

**Collective Bargaining Agreement**

**Between**

**Fort Drum**

**And**

**National Association of**

**Government Employees (NAGE)**

**Local R2-61 (NAF)**

Executed (Signature page date): 1/27/2025

Sent to DCPAS for Agency Head Review on: 1/31/2025

Per DCPAS, if not approved or disapproved within that time (30-days), the agreement goes into effect the 31st day after execution (to the extent it is consistent with law and Government-wide regulation) in accordance with 5 U.S.C. §7114(c)(3).

Effective: 27 February 2025

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## **PREAMBLE**

In accordance with Chapter 71 of Title 5 of the U.S. Code, and subject to all applicable statutes and regulations, the following articles constitute an agreement by and between the Department of the Army, Fort Drum (hereinafter referred to as the Employer), and the National Association of Government Employees, Local R2-61 (NAF) (hereinafter referred to as the Union).

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

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

Now, therefore, the parties hereto agree as follows:

## **ARTICLE 1**

### **EXCLUSIVE RECOGNITION AND COVERAGE OF THE AGREEMENT**

The Employer recognizes the Union as exclusive representative for all Employees in the unit identified below:

INCLUDED: All Nonappropriated Fund Employees of the Department of the Army, Directorate of Family and Morale, Welfare and Recreation Division, Fort Drum, New York.

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

## ARTICLE 2

### DEFINITIONS

1. **Regular Full Time (RFT)** - Employee is one who has been appointed to serve in a continuing position and who has a basic workweek of 40 hours.
2. **Regular Part Time (RPT)** - Employee is one who has been appointed to serve in a continuing position and who has a basic workweek of 20 to 39 hours.
3. **Regular, Seasonal** - Employee is one who has been appointed to serve full-time or part-time in a continuing position with a duty and pay status of at least 6 months but less than 12 months each year.
4. **Regular Limited Tenure** - Employee is one who has been appointed to serve full-time or part-time in a position in excess of 1 year but with a known termination date.
5. **Flexible** - Employee who has been appointed to serve in a continuing or time-limited position and who is on call or scheduled for a specific number of hours each administrative workweek. Flexible Employees that have guaranteed hours must have those hours documented on the DA Form 3434. Service will be credited toward the completion of the 1-year probationary period, up to a maximum of 6 months, if the position is converted to a regular category without change in duties.
6. **Probationary** – Regular Employee who has completed less than twelve months of continuous employment.
7. **Probationary Period** - Introductory period of employment that allows the Employee and agency to determine if the Employee is suited for the job. The probationary period is the initial 1-year period of employment for RFT and RPT Employees. During this period, the Employee's conduct and performance in the duties of the position will be observed and they may be separated from NAFI employment if the conditions warrant such action.
8. **Union**. NAGE Local R2-61(NAF), National Association of Government Employees.
9. **Employer**. Directorate of Family and Morale, Welfare and Recreation Division, Fort Drum. New York.
10. **Commander**. Garrison Commander.
11. **Day**. Unless otherwise indicated calendar day.
12. **eOPF**. Electronic Official Personnel File maintained by the NAF Human Resource Office.
13. **NAF**. Non-appropriated Fund.

14. **Employee.** Bargaining unit member of the unit described in Article 1.
15. **Seniority-** the senior Employee based on length of Federal service, using service computation dates (as reflected on Employee's DA Form 3434),
16. **Abandonment of Position-** failure of an Employee to report for work at the beginning of a scheduled workday and does not obtain authorization for the absence which continues for three or more consecutive full workdays.
17. **Administrative workweek.** Is established as the seven (7) consecutive day calendar week beginning 001 Thursday through 2400 Wednesday.
18. **Overtime.** The time in a pay status by Employees in excess of 40 hours in any one week or more than eight (8) hours during a workday.
19. **Basic Workweek-**The days and hours within an administrative workweek which make up the Employees' regularly scheduled workweek.
20. **Compensatory time off** - Time off in lieu of overtime pay.
21. **Leave without pay (LWOP)** - is a temporary non-pay status and absence from duty granted at the regular Employee's request after criteria is met by the director.
22. **Absent without leave (AWOL)** – A regular Employee's absence from duty that was not authorized or approved is charged on the time and attendance record as AWOL.

## **ARTICLE 3**

### **PROVISIONS OF LAWS AND REGULATIONS**

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

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

Section 3. The Employer will provide the Union President or their designee with digital copies of the Department of Army NAF Civilian Personnel Regulations.

Section 4. The parties agree the Employer may publish an Employee Handbook which will contain established policies and information useful to Employees that is consistent with this collective bargaining agreement. The Handbook may apply to a single activity, e.g., The Peak, or all NAF activities. The Employer agrees to provide the Union a draft of any proposed handbook prior to implementation in accordance with Article 4, Negotiations. The Employer will provide the Union a digital copy of any and all finalized handbooks.



## **ARTICLE 4**

### **NEGOTIATIONS**

Section 1. Matters appropriate for consultation or negotiation between the parties are conditions of employment, defined as personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions, except for policies, practices, and matters: relating to political activities prohibited under subchapter III of chapter 73 of this title (5 U.S.C. Sections 7321 et seq.); relating to the classification of any position; or, to the extent such matters are specifically provided for by Federal statute. It is agreed that the following procedures are applicable concerning changes to the 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 of appropriate authorities.

Section 2.

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

2. Negotiation is defined as collective bargaining, which takes place during the life of the Agreement between the Employer and the Union with the objective of reaching formal written agreement with respect to personnel policies and practices and matters affecting working conditions not covered by this Agreement, so far as may be appropriate under applicable laws, regulations, and published policies.

Section 3. Procedures for Bargaining.

1. Changes to conditions of employment proposed by the Employer:

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

b. The Union shall have fourteen 14 calendar days from the date of notification to request bargaining. The request shall be in writing, but proposals do not have to be reduced to writing. This time limit may be extended by mutual agreement for the Union to meet with the Employer to discuss the proposed change.

c. If a meeting is held, the Union will have twenty-one (21) calendar days from the date of the meeting to forward written proposals to the Employer. If a meeting is not requested, the Union will have twenty-one (21) calendar days from the date the Union requests to bargain, to forward written proposals to the Employer. Upon receipt of the

Union's proposals the Employer will have twenty-one (21) calendar days to submit a response to the Union's proposals.

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

## 2. Changes to conditions of employment proposed by the Union

a. The Employer shall have fourteen (14) calendar days from the date of receipt of Union initiated proposed changes to conditions of employment to forward written proposals to the Union.

b. Bargaining will commence within fourteen (14) calendar days, unless otherwise agreed upon by the parties. The negotiations will be governed by the written ground rules agreed to by the parties prior to bargaining.

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

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

Section 6. Amendments to this agreement, which have been reached through mid-term bargaining, shall become part of and terminate at the same time as this agreement unless otherwise deliberately agreed to, in writing, by both parties.

## **ARTICLE 5**

### **EMPLOYER RIGHTS**

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

1. To determine the mission, budget, organization, number of Employees, and internal security practices of the Employer; and 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 Employer's operations shall be conducted;

c. with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion; or any other appropriate source;

d. to take whatever actions may be necessary to carry out the Employer's mission during emergencies.

Section 2. Nothing in this Article shall preclude the Employer and the Union from negotiating:

1. 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 Employer observe in exercising any authority under this Article; or

3. Appropriate arrangements for Employees adversely affected by the exercise of any authority under this Article by management officials.

Section 3. In accordance with Executive Order 14003 the Employer shall elect to negotiate over the subjects set forth in 5. U.S.C § 7106 (b) (1).

## **ARTICLE 6**

### **EMPLOYEE RIGHTS**

Section 1. The Employer and the Union agree that Employees in the bargaining unit covered by this agreement shall have the right to form, join, or assist the Union, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each Employee shall be protected in the exercise of such right.

Section 2. Employees have the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations, or agency policy.

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

Section 4. Nothing in this agreement shall require an Employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction as delineated in Article 9 of this agreement.

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

Section 6. An Employee has the right to confer with the Union during duty hours concerning grievances, complaints, appeals or other appropriate matters. An Employee desiring to confer with a Union representative will make the request to their immediate supervisor and receive approval, prior to leaving their work area. An Employee's request to meet with a Steward shall not require prior explanation of the problem to the Supervisor other than to identify the general nature of the matter. Such absences from the work area will be limited to a reasonable amount(s) of time sufficient in duration, to conduct discussion and/or actions deemed necessary. If release is not possible at the time requested due to staffing or work requirements the Employee will be advised as to a time, unless precluded by an emergency, when release is possible.

Section 7. The Parties agree that Employees and supervisors shall conduct themselves professionally and respectfully recognizing the need to accomplish the mission. The Employer agrees to treat Employees fairly and consistently.

## **ARTICLE 7**

### **UNION RIGHTS AND OBLIGATIONS**

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

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

Section 3. The Union shall be allocated 20minutes (20) to meet with new Employees at time of appointment to conduct a presentation and inform Employees that NAGE Local R2-61 (NAF) is the exclusive representative of Employees in the unit. The Union will provide management with the general nature of the presentation. The Employer will provide the Union with no less than three (3) days advanced notice of the date, time and place of the new Employee orientation. Each new bargaining unit Employee shall receive a copy of the agreement from the Union, together with a list of the officers and representatives of the Union.

Section 4. When union presentation is not available due to last minute onboarding, or other unforeseen events the Union will be provided with the Employee's name, work location, and work location phone number so that the Union may contact the Employee(s) and inform them that NAGE Local R2-61 (NAF) is the exclusive representative of Employees in the unit.

## ARTICLE 8

### UNION REPRESENTATION

Section 1. The Employer agrees to recognize the elected local officers and official representatives designated by the Union, including stewards. The Union will furnish the Employer with a list of elected officials and stewards and provide updates as they occur.

Section 2. The Union agrees, in carrying out its representational functions, to limit the number of stewards, chief steward, or officers to those required at the meeting. The number will be kept to a minimum consistent with interests of economy and efficiency, however, the Union has a right to an equal number of management representatives in all meetings.

Section 3. Designated Union representatives, if otherwise in a duty status, will be authorized official time to perform and discharge the duties and responsibilities of their position as it relates to:

1. Attend formal discussions in accordance with 5 U.S.C. § 7114 ;
2. Consult and or negotiate with the Employer concerning personnel policies, practices and or conditions of employment;
3. Assist Employees with the preparation and/ or presentation of grievances, complaints and appeals;
4. Investigate alleged violations of the CBA, attend negotiation meetings, and attend impact and implementation bargaining;
5. Attend Management scheduled meetings;
6. Prepare and present in hearings before the FLRA, FSIP, arbitration or other applicable jurisdictional body;

Section 4. In accordance with 5 USC §7131 (d) the agency and the Union agree to the following:

1. Except as provided in the preceding subsections of this section-
  - a. any Employee representing an exclusive representative, or
  - b. in connection with any other matter covered by this chapter, any Employee in an appropriate unit represented by an exclusive representative, shall be granted official time in any amount the agency and the exclusive representative involved agree to be reasonable, necessary, and in the public interest.

c. In support of the overall Bargaining Unit Employees (BUE's) strength, the Union will be provided a pool of 832 hours per year to be used by the President and Vice President. A reasonable amount of official time may be used by all remaining elected Officers and Stewards, to engage in permissible official time activities.

Section 5. The Union agrees to request official time with as much advance notice as possible. If release is not possible at the time requested due to staffing or work requirements, the Employee will be advised as to a time, unless precluded by an emergency, when release is possible. Representatives entering Employees' work area will notify the supervisor present in the work area prior to conducting Union business. Official time will be recorded as agreed to by the parties.

Section 6. In the interest of efficient conduct of Government business and the economical use of Government time, activities concerning the internal management of the Union, including but not limited to soliciting membership, collecting dues, campaigning for Union office, and conducting elections for Employee organization officers will be conducted outside of regular working hours.

Section 7. The Employer will recognize representatives of the NAGE National Office. The Union or the national representative shall provide advance notice to the NAF Human Resource Officer, or their designee, of visits to be made by representatives of the National Office.

Section 8. Each NAF activity will provide the Union space on their official bulletin board. Information posted by the Union will not violate any laws, regulations, or contain libelous or unethical materials. The Union will ensure the space provided is kept in a neat, orderly manner, and that all materials are accurate and current. Only the Union will be authorized to modify the content on the board.

Section 9. Representatives of the Union will be authorized reasonable access to telephones of the Employer, as needed while conducting authorized representational activities.

Section 10. Excused absence, with pay ordinarily not more than forty (40) hours within a calendar year, will be granted to each Union representative to attend Union sponsored training, when at least a (14) calendar days advance notice has been provided.

## **ARTICLE 9**

### **PAYROLL WITHHOLDING OF UNION DUES**

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

1. The Employee receives an established amount of pay that is sufficient after legal deduction and other authorized allotments to cover the full amount of the allotment for the established dues.
2. The Employee has voluntarily completed a request for such allotment from their pay with full knowledge of the limitations on revocation of the authorization.
3. The Employee is included in the unit for which exclusive recognition has been granted.

Section 2.

1. The Union agrees to provide the prescribed authorization form, SF-1187, and to receive completed forms from eligible members who want to request allotment. The president or their designee is designated to receive completed forms, to enter the current amount of regular dues to be deducted for the member each pay period, and to determine whether the member is in good standing in the Union. The Employee will then complete the required request for certification and submit the forms to the NAF Human Resources Office (HRO), who will then send them to the Payroll Office.
2. Allotments authorized on properly completed and certified forms which are received in the NAF Payroll Office three (3) workdays before the beginning of a complete pay period will be processed for that pay period.

Section 3. The NAF Payroll Office will withhold the amount of regular dues set by the Union from the pay of each Employee for whom it has a properly executed current allotment authorization. If the amount of regular dues is changed, the Union will notify the Employer in writing of the change.

Section 4. The NAF Payroll office will terminate an allotment:

1. At the end of the pay period following notification of loss of exclusive recognition by the Union.
2. At the end of the pay period, or during which, an Employee separates from the Employer or moves to a position not included within the unit of recognition.
3. At the first complete pay period after written notification is received from the Union that an Employee is no longer a member in good standing in the Union.



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

Section 5. A link to print SF-1188's will be provided to the Union. An Employee may request one of these forms personally. The form will be released only upon proper request of an Employee.

Section 6. Remitting the amounts withheld. Upon disbursement for each pay period, the NAF Payroll Office will certify for payment the net amount withheld. The electronic transfer of funds is authorized for the transmittal of Union dues. The remittance of the dues withheld will be sent to: Comptroller, Fiscal Office, National Association of Government Employees, 159 Burgin Parkway, Quincy, Massachusetts 02169. The payment will be accompanied by a list of the Employees designated by their Union local number, who have current allotment authorizations on file; the amount withheld from each Employee's pay, a statement showing the total amounts withheld; and the net balance remitted. Also identified will be those Employees whose pay was not sufficient to cover the full amount of the deductions and those whose allotments are being terminated at the beginning of the next pay period. An electronic copy of this listing will also be provided to Local R2-61 (NAF)

## **ARTICLE 10**

### **UNION USE OF FACILITIES AND COMPUTERS**

Section 1. Adequate facilities will be provided to the Union for the purpose of preparing for grievances, hearings and labor/management matters. This is understood to include for the Union officers and stewards to consult with aggrieved Employees or for the Union officers to consult with the stewards as required on individual cases.

Section 2. The Employer agrees to provide office space to the Union for the purposes of assisting it in its duty to represent the members of the bargaining unit. The Union agrees it will share the space made available to it with other NAGE units representing bargaining units recognized on Fort Drum. All maintenance costs for fair wear and tear will be borne by the Employer. The Union is responsible for cleaning the office.

Section 3. The Employer agrees the Union can check out equipment, materials and furniture from management by signing a written confirmation for receipt for such items. This includes computer equipment, excess to the needs of the installation for use in the office space provided on the installation.

Section 4. If for any reason the other NAGE units representing bargaining unit Employees recognized at Fort Drum or the NAF NAGE Bargaining Unit no longer are able to share space the employer will allocate an office space to the Union. The space will be sufficient in size to accommodate 2 desk, 2 computers, and a file cabinet.

Section 5. The Employer will allow the Union to utilize the post mail distribution system for reasonable amounts of correspondence between Union officials, bargaining unit members, and management. Internal union business mailings will not be distributed through the post mail distribution system. The Union may use provided computer equipment to obtain an E-mail account to provide for efficient and effective communication between management and the union. The Employer will provide the assistance necessary to initiate such service to the Union as it would to any other installation office.

Section 6. Officers and stewards will be allowed reasonable use of Employer copying machines to copy documents necessary to accomplish their representational duties. Internal Union business materials or internal newsletters will not be copied on government copying machines. Union officials, with their supervisors' approval, will be permitted reasonable use of the communication equipment in their work area only for the purpose of performing representational activities.

Section 7. The union will ensure they use their officially issued military email when conducting business that contains PII between themselves and management in order to maintain ARMY computer security compliance.

## **ARTICLE 11**

### **HOURS OF WORK**

Section 1. The administrative work week is established as the seven (7) day calendar week beginning 0001 Thursday through 2400 Wednesday. The basic work week for RFT Employees will have two consecutive days off. The Employer will take reasonable efforts to schedule all other Employees for two consecutive days off.

Section 2. Lunch periods will be scheduled for not less than 30 minutes, nor more than one hour. Rest period(s) will not be combined with a lunch period unless mutually agreeable between the Employee and management. Employees scheduled to work six hours or more shall have a lunch period. Lunch periods will not normally be considered as time worked. When a normal lunch period is not feasible in a shift, a 20-minute lunch period will be permitted and considered as time worked for which compensation is allowed. Employees will not be required to use any portion of their lunch or rest period when the Employer requires an Employee to travel to and from their normal worksite.

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

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

Section 5. Prior to any changes to the Employee's work schedule, the employer shall provide the Employee with a minimum of three (3) workdays advance written notice. The Employer will also furnish the Employee with the reason(s) for the change in the work schedule.

Section 6. Weather essential Employees will work in an "on call" status from 1 November – 1 April to manage inclement weather conditions. Staff will be delegated and notified in writing prior to the season. Child and Youth Service Maintenance Workers (MVO) are considered weather essential.

Section 7. Employees of food service activities (currently the Bowling Center) who are entitled to a meal break, working 6 hours or more, will receive an Employee meal at a 50% discount on their meal break, from a designated list of items. Food activity Employees shall receive unlimited designated beverages without charge while on shift.

Section 8. The Employer agrees to make every effort to use flex Employees to fill temporary vacancies, such as call outs and absences, before reassigning permanent Employees.

## Section 9. Smoking

1. Smoking is prohibited in all Government vehicles, buildings, and within 50 feet of entranceways, or in accordance with regulations and policies.
2. Outdoor smoking areas will be designated that provide some measure of protection from the elements and where it does not expose others to secondhand smoke.
3. Employees may take their breaks in increments to be allowed to smoke. This will be done with the approval of the supervisor.

## **ARTICLE 12**

### **OVERTIME**

Section 1. Overtime is defined as time in a pay status by Employees in excess of 40 hours in any one work week or more than eight hours during a workday. Employees qualifying for overtime will have their time computed at one and one-half (1 1/2) times their regular rate of pay. An Employee may request compensatory time in lieu of overtime in accordance with law, rule, or government-wide regulation. The determination as to whether an Employee will be compensated overtime or compensatory time will be made prior to the performance of overtime.

Section 2. Overtime shall be rotated equitably among Employees in each work area (e.g., The Peak, Child Care Centers, etc.) consistent with Employee classification (i.e., custodial workers, laborers, etc.). Records of overtime worked shall be maintained and made available to the Union President. The Employer agrees that an Employee's overtime work record will be confidential and not shared with other bargaining unit Employees.

Section 3. When overtime is required to meet mission, the Employer will provide the Employee with as much advance notice, if possible. The Employer will first solicit volunteers to work overtime. For involuntary overtime, the Employer will use inverse seniority, position and individual qualifications for the job, and least amount of overtime worked criteria.

Section 4. An Employee called in to perform overtime shall be paid a minimum of (2) two hours regardless of whether required to work the (2) two hours or not.

Section 5. Employees who are required to work overtime, without prior notice in emergency cases, will be allowed a reasonable amount of time to use their cellphones to make notifications.

Section 6. Overtime will be paid in 15-minute increments.

Section 7. The Employer agrees that Employees accrued compensatory time off will be liquated (paid out the Employee) if not used by the end of the 26th pay period after the pay period during with the compensatory time was earned.

## **ARTICLE 13**

### **HOLIDAYS**

Section 1. Holiday pay will be paid to regular Employees under the following conditions:

1. A regular Employee who is precluded from working due to observance of a holiday is entitled to the basic rate of pay for regularly scheduled non-overtime hours as if the Employee had worked.
2. A regular Employee who is required to perform duty on a holiday that falls within the Employee's regular schedule will be paid the basic rate plus premium pay at a rate equal to the basic rate of pay regularly scheduled non-overtime hours.
3. Premium pay for holiday work is in addition to overtime pay, night shift differential, or premium pay for Sunday work and is not included in the rate of pay used to compute overtime pay, night shift differential or Sunday premium pay.

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

## **ARTICLE 14**

### **ADVERSE WEATHER AND CONDITIONS**

Section 1. The closing of an activity for a brief period is within the administrative authority of the Employer. During any period of shutdown or reduced operations the Employer will excuse nonessential regular Employees without charge to leave. Excused flexible Employees will be paid for at least two hours or for the actual amount of time they worked if more than two hours.

Section 2. When the Employer decides during non-duty hours to operate on a reduced basis or close the activity due to adverse weather conditions, the Employer will notify Employees.

Section 3. If conditions develop during nonworking hours which make it difficult for Employees to arrive at work on time, management may excuse Employees for short periods of tardiness without charge to leave. Those Employees who are unable to report for work due to inclement weather may request annual leave

## ARTICLE 15

### ANNUAL LEAVE

Section 1. Annual Leave will accrue for all hours in a pay status (this includes when an Employee is on approved paid leave) up to a maximum of 40 hours per week at the following rates:

1. Regular Employees with less than 3 years of \*creditable service will accrue 5 percent.
2. Regular Employees with 3 years but less than 15 years of creditable service will accrue 7 ½ percent. (As an exception, for the final bi-weekly period of the leave year, it will accrue at the rate of 12 ½ percent of the total non-overtime hours.)
3. Regular Employees with more than 15 years of creditable service will accrue 10 percent. \*Creditable service for annual leave accrual information is covered in Army Regulation 215-3.

#### EXAMPLES:

For a Regular Full-Time Employee:

Creditable Service	Percentage	Pay Status Hours (per Week)	Leave Accrued (Hours)	Pay Status Hours (per Pay Period)	Leave Accrued (Hours)
0 – 3 years	5%	40 (RFT)	2	80 (RFT)	4
3 – 15 years	7.5%	40 (RFT)	3	80 (RFT)	6
15 + years	10%	40 (RFT)	4	80 (RFT)	8

Similarly, for a Regular Part-Time in a Pay Status or 20 hours per week or 40 hours per pay period:

Creditable Service	Percentage	Pay Status Hours (per Week)	Leave Accrued (Hours)	Pay Status Hours (per Pay Period)	Leave Accrued (Hours)
0 – 3 years	5%	20 (RPT)	1	40 (RPT)	2
3 – 15 years	7.5%	20 (RPT)	2	40 (RPT)	4
15 + years	10%	20 (RPT)	3	40 (RPT)	6



For a Regular Part-Time in a Pay Status or 30 hours per week or 60 hours per pay period:

Creditable Service	Percentage	Pay Status Hours (per Week)	Leave Accrued (Hours)	Pay Status Hours (per Pay Period)	Leave Accrued (Hours)
0 – 3 years	5%	30 (RPT)	1.5	60 (RPT)	3
3 – 15 years	7.5%	30 (RPT)	2.25	60 (RPT)	4.50
15 + years	10%	30 (RPT)	3	60 (RPT)	6

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

Section 3. The Employer shall grant emergency leave on an individual basis dependent upon the nature and circumstances of each case. The Employee will call their supervisor, or designee, two hours prior to their shift or as early as practicable on the first day of the absence. If persons designated are not available, the Employee must leave a message with the person accepting the call and provide reason for the absence and anticipated duration. Such calls meet the requirement of reporting the unscheduled absence.

Section 4. Requests for annual leave for reasons other than vacation periods will be favorably considered when workload permits. Request for annual leave for the same day and same shift shall be approved on a first received basis. In the event two or more request for the same period are received on the same day and staffing requirements prevent the granting of all leave request, the conflict shall be resolved on the basis of Employee seniority as defined in the definition article of this Agreement. A determination will be given as soon as possible, but normally not later than two workdays after receipt of a request for leave.

Section 5. An annual leave vacation schedule for periods of one or more consecutive weeks may be scheduled on a yearly basis. Employees will submit their request for vacation leave in writing to their supervisor at least sixty (60) days prior to the scheduled vacation. Vacation leave request shall be approved on a first received basis. In the event of a conflict in vacation leave scheduling among Employees, the conflict shall be resolved on the basis of available leave balance and then Employee seniority as defined in the definition article of this Agreement. The most senior Employee will be given first choice concerning the scheduling of a single period of leave. Upon an Employee's request, the supervisor may change the schedule providing it will not affect the choice of another Employee unless such Employee agrees to change.

## **ARTICLE 16**

### **SICK LEAVE**

Section 1. In accordance with applicable regulations a regular Employee is entitled to sick leave with pay which accrues on the basis of four (4) hours for each 80 hours of work. Sick leave, which is not used by an Employee, accumulates for use in succeeding years.

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

Section 3. Requests for sick leave will be made in advance of scheduled appointments for medical, dental or optical treatment. Other sick leave absences will be reported by contacting the immediate supervisor or designee (2) two hours prior or as early as practicable on the first day of the absence. When persons designated are not available to be contacted, the Employee will leave a message with the person accepting the call, providing the reasons for the absence and anticipated duration. Such calls meet the requirement of reporting unscheduled absences. When absence for incapacitating illness or injury will be for a period of more than three consecutive workdays, it is the Employee's responsibility to keep the Employer informed of the date on which the return to duty is expected.

Section 4. Medical documentation is required for periods of absence of sick leave in excess of three (3) consecutive workdays, or for lesser periods when there is a substantial reason to believe an Employee has engaged in a practice or pattern of unscheduled sick leave.

Section 5. The Employee will be notified of this requirement prior to their return to duty, to include whether self-certification is acceptable. This documentation should be furnished to the Employer upon return to duty. Signed statements by Employees explaining the nature of their illnesses may be accepted when it is unreasonable to require medical documentation.

Section 6. When there is reason to believe an Employee's sick leave privilege has been abused, medical documentation may be required prior to approving additional sick leave. In such cases, the Employee will be advised in writing that a medical certificate will be required to support a future grant of sick leave, regardless of duration. The Employer will review the official sick leave record of each Employee required to furnish medical documentation at least semi-annually to determine if the requirement is still necessary. The Employee will be notified, in writing, of the results of this review.

## **ARTICLE 17**

### **EXCUSED ABSENCES/ADMINISTRATIVE LEAVE**

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

Section 2. Employee may be granted excused absences or administrative leave for other purposes as mission allows and at the discretion of management.

Section 3. Tardiness. Employees are expected to report for work on time and to be present for the prescribed tour of duty. Reasons for tardiness shall be reported promptly to the Employee's supervisor. Infrequent tardiness should be excused by the supervisor. Frequent instances of tardiness or lengthy periods of tardiness may be charged to annual leave or absence without leave as appropriate.

Section 4. Bone-marrow and Organ Donation: A RFT Employee may, in any calendar year, use:

1. Up to 56 hours of paid administrative leave under this section to serve as a bone marrow donor; and
2. Up to 240 hours of paid administrative leave to serve as an organ donor.

Section 5. An RPT or regularly scheduled FLX Employee may use a pro-rated amount of administrative leave for these purposes, directly proportional to the number of hours in their administrative workweek.

## **ARTICLE 18**

### **FAMILY MEDICAL LEAVE ACT (FMLA)**

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

1. For the birth of the Employee's child or to care for the child after birth occurs; or for the placement, adoption or foster care of a child;
2. To care for the Employee's spouse, son, daughter, or parent who has a serious health condition;
3. For a serious health condition that makes the Employee unable to perform their job.
4. Employees will be permitted to use sick leave for purposes related to the adoption of a child. Employees shall be required to request, to the extent possible, advance approval to use sick leave for adoption-related purposes. When required by the exigency of the situation, the Employer may advance up to 30 days of sick leave for adoption-related purposes.

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

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

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

Section 5. Job benefits and protection include the following:

1. For the duration of FMLA leave, the Employer shall continue paying the Employer's share of the group health plan. Employees may pay the Employee share of the premiums on a current basis or may incur a debt and pay their share upon return to pay and duty status.
2. Upon return from FMLA leave, Employee(s) shall be restored to their original positions, or equivalent positions with the same pay, benefits, and other employment terms.
3. The use of FMLA leave shall not result in the loss of any employment benefits which accrued prior to the start of an Employee's leave.

Section 6. The use of sick leave to care for a family member who is afflicted with a communicable disease is primarily based on the need to prevent the spread of contagious disease in the workplace. When health authorities or health care providers determine, and the Employee provides a copy of the determination to the Employer, that an Employee's exposure to a communicable disease would jeopardize the health of other Employees, the Employer shall authorize the use of available sick leave to the Employee for the entire period of time during which the danger to the health of other Employees exists. If an Employee's sick leave balance is not sufficient, the Employee may request annual leave or leave without pay or if eligible request participation in the voluntary leave transfer program.

Section 7. In order for an Employee to participate in the voluntary leave transfer program to care for a family member, they must use all available accrued leave including sick leave before applying to participate in such programs.

## **ARTICLE 19**

### **COURT LEAVE**

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

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

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

## **ARTICLE 20**

### **LEAVE WITHOUT PAY**

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

Section 2. Employees who are granted LWOP are still responsible for paying their share of health and life insurance costs. It is incumbent upon Employees to make arrangements to pay their share. If an Employee on extended LWOP falls in arrears per their signed LWOP agreement, then their insurance coverage may be terminated.

## **ARTICLE 21**

### **JOB DESCRIPTIONS AND CLASSIFICATION**

Section 1. Assignment of Position Description (PD) and classification, to include the appeals process will comply with all applicable laws and regulations.

Section 2. Positions Descriptions for each category of Employee in the unit will be prepared and grade determination made in accordance with applicable laws and regulations. Standardized Position Descriptions will always be used.

Section 3. The Employer agrees to furnish each Employee an up-to-date copy of their Position Description upon assignment to the position and when their Position Description or duties change and are agreed upon. If a position description does not exist Employees will be given a statement of duties for any assigned position.

Section 4. When an Employee is assigned a major duty that is not covered in the current Position Description and it is expected to be a continuing requirement, the supervisor will initiate a desk audit with the NAF HRO and if it is determined that a new Position Description is appropriate, a management directed reassignment with proper notification to all parties will be issued.

Section 5. Each Employee will be afforded the opportunity to discuss with the Employer their position description to determine if the description is accurate. During these discussions, the Employee may be accompanied by a Union Representative if requested. Grievance regarding unresolved matters in this context will begin at Step 1 of the negotiated procedures.

Section 6. Procedure for Classification Appeals:

1. Pay Band Positions. When an Employee believes that the grade or classification of their position is incorrect, they will discuss the matter with their supervisor. The supervisor may request assistance from the NAF CPO/HRO. If there is no resolution at the supervisor level, the appeal will be submitted in writing to the NAF CPO/HRO. If it is not resolved at Fort Drum, an opinion will be requested from higher headquarters. The Employer agrees to be bound by the opinion.

2. FWS Positions. If the Employee does not receive sufficient explanation or unsatisfactory resolution with the supervisor and NAF CPO/HRO, the Employee may submit a written appeal in accordance with applicable regulations.



## ARTICLE 22

### PERFORMANCE EVALUATION

Section 1. All Employees will receive an annual performance appraisal. All Employees will receive performance standards, in advance of their performance period. After the initial probationary performance appraisal, Employees will be placed on the Army IMCOM established NAF Performance Evaluation Rating Cycle. Performance appraisals are then issued to the Employee and the NAF HRO within 45 days from 1 April.

Section 2. Each Employee's performance will be evaluated fairly and objectively and accomplished in accordance with this Agreement on the Employer's published policies. The parties acknowledge there are five summary performance categories (from highest to lowest): (1) Outstanding, (2) Excellent, (3) Satisfactory, (4) Minimally Satisfactory, and (5) Unsatisfactory.

1. Annual pay increases for pay-banded Employees related to performance appraisals will be as follows:

Rating Percent Increase

Unsatisfactory -0-

Minimally Satisfactory -0-

Satisfactory 1 -1.5%

Excellent 2 -2.5%

Outstanding 3 -3.5%

b. If an Employee is at the top of the pay band, they will receive a Cash Award or Time Off Award equivalent to the percentage increase.

Section 3. Each Employee will be provided a copy of their appraisal prior to it being made a part of their eOPF at which time it will be discussed with the Employee.

Section 4. The Employee has a right to grieve their performance evaluation. However, a grievance may not be filed concerning the identification of critical job elements or the establishment of performance standards.

Section 5. The Employer will counsel Employees in relation to their overall performance on an as-needed basis and when the Employee's performance drops below a satisfactory level. Instructions and guidance to correct performance as well as counseling actions will occur discreetly and in a constructive manner to avoid embarrassing an Employee in front of their peers.

Section 6. Performance actions (i.e. reassignment, demotion, or separation for failing to meet established requirements for satisfactory performance for one or more critical major duties shall be processed in the same manner as disciplinary actions (see Article 37). A grievance resulting from a performance action will be filed at Step 2 of the Negotiated Grievance Procedure.

Section 7. When an Employee is determined to be failing to meet established levels of performance and prior to initiating a performance action, the supervisor will notify the Employee, in writing, of the specific elements for which performance is unsatisfactory. The Employee will be informed of the level of performance that must be attained, the areas of deficiency, and a plan and the time that will be allowed to provide a reasonable opportunity to achieve the required level of performance, no less than 30 days.

Section 8. Interim ratings. Commanders may establish procedures and criteria for providing interim performance ratings. If established, interim appraisals will cover no less than a minimum period of 90 calendar days.

## **ARTICLE 23**

### **DETAILS AND TEMPORARY PROMOTIONS**

Section 1. A detail is a temporary assignment of an Employee to a position (different series or grade) other than their permanent position. A detail may be at an equal, higher, or lower grade level than the Employee's personal grade, for a specific period of time. An Employee need not qualify for the position to which detailed. Upon completion of the detail, the Employee returns to their permanent position.

Section 2. Details will be made for brief periods to meet the particular needs of the mission requiring the temporary service of the Employee.

Section 3. All Employees will be fairly considered for details to a higher-grade position or a position with known promotion potential.

Section 4. Selections of Employees for detail assignments will be made on a fair and impartial basis. The selecting official shall be responsible for informing the Employee of the detail assignment, reasons for the assignment, duties to be performed, estimated duration, and for establishing controls to ensure that details are properly recorded and timely terminated.

Section 5. Noncompetitive details will normally be made from and among Employees within the directorate concerned. This does not limit the Employer's right to go outside the directorate as necessary.

Section 6. All details will be documented in the Employee's eOPF with a memorandum for record and a Position Description or set of major duties, and a DA Form 4017 (or other appropriate form). When applying for a promotion, an Employee may present information relative to detail assignments if they believe such information has a bearing on their qualifications.

Section 7. A noncompetitive temporary promotion may not exceed 180 days in any 12-month period. The Employee is returned to the previous position at the appropriate rate of pay when the temporary promotion expires on the not to exceed date.

## **ARTICLE 24**

### **PROMOTIONS AND PLACEMENT**

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

Section 2. Regular positions except transfers, reinstatements, voluntary down grades, and placement resulting from a BBA, will have an announcement prepared and electronically posted and placed on official bulletin boards of all facilities where NAGE R2-61 bargaining unit Employees are assigned to alert candidates that a vacancy exists. The posting period will be for a minimum of seven (10) consecutive days. The Employer agrees to furnish the Union one digital (1) copy/notification to the Union Official Group Email Account of each vacancy announcement at the time of posting.

Section 3. NAF HRO will notify all unsuccessful Employee applicants in writing at the completion of the selection process. Failure to be selected when proper promotion procedures are used is not a basis for a formal complaint or grievance. However, at the Employee's request, a NAF HRO representative will review the application and discuss steps to improve the Employee's promotion potential for future opportunities.

Section 4. Grievances concerning an Employee's eligibility and/or qualifications may be initiated at Step 2 of the Negotiated Grievance Procedure within 15 calendar days of receipt of notification.

Section 5. Child care workers will be provided training by the Employer commensurate with their Individual Development Plan to reach full performance level for promotion potential.

Section 6. The Army Nonappropriated Fund (NAF) Civilian Employment Assignment Tool (CEAT) is an employment transfer program developed by Headquarters, Army Materials Command that allows eligible Employees the opportunity to request a non-competitive transfer without break in service, from one Army location to another where the same position may be available. Both the agency and the NAF HR Office will advise and implement in accordance with the programs current policy and requirements. Supervisors will advise all Employees on the tool and provide them with the current program guide so Employees can make an informed decision, ask questions, and consult with the agency or the NAF HR office, on their eligibility and the use of this tool.

## **ARTICLE 25**

### **BUSINESS BASED ACTIONS (BBA)**

Section 1. BBA's as used herein is defined as the Employer's action to reduce the number of occupied positions within the bargaining unit requiring the use of BBA procedures as set forth in this Article. This Article contains all of the specific arrangements agreed to by the parties.

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

Section 3. For the purposes of this Article the "BBA Element" is defined as all activities of the Employer which are represented by the Union. Employees affected by the BBA will be placed on a retention list according to job series, grade and Adjusted Service Computation Date (ASCD).

1. The last three performance appraisals received in the last four years will be considered. Missing performance appraisals will be presumed to be satisfactory. If not employed long enough to receive three appraisals, only those appraisals received (or should have received) will be considered.
2. Outstanding ratings will be worth 20 years, Excellent ratings will be worth 16 years, and Satisfactory ratings will be worth 12 years. The appraisals will be averaged with the result being subtracted from the Employee's service computation date to obtain ASCD.
3. Employees' will be affected by BBAs in order of their ASCD, most recent ASCD first.
4. When a tie exists after the computation of ASCD, the tie will be broken by a coin toss.

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

1. Initiate a hiring freeze on new Employees, where appropriate.
2. Curtail conversion of flexible Employees to regular Employees.
3. Separate probationary Employees who are in positions which may be filled by Employees affected by the BBA.
4. Honor requests for retirement from those Employees who are eligible.

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

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

Section 6. By highest to lowest grade, when two or more grades are involved, Employees with the earliest ASCD will be considered for placement as provided below. Employees with the highest retention score will have preference in placement over Employees with later ASCD in the same grade level.

1. Continuance in the same position.
2. Lateral to a vacant position.
3. Lateral to a position (of the same series and grade) held by a probationary Employee, or to a position (of the same series and grade) held by an Employee in a lesser job category, i.e. RFT to RPT, RPT to FLEX.
4. Downgrade to a vacant position.
5. Downgrade to a position held by a probationary Employee or to a position held by an Employee with a later ASCD, if the position has the same title, series, and grade as a position previously held by the Employee at Fort Drum prior to assignment to the current position under BBA, provided the Employee remains qualified to perform the duties and responsibilities.
6. Separation.

Section 7. RFT and RPT Employees shall be given sixty 60 calendar days' notice of transfer, downgrade, or separation. Flexible Employees shall be given seven (7) calendar days' notice of transfer, downgrade, or separation. The notice will include the action to be taken, the effective date, and salary retention information.

Section 8. The Employer further agrees that separated Employees in a BBA will be offered positions at the same or lower grade from which separated for which they are qualified that develop within two years after the BBA, providing such Employees maintain an application on file with the personnel office and respond to a letter sent to the address of record within ten days from date of such letter. A copy of such letters will be furnished to the Union. If the Employee does not respond, their name will be removed from the

reemployment list. Employees will be reinstated to positions in order of ASCD, with the Employee with the earliest ASCD being reinstated first.

Section 9. The parties agree to the following arrangements for Employees affected by the BBA.

1. The Employer will conduct seminars during working hours for all affected Employees regarding benefits available to them, including reinstatement eligibility, the insurance continuation options, the Portability Act, severance pay, pay retention, unemployment compensation, and information on any other outplacement assistance available under the terms of this agreement. The Employer will contact the appropriate state Unemployment Office and request that a representative of that agency attend the seminars to brief affected Employees on procedures to be followed in filing unemployment benefit claims, as well as any outplacement services available. A designated Union Representative will be invited to attend these seminars. The seminars will be conducted no later than one week prior to the effective date of the BBA.

2. If ten (10) or more Employees are to be separated, a job information bulletin board will be created. A committee, composed of one representative each from the Employer and the Union, will contact local Employers to obtain information on job availability or interest in affected Employees. Any other information which would be beneficial to affected Employees in job search efforts will be posted on these bulletin boards.

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

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

5. The Employer will develop a list of Federal Employers within the local commuting area and contact those Employers by telephone to determine whether positions are available for Employees affected by the BBA. The Employer will also request information regarding application procedures and make that information available to affected Employees. There will be an initial contact, and follow-up contacts by telephone.

Section 10. Severance pay will be paid as follows:

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

- a. A RFT is changed to RPT and the Employee declines the offer and is separated.
- b. A RPT or RFT appointment is changed to FLEX.
- c. A RFT or RPT appointment is changed to seasonal and the Employee declines the offer and is separated.
- d. An Employee is separated.
- e. An Employee who is to be furloughed for a period greater than 60 days declines the furlough and is separated.

Section 11. Computation. The amount paid will be 2% of annual salary for each year of NAF service and also APF service if the Employee moved from a DoD APF position subsequent to 1 January 1987 and without a break in service of more than 3 days. For part-time/flexible Employees this will be computed on the most recent 12 months earnings as reflected in payroll records. For portions of years in excess of one year, the amount will be prorated. Periods of service for which severance pay has previously been granted will not be counted.

- 1. The Employer agrees that accrued Annual Leave will be paid in a lump sum.
- 2. The Employer will counsel Employees on retirement contribution options.
- 3. The Employer will waive separated Employees' indebtedness for any advance sick leave granted.
- 4. Employees who have been identified for separation due to BBA will be allowed administrative leave, in increments of no less than two hours, for scheduled interviews, provided the Employees apply for leave in advance. Such Administrative Leave shall be granted throughout the advance notice period.



## **ARTICLE 26**

### **EMPLOYEE RECOGNITION**

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

## **ARTICLE 27**

### **TRAINING AND EMPLOYEE DEVELOPMENT**

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

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

Section 3. The agency will provide necessary on the job orientation and will allow time for the Employee to complete agency required trainings.

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

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

## **ARTICLE 28**

### **EMPLOYEE ASSISTANCE PROGRAM**

Section 1. The Employer and the Union recognize the need to assist Employees whose job performance or conduct are adversely affected by personal or workplace related problems. The Union supports the Employer's Employee Assistance Program as a means for providing information, education, and other appropriate assistance or referral services for Employee problems.

Section 2. The Employer will consider the Employee's positive efforts in seeking assistance when determining whether disciplinary or adverse actions will be taken.

Section 3. Records created and maintained by the Employee Assistance Program in relation to an Employee's participation in the program are confidential. Such records will only be released outside the Program in accordance with law, which provides in part they will not be released to the Employee's supervisors without specific written consent of the Employee. Both the Union and Employer encourage Employees to self-refer if they believe they are in need of the short-term counseling services of the Employee Assistance Program. Such self-referrals and the services provided are not reported to the Employee's supervisor unless the Employee consents to the release of the information, i.e. for administrative leave use purposes.

Section 4. An Employee may seek services from the Employee Assistance Program without jeopardizing job or promotional opportunities.

## **ARTICLE 29**

### **EQUAL EMPLOYMENT OPPORTUNITY**

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

Section 2. An Employee who believes they have been discriminated against may contact EEO. If the Employee contacts EEO, it must be within 45 calendar days of the discriminatory act or of the Employee becoming aware of a discriminatory act. An Employee may have a personal representative of their choice, as provided by regulation, in pursuing an EEO complaint.

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

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

## **ARTICLE 30**

### **HEALTH AND SAFETY**

Section 1. The Employer will exert every reasonable effort to provide and maintain safe working conditions and industrial health protection for the Employees, using applicable rules, regulations, and directives. The Union will cooperate to achieve that end and will encourage all Employees to work in a safe manner and to use prescribed personnel protective equipment.

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

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

Section 4. The Union will encourage all Employees to report all accidents immediately, as required by existing regulations. The Employer will comply with regulations concerning reporting of accidents and providing medical services to Employees. When an Employee is injured on-the-job and medical treatment is necessary, administrative leave will be granted for the initial first aid treatment on the day of the injury through their scheduled shift.

Section 5. The Employer will always ensure that health standards are maintained. All required personnel will receive physical examinations and immunizations when applicable according to policies and regulations.

Section 6. No Employee will be required to lift items or operate machinery or equipment in which they reasonably believe that, under the circumstances, the task poses an imminent risk of death or serious bodily harm, coupled with a reasonable belief that there is an insufficient time to seek effective redress through normal hazard reporting and abatement procedures.

Section 7. Employees shall not be required to work alone in areas where their health and safety would be endangered by doing so.

Section 8. Non-slip mats/flooring shall be placed in hazardous areas.

Section 9. No childcare worker Employee at a CDC or SAC shall be alone with children unless there is a functioning video system working.

Section 10. The Employer will advise an Employee of child abuse allegations before or at the same time of any temporary reassignment.

## **ARTICLE 31**

### **SPECIAL TOOLS AND UNIFORMS**

Section 1. The Employer agrees to provide special tools, special equipment, and uniforms when required for the performance of Employee duties.

Section 2. The Employer agrees to maintain special tools and special equipment required for the performance of Employee duties.

Section 3. Employees are required to clean and maintain their uniforms unless other provisions apply. When the uniforms become unusable due to fair wear and tear, Employees will be able to turn in the old uniform item for a new one. Employees may be required to pay for uniforms damaged through other than fair wear and tear (negligence). When Employees no longer work in areas where a uniform is required, they will turn in their issued clothing.

Section 4. It is recognized by the parties that Employees work in a customer service business and must wear clothing appropriate to serve the public. Clothing must be clean and not in disrepair.

## **ARTICLE 32**

### **TRANSPORTATION**

Section 1. The Employer will provide safe and adequate transportation for all Employees who are required to use government vehicles. Adequate seating and safety equipment will be provided for Employees required to ride in government vehicles. Employees must follow all laws, regulations, and policies governing use and operation of a government vehicle.

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



## **ARTICLE 33**

### **WAGES AND WAGE SURVEYS**

Section 1. Wage surveys will be conducted, and the results will be implemented in accordance with statutory and regulatory directives. All Employees shall be paid in accordance with statute and applicable regulations.

Section 2. Appropriate information provided to the installation concerning wage surveys will be provided to the Union.

Section 3. Employees who serve as official data collectors in a local wage survey or who make presentations at hearings before the Wage Survey Committee will be authorized official time for these activities.

Section 4. The Employer will pay Sunday premium pay to regular pay band Employees at the rate of 25% of the Employee's basic rate of pay for all hours of a non-overtime tour of duty when any part of the scheduled tour is performed on Sunday (including periods of leave and holidays).

Section 5. Pay band Employees shall receive night shift differential at the rate of basic pay plus an additional 10 percent of that rate for all regular scheduled work between the hours of 6:00 p.m. and 6:00 a.m. (including periods of leave and holidays).

Section 6. All checks will be direct deposited and leave and earning statements will be made available electronically on the DFAS MyPay Website.

## **ARTICLE 34**

### **HEALTH INSURANCE AND RETIREMENT**

Section 1. All regular Employees are eligible to participate in the NAF Health Insurance Plan and the NAF Retirement Plan as set forth in the plans. Information about those plans is available from the NAF HR Office.

Section 2. The Employee cost for health insurance will be 30% of the total cost.

Section 3. Annually, the benefit options and costs will be distributed to the Employees.

## **ARTICLE 35**

### **CONTRACTUAL WORK**

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

## ARTICLE 36

### DISCIPLINARY ACTIONS

Section 1. All disciplinary actions will be taken only for just cause and for such reasons as to promote the efficiency of the federal service. Disciplinary actions shall be supported by a preponderance of evidence. Disciplinary actions must be taken on a timely basis. This is normally, within 30 days of the Employer becoming aware of the alleged infraction or the completion of a formal, e.g., military police, AR 15-6, etc., investigation.

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

Section 3. When a determination is made that a written reprimand is necessary to correct an Employee's alleged misconduct, the written reprimand will be processed in accordance with the appropriate regulatory guidance.

Section 4. All disciplinary notices will provide a description of the offense, in sufficient detail, to enable the Employee to understand fully the violation, infraction, conduct, or offense for which they are charged. Such specifics as time, place, dates, and events will be included in support of the incident giving rise to the disciplinary action. The notice will be specific enough to enable an Employee to answer the notice and to review the material relied on to support the proposed action. Advance notice is not required to separate a FLEX Employee for abandonment of position.

Section 5. If the Employer proposes discipline, an Employee has a right to advance notice prior to the effective date of discipline, where appropriate, and an opportunity to respond to the proposed discipline pursuant to the following procedures:

1. A written reprimand up to a suspension of 9 days or less.

a. Fifteen (15) calendar days advance notice.

b. The Employee may reply to the notice of proposed reprimand or suspension of nine (9) days or less orally, in writing, or both, and furnish affidavits and other documentary evidence in support of their answer within fifteen (15) calendar days after receipt of the proposed notice.

c. A decision will be made within (15) calendar days. The notice of decision will inform the Employee of their grievance and or appeal rights and the timeline for filing.

2. Suspension of 10 days or more, up to separation.

a. Thirty (30) calendar day advance notice unless the crime provision is invoked.

b. The Employee may reply to the notice of proposed suspension or separation orally, in writing, or both and furnish affidavits and other documentary evidence in support of their answer within twenty (20) calendar days after receipt of the proposed notice.

c. A decision will be made within twenty (20) calendar days. The notice of decision will inform the Employee of their grievance and or appeal rights and the timeline for filing.

Section 6. An Employee, and if being represented by the Union, the Union representative shall be provided up to four (4) hours of official time to prepare a response to a proposed suspension and up to eight (8) hours of official time to prepare a response to a proposed separation.

Section 7. The Employer will give reasonable consideration to extending the right to reply period, if the Employee or Union submits a timely written request stating valid reasons for desiring more time.

Section 8. A grievance resulting from a disciplinary action will be filed at step 2 of the negotiated procedure. The grievance must be filed within 15 calendar days of the effective date for an imposed disciplinary action.

## **ARTICLE 37**

### **GRIEVANCE PROCEDURES**

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

1. By any Employee concerning any matter relating to the employment of the Employee;
2. By the Union concerning any matter relating to the employment of any Employee; or
3. By any Employee, the Union, or the Employer concerning:
  - a. The effect or interpretation, or a claim of breach of this Agreement; or
  - b. Any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment.

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

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

1. Any claimed violation relating to prohibited political activities.
2. Retirement, life insurance, or health insurance.
3. A suspension or removal for National Security reasons.
4. The initial setting of any pay banded Employee's pay if not in violation of any specific provision of this agreement.
5. Any examination, certification or appointment.
6. The classification of any position.
7. Non-selection for promotion from a group of properly ranked and certified candidates.
8. Termination of any Employee during the probationary period.
9. Separation of any Flexible appointment Employee, except for cause.
10. Equal Employment Opportunity complaints.

11. The content of any regulation or published policy.

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

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

Section 6. Types of Grievances: The following grievances will be recognized by the Parties:

1. **Individual grievance:** A grievance of a personal nature, impacting one individual in the bargaining unit.
2. **Group grievance:** A grievance involving more than one Employee in the bargaining unit. A group grievance may be filed by the Union at the appropriate step of the grievance procedure where resolution is possible. The grievance must identify the Unit or group of Employees affected.
3. **Class grievance:** A grievance involving all the Employees in the bargaining unit. A class grievance may be filed by the Union in accordance with the Step 3 grievance procedure.
4. **Employer grievance:** A grievance initiated by the Employer: Employer grievances shall be filed in accordance with Section 10 of this Article.
5. **Union grievance:** A grievance initiated by the Union on behalf of the Union: Union grievances shall be filed in accordance with Section 11 of this Article.

Section 7. Grievance Procedure: To provide for the mutually satisfactory settlement of matters covered by the agreement, the following procedures will be followed:

1. **Step 1.** Each dispute or grievance shall be taken up informally by the aggrieved Employee(s), with or without the Union representative, and the appropriate supervisor, within fifteen (15) calendar days after the occurrence of the matter, or within fifteen (15) calendar days of the Employees' knowledge of the occurrence. The supervisor will render their decision to the grievance within seven (7) calendar days.

2. **Step 2.** If no satisfactory settlement is reached between the aggrieved Employee(s), the steward, and the supervisor, the grievance shall be reduced to writing stating the nature of the grievance, date incident occurred, and remedy sought. The grievance shall be submitted within fourteen (14) calendar days to the appropriate Division Chief. Upon receipt of a second step grievance, the Division Chief shall meet with the aggrieved Employee(s) and union representative within fourteen (14) calendar days after receiving the written grievance. A written decision will be rendered within fourteen (14) calendar days after the meeting.

3. **Step 3.** If no satisfactory settlement is reached at the second step, the written grievance will be submitted within twenty-one (21) calendar days to the Director of FMWR for processing. Upon receipt of a third step grievance, the Director of FMWR, or their designated representative(s) shall arrange to meet within ten (10) calendar days, with the aggrieved Employee(s), and the appropriate representative(s) of the Union to discuss the grievance. A written decision will be rendered within twenty-one (21) calendar days after the meeting.

a. Group and/or Class grievance(s) involving multiple divisions shall be addressed to the Director of FMWR but treated in accordance with Step 2 timelines. If no satisfactory settlement is reached, it may then be filed with the Deputy Garrison Commander (DGC) as a Step 3 Grievance within twenty-one (21) calendar days of the Step 2 response and prior to arbitration.

**Section 8. Employer Grievance:** shall be filed in writing with the President of the Union within fifteen (15) calendar days of the incident or within fifteen (15) days of when the Employer became aware of the incident given rise to the grievance. The President of the Union or their designee shall issue a written decision within fifteen (15) calendar days of receipt of the grievance.

**Section 9. Union Grievance:** shall be filed in writing with the Deputy Garrison Commander within fifteen (15) calendar days of the incident or within fifteen (15) days of when the Employer became aware of the incident given rise to the grievance. The Deputy Garrison Commander or their designee shall issue a written decision within fifteen (15) calendar days of receipt of the grievance.

**Section 10.** All time limits may be extended by mutual written agreement of the Union and the Employer. Failure of the Employer to observe the stated or extended time limits for any step in the grievance procedure shall entitle the Union or Employee to advance the grievance to the next step. Failure of the Union or Employee to observe the stated or extended time limits shall constitute withdrawal of the grievance. The aggrieved (Employee or Union) may withdraw the grievance at any time. Additionally, if the Employer fails to meet any time limits the Union may bring this deficiency to the attention of the Commander.

**Section 11. Pre-Arbitration review:** Prior to referring a grievance to arbitration the Union may seek to resolve the grievance by requesting a meeting with the Deputy to the



Garrison Commander. The meeting must be requested within five (5) calendar days of the issuance of a final decision. The Deputy to the Garrison Commander shall arrange to meet with the Union within ten (10) days, to discuss the grievance. The Deputy to the Garrison Commander will render a decision within ten (10) calendar days of the meeting.

Section 12. The timeline to invoke arbitration for a grievance under review through the pre-arbitration review process will have an additional (10) calendar days, from the date the Deputy Garrison Commander issues their decision or the date that the decision is due, to invoke arbitration.

Section 13. Any grievance not resolved under the terms of this Article may be referred to arbitration by either the Union or the Employer in keeping with the provisions of Article 38, Arbitration.

## **ARTICLE 38**

### **ARBITRATION**

Section 1. In the event a grievance processed through the negotiated grievance procedure is not satisfactorily settled, the matter may be submitted to arbitration. Arbitration may only be invoked by the Employer or the Union. Arbitration must be invoked within thirty (30) calendar days of receipt of a final decision.

Section 2. Within ten (10) workdays of receipt of the request for arbitration, the parties shall separately or jointly request the Federal Mediation and Conciliation Service to provide a list of seven impartial persons qualified to act as arbitrators. The parties shall meet within seven (7) workdays after receipt of the list of arbitrators unless delay is mutually agreed upon. The Union and the Employer will each strike out one name from the list and shall then repeat the procedure. The remaining name shall be the selected arbitrator. The party invoking arbitration shall strike first.

Section 3. The fee and expense, if any, of the arbitrator shall be borne by the losing party. The Arbitrator shall determine the losing party. If there is a split decision in which neither party can be designated as the losing party, the costs shall be borne equally.

Section 4. The arbitration hearing will be held on the Employer's premises during the regular day shift hours of the basic workweek (Monday-Friday), or by mutual agreement, the Parties may meet through an agreed upon virtual platform. All Employee participants in the hearing shall be in a duty status, if otherwise scheduled to work on the day of arbitration. Employees will be excused from work on the day of the arbitration, if necessary, Employees' work schedule will be adjusted to coincide with the hours of the hearing.

Section 5. The arbitrator will be requested to render their decision as soon as possible after the date of the hearing. If both parties so agree, the dispute may be decided upon written submissions only.

Section 6. The parties will in good faith attempt to define the issue and agree on a joint submission to be sent to the arbitrator in advance of the hearing. If agreement cannot be reached each party will submit their issues to the arbitrator who will then determine the final wording of the issue.

Section 7. Either the Union or the Employer may file exceptions to an arbitrator's award in accordance with law and regulation.

Section 8. The parties should exchange their lists of witnesses and copies of exhibits five (5) workdays prior to the scheduled hearing date.

Section 9. If an Employee prevails, they will be entitled to back pay as provided in 5USC 5596.

## **ARTICLE 39**

### **PUBLICATION AND DISTRIBUTION OF AGREEMENT**

This agreement will be typed in final format by the Employer. The Employer agrees to make this agreement available digitally and will ensure there is a Direct Link to it on the Garrisons Official Website under Civilian Personnel Advisory Center - Nonappropriated Funds Division page. The Union will be provided a digital copy by the Employer.

## **ARTICLE 40**

### **DURATION OF AGREEMENT**

Section 1. This agreement shall remain in full force and effect for a period of three years from the date of its approval by the head of the Agency or from the 31st day after execution, whichever is sooner. If either party wishes to negotiate 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 (60) calendar days.

Section 2. This agreement is subject to reopening:

- a. By mutual consent of the parties concerned;
- b. When new or revised laws or regulations of appropriate authority require changes to provisions of the Agreement.

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

The parties agree to and enter into this collective bargaining agreement between  
Fort Drum and Local R2-61 (NAF) National Association of Government Employees.

FOR THE UNION

Lee Blackmon

Lee Blackmon  
Chief Negotiator

Sarah York

Sarah York  
President, Local R2-61  
(NAF)

FOR THE EMPLOYER

Sharon Addison

Sharon Addison  
Chief Negotiator

Jessica Penny

Jessica Penny

JoAnne Migdal

JoAnne Migdal

Lane Reeder

Lane Reeder

Terry Spencer

Terry Spencer

Tammy Demo

Tammy Demo

1/27/25

Date

Matthew R. Myer

Matthew R. Myer  
Colonel, IN  
Garrison Commander

Approved by the Department of Defense on Month Day, Year.

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**FACT SHEET**

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**SUBMISSION OF COLLECTIVE BARGAINING AGREEMENTS  
FOR AGENCY HEAD REVIEW**

In accordance with 5 U.S.C. §7114(c)(1), Agency Head Review (AHR) is the statutory requirement that all negotiated agreements be reviewed for legal sufficiency by the head of the agency or designee, which for DoD is the DCPAS LER Division,. The AHR must be accomplished within 30 days from the date the agreement is executed in accordance with 5 U.S.C. §7114(c)(2). Likewise, agreements that contain “automatic renewal” or “rollover” clauses are also subject to AHR at the close of any “open window” provision in the agreement if the parties elect not to renegotiate any provision in the agreement. **If not approved or disapproved within that time, the agreement goes into effect the 31st day after execution (to the extent it is consistent with law and Government-wide regulation) in accordance with 5 U.S.C. §7114(c)(3).**

Submit agreements for AHR immediately following execution of the agreement to: [dodhra.mc-alex.dcpas.mbx.hrops-lerd-labor-relations@mail.mil](mailto:dodhra.mc-alex.dcpas.mbx.hrops-lerd-labor-relations@mail.mil). When submitting an agreement for AHR, please include the following:

1. The agreement in MS Word (preferred format) or Adobe PDF.
2. An Adobe PDF of the completed signature page with date of execution and all signatures required to finalize the agreement.
3. The agency point of contact information, including mailing address, email address, and phone numbers.
4. The union's point of contact and official mailing address.
5. A copy of the Bargaining Unit Certification.

**From:** [Migdal, JoAngela E \(Jo\) CIV USARMY CHRA-NE \(USA\)](#)  
**To:** [dodhra.mc-alex.dcpas.mbx.hrops-lerd-labor-relations@mail.mil](#)  
**Cc:** [Dechant, Lance R CIV DODHRA DCPAS \(USA\)](#); [Penny, Jessica L CIV USARMY USAG \(USA\)](#)  
**Subject:** Agency Head Review Request of Proposed CBA  
**Date:** Friday, January 31, 2025 3:59:00 PM  
**Attachments:** [image001.png](#)  
[Proposed CBA Signature Page - 1.27.2025.pdf](#)  
[NAGE, R2-61 Bargaining Unit Certification - 12.10.1981.pdf](#)  
[Proposed Fort Drum CBA R2-61 NAF NAGE.docx](#)

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To Whom It May Concern,

I am submitting a Proposed, re-negotiated CBA on behalf of the below POCs identified in 3.)

1. **Attached** - The agreement in editable electronic format (MS Word preferred).
2. **Attached** - An Adobe PDF of the completed signature page with date of execution and all signatures required to finalize the agreement. (Note: resubmissions must be re-signed and re-dated).
3. **Contact information to include name, title, mailing address (or an alternate address if the address is a P.O. Box), email address, phone number of the: Commander or organizational head; Primary management POC (typically someone at the CHRSC), and Union president or other union POC.**
  - **Commander or Organizational Head**  
Col Matthew R. Myer  
Commander, US Army Garrison Fort Drum  
10100 North Riva Ridge Loop  
Fort Drum, Ny 13602  
[Matthew.r.myer.mil@army.mil](mailto:Matthew.r.myer.mil@army.mil)  
315-772-5501 or 315-955-9722
  - **Primary management POC**  
Sharon Addison  
Director, Family and Morale, Welfare and Recreation  
10783 Chapel Drive  
Fort Drum, Ny 13602  
[Sharon.a.addison.naf@army.mil](mailto:Sharon.a.addison.naf@army.mil)  
315-772-4206
  - **Union President**  
Sarah York  
NAF President, Local R2-61 NAF Nage Union  
10780 South Riva Ridge Loop  
Fort Drum, Ny 13602  
[Naf.nafe.local.r261@gmail.com](mailto:Naf.nafe.local.r261@gmail.com)  
315-405-0968
4. **Attached** - A copy of the Bargaining Unit Certification

5. The bargaining unit status code and number of positions within the bargaining unit

- AR1524
- 263 BUEs as of 1/31/2025

Please let us know if anything else is required.

Thank you,

JoAngela "Jo" E. Migdal

Human Resources Officer (NAF)

CHRA NAF HR Operations 2

Fort Drum & Watervliet Arsenal, NY | Natick Soldier Systems Center & Fort Devens, MA

DSN: 772-4209

Office: 315-772-4209

Teams: 571-588-3886



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<https://ice.disa.mil/index.cfm?fa=card&sp=145736>

*~~A positive attitude may not solve all your problems, but it will annoy enough people to make it worth the effort.~~*

*Herm Albright (1876 - 1944)*