary actions; performance actions; etc.

2. The Employer agrees to discourage supervisors from maintaining any supervisory employee record files without knowledge of the employee. Employees have the right to review their own supervisory employee record file, upon request.

SECTION 2. AVAILABILITY/REVIEW OF RECORDS.

These files will be secured and made available in accordance with Privacy Act procedures. Employees may ask for an explanation of any document they do not understand or agree with and they may also file written statements in response to unfavorable information or information with which they disagree. These written comments will be dated and signed by the employee, filed with the particular document(s) to which they relate, and maintained along with the document(s) until such time as the document(s) is destroyed, at which time the employee's statement will also be destroyed.

ARTICLE 36. EMPLOYEE ASSISTANCE PROGRAM

SECTION 1. OBJECTIVES OF EMPLOYEE ASSISTANCE PROGRAM.

The Union agrees to support the objectives of the Department of the Army Employee Assistance Program (EAP) which are to increase efficiency, productivity and effectiveness and ultimately reduce the use of sick leave by the civilian workforce through the prevention of alcohol and other drug abuse; provide assistance, rehabilitation, or referral services to identified alcohol/other drug abusers and behavior/emotional problems among the civilian workforce.

SECTION 2. SERVICES AVAILABLE.

The EAP provides procedures by which an employee with alcohol or other drug related problems, or behavioral/emotional conditions is offered evaluation and referral services.

SECTION 3. EMPLOYEE DECISIONS IMPACTING ON WORK PERFORMANCE.

The Employer will not interfere with the private decision of an employee to use or not use alcoholic beverages off the job and off the Installation. However, when that use impairs their overall work performance (including, but not limited to, interfering with the efficient and safe performance of their assigned duties) or adversely affects their dependability or conduct on the job, the Employer may take appropriate action.

SECTION 4. ILLEGAL ACTIVITIES.

If the employee is involved in illegal activities related to alcohol or other drugs, including the use of illegal drugs, appropriate action will be taken and the action(s) need not be delayed.

SECTION 5. REFERRALS TO EAP.

It shall be the policy of the Employer to inform an employee subject to discharge or discipline, of their right to utilize the EAP to determine if the source of their problem falls within the services offered by the EAP or other helping agencies. Referrals may also be made by the supervisor or by a Union representative regardless of whether any action is pending or being considered.

SECTION 6. RIGHT TO REPRESENTATION.

Employees may, at their request, be represented by a Union representative or a representative of their choice during the evaluation and referral meetings.

ARTICLE 37. JOB RELATED INJURIES/ILLNESS

SECTION 1. POLICY/PROCEDURES.

Irwin Army Community Hospital shall normally provide emergency diagnosis and treatment for an on-the-job injury or illness. This emergency diagnosis and treatment shall not, subject to adjudication of the Office of Worker's Compensation Programs (OWCP), constitute initial choice of physician.

a. When an employee suffers from an on-the-job injury or illness that appears to be serious or life threatening, the employee will be referred directly to Irwin Army Community Hospital Emergency Room or an ambulance will be called. After the initial treatment, the employee is entitled to select his or her own medical facility/physician for treatment of the injury/illness.

b. When a supervisor becomes aware or suspects that an employee under their supervision has suffered a job related injury, the employee will normally be referred to the Fort Riley Occupational Health Nurse. The employee will be provided an examination and initial evaluation for possible referral to appropriate medical personnel. However, an employee may exercise their entitlement of choosing their own physician after the initial examination.

SECTION 2. INFORMATION ON CLAIM PROCEDURES.

The supervisors shall also provide the employee information on the procedures for filing a claim for benefits under the Nonappropriated Fund Instrumentality Act or will refer the employee to the individual or office that can provide such information (this individual may be in the NAF Human Resource Office or the employee's activity). The employee will be provided information about the

type of benefits available, the employees' options, as well as the employee's responsibility for submitting the claim and providing medical and other information.

SECTION 3. INJURY REPORTING FORMS.

The Employer will maintain an adequate supply of forms for proper recording and reporting of injuries. The appropriate forms will be provided to the injured employee.

SECTION 4. ELECTION OF LEAVE.

Employees entitled to receive worker's compensation benefits for illness or injury may elect to accept one of the following options in accordance with Chapter 5, AR 215-3.

a. OPTION 1. Receive workers' compensation disability benefits from the claims administration service contractor supplemented with accrued or advanced sick leave up to an amount not exceeding the employee's basic salary. This is accomplished by the payment of full sick leave benefits to the employee, with partial reimbursement (about 2/3) of the sick leave used. The employee's sick leave balance will be credited with appropriate number of hours based on the amount of the temporary disability benefits. The employee must endorse the checks received from the claims service contractor to the employer.

b. OPTION 2. Receive only workers' compensation temporary disability benefits from the claims service contractor. The employee is placed on leave without pay (LWOP) for the entire period of absence due to injury/illness. If compensation is denied, the employee may request sick or annual leave.

SECTION 5. REVIEW OF DOCUMENTS.

An employee and/or their designated representative, upon written consent of the employee, will be permitted to review documents relating to their claim for compensation, which OWCP has authorized for the Employer to make available to the affected employee. The Employee may be accompanied by a Union representative if so desired.

SECTION 6. MEDICAL ACCOMMODATION.

The Employer shall make positive efforts, in accordance with applicable laws and regulations, to assign light duty on a temporary basis to an employee injured on the job. The provisions of Article 22, Medical Limitations, apply to situations where the medical limitation extends for longer than a limited period of time.

SECTION 7. OFFICIAL TIME.

A reasonable amount of official time will be provided to an injured employee who is otherwise in a duty status, for processing claims and reviewing related documents.

ARTICLE 38. HEALTH AND SAFETY

SECTION 1. POLICY.

It is the policy of the Employer to ensure that occupational health and safety hazards are eliminated or reduced to the minimum level feasible. The Union will cooperate with the Employer to encourage employees to work in a safe manner. Employees are responsible for prompt reporting of unsafe conditions and supervisors are responsible for initiating action to correct such conditions.

SECTION 2. CIVILIAN SAFETY AND OCCUPATIONAL HEALTH COUNCIL

1. The Employer agrees to participate in any established Civilian Safety and Occupational Health Advisory Council, hereinafter referred to as the Safety Advisory Council. The purpose of such committee shall be to consider occupational safety and health matters brought to its attention, make recommendations thereon to the Director of the subordinate activity, and perform such additional tasks as the Commander or the Council Chairman may direct.

2. The Safety Advisory Council will meet at the call of the chairperson. The Employer agrees to designate a chairperson, recorder, and technical advisors, as deemed appropriate. Three (3) members will be representatives designated by the Union for not less than one (1) year terms. The Union agrees that these Union designated representatives will be members of the units covered by this Agreement and normally assigned to the regular day shift. Union representatives serving on the Safety Advisory Council will serve without loss of pay or charge to leave in performing council functions authorized by the Chairman, if otherwise in a duty status.

3. An agenda for each committee meeting shall be prepared in advance. The Union may propose subjects for discussion by submitting such to the Installation Safety Division at least ten (10) workdays prior to the scheduled meeting date of the Council.

SECTION 3. SAFETY ORIENTATION.

The Employer recognizes that an Employer sponsored orientation session concerning safety principles and procedures for Union officials, stewards and Union representatives serving on the Safety Advisory Council may be appropriate to enhance their understanding of those principles and procedures.

SECTION 4. SAFETY TRAINING

The Employer recognizes that initial and periodic safety training, to include proper work methods to be used and proper use of protective equipment, will reduce the likelihood of on-the-job injuries and enhance the well-being of employees.

SECTION 5. SAFETY INSPECTIONS

1. Safety and health inspections or surveys will be conducted by the employer as part of the process needed to maintain a safe and healthful workplace. When a worksite inspection is conducted by the employer's Safety Division and/or Preventive Medicine Services personnel, the

Employer will give notice to the Union of routinely scheduled inspections at a particular worksite. The Union agrees to provide a current steward roster to the Installation Safety Division. Inspections include routine day-to-day visits by Agency occupational safety and health personnel, or routine workplace surveillance of occupational health conditions.

2. When a worksite inspection is conducted by higher headquarters safety office or an outside Agency such as Occupational Safety and Health Agency (OSHA), the Union will be given an opportunity to have a representative accompany the inspector. The Union shall designate a representative to accompany the inspection team on official time and providing notice to the representative's supervisor and to the NAF Human Resources Officer.

3. During the course of any inspection, any employee or the Union may bring to the attention of the Inspector(s) any unsafe or unhealthful working condition(s).

SECTION 6. REPORTING HAZARDOUS SITUATIONS

Employees are responsible for reporting all alleged hazards situations. Supervisors and/or safety personnel will take appropriate action in accordance with AR 385-10. Employees have three (3) options for reporting hazardous situations. They are as follows:

a. Oral Reports. The parties agree that oral reports of alleged hazards submitted to the employee's supervisor are the most prompt method of identifying hazards.

b. Written Reports. The parties agree that written reports are the preferred method of reporting alleged hazards and should be submitted to their supervisor with a courtesy copy to the Activity Director.

c. Electronic or hard copy of DA Form 4755 (Department of the Army Hazard Report Form) that may be submitted to the Installation Safety Division through supervisory channels or directly to the Installation Safety Division. Such reports shall be processed in accordance with applicable regulations. Employees filing a hazardous report may request their identity not be revealed to anyone other than the officials processing the report and the Employer will maintain maximum confidentiality following such a request.

SECTION 7. SUPERVISOR RESPONSIBILITIES.

In accordance with AR 385-10, supervisors and operating personnel have the responsibility to:

a. Prevent accidents.

b. Maintain a safe and healthful workplace.

c. Ensure employees under their supervision observe appropriate safety and occupational health rules and regulations, including the use of personal protective equipment (PPE) provided for their protection.

d. Promptly evaluate and take action as required to correct hazards reported by employees or identified through accident investigation. They will not initiate or support reprisal action against

employees who identify hazards, raise safety concerns, or engage in authorized safety and occupational health activities.

e. Use the risk management process during the planning, preparation for, and execution of all operations for which they are responsible.

SECTION 8. GRIEVANCE ACTIONS.

If a hazard report also involves a grievance action, the Installation Safety Division will determine if there is a need for priority action for safety or health reasons.

SECTION 9. PERSONAL PROTECTIVE EQUIPMENT.

1. The Employer will conduct a job site analysis to determine and establish procedures to ensure required PPE for personnel are provided, used, and maintained in accordance with part 1910, title 29, CFR. Special safety clothing, safety shoes, safety glasses, hearing protectors, or other safety devices will be supplied by the Employer and used by employees when items are determined necessary by the job site analysis.

2. The employer agrees that where "proper fit" is a significant consideration for comfort or ability to perform the required duties of the assigned work, reasonable efforts will be taken to ensure that PPE is properly fitted.

3. The Union agrees to assist the Employer is aggressively publicizing the benefits of the use of PPE by the employees, and to promote good safety practices, policies and procedures.

SECTION 10. ERGONOMICS.

The Employer will adhere to established policy and procedures pertaining to ergonomics.

SECTION 11. WASHROOM/BREAK AREAS

1. The Employer agrees to provide adequate sanitary restroom/washroom facilities for employees.

2. The Employer agrees to make reasonable efforts to provide lunch/break areas.

ARTICLE 39. TOBACCO CONTROL/USE

SECTION 1. SMOKING POLICY - APPLICABILITY

The parties agree with established DOD policy (DODI 1010.15, Subject: Smoke-free Workplace) responsibilities, and prescribed procedures for a tobacco-free work place for Fort Riley employees. While the DOD policy does not address Smokeless Tobacco, the parties agree that these provisions will apply to Smokeless Tobacco users. It is accepted that tobacco-free environments reduce

workplace hazards, improves working conditions, reduces costs, and furthers occupational health goals.

SECTION 2. EMPLOYER RESPONSIBILITIES

The Employer agrees to actively support and sponsor programs designed to encourage employees to discontinue the use of tobacco products or, if they do not use such products, not to begin such use. While discontinuance or avoidance of use of tobacco products is encouraged, care shall be taken to avoid coercion or undue pressure on employees to enter prevention and cessation programs.

ARTICLE 40. EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. POLICY

The Employer and the Union agree to cooperate in providing equal opportunity in employment for all persons, to prohibit discrimination based on race, color, religion, sex, age, disability (mental/physical), or national origin or reprisal; and to promote the full realization of equal employment opportunity through a continuing affirmative and effective program. Employees who have filed formal union grievances (second step) are precluded from filing a formal Equal Employment Opportunity (EEO) complaint on the same issue.

SECTION 2. EQUAL OPPORTUNITY ADVISORY COUNCIL

The Employer agrees that in the event an Equal Employment Opportunity Advisory Council is established that the Union will be afforded the opportunity to designate a representative to serve as a member on such council.

SECTION 3. REPORTING REQUIREMENTS

The EEO Officer will prepare an annual narrative summary report of EEO activities/accomplishments. A copy of this report will be furnished to the Employer and Union. A copy will be furnished to employees upon request.

SECTION 4. PROCEDURES.

1. The Employer will appoint and train a number of counselors sufficient to handle all cases. The Union may nominate individuals from within the bargaining unit represented in this Agreement to be an EEO counselor.

2. An employee desiring to consult with an EEO counselor shall have the right to be accompanied, represented, and advised by a representative of his or her own choosing. The employee (aggrieved) shall be afforded a reasonable amount of official time for consultation with an EEO counselor/representative.

3. The aggrieved employee may have the option of participating in the Fort Riley Early Resolution Process in EEO precomplaints and formal complaints.

4. When a representative is a Federal (including NAF) employee, that employee is entitled to a reasonable amount of official time under 29 CFR Part 1614.605.

SECTION 5. MUTUAL SUPPORT

The Union agrees to objectively support and cooperate with the Employer in all efforts to successfully accomplish the intent and purposes of this Article. To enhance the Union's understanding of EEO principles and discrimination complaint procedures, EEO orientation sessions may be conducted as appropriate for Union Officials and stewards.

ARTICLE 41. ARMY IDEAS FOR EXCELLENCE PROGRAM

SECTION 1. EMPLOYER/UNION EFFORTS TO SUPPORT IMPROVEMENTS

The Union will endorse the Employer's efforts to insure a well managed Army Ideas for Excellence Program by encouraging all employees in the unit to perform at their highest level and to submit ideas for improvements.

SECTION 2. ARMY IDEAS FOR EXCELLENCE PROGRAM

The Union and the Employer agree that all employees in the bargaining unit covered by this agreement shall be encouraged to participate in the Army ideas for Excellence Program. Any employee may submit a suggestion on any method, procedure, new idea, revision of an old idea, or any other valid subject for suggestion. Suggestions may be submitted through supervisory channels or directly to the Army Ideas for Excellence Program Coordinator and evaluated by a person who understands the technical area in which the suggestion would be put into effect. If an employee encounters unreasonable or unwarranted delays in receiving a final determination on the adoption or rejection of a submitted suggestion, the employee should contact the Army Ideas for Excellence Program Coordinator.

SECTION 3. UNION PARTICIPATION.

The union may designate up to two (2) members to the Army Ideas for Excellence Program committee for the purpose of matters pertaining directly to bargaining unit employees.

ARTICLE 42. INCENTIVE AWARDS

SECTION 1. INCENTIVE AWARDS PROGRAM OBJECTIVES

The incentive awards program will be administered as an integral part of the total NAF personnel administration program and coordinated to the fullest extent possible with performance evaluation, training, promotion, cost reduction, safety, health, and management improvement programs of NAFIs. All operating budgets should include provisions for incentive awards. Although cash awards can and should be tied to activity profitability where appropriate, it is counterproductive to prohibit awards within a non-profitable activity since an active incentive award program is a proven productivity motivator.

SECTION 2. AWARDS.

The employer may grant various awards, monetary, non-monetary, honorary, and time-off. All awards will be processed and approved in accordance with applicable regulations and locally established procedures.

ARTICLE 43. PARKING FACILITIES

SECTION 1. PARKING FACILITIES.

1. The Employer will provide parking facilities for employees of this unit within a reasonable distance of their normal working station. The Employer has within his discretion the right to reserve parking spaces for designated management officials, visitors, and military vehicles as long as such reserved spaces do not grossly affect the ability of non-management employees to park near the work site.

2. The Employer agrees to provide parking lots and passageways clear of snow and ice when resources allow.

SECTION 2. RESERVED PARKING SPACES.

Where employees with ambulatory handicaps are involved, the Employer will provide reserved parking space as near as reasonably possible to the work site.

SECTION 3. LIGHTED PARKING LOTS.

Where night shift work is necessary, it is the Employer's responsibility to provide lighted parking lots for the employees as near to work as possible.

ARTICLE 44. EMPLOYEE SERVICES

SECTION 1. AVAILABLE SERVICES/FACILITIES.

All Post services and facilities will be made available to the civilian employees on the Post, at customary cost, if permitted by regulations, constitution and by-laws, and after military personnel requirements have been satisfied.

SECTION 2. LIST OF SERVICES AVAILABLE.

The Employer agrees to publish a list semi-annually of such services available to civilian employees.

ARTICLE 45. TRANSPORTATION

Employees are responsible for providing for their transportation from their residence to the initial point of employment. Unless the personal policy of the employee so provides, insurance coverage may not be provided if the employee's personal vehicle is used for Government business. Employees shall not be required to use their personal vehicles for government business, unless it has been clearly established that doing so is a condition of the employee's employment, and the employee receives appropriate reimbursement.

ARTICLE 46. FLEXIBLE EMPLOYMENT

SECTION 1. FLEXIBLE APPOINTMENT.

To be competitive and effective, the employer will maintain a correct mix of regular full-time, regular part-time and flexible employees in accordance with current regulatory requirements. A flexible employee serves in an indefinite position on either a scheduled or an as needed basis. To meet temporary work requirements of less than (one) 1 year, such as seasonal work, a not to exceed date will be entered on DA Form 4017 and DA Form 3434.

SECTION 2. WORK SCHEDULE.

1. Work schedules for flexible employees will be established in accordance with current DOD/DA NAF personnel policy.

2. In order to maintain equitable employment conditions among the NAF workforce, the parties agree to periodically review the number of hours a flexible is scheduled to work. On receipt of a request from the Union or Management, the NAF Human Resources Office will conduct this review at least quarterly and will be based on the Quarterly Review of Hours Work Report generated by NAF Financial Services. When a flexible employee has been identified as working a consecutive full time schedule (40 hours per week) in excess of eight (8) pay periods (120 calendar days), the

NAF Human Resources Office will notify the appropriate Director in writing. The Director will initiate an inquiry with the appropriate Division Chief to determine the reason for working a consecutive full time schedule.

a. If the employee is working a consecutive full time schedule because of a temporary need or is performing unscheduled work on a non-regular basis, the employee may continue working a full time schedule, but a review will be made each succeeding 30-calendar days and the reasons made a matter of record in the employee's personnel folder.

b. If the need for the employee to work a consecutive full time schedule indefinitely, or if the employee continues to work a full time schedule for an additional ninety (90) calendar days in 2a above, action will be initiated to convert the position and the employee to regular full-time or regular part-time.

SECTION 3. PROBATIONARY PERIOD.

1. A flexible employee may be separated with a 7-calendar day advance notice. The notice will be made by DA Form 3434 prepared by the NAF Human Resources Office and delivered to the employee by the supervisor.

2. Since this action does not provide a due process hearing, no remarks, reasons or explanations for separation will be placed on the DA Form 3434, DA Form 4017, or in the employee's OPF. This does not preclude the supervisor from providing oral or written notification to the employee of specific reasons for separation it desired or at employee's request.

3. Flexible employees do not serve a probationary period; however, flexible service is creditable towards the probationary period when the appointment has been converted to regular part time or regular full time in the same position with no break in service. Maximum credit will not exceed 6 months.

SECTION 4. SEPARATION FROM FLEXIBLE APPOINTMENT.

Flexible employees may grieve a separation action only when the seven (7)-calendar day advance written notice has not been given, or if they believe the separation was based on unlawful discrimination, the action may be challenged in accordance with applicable EEO regulations.

ARTICLE 47. REGULATIONS, CHANGES, AND DURATION

SECTION 1. PROCEDURES.

It is agreed that the following procedures are applicable concerning changes to provisions in this Agreement and/or to conditions of employment of members of the bargaining unit when such changes result from new regulations or other directives from appropriate authorities:

a. The Employer will provide the Union written notification of the proposed changes or implementation and request the Union's views.

b. The Union will, within 14 calendar days, inform the Employer in writing of the Union's views on the proposed change(s) or implementation or request negotiations. The Union's request for negotiation must be received at the NAF Human Resources Office within 14 calendar days of dispatch of the notification to the Union, identify the significant impact(s) identified by the Union, and contain the Union's proposals. The parties will meet within 14 calendar days of the Employer's receipt of the Union's request to discuss the matter and set a negotiating schedule. Failure of the Union to request negotiations or respond in writing within 14 calendar days will be considered acceptance of the proposed change or implementation.

c. The parties agree that if the Union does not exercise the option to negotiate or does not respond as provided in b above, negotiations are waived on that specific change or implementation. This waiver shall be for the life of this Agreement unless the parties subsequently mutually agree to negotiate the issue as provided in Section 5 of this Article.

SECTION 2. CHANGES IN CONDITIONS OF EMPLOYMENT.

1. The parties acknowledge that during the negotiations that resulted in this Agreement, the Union and Management had the right and opportunity to make demands and proposals with respect to conditions of employment of members of the bargaining unit. However, it is understood that neither of the parties can anticipate problems that may require changes and the need to negotiate said changes. The Union agrees that the Employer may make changes to conditions of employment, provided:

a. such changes are not inconsistent with the terms of this Agreement, and;

b. the Union is consulted as provided in Section 1 (b) of this Article.

2. If during their review the Union determines that there is a significant impact on conditions of employment of bargaining unit members, the Union may, at their option, request negotiations. The Union's request for negotiations must be received in the NAF Human Resources Office within 14 calendar days of dispatch of the notification to the Union and must identify the significant impact and contain a proposal. The parties will meet within 14 calendar days of the Employer's receipt of the Union's proposal to negotiate the issue. Failure of the Union to respond within 14 calendar days will be considered acceptance of the proposed changes.

SECTION 3. REQUIRED AMENDMENTS.

Amendments to this Agreement may be required due to changes in applicable law, rule, or regulations. In such an event, the parties will meet within thirty (30) calendar days after receipt of implementing instructions for such changes for the purpose of negotiating new language to satisfy mandatory requirements.

SECTION 4. AMENDMENTS.

1. Negotiations may be opened for amendment(s) of the Agreement by mutual consent of both parties at any time. Request for such amendment(s) by either party must be written and must contain a complete text of the amendment(s) proposed. The parties will meet within thirty (30) calendar days after receipt of such notice to discuss the matter(s) involved. If the parties mutually agree that negotiations are warranted on the proposed amendment(s), such negotiations will be conducted in accordance with the procedures in the Agreement to Negotiate.

2. Amendments to this Agreement, which have been reached through mid-term bargaining, will be reduced to writing and considered appended to the Basic Agreement. This language is only intended to cover bargaining on Articles already established in this Agreement. Any copies of amendments requested by the Union will be paid for by the Union at the actual cost per copy.

SECTION 5. TIME LIMITS OF AGREEMENT

This Agreement shall be binding for a period of three (3) years after date of approval and union ratification. If either party wishes to renegotiate, said party needs to notify the other party within 30 calendar days prior to the expiration of the Agreement. If none is requested, the contract will automatically be renewed for a new 3-year period. If notice is served, negotiations will start within 30 calendar days.

SECTION 6. COPIES OF AGREEMENT.

The Union agrees to make a copy of this Agreement available to all unit members covered by this Agreement. This Agreement may also be accessed via Fort Riley Intranet. The Employer agrees to provide the first 50 copies to the Union; additional copies will be paid for by the Union.

NEGOTIATORS

The following individuals representing the Employer and the Union participated in the negotiation of this Collective Bargaining Agreement.

FOR THE EMPLOYER:

Harold Cox
Chief, Human Resources Officer
Civilian Personnel Advisory Center

Joe Krasnican
Director, Morale Welfare and Recreation
Directorate of Morale Welfare and Recreation

Eric Carter
Labor Counselor
Staff Judge Advocate Office

John B. Coers
Chief, Human Resources Officer
Civilian Personnel Advisory Center

FOR THE UNION:

Bobby J. Leister
President, AFGE Local 2324

Denis Conley
Executive Vice President, AFGE Local 2324

Christina Beauford
Chief Steward, AFGE Local 2324

Under the authority delegated by the Department of the Army, the parties hereto have agree to this Collective Bargaining Agreement this 19th day of December 2005.

FOR THE EMPLOYER:

_____Original Signed_____
Thomas T. Smith
Colonel, Infantry
Garrison Commander

FOR THE UNION:

_____Original Signed_____
Bobby J. Leister
President, AFGE Local 2324

EXECUTED UNDER THE
AUTHORITY DELEGATED BY THE
DEPARTMENT OF THE ARMY

_____Original Signed_____
Dennis E. Hardy
Major General, U.S. Army
Commanding

_____Original Signed_____
APPROVAL AUTHORITY
Department of Defense
Civilian Personnel Management Service

DATE: _____18 January 2006____