



# Collective Bargaining Agreement



***US ARMY INSTALLATION MANAGEMENT COMMAND  
FORT POLK, LOUISIANA***

***and***

***NATIONAL ASSOCIATION OF INDEPENDENT LABOR  
(NAIL), LOCAL 10***



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## **PREAMBLE**

In accordance with Chapter 71 of Title 5 United States Code (USC), hereafter referred to as the Statute, and subject to all applicable statutes and regulations, the following articles constitute an Agreement by and between the U.S. Army Installation Management Command (IMCOM), Fort Polk, Louisiana, hereinafter referred to as the Employer, and the National Association of Independent Labor, Local 10, hereinafter referred to as the Union. Together, these entities are referenced throughout this document as the Parties.

WHEREAS, it is the intent and purpose of the Parties to promote the efficient and effective administration of the Employer, the Federal Service, and the well-being of employees, to establish a basic understanding relative to the conditions of employment of employees within the meaning of the Statute, and to provide the means of amicable discussion and adjustment of matters of mutual interest to the Parties.

Wherever the personal pronouns, "he," "him," or "his" are used in this Agreement, they shall be construed as neutral in gender, that is, as meaning both "he and she," "him and her," or "his and hers."

NOW, therefore, the Parties agree hereto as follows:

## **WITNESSETH**

WHEREAS, the public interest requires high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency; 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; and

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

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

NOW, THEREFORE, the Parties agree hereto, as follows:

## **ARTICLE 1**

### **RECOGNITION AND UNIT DESIGNATION**

**Section 1.** The Employer recognizes the Union as the exclusive bargaining representative of all non-appropriated fund (NAF) employees of the U.S. Department of the Army, U.S. Army Installation Management Command (IMCOM) at Fort Polk, Louisiana.

**Section 2.** The following employees are excluded from the unit: professional employees, supervisors, management officials, temporary employees with appointments of 90 days or less and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6), and (7).

## **ARTICLE 2**

### **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, the Parties are governed by existing or future laws.

**Section 2.** The fact that the Union agrees to published Agency policies and regulations at the time the Agreement is approved does not preclude the Union from requesting to meet and negotiate on impact and implementation or substantive bargaining of any Agency policy and regulation.

## ARTICLE 3

### DEFINITIONS

**AR** means Army Regulation.

**Calendar Day** – Unless otherwise specified, day refers to a calendar day. In counting days, if the end day in the period is on a weekend or holiday, the period will end the next work day after that weekend or holiday.

**CFR** means Code of Federal Regulations.

**Collective Bargaining** means the performance of the mutual obligation of the representative of an agency and the exclusive representative of employees in an appropriate unit in the agency to meet at reasonable times and to consult and bargain in a good faith effort to reach an agreement with respect to the conditions of employment affecting such employees and to execute, if requested by either party, a written document incorporating any collective bargaining agreement reached, but the obligation referred to in this paragraph does not compel either party to agree to a proposal or to make a concession.

**Conditions of employment** means personnel policies, practices and matters, whether established by rule, regulation or otherwise, affecting working conditions, except that such term does not include policies, practices, and matters-

- (a) relating to prohibited political activities;
- (b) relating to the classification of any position; or
- (c) to the extent such matters are specifically provided for by Federal statute.

**CPAC** means Civilian Personnel Advisory Center

**Gender** means a sub-grouping of employees by sex and normally refers to the practice of describing policies as affecting either sex equally unless specifically described otherwise. A policy which refers to "he" applies to either male or female employees.

**Management Official** means an individual in a position of which the duties and responsibilities require or authorize the individual to formulate, determine or influence agency policies.

**Supervisor** means an individual having authority to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action by the consistent exercise of independent judgment.

**Seniority** means an individual's length of service as determined by that individual's Service Computation Date.

**Work Day** means Monday through Friday, excluding holidays.

## **ARTICLE 4**

### **EMPLOYER RIGHTS**

**Section 1.** Management rights are prescribed in 5 USC § 7106.

**Section 2.** Subject to Section 3 of this Article, nothing in this Article shall affect the authority of any management official of the agency –

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

b. In accordance with the applicable laws –

(1) 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;

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

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

(A) among properly ranked and certified candidates for promotions; or

(B) any other appropriate source; and

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

**Section 3.** Nothing in this Article shall preclude the Employer and the Union from negotiating:



- a. at the election of the Employer, 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;
- b. procedures which management officials of the agency will observe in exercising any authority under this Article; or
- c. appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

## **ARTICLE 5**

### **EMPLOYEE RIGHTS AND OBLIGATIONS**

**Section 1.** Each employee has the right to freely and without fear of penalty or reprisal to form, join, and assist the Union or to refrain from such activity. The freedom of such employees to assist the Union shall be recognized as extending to participating in the management of the Union and acting for the Union in the capacity of a Union officer or steward.

**Section 2.** The Employer agrees that employees in the exercise of these rights shall be protected from interference, restraint, coercion, or discrimination by any representative of the Employer.

**Section 3.** 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.

**Section 4.** Nothing in this Agreement precludes any employee of the bargaining unit, regardless of Union membership, from bringing matters of personal concern to the attention of appropriate officials under applicable law, rule, regulation, or established Agency policy or from choosing his own representative in a grievance or appellate action except when the grievance is covered under the negotiated procedure contained in this Agreement.

**Section 5.** The Union shall be given the opportunity to be represented at any examination of a unit employee by a representative of the Employer in connection with an investigation if:

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

**Section 6.** Prior to the commencement of an investigatory examination the employee will be informed of the purpose of the examination.

**Section 7.** Employees are expected to cooperate with administrative investigation(s).

**Section 8.** In the administration of this Agreement, and working conditions, all employees will be treated in a fair and equitable manner.

**Section 9.** Employees are encouraged to bring violations of law, policy and/or regulation to the Employer's attention.

**Section 10.** An employee is accountable for the performance of official duties and compliance with standards of conduct for Federal employees.

**Section 11.** The 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 must make the request for time to his immediate supervisor and obtain approval prior to leaving his work area. Such absences from the work area will be limited to reasonable amount(s) sufficient in duration to conduct discussions and/or actions deemed necessary. If an employee cannot be released when requested, permission normally will be granted within the next workday.

**Section 12.** The right to representation does not apply to everyday work related communications between supervisors and employees or to discussions concerning job performance.

**Section 13.** Employees are expected to:

- a. report for work in a timely manner;
- b. perform properly assigned duties to the best of their abilities;
- c. cooperate with and strive to maintain good working relations with their supervisors and fellow employees;
- d. comply with the terms of this Agreement and law, rules and regulations applicable to their employment; and
- e. actively participate in programs designed to improve work methods, productivity and working conditions.

## **ARTICLE 6**

### **UNION RIGHTS AND OBLIGATIONS**

**Section 1.** The Union shall accept employees of the bargaining unit as members without discrimination based on color, race, sex, age, religion, national origin, political affiliation, marital status, genetic information, disabilities (physical or mental), or in reprisal for prior protected EEO activity.

**Section 2.** The Union shall act for and negotiate agreements covering all employees in the unit and shall be obliged to represent the interests of all such employees without discrimination and without regard to Union membership in matters covered by the Agreement.

**Section 3.** The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the Agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.

**Section 4.** The Employer agrees to provide the Union on a monthly basis a list of all new bargaining unit employees and their duty location. The Union will arrange with management to meet with these employees on an individual basis during official duty time.

**Section 5.** The Union agrees that it shall not call or engage in any strike, work stoppage, slowdown or picket (except for informational picketing) Fort Polk in a labor-management dispute or condone any such activity by failing to take affirmative action to prevent or stop it.

## **ARTICLE 7**

### **UNION REPRESENTATION**

**Section 1.** The Employer shall recognize the officers and stewards of the Union. The Union will keep the Employer advised in writing of the names of its officers and stewards.

**Section 2.** Union representatives will be granted time off without charge to leave to perform representational functions. The Union Vice President, or Acting Vice President will be granted 40% of his duty time as official time for representative functions in addition to any official time the Union Vice President is otherwise legally entitled to receive. The Union Vice President will coordinate with his Supervisor for designated absence. Representational functions include:

- a. investigate, prepare and/or present grievances, appeals, claims, and unfair labor practice charges;
- b. consult and/or negotiate with representatives of the Employer concerning personnel policies, practices, and conditions of employment;
- c. research and prepare recommendations and/or proposals in connection with the above consultations, negotiations, or meetings;
- d. administration of the negotiated Agreement;
- e. third party proceedings where the Union is authorized to represent the employee; and
- f. travel time to visit off installation sites under control of JRTC/Fort Polk for official business.

**Section 3.** The Union agrees, in carrying out its representative functions, to limit the number of representatives on official time, to those required to carry out matters pursuant to this Agreement.

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

**Section 5.** Representatives will provide reasonable advance notice to their immediate supervisors whenever they wish to leave their official duties to perform any of their representational responsibilities and will report to their supervisors when they return. Permission will be granted upon request except when work exigencies preclude such release. Official time will not be unreasonably denied.

**Section 6.** In order to account for the total hours spent and usages by Union representatives, the representative must turn in a written memorandum indicating his name, his Union position, the date of the representative function, the time of departure from the work site, the time he returned to the work site, and the destination, and a statement that he was performing representative functions.

**Section 7.** The Employer agrees that there shall be no restraint, interference, coercion, or discrimination against Union officials and stewards in the performance of duties related to their responsibilities as the exclusive representative for unit members.

**Section 8.** When those visits do not impact security issues, representatives of the national office for NAIL will be allowed to visit the facilities on appropriate Union business. Representatives may not visit areas that are restricted, such as vaults and/or arms rooms, etc. Representatives wishing to visit child care areas during normal duty hours may not do so unaccompanied. The representative must normally provide 24 hours notice prior to visiting child development facility and request a tour, during which the representative will be escorted. Visits on shorter notice will be entertained on a case by case basis.

**Section 9.** The representative of the Union for administration and implementation of this Agreement will be the duly-elected or appointed President of the local or the person whom he designates in writing to act in his place.

## **ARTICLE 8**

### **EMPLOYER-UNION MEETINGS**

**Section 1.** Union President, or Designee, may schedule meeting(s) between Union representative(s) and management official(s) of the Employer on appropriate subjects of general interest to employees. The Union shall inform management officials of the purpose of the meeting.

**Section 2.** Earnest attempts shall be made to satisfactorily resolve appropriate matters of general interest to employees at the lowest possible management official/Union representative level.

**Section 3.** It is agreed that representatives of the Union and Employer shall meet monthly on a schedule mutually acceptable to the Parties to discuss matters of concern to the Parties. These meetings will not be used to discuss individual grievances and complaints.

## ARTICLE 9

### NEGOTIATIONS

**Section 1.** It is agreed that the Employer shall negotiate with the Union on all proposed changes in conditions of employment. It is understood that the Employer in this context means a representative with delegated authority to speak for the Employer.

**Section 2.** Negotiation is defined as collective bargaining between the Employer and the Union with the objective of reaching formal written agreement with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws, regulations, and published policies.

**Section 3.** Procedures for Bargaining. The following procedures for bargaining will be followed unless otherwise agreed to by the Parties.

a. The Employer agrees to notify the Union President in writing 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 five (5) work days from the date of notification to request bargaining. Within five (5) work days of the Employer's receipt of the request to bargain, a meeting will be held to discuss the proposed change. After conclusion of the meeting, the Union will have seven (7) work days to forward written proposals to the Employer.

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

d. Bargaining will normally commence within five (5) work days, after submission of Union proposals, unless otherwise agreed upon by the Parties.

e. The Employer shall have ten (10) work days from the date of receipt of Union initiated proposed change to conditions of employment to forward written proposals to the Union. Bargaining will normally commence within ten (10) work days, unless otherwise agreed upon by the Parties.

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

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

## **ARTICLE 10**

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

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

- a. The employee receives an established amount of pay that is sufficient after legal deductions and other authorized allotments to cover the full amount of the allotment for the established dues.
- b. The employee has voluntarily completed a request for such allotment from his pay with full knowledge of the limitations on revocation of the authorization.
- c. The employee is included in the unit for which exclusive recognition has been granted.

### **Section 2**

a. The Union agrees to provide to its members in good standing the prescribed authorization form, SF-1187, and to receive completed forms from members who want to request allotment. The President of the Union is designated to receive completed forms, to enter the correct amount of the regular dues to be deducted for the member each pay period, and to determine whether the member is in good standing in the Union. He will then complete the required request for certification and submit the forms for processing. The CPAC Office will certify Union membership eligibility, and will transmit the documents to the NAF Payroll Office.

b. Allotments authorized on properly completed and certified forms which are received by the Employer will be processed in an expedient manner.

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

**Section 4.** The Employer will terminate an allotment:

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

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

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

d. Upon receipt of a properly completed SF-1188, at the beginning of the first pay period one calendar 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 revocation will be effective on the first pay period beginning on or after September 1 provided the revocation is received by the Employer prior to September 1. Employees desiring to submit a revocation form (SF-1188) must submit the completed form during the 6 weeks prior to the revocation period to the Employer. A copy of these forms will be provided to the local Union.

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

**Section 6.** Remitting the Amount Withheld. The Employer will forward all forms and documents so that upon disbursement for each pay period, the NAF Payroll Office can certify for payment the net amount of dues withheld from employee salaries and forwarded to the designated NAIL bank account. The NAF Payroll Office will provide the Union a report for the employee members



designated by their Union local number, who have current allotment authorizations on file; the amount withheld from each person's pay; and a statement showing the amounts withheld and the net balance remitted. Also identified will be those employees whose pay is not sufficient to cover the full amount of the deductions and whose allotments are being terminated at the beginning of the next pay period.

## **ARTICLE 11**

### **INFORMATION AND UNIT MEMBERSHIP LISTS**

Twice a year the Employer will furnish the Union with a list of names, work site mailing addresses, series, grades, organizational codes and duty stations of all employees in the bargaining unit. This information will be furnished in January and July of each year but no later than the last work day of those months. This information will be used in conjunction with administering this Agreement and for membership solicitation purposes.

## **ARTICLE 12**

### **UNION OFFICE SPACE**

**Section 1.** The Employer will provide the Union a private, lockable office space, office furniture, utilities, and a telephone with long distance access at no cost to the Union. The Employer will furnish the Union, on a loan basis, desks, file cabinets, computer (with internet and email access), printer, and fax machine for use in the space provided. Such other office furniture and equipment as the Union requests for use in the space provided may be furnished on a loan basis, if available from existing stocks over the Employer's local requirements. The space, utilities, furniture and equipment furnished will be used by the Union only in the conduct of business specifically authorized by this Agreement and the Employer. Email and computer access will be available only to the extent that the Union official or representative is an Army employee with a Common Access Card (CAC).

**Section 2.** Union representatives will be authorized to use their existing computer, telephone, fax machine, and copy machines to conduct Union representational duties.

**Section 3.** Parking spaces will be available outside the Union office. The Union will have one parking space marked for "Union Visitors."

## **ARTICLE 13**

### **UNION TRAINING SESSIONS**

**Section 1.** Recognized officers and stewards of the Union will be excused without charge to leave in conjunction with attendance at training or briefings on subjects within the scope of the Statute.

**Section 2.** Subject to mission needs, excused absences will be authorized for training sessions or briefings not to exceed eight (8) hours per calendar year for each steward and forty (40) hours per calendar year for the NAF Vice President.

**Section 3.** The Union will submit in writing to the CPAC, at least ten (10) work days in advance, any request for administrative leave. The request will include the following information: Name(s) of representative(s); date; time; place of training or orientation sessions; and topics to be covered.

**Section 4.** The Commander or Designee will render a written decision within five (5) work days of the request. After completion of the training, the Union will provide the Commander or Designee a listing of employees who actually attended the training, and the number of hours of administrative leave used by each.

**Section 5.** The Union will be permitted to use available Employer-owned projectors and training aids when conducting Union sponsored training sessions.

## **ARTICLE 14**

### **PUBLICITY**

**Section 1.** The Union shall be allowed no less than 2ft x 2ft of existing space on an official bulletin board located in buildings where members of the unit are employed to post their notices and informational bulletins/letters.

**Section 2.** Literature posted must not violate any law or regulation or the security of the Employer, or contain scurrilous or libelous material.

**Section 3.** The Union and its representatives may use the e-mail and interoffice mail system for regular representation communications (e.g., grievances, correspondence or memos). Information sent through e-mail or interoffice mail must not violate any law or regulation or the security of the Employer, or contain scurrilous or libelous material.

**Section 4.** The Employer agrees to provide adequate facilities for membership drives at location(s) that will provide access to unit employees during lunch periods and before or after duty hours. Detailed arrangements will be negotiated as needed.

**Section 5.** The distribution of Union literature will be permitted provided it is done during non-duty hours of the distributor and employee receiving the literature and it does not interfere with the mission of the Employer.

## **ARTICLE 15**

### **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, disabilities (physical or mental), genetic information, or prior EEO activity, in accordance with applicable policy, directives, laws and regulations.

**Section 2.** The Employer and the Union agree to cooperate in providing equal opportunity in employment for all persons and in promoting the full realization of equal employment opportunity through continuing programs of affirmative action.

**Section 3.** An employee who believes he has been discriminated against may pursue his dissatisfaction through EEO complaint procedures. An EEO complaint must be initiated within 45 calendar days of the discriminatory act or of the employee becoming aware of a discriminatory act. An employee may have a personal representative of his choice, as provided by regulation, if pursuing an EEO complaint.

**Section 4.** The Union may raise to the Command Equal Employment Opportunity Officer issue(s) relative to equal employment matters. Requests for such a meeting should include the subject matter to be discussed.

## **ARTICLE 16**

### **SEXUAL HARASSMENT**

**Section 1.** Sexual harassment is a form of sex discrimination which undermines the integrity of the employment relationship. The Employer is committed to a

work environment free from unwelcome advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Sexual harassment debilitates morale and interferes with the productivity of the organization.

**Section 2.** Sexual harassment is a prohibited personnel practice when it results in discrimination for or against an employee on the basis of conduct not related to performance, such as taking or refusing to take a personnel action such as a promotion depending upon an employee's submission to or rejection of such behavior.

**Section 3.** Sexual harassment involves overt or implied unsolicited comments, gestures, or physical contact of a sexual nature which are unwelcome, or the creation of a hostile work environment.

**Section 4.** The Employer's policy on the prevention of sexual harassment will be issued and posted on official bulletin boards.

**Section 5.** The Employer may administer appropriate discipline in instances where any individual has been properly found to have engaged in sexual harassment, in accordance with applicable laws and regulations.

**Section 6.** If an employee believes that sexual harassment has occurred, he may pursue the matter through the EEO complaint procedure.

## **ARTICLE 17**

### **EMPLOYEES WITH DISABILITIES**

**Section 1.** The Employer agrees to comply with provisions of the Rehabilitation Act of 1973 and the Americans With Disabilities Act to fulfill its legal obligations to employees with disabilities.

**Section 2.** The Employer agrees to publicize regulations, policies and procedures related to the employment of employees with disabilities.

**Section 3.** Employees with disabilities will be treated fairly and equitably with regard to application of personnel policies related to promotions, reassignments, awards, training, and career development.

**Section 4:** Employees with disabilities should cooperate with the Employer during each reasonable accommodation requests and to provide the Employer

with all necessary medical documentation to respond to a request in a timely manner.

## **ARTICLE 18**

### **EMPLOYEE ASSISTANCE PROGRAM**

**Section 1.** The Employer and the Union recognize the need to assist an employee whose job performance is adversely affected by medical, behavioral, or emotional 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 employees.

**Section 2.** The Employer and the Union jointly recognize the importance of prevention and rehabilitation aspects of alcohol and drug abuse problems. The Union supports the Employee Assistance Program as a means to restore employee with alcohol and drug abuse problems to effective duty.

**Section 3.** An Employee acknowledging an alcohol or drug abuse problem which affects job performance or conduct shall be given the opportunity to avail himself of program resources and reasonable time to obtain assistance rehabilitation.

**Section 4.** Records created in relation to an employee's alcohol or drug problem will be regarded as confidential. (Information from these records will be released to the employee's Union representative upon written authorization from the employee.)

**Section 5.** The Employer agrees that no unit employee will have his job security or promotion opportunities jeopardized by making such a request for professional assistance or referral, except as limited by laws and applicable regulations which relate to sensitive positions. The Employer further agrees that unit employees with problems of alcohol abuse or drug abuse will receive the same consideration and offer of assistance that is extended to other employees having any other illness or health problems.

## **ARTICLE 19**

### **ARMY IDEAS FOR EXCELLENCE**

**Section 1.** The Parties agree to promote participation of employees in the U.S. Army Suggestion Program in accordance with AR 5-17, The Army Ideas For Excellence.

**Section 2.** Beneficial Suggestions should be submitted through appropriate supervisory channels to the Awards Coordinator. The Employer will make suggestion forms available at departments throughout the installation.

**Section 3.** The employee will be advised by the awarding authority, in writing, of the adoption or rejection of the suggestion. Awards for suggestions will be in accordance with applicable regulations. Upon request, the employee will be advised of the status of suggestions that are delayed beyond thirty (30) days.

## **ARTICLE 20**

### **HOURS OF WORK**

**Section 1.** The administrative workweek is established as the seven-day calendar week beginning at 0001 Thursday and ending at 2400 Wednesday. Except for special events, the basic workweek for regular employees should consist of not more than five consecutive workdays. Regular employees will generally not be scheduled to work more than eight (8) hours per day and those who are scheduled to work more than eight (8) hours a day will be compensated in accordance with the Overtime Article.

**Section 2.** When a change in established full-time or part-time tours of duty is required, the Employer will normally notify the employee or employees in writing at least seven (7) calendar days in advance. The revised tour of duty will cover a period of at least one (1) administrative workweek.

**Section 3.** Employee Categories. Positions are established as either Regular or Flexible.

a. Regular employees will have an established basic workweek (between 20 and 40 hours). Regular Part-Time employees are guaranteed a minimum of 20 hours per week. Regular Full-Time employees are guaranteed a minimum of 40 hours per week.

b. Flexible employees have no guaranteed hours and will be scheduled as needed to meet the needs of the activity. When Flexible employees work for a period of 180 consecutive days averaging twenty (20) hours or more a week, the employee should be converted to Regular Part-Time. The Employer will convert the employee to a Regular category unless the employee requests in writing not to be converted into a Regular category. In order for a CYS employee to be converted, he must have met all the mandatory training requirements. The conversion will be effective the pay period after the above requirements are met. Noncompetitive conversion may only be made when the employee remains in the same position and at the same grade/level. The 180 day period begins 90 days prior to the effective date of this agreement.

c. When possible a Flexible employee shall not be scheduled for more hours than a Regular employee within the same work section who does the same work as the Flexible employee. However these limitations would not apply to instances where the Flexible employee is working additional hours to meet surges in workload, seasonal work, special functions or filling in for employees on leave or while position vacancies are being filled.

d. The Employer agrees not to schedule employees in a way to avoid the requirements of this section.

**Section 4.** Meal periods. Employees who work more than six (6) hours in any workday will be granted a non-paid lunch period of 30-60 minutes, during which time the employee is entirely free of the duties of his position, unless precluded by mission related duties, which will be compensated for. The employee's lunch period must be coordinated in advance with the immediate supervisor. When the nature of an employee's duties requires that he remain at his duty station, a paid on-the-job meal period of twenty (20) minutes may be established. Utilization of the twenty (20) minute meal period will be held to the absolute minimum consistent with fund operations.

**Section 5.** Employees shall be allowed a rest period of fifteen (15) minutes during each four (4) hours of work, as near to the middle of the four (4) hours as practicable, at a time prescribed by the supervisors. If the period from the beginning of the daily tour of duty to the lunch period or from the lunch period to the end of the tour of duty is less than four (4) hours, a second rest period during the daily tour of duty will be granted only when the employee works an eight-hour day. These periods will not be used to extend employees' lunch periods or shorten workdays.

**Section 6.** Management will to the extent possible accommodate Regular employees who request not to be scheduled on the weekend.

**Section 7.** Call Back

- a. An employee may be placed in an on-call status for emergency duty.
- b. The requirement that employees make themselves available for emergency duty ordinarily will not extend beyond the requirement that they leave word at their homes as to where they may be reached.
- c. If more than one (1) employee possesses the required skills and qualifications, designations will be made on an equal rotating basis.
- d. Employees are expected to respond to call back assignments.
- e. The designation of employees to be available for call back is normally not a basis for additional compensation. Additional compensation will be paid if the employee is required to remain at a specific location where his time and activity is restricted by management, as provided in 5 C.F.R. § 551.431.
- f. If an employee is called back to duty, a minimum of two (2) hours pay will be paid.

**ARTICLE 21**

**OVERTIME**

**Section 1.** Overtime for employees who are Pay Band is defined as time in a work status in excess of 40 hours per week in any one work week (periods of leave are not considered as hours worked). Overtime for non-exempt Crafts and Trade Employees is defined as time in a pay status in excess of 8 hours per day or 40 hours in any one work week whichever offers the greater benefit to the employee (periods of leave are considered as hours worked). Employees qualifying for overtime will have their time computed at one and one half (1 ½) times the regular rate of hourly pay. Regular employees may request compensatory time off in lieu of overtime pay.

**Section 2.** Overtime shall be rotated equitably among employees in each work area (i.e., Recreation, Child Development Center, etc.) consistent with employee



classification (i.e., maintenance workers, laborers, waitresses, etc.). Records of overtime worked and declined shall be maintained and made available to the Union upon written request.

**Section 3.** When overtime work is necessary to meet operational schedules, employees requested to work overtime will be given as much advance notice as possible. Management will normally solicit volunteers, but will use inverse seniority/least overtime hours worked when assigning involuntary overtime. When overtime must be performed by personnel already on duty, this is a special circumstance which the Parties recognize may occur.

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

**Section 5.** Employees who are required to work overtime, without prior notice in emergency cases, will be allowed one (1) phone call without cost to the employee. The phone call will not exceed three (3) minutes.

## **ARTICLE 22**

### **ANNUAL LEAVE**

**Section 1.** Regular employees shall earn and be granted annual leave as follows:

<u>If the employee has</u>	<u>And</u>	<u>Then accrual rate is:</u>
Less than 3 years service		5% of total hours worked
At least 3 but fewer than 15 years service	It's not the last PPE in the FY	7 1/2 % of total hours worked
At least 3 years but fewer than 15 years service	It is the last PPE in the FY	12 1/2% of total hours worked
More than 15 years		10% of total hours worked

**Section 2.** The Employer agrees to grant annual leave to Regular employees for the purpose of rest, relaxation, recreation, or for other justifiable reasons consistent with workload requirements. Approval of requests for annual leave for unforeseen emergency reasons will be considered as the circumstances warrant.

**Section 3.** The Employer agrees that all disapproved annual leave requests will be returned to the employee with a notation in writing as to the reasons for the disapproval.

**Section 4.** It is agreed that no employee shall be called back from leave unless no other qualified employee within the organizational element is reasonably available to perform the required duties.

**Section 5.** Employees unable to report for duty because of a personal emergency must request emergency annual leave by notifying the supervisor or designee, if available, no later than two hours after the start of their regular scheduled work shift, except where circumstances beyond the control of the employee precludes contact. CYS child care personnel must notify the leave approving official or designee by telephone of the absence prior to the beginning of their work day, except where circumstances beyond the control of the employee precludes the contact.

**Section 6.** All employees may submit projected annual leave schedules (1 to 30 days) for the leave year by the second Tuesday in February. The employee's needs and desires will be considered by the Employer. Seniority will be used when all requests for annual leave cannot be approved. Other annual leave will be on a first come, first serve basis.

**Section 7.** Regular days off immediately preceding and following vacation periods will generally be treated as part of the vacation schedule, to permit employees to include those days in their vacation plans. In the event of special events, if the regular day off falls on the special event, employees must receive approval to include that regular day off as part of their vacation periods.

## **ARTICLE 23**

### **SICK LEAVE**

**Section 1.** Regular employees earn sick leave at a rate of 5% of total hours worked. The Union joins the Employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave so it will be available to them in case of extended illness.

**Section 2.** Sick leave, if accrued, shall be granted to employees when they are incapacitated from the performance of their duties provided that employees not reporting for work because of incapacitation for duty furnish notice to the

supervisor, or the supervisor's designee, by telephone or other available means as soon as possible prior to the start of the employee's shift, but not later than two (2) hours after the start of the duty day except when unusual circumstances preclude such advance notification. Childcare personnel must notify the leave approving official or designee by telephone of the absence prior to the beginning of their work day except where circumstances beyond the control of the employee precludes the contact. Unless other arrangements have been made, requests for sick leave must be made on each day of absence.

**Section 3.** Sick leave, if available, shall be granted to employees in accordance with applicable regulations when they are incapacitated from performance of their duties by sickness, injury, or pregnancy and confinement, for medical, dental, or optical examinations or treatment; or when exposed to contagious disease as determined by certified health authorities, the presence of the employee at his post of duty would jeopardize the health of coworkers. Requests for sick leave for medical, dental, or optical examination or treatment will normally be submitted for approval at least three (3) workdays in advance of the appointment. The request must contain information as to the time, place, and date of the appointment.

**Section 4.** The Employer may grant sick leave only when the need for sick leave is supported by administratively acceptable evidence. The Employer may consider an employee's self-certification as to the reason for his absence as administratively acceptable evidence, regardless of the duration of the absence. The Employer may also require a medical certificate or other administratively acceptable evidence as to the reason for an absence for any of the purposes described in Section 3 for an absence in excess of three (3) workdays. The Employer may also require a medical certificate for an absence of less than three (3) workdays in accordance with 5 C.F.R. § 630.405(a).

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

**Section 6.** The Employer will review the official sick leave record of each employee required to furnish a doctor's certificate at least semi-annually from date of issue to determine whether or not this requirement remains necessary. The employee will be notified in writing if the letter of requirement will be withdrawn.

**Section 7.** The employee may request and the Employer may approve advance sick leave not to exceed 240 hours in established deserving cases of serious disability or ailment. Approval of such leave is subject to the following:

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

b. The employee has exhausted all accumulated sick leave and any annual leave in excess of 240 hours;

c. There is no evidence indicating the employee will not remain employed after his return to duty long enough to repay the advanced sick leave;

d. The employee is not under a written medical certification requirement; and

e. If the employee is serving his probationary period, the advance leave should not be in excess of the amount that it is reasonably assured he will earn prior to the termination of his probationary period.

**Section 8.** When an employee is unable to perform the full range of his duties because of temporary medical incapacity, but is not required to remain home, the Employer will make every reasonable effort to assign work to the employee commensurate with his qualifications and the medical incapacity. If meaningful limited duties cannot be assigned to the employee, the employee may request to take either annual leave or leave without pay (LWOP) if sick leave has been exhausted.

**Section 9.** All employees' sick leave requests will be considered as personal need-to-know information. Official leave records will also be maintained in this respect.

## **ARTICLE 24**

### **FAMILY LEAVE**

**Section 1.** Statutory Entitlements under the Family and Medical Leave Act (FMLA) of 1993 and the Federal Employee Family Friendly Leave Act (FFLA) of 1994, are set forth in 5 C.F.R. § 630.1201 - 630.1210 and 5 C.F.R. § 630.401 –

630.404. A Regular employee becomes entitled to this benefit after having served 12 months of employment.

**Section 2.** A Regular employee may elect to substitute accrued annual leave for sick leave or LWOP.

**Section 3.** Job benefits and protection provided under the FMLA include the following:

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

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

c. The use of FMLA leave shall not result in the loss of any employment benefits which accrued prior to the start of an employee's leave. The employee may be required to use accrued annual leave over 240 hours.

**Section 4.** The FFLA authorizes Regular full time employees up to 104 hours of sick leave per year and Regular part time employees an amount of sick leave equal to the number of hours sick leave normally accrued during a leave year to do the following:

a. provide care for a family member who is incapacitated by a medical or mental condition or attend to a family member receiving medical, dental, or optical examination or treatment; or

b. make arrangements necessitated by the death of a family member or attend the funeral of a family member.

**Section 5.** In order for an employee to participate in the voluntary leave transfer program to care for a family member, he must use all available accrued leave including sick leave before applying to participate in the program.

## **ARTICLE 25**

### **BONE MARROW OR ORGAN DONATION**

**Section 1.** In accordance with 5 U.S.C. § 6327, a Regular employee may use up to fifty-six (56) hours of paid leave every calendar year to serve as a bone-marrow donor. A Regular employee also may use up to two hundred forty (240) hours of paid leave each calendar year to serve as an organ donor. Leave for bone marrow and organ donation is a separate category of leave that is in addition to annual and sick leave. Except in emergency cases, such absences must be requested by the employee in advance of the absence. They must be submitted in writing through the first level supervisor to the Commander, or designee, for approval. The request must state the nature of the donation and the amount of time requested. Any additional absence must be charged to annual, sick leave, or leave without pay, whichever is applicable. Official documentation from the medical center/provider must be submitted along with the request.

**Section 2.** A Flexible employee will be accommodated so that they can serve as a bone-marrow or organ donor. The Flexible employee, upon request, will be removed from the schedule for up to fifty-six (56) hours to serve as a bone-marrow donor and up to two hundred forty (240) hours to serve as an organ donor. Except in emergency cases, such absences must be requested by the employee in advance of the absence. They must be submitted in writing through the first level supervisor to the Commander, or designee, for approval. The request must state the nature of the donation and the amount of time requested. Official documentation from the medical center/provider must be submitted along with the request.

## **ARTICLE 26**

### **COURT LEAVE**

**Section 1.** In accordance with 5 U.S.C. §§ 6322, 5537, and 5515, a scheduled employee is entitled to Court Leave (paid time off without charge to leave for service as a juror or witness). The employee must be attending judicial proceedings as a juror or witness on behalf of either party if the U.S Government, the District of Columbia, or a state or local government is a party. An employee who is summoned as a witness in an official capacity on behalf of the Federal Government is on official duty, not Court Leave.

**Section 2.** A copy of the official summons shall be presented to the first level supervisor prior to the beginning of the Court Leave. Documentation from the court, stating the dates the employee was present for jury duty, shall be presented to the first level supervisor upon completion of service.

**Section 3.** An employee is responsible for informing his first level supervisor if he is excused from jury or witness service for one (1) day or more or for a substantial part of a day. If an employee is excused from jury duty with sufficient time to enable that employee to return to duty for at least two hours of the scheduled work day (including travel time) the employee shall return to duty unless granted appropriate leave by the Employer.

**Section 4.** An employee who is granted court leave will collect all fees for such service and forward them, exclusive of transportation, meals, or expense allowances, to the Custodian of the employing NAFI.

**Section 5.** When an employee's witness service is not in connection with a judicial proceeding to which a government entity is a party, and that service is not associated with the employee's official capacity, the employee's absence from duty must be charged to annual leave or LWOP, and the employee may accept fees and expenses incidental thereto.

## **ARTICLE 27**

### **LEAVE WITHOUT PAY**

**Section 1.** Leave Without Pay (LWOP) is a temporary non-pay status and absence from duty that may be granted at the employee's request. LWOP shall be administered in accordance with applicable laws and regulations. For coding purposes, Flexible employees will be maintained in a non-duty status.

**Section 2.** Employees have an entitlement to LWOP in the following situations:

a. The Family and Medical Leave Act of 1993 (FMLA) (Public Law 103-3, February 5, 1993), provides employees with an entitlement to a total of up to 12 weeks of unpaid leave (LWOP) during any 12-month period for certain family and medical needs.

b. The Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353) provides employees with an entitlement to LWOP

when employment with an Employer is interrupted by a period of service in the uniformed service.

c. Executive Order 5396, of July 17, 1930, provides that disabled veterans are entitled to LWOP for necessary medical treatment.

d. While receiving worker's compensation payments from the Longshore and Harbor Workers' Compensation Program.

e. Leave for Spouse and other Dependent NAF Employees upon Transfer of Military/Federal Civilian Sponsor. To assist employees in the transition process, LWOP shall be granted to Regular employees who are transferring with their military or civilian Federal (APF or NAF) sponsor. LWOP may also be granted to other employees who are transferring, and requesting LWOP before their separation. Such LWOP may only be granted to eligible employees whose performance is rated satisfactory or better. Employees must make a written request for the LWOP. They will also be required to complete part E, block 2, of a SF-52 listing a termination date effective no later than the first day after completion of the first 180 days of LWOP. Upon written request of the employee extensions may be for an additional 180 days. No additional extensions will be approved.

**Section 3.** Employees in an approved LWOP status will retain all rights and privileges with respect to retirement status and coverage under the U.S. Army NAF Group Insurance Plan and DoD NAF Health Benefits Plan (HBP), to the extent that they are entitled to such benefits. Employees should be aware that LWOP affects their entitlement to or eligibility for certain Federal benefits. (5 U.S.C. §§ 8332 and 8411; 5 CFR § 890.303(e)).

**Section 4.** When a liberal leave policy is in effect, and leave is granted, any employee may request LWOP for the absence. LWOP may be approved for employees who request leave for the period of time covered by the liberal leave policy.

**Section 5:** Any employee granted leave without pay is required to keep the Employer notified of his current address and/or contact information.



## **ARTICLE 28**

### **HOLIDAYS AND HOLIDAY OBSERVANCE**

**Section 1.** Employees shall be entitled to all holidays now prescribed by law and any that may be later added by law and all holidays that may be designated by Executive Order.

**Section 2.** Regular employees shall receive the number of hours normally scheduled to work on a day designated a holiday, at their regular hourly rate of pay, on all days defined as holidays that they are not required to work. However, regular employees will only be paid for the holiday if they are in a paid duty status the work day before or the work day after the holiday.

**Section 3.** All employees who work on holidays during their regular shift shall receive holiday pay computed in accordance with applicable regulations.

**Section 4.** Employees assigned to regularly scheduled night work are entitled to night differential pay in accordance with applicable regulations on all days designated as holidays on which they are not required to work.

**Section 5.** For Regular employees whose tour of duty is Monday through Friday, when a holiday falls on a Saturday, the holiday will be observed on the preceding Friday; likewise, when a holiday falls on a Sunday, it will be observed on the following Monday.

**Section 6.** For Regular employees who are scheduled to work on Sunday in their basic workweek, and a holiday falls on a regular scheduled workday in lieu of Sunday, the next scheduled workday will be observed as the holiday. For Regular employees scheduled to work on Saturday, and a holiday falls on a regular scheduled workday in lieu of Saturday, the previously scheduled workday will be observed as the holiday.

## **ARTICLE 29**

### **EXCUSED ABSENCES**

**Section 1.** Unit employees should be excused from duty to donate blood. Except in emergency situations, an employee will request excusal to give blood at least 48 hours in advance. If a unit employee is accepted as a donor and in fact donates blood, he may be excused from work for a period of four (4) hours, such time to

count from the time he left his place of work. In special cases, when the Employer determines that an employee can be spared to donate blood but cannot be spared from work for a period of four (4) hours, the employee must be so informed in sufficient time for the employee to decide whether or not he wishes to make the donation under those circumstances. Management may require proof of donation and the time required for such donation.

**Section 2.** Employees in a duty status should be excused to participate in job interviews, provided that the position is within the Federal Government and the interview is conducted at Fort Polk, during the employee's scheduled working hours. An employee will request excusal for an interview at least 48 hours in advance. Management may require proof of the interview, including arrival and departure time.

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

**Section 4.** Employees may be granted excused absences for other purposes in accordance with regulations.

**Section 5.** Supervisors have the authority to excuse up to 1 hour of employee absence from the worksite, but this authority is not to be used for absences that are more properly charged to annual or sick leave or to any compensatory leave which the employee may have to his credit. It is to be used for occasional tardiness or other brief absences from the worksite. If any employee is tardy or otherwise absent during duty hours and provides an acceptable explanation, the supervisor may excuse up to 1 hour without loss of pay or charge to leave.

## **ARTICLE 30**

### **ADVERSE WEATHER POLICY**

**Section 1.** When it has been determined that activities must be curtailed due to adverse weather conditions, employees scheduled to work shall be administratively excused without charge to leave or loss of pay. Employees

considered mission essential, as determined by the Employer, shall be required to report or remain on duty.

**Section 2.** When the decision has been made to curtail activities during duty hours and to administratively excuse employees, employees shall be promptly notified.

**Section 3.** When the Employer decides during non-duty hours to operate on a reduced basis or close the installation due to adverse weather conditions, the Employer will disseminate the information to local radio and TV stations or other appropriate means immediately after the decision is made.

**Section 4.** The Employer will make a good faith effort to inform the Union President of curtailment of operations due to adverse conditions.

**Section 5.** The Command will maintain a list of mission essential personnel for adverse weather operations and will provide written notification to personnel on this list. On-the-spot mission essential personnel shall be designated to complete work that must be accomplished.

**Section 6.** When it has been determined prior to the beginning of a tour of duty that activities must be curtailed due to adverse weather conditions, mission essential employees are expected to make every reasonable effort to report for duty. If it is impossible for mission essential employees to report for duty due to circumstances beyond their control, e.g. road closure, etc., they shall be excused. Proof of circumstances, such as a signed statement may be required.

**Section 7.** The Parties agree that there may be instances when the Employer is required to shut down or reduce its heating/air conditioning to conserve energy. If this should result in adverse working conditions, except where employees are excused, the Employer may use one or more of the following to reduce or eliminate such conditions:

- a. Allow nonessential employees to vary their tours of duty.
- b. Move employees to different locations on post.
- c. Implement liberal leave policies.

## **ARTICLE 31**

### **SAFETY AND HEALTH**

**Section 1.** The Employer will make every effort to provide and maintain safe working conditions and to comply with applicable laws and regulations related to the safety and health of employees.

**Section 2.** The Employer will exert reasonable effort to provide and maintain safe working conditions. The employee has the responsibility for observance of safe working practices and an obligation to observe safety rules and practices and to identify hazards to his supervisor to protect himself and fellow workers. The Employer and employees shall conform to all requirements concerning the reporting of accidents and the processing of applicable forms.

**Section 3.** It is agreed that prevention of injury as well as comfort and aid to injured individuals shall be of prime concern to the Employer and the Union.

**Section 4.** The Employer will provide all necessary special clothing and equipment for the protection of personnel in the performance of their assigned tasks in accordance with 5 U.S.C. § 7903. Protective clothing and equipment will be furnished by the government if it is necessary under OSHA and its implementing regulations, in accordance with 29 U.S.C. § 668.

**Section 5.** The Union will encourage all bargaining unit employees to report all accidents immediately, as required by existing regulations. The Employer will comply with regulations concerning reporting of accidents and providing medical services to employees. Time spent in medical facilities by employees during their duty hours for emergency medical treatment as a result of occupational illness or injury shall be considered duty time.

**Section 6.** In the employee break rooms in the child care facilities, the Employer will post the Illness Criteria for Denial of Service, the Medical Care After Admission, and the Reportable Diseases and Conditions from the Ft. Polk Child Youth and School Services Health Standard Operating Procedure. Within one hour of discovering that a child has an illness, as set out in the Reportable Diseases and Conditions, the supervisory staff of the Child Development Center (CDC) will notify all employees who are on duty in the building where the child is located of such diagnosis. Those employees who worked in the building but were not on duty at the time of the discovery will be informed within a reasonable time; however, an attempt will be made to contact each employee within 24

hours. A written notice will be posted at the entrance doors of that building and in the employees' break room. Supervisory staff will take all required steps to isolate the child, following all existing policies. The parents will be called to immediately retrieve the child.

**Section 7.** Non-slip flooring shall be placed in hazardous areas inside buildings, e.g. kitchens and laundry rooms.

**Section 8.** The Employer recognizes that employees required to work alone after normal duty hours may be subject to on the job injuries without anyone being aware of the injury. In view of this, the Employer agrees to establish procedures to ensure that, at the employee's request, an employee working alone after normal duty hours is periodically checked.

## **ARTICLE 32**

### **SPECIAL TOOLS AND UNIFORMS**

**Section 1.** The Employer will provide all necessary special clothing and equipment for the protection of personnel in the performance of their assigned tasks in accordance with 5 U.S.C. § 7903.

**Section 2.** If the employee is required to wear a smock, the Employer will provide and maintain the smock.

**Section 3.** If the employee is required to wear a uniform, the Employer will provide the uniform as follows:

a. If the employee works on average 4 or more days per week over any consecutive two month period, the employee will be provided 4 uniforms;

b. If the employee works on average less than 4 days per week, the employee will be provided 2 uniforms.

**Section 4.** The uniform and/or smock will be replaced by the Employer on an as needed basis.

**Section 5.** Employees may be required at the discretion of the Employer to turn in all tools, clothing, and equipment prior to out-processing.

## **ARTICLE 33**

### **ON THE JOB INJURIES**

**Section 1.** The Employer will provide emergency treatment and transportation necessary to secure treatment in incidents of on-the-job injuries. The Employer, upon notice of an on-the-job injury, will ensure that the proper forms are submitted in a timely manner.

**Section 2.** An employee who sustains an injury will normally be taken to the nearest medical facility. When possible, the Employer will honor the employee's request to be taken to a medical facility of the employee's choice.

**Section 3.** When an employee designates in writing a representative to assist in applying for these benefits, the representative will be authorized to review documents relating to the claim to which the employee is entitled to review.

**Section 4.** On the day of an on-the-job injury, time spent related to an on-the-job injury/occupational illness is considered duty time for pay purposes.

## **ARTICLE 34**

### **SMOKING**

**Section 1.** While the use of tobacco is not prohibited, tobacco users do not have the right to use tobacco anywhere they desire. Therefore, tobacco use in areas not designated for tobacco use is prohibited.

**Section 2.** Designated outdoor areas shall be provided for tobacco use within close proximity to activity buildings. Covered areas currently provided for tobacco use purposes will be maintained, subject to availability of authorized funding. Outdoor areas designated for smoking will not be located in areas commonly used by nonsmokers, and will not be in the immediate vicinity of supply air intakes or the main entrances of buildings.

**Section 3.** The Employer will encourage participation in smoking cessation classes. These services may be utilized once a year by Regular employees while in a duty status. The employee must submit a written request to his first line supervisor at least 5 work days prior to enrollment in program/classes. The supervisor will respond to the request within 3 work days.

**Section 4:** Electronic cigarettes are considered a tobacco for the purposes of this section. The restrictions set forth for smokers include those who smoke and/or use electronic cigarettes.

## **ARTICLE 35**

### **PROMOTION 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.** Flexible positions may be announced and open for applications as needed. The announcement will contain at the minimum the following:

- a. Title, Grade, Wage Range, and Location;
- b. Application instructions;
- c. Equal Employment Opportunity Statement; and
- d. Statement that applicants interested in major duties, qualifications, and hours should contact the CPAC NAF HR Division.

**Section 3.** All positions, except laterals, transfers, voluntary downgrades, placements resulting from a BBA, placements resulting from the Interchange Agreement, placements resulting from DOD UFM Conversation, and placements resulting from any IMCOM's Management Trainee Program, will be posted on USAJobs.gov. At the time the job announcement is posted, the announcement will be emailed to members of the bargaining unit and the Union.

**Section 4.** The vacancy announcement for regular positions will contain the following:

- a. Title, Grade, Wage Range, and Location;
- b. Number of Guaranteed work hours;
- c. Major Duties;

- d. Minimum qualification requirements;
- e. Application Instructions; and
- f. Equal Employment Opportunity statement.

**Section 5.** Employees shall be promoted on the basis of their merit and fitness for the job. Selection will be based upon merit and qualifications (Factors to be considered include, Job Knowledge, Work History/Experience, training and education).

**Section 6.** Pre-selection of a promotion candidate, prior to the posting of a vacancy, is prohibited. The Employer agrees that no individual shall be selected or notified of selection until proper procedures have been followed.

**Section 7.** Interviews by selecting officials may be required of any or all qualified candidates.

**Section 8.** Employees non-selected for a position will be notified in writing of non-selection. Failure to be selected when proper promotion procedures are used is not a basis for formal complaint. However, at an employee's request, the appropriate management official will review and discuss steps that could be taken to prepare for future opportunities. Bargaining unit applicants who are ineligible or not qualified shall be sent electronic notice.

**Section 9.** Applicants who wish to address or inquire about their qualifications determination must utilize the email address and/or contact number listed on each USAJOBS announcement within five (5) work days of receiving notice that they were not on the referral list. A response to this inquiry will be provided within five (5) work days. If the applicant is not satisfied at this step, they may file a grievance with the Commander and/or his designee within ten (10) work days. The Commander and/or his designee shall meet with the applicant within five (5) work days. The Commander and/or his designee shall provide a response to the applicant within twenty-five (25) calendar days from the date of the meeting. If the applicant and/or Union are not satisfied with the response, the Union may chose to invoke arbitration pursuant to the Arbitration Procedures, Article 47.



## **ARTICLE 36**

### **DETAILS AND TEMPORARY PROMOTIONS**

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

**Section 2.** Details will be made for temporary periods to meet the particular needs of the situation requiring the temporary service of an employee. Details will not be used in lieu of other appropriate personnel actions such as recruitment, promotion, or transfer.

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

**Section 4.** Records of detail of one through thirty days will be the responsibility of the supervisor. Such details will be documented on a memorandum that shall be provided to the employee. Details in excess of thirty (30) calendar days must be documented on a Request for Personnel Action (SF-52), and will be filed in the employee's electronic Official Personnel Folder (eOPF).

**Section 5.** Non-competitive details will normally be made from qualified employees within the immediate organizational element concerned. This does not limit management's right to consider employees from outside the organization element to obtain a qualified employee for the assignment.

**Section 6.** Cumulative details of thirty (30) days or more will be documented in the employee's official personnel folder. When making application for a promotion, an employee may present information relative to detail assignments if he believes such information has a bearing on his qualifications.

**Section 7.** Employees temporarily assigned by management to perform a grade controlling duty of a higher-graded position will be temporarily promoted when the assignment exceeds thirty (30) days and the employee is qualified for the promotion and meets eligibility requirements. Competitive procedures will be used for temporary promotions exceeding 120 days.

## **ARTICLE 37**

### **POSITION DESCRIPTION AND CLASSIFICATION**

**Section 1.** The Employer agrees that employees will normally be assigned work which is appropriate to their position description taking into account the mission of the Agency. "Other duties as assigned" frequently used in position descriptions will not be construed as meaning that a significant amount of work at a higher or lower grade level will be assigned to an employee unless the supervisor advises the CPAC and requests revision of the position description and appropriate classification action.

**Section 2.** The Employer agrees that position descriptions will be written based upon the duties and responsibilities assigned to positions. Employees will be furnished a copy of their position description initially and as changes are made.

**Section 3.** Each employee shall be afforded the opportunity to discuss with the Employer his position description to determine if the description is accurate. During these discussions, the employee may be accompanied by a Union representative, if requested. Employees will be furnished a copy of any changed position descriptions. Grievances regarding unresolved matters in this context will begin at Step 2 of the negotiated procedures.

**Section 4.** An employee who believes his position description is improperly classified and/or described may discuss the matter with the supervisor. The supervisor with such assistance as required shall explain the basis upon which duties were described and the position classification.

**Section 5.** A non-pay band employee who believes his position is not properly classified (incorrect title, pay plan, series or grade) may file a classification appeal. Classification decisions are not grievable. Non-pay band employees desiring to file a position classification appeal should contact the servicing Human Resource Specialist at the CPAC for appeal procedures.

**Section 6.** Pay band employees may not file a classification appeal. Pay band employees may file a grievance on the assignment of their position to a particular band with the Step 3 official. Within ten (10) work days, the Step 3 official and/or his designee will meet with the employee. The Step 3 official will have sixty (60) calendar days to investigate the grievance and provide a decision. If the grievance is not resolved, it may proceed to arbitration in accordance with Article 47.

## **ARTICLE 38**

### **PERFORMANCE EVALUATIONS**

**Section 1.** Performance management and evaluation will be administered in accordance with AR 215-3. Each employee's performance will be evaluated fairly and objectively.

**Section 2.** Each employee's performance will be evaluated fairly and objectively and accomplished in accordance with the Employer's published policy. Performance shall be rated in one of the following five categories: (1) Unsatisfactory; (2) Minimally Satisfactory; (3) Satisfactory; (4) Excellent; or (5) Outstanding. Employees will be provided a copy of their performance standards at the beginning of the rating cycle.

**Section 3.** The Employer will discuss with the employee his performance evaluation prior to making it a part of the employee's record.

**Section 4.** Each employee will be provided a copy of his annual performance evaluation.

**Section 5.** The employee has a right to grieve his performance evaluation. Grievances will begin at Step 1 of the Grievance Procedure and will be filed within ten (10) work days of receiving a performance evaluation. Employees may not grieve performance standards; however they may grieve the application of the standards.

**Section 6.** The Employer will counsel employees in relation to their overall performance on an as-needed basis and when the employee's performance drops below satisfactory level.

**Section 7.** When a Regular, non-probationary employee's performance drops to an unsatisfactory level, he will be notified in writing of his unsatisfactory performance, what action must be taken to improve his performance to a satisfactory level, and what assistance will be provided by the Employer to assist the employee to improve his performance. The Regular, non-probationary employee will be given a reasonable amount of time, not less than 90 days, to improve. During this time, the supervisor will normally meet with the Regular, non-probationary employee at least once a week to discuss the employee's performance. At the end of the notice period, the Regular, non-probationary

employee will be reevaluated. If the performance has not sufficiently improved and the Employer is proposing corrective administrative action, the Employer will give the Regular, non-probationary employee a written notice of the proposed corrective action which would result in a change to a lower grade level or separation. Such action will be given to the Regular, non-probationary employee at least 30 days in advance of effecting the proposed action. Regular, non-probationary employees will be provided ten (10) work days in which to respond to the proposed action orally and/or in writing. A grievance resulting from a performance based action will be filed at Step 3 of the Negotiated Grievance Procedure within ten (10) work days of the effective date of the action.

**Section 8.** If the Employer intends to remove a flexible employee for performance and the flexible employee has been continuously working for the Employer for at least 12 months, the above procedures will apply to the flexible employee.

## **ARTICLE 39**

### **CIVILIAN AWARDS AND RECOGNITION**

**Section 1.** The Department of the Army awards program recognizes and rewards civilian employees whose performance contributes significantly to the Army's mission. The civilian awards and recognition program will be in accordance with AR 215-3, applicable instructions and this Article.

**Section 2.** Types of awards include:

- a. On the Spot Cash Award
- b. Honorary Awards
- c. Letters of Commendation
- d. Length of Service Awards
- e. Suggestion Awards
- f. Time Off Awards
- g. Civilian of the Quarter/Year Awards
- h. Performance Awards
- i. Special Act of Service Awards

**Section 3.** Peers, supervisors or members of other commands may submit award nominations to an employee's first or second line supervisor.

**Section 4.** The Union will be provided a listing of Command awards for bargaining unit employees upon written request. The list will contain employee name, section, type of award (amount of award) and date award was received.

## **ARTICLE 40**

### **WAGE SURVEYS**

**Section 1.** The Union will be notified of a locality wage survey and of the schedule as established by the DOD Wage Fixing Authority.

**Section 2.** The Union may designate one (1) member to serve on the Local Wage Survey Committee.

**Section 3.** The Union may nominate employees as labor data collectors. The Employer may, for extraordinary reasons, elect not to appoint the nominated employee. If the Employer chooses to not appoint the nominated employee, the Union shall provide additional recommendations as provided by 5 C.F.R. § 532.

## **ARTICLE 41**

### **PAY PROVISIONS**

**Section 1.** The Department of Defense Wage Fixing Authority is responsible for developing and issuing NF pay schedules. All employees will be given the pay increase reflected on the appropriate pay schedule released by the DoD Wage Fixing Authority for the area.

**Section 2.** Craft and Trade (NA and NL) employees will have their "step increases" granted in compliance with 5 U.S.C. § 5343(e)(2).

**Section 3.** The Employer shall pay Crafts and Trades employees in the bargaining unit who are at a Step 5 a bonus of \$100 if the employee receives an annual performance rating of satisfactory, \$200 if the employee receives an annual performance rating of excellent, and \$300 if the employee receives an annual performance rating of outstanding. The bonus will be awarded based on the annual performance appraisal.

**Section 4.** Craft and Trade employees are entitled to a shift differential in addition to their hourly rate:

a. amounting to a 7 ½ percent of the hourly rate for regular scheduled non-overtime work, the majority of the hours of which occur between 1500 and 2400 hours; and

b. amounting to 10 percent of the hourly rate for regularly scheduled non-overtime work, the majority of the hours of which occur between 2300 and 0800.

c. A majority of the hours for purposes of this section is a number of whole hours greater than one-half of the regularly scheduled (non-overtime) shift, to include meal breaks of one (1) hour or less.

d. Craft and Trade employees are entitled to Sunday premium. An employee who performs work during a regularly scheduled tour of duty of eight (8) hours or less, which is not overtime, and the work is performed on Sunday, is entitled to receive his basic pay, plus premium pay at a rate equal to 25% of his basic rate of pay.

**Section 5.** Pay Band employees who receive a performance rating of at least satisfactory will receive a pay increase of 1% of their basic rate of pay, who receive a performance rating of at least excellent will receive a pay increase of 2% of their basic rate of pay, and who receive a performance rating of at least outstanding will receive a pay increase of 3% of their basic rate of pay. In no instance will the increase exceed the maximum pay of the pay band. If the above employee has reached the maximum pay of their Pay Band, in lieu of a pay increase the employee who receives a performance rating of at least satisfactory will receive a bonus of 1% of their basic rate of pay, who receives a performance rating of at least excellent will receive a bonus of 2% of their basic rate of pay, and who receives a performance rating of at least outstanding will receive a bonus of 3% of their basic rate of pay. The above increases and bonuses will be awarded based on the annual performance appraisal. The pay increase will be retroactive to the first pay period after the end of the annual appraisal period.

**Section 6.** 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 7.** Regular pay band employees shall receive Sunday premium pay for Sunday work. The Sunday premium rate is an additional 25 percent of the hourly rate for each hour of work (including periods of leave and holidays).

**Section 8.** Tipped employees shall receive in excess of their basic pay all tips received for services rendered by that individual employee. The offset for tips will be in accordance with the Fair Labor Standards Act.

**Section 9.** Back pay due to unjustified personnel actions will be in accordance with 5 U.S.C. § 5596.

## **ARTICLE 42**

### **HEALTH INSURANCE AND RETIREMENT**

**Section 1.** All regular employees are eligible to participate in the health insurance plan.

**Section 2.** The cost for health insurance will be distributed in the following manner

Employee share – 30 percent  
Employer share – 70 percent

**Section 3.** All regular civilian employees are eligible to participate in the retirement plan. During the first six (6) months of employment, all Regular employees are required to participate in the retirement plan.

## **ARTICLE 43**

### **BUSINESS BASED ACTIONS**

**Section 1.** Business Based Actions (BBAs) allow NAFIs to make necessary workforce adjustments to streamline operations and improve efficiencies. A BBA is used to adjust resources in response to changes in business revenue, budget, workload, organization, or mission. A BBA may also be used when there is a lack of funding, transfer of function, dissolution of a NAFI, privatization of function, or closures due to construction or renovations.

**Section 2.** The Employer will advise the Union in writing of any BBA. At that time the Union may request bargaining in accordance with Article 9, Negotiations.

## **ARTICLE 44**

### **DISCIPLINARY ACTIONS**

**Section 1.** All Disciplinary actions will be taken only for just cause and will be fairly and equitably administered. Disciplinary actions shall be supported by a preponderance of evidence. Disciplinary actions will be initiated in a timely manner.

**Section 2.** Disciplinary actions are defined as informal corrective actions and formal corrective actions. Informal actions include oral admonishments, Letters of Counseling, Letters of Warning, and Letters of Concern. Formal actions include written reprimands, suspensions, demotions for cause, and separation for cause. The Employer will furnish each affected employee a copy of a memorandum for record when issued.

**Section 3.** When a determination is made that a reprimand is necessary, the reprimand will be processed in accordance with the appropriate regulatory guidance.

**Section 4.** If the Employer proposes a suspension, the following procedures will apply for Regular non-probationary employees:

a. The Employer will provide the employee a fourteen (14) calendar day advance notice citing enough specifics to enable the employee to answer the notice and provide an opportunity to review the material relied on to support the proposed suspension. Such specifics as time, place, dates, and events should be included in support of the incident giving rise to the suspension action. Notice of proposed suspension will be specific enough to enable an employee to answer the notice and to review the material relied on to support the proposed action.

b. The employee may reply to the notice of proposed suspension both orally and in writing, and furnish affidavits and other documentary evidence in support of his answer within seven (7) calendar days after receipt of the proposed notice. The Employer will give reasonable consideration to extending the right to reply period if the employee submits a timely written request stating valid reasons for desiring more time.



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

**Section 5.** If the Employer proposes a separation or demotion, the following procedures will apply for Regular non-probationary employees:

a. The Employer will provide regular employees a 30-calendar day advance notice (unless the crime provision is invoked). The notice and supporting documents will provide a description of the offense, in sufficient detail (see 4a above), to enable the employee to understand fully the violation, infraction, conduct, or offense for which he is charged. Notice of proposed separation or demotion will be specific enough to enable an employee to answer the notice and to review the material relied on to support the proposed action.

b. The employee may reply to the notice of proposed separation or demotion both orally and in writing and furnish affidavits and other documentary evidence in support of his answer within fourteen (14) calendar days, unless the crime provision is invoked, after receipt of the proposed notice. The Employer will consider extending the right to reply period if the employee submits a timely written request stating valid reasons for desiring more time.

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

**Section 6.** A grievance resulting from a suspension, demotion as a disciplinary action, or removal will be filed beginning at Step 3, within ten (10) work days of the effective date of the disciplinary action. A grievance resulting from all other disciplinary actions will be filed beginning at Step 1, with the deciding official of the action, within ten (10) work days of the effective date of the action.

## **ARTICLE 45**

### **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 Union will be notified of employee training and development policies to be established within the administrative authority of the Employer.

**Section 3.** The Parties agree to encourage employees to pursue self-improvement and training to increase efficiency and output. Employees are encouraged to familiarize themselves with MWR online [www.imcomacademy.com](http://www.imcomacademy.com), a MWR specific career development tool.

**Section 4.** The Employer will provide necessary on-the-job orientation training to assist a newly assigned employee.

**Section 5.** Based on availability of funds, the Employer agrees to recommend approval of enrollment of employees in job-related courses at the expense of the Employer. Failure to successfully complete such courses could result in that employee being required to reimburse the Government for subject course and denied future courses.

**Section 6.** Each employee shall receive fair and equitable consideration to participate in training consistent with the needs of the Employer. The Employer will endeavor to assure that employees are provided necessary training and/or assistance to meet the performance requirements of their position.

## **ARTICLE 46**

### **GRIEVANCE PROCEDURES**

**Section 1.** The purpose of this Article is to provide a mutually acceptable method for prompt settlement of grievances. The Parties agree that the expeditious settlement of grievances at the lowest possible level is in the best interest of the government service. This procedure is designed to provide an ethical, orderly, and equitable means for resolving grievances.

**Section 2.** Unit employees covered by this Agreement may present a grievance which may be processed with or without Union representation at the grievant's discretion. However, the Union shall have the right to have its representative present at the grievance meetings. This right to individual presentation does not include the right to take the matter to arbitration, unless the Union agrees to do so.

**Section 3.** This Article provides procedures for the processing of grievances relating to the interpretation and/or application of this Agreement, and to matters relating to personnel policies, practices, and working conditions which fall within the discretionary authority of the Employer. This shall be the sole procedure available for processing covered grievances.

**Section 4.** A grievance means any complaint:

a. By any unit employee concerning any matter relating to the employment of the employee, except for those matters specifically excluded in Section 5 of this Article;

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

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

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

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

**Section 5.** Matters excluded from this grievance procedure are as follows:

a. A claimed violation of prohibited political activities;

b. Retirement, life insurance, health benefits, and matters relating to the Agency's Worker's Compensation Program;

c. A suspension or removal under 5 USC § 7532 (National Security);

d. Any examination, certification or appointment of candidates for federal employment;

e. The classification of any position;

f. Equal Employment Opportunity complaints or allegations;

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

h. Notice of proposed actions;

i. Granting or not granting a discretionary performance, incentive, honorary, or any other award, unless the decision is arbitrary or capricious;

j. Reassignment to a position at the same rate of pay and appointment category, unless the reassignment is within 6 months of a BBA and the employee is adversely impacted by the BBA;

k. Separation during probationary period; and

l. Separation from a flexible appointment provided all procedural requirements have been met unless:

- 1) the employee has at least 12 months of continuous service and
- 2) the separation is for performance or cause.

If the Employer contests the employee's entitlement to unemployment compensation then the separation is deemed for cause.

**Section 6.** Grievances may be initiated by:

- a. employees (either individually or jointly);
- b. the Union; or
- c. the Employer.

Regardless of Union membership, employees shall not be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation or established Agency policy. An employee or group of employees in the unit may only be represented by themselves or the Union in filing a grievance under this negotiated procedure.

**Section 7.** If two or more employees initiate identical grievances, where the basis for the grievance and corrective action being sought are identical, the Union, if it has been designated as the representative, will call the employees together and have them select one of the grievances for processing. The decision made on the grievance selected for processing will be equally applicable to all of the other identical grievances.

**Section 8.** Reasonable official time will be granted to aggrieved unit employees to investigate, prepare and/or present a grievance through this Negotiated Grievance Procedure.

**Section 9.** Once a grievance has been accepted for processing under this Grievance Procedure, failure of the aggrieved employee or the Union to comply with any applicable time limit will terminate further consideration of the grievance, except as otherwise provided herein. Failure of the Employer to comply with any applicable processing time will constitute a valid basis for the grievance being advanced to the next higher step of this Grievance Procedure. However, any time limits stated in this Article may be extended by mutual written

agreement between the Employer and the Union. Absent extraordinary circumstances, extensions will not exceed five (5) work days.

**Section 10.** A grievance by the employee, Union, or the Employer shall be filed within ten (10) work days of the occurrence or awareness, whichever occurs later, of the incident being grieved, except for extenuating circumstances, such as an unavoidable or an authorized absence of the aggrieved. Should extenuating circumstances preclude adherence to the above-stated time constraints, written reasons will be submitted with the grievance.

**Section 11.** Employee grievances shall be processed as follows:

Step 1. Employees shall first take up a grievance with their immediate supervisor. The employee may choose to have a Union representative. The following shall be specified in writing:

- a. The basis for the grievance;
- b. The date of the occurrence or awareness of the incident being grieved;  
and
- c. The corrective relief sought.

The immediate supervisor shall make a reasonable effort to resolve the grievance and will hold a meeting with the grievant and Union representative and render a written decision or findings/conclusions to the employee within ten (10) work days of the date the employee submitted the grievance.

Step 2. Should resolution not occur at Step 1, the employee may submit the grievance for further consideration by filing the grievance within ten (10) work days of receipt of the Step 1 decision to the second line supervisor.

The second line supervisor or designee, will meet within five (5) work days with the aggrieved employee and Union representative(s) to discuss the grievance. The second line supervisor, or designee, will render a written decision within ten (10) work days from the date of the meeting.

Step 3. Should resolution not occur at Step 2, within seven (7) work days of receipt of the step 2 decision, the employee may submit the grievance for further consideration by filing his written grievance to the Commander. This grievance shall identify:

- a. The basis for the grievance;

- b. The date of the occurrence or awareness of the incident being grieved;
- c. The date of receipt of the step 2 decision; and
- d. The corrective relief sought.

Within five (5) work days of receipt of the Step 3 grievance representatives of the Employer will meet with the grieved employee and his Union representative to discuss the grievance. The Commander or designee will render a written decision within ten (10) work days from the date of the meeting.

**Section 12.** Employer grievances shall be filed in writing with the President of the Union. The grievance shall specify the basis for the grievance and the corrective relief sought. Within five (5) work days, a meeting shall be held to discuss the grievance. The President shall issue a written decision within ten (10) work days of the meeting.

**Section 13.** Union grievances shall be filed in writing with the Commander by an elected officer of the Union. The grievance shall specify the basis for the grievance and the corrective relief sought. Within five (5) work days, a meeting shall be held to discuss the grievance. The Commander, or designee, shall issue a written decision within ten (10) work days of the meeting.

**Section 14.** The parties agree to consider the use of the Federal Mediation and Conciliation Service (FMCS) grievance mediation services. Grievance mediation must be requested in writing within ten (10) work days following the last step in the Grievance Procedure. Grievance mediation, if used, must be by mutual consent. Neither party is obligated to use this service; nor shall the voluntary, mutual consent to use the service limit a Party's right to invoke arbitration at a later date. If the Parties agree to use grievance mediation, they must submit a joint, signed request, asking for FMCS assistance. Such request will be made with the understanding that grievance mediation is an informal process intended as a supplement to and not a substitute for the arbitration process. The Parties also agree that if grievance mediation is used, it shall be conducted at the discretion of the FMCS and that the Parties agree to follow the guidelines, which entitle a grievant to be present at the mediation conference. The Mediator has no authority to compel resolution of the grievance. If the grievance is not settled during the mediation process, the matter may proceed on to arbitration. Nothing said or done by the Parties or the Mediator during mediation can be entered as evidence or used against them during any subsequent arbitration proceedings. Furthermore, the parties agree to hold FMCS, and the Mediator appointed by the Service to conduct the mediation conference, harmless of any claim of damages arising from the mediation process.

**Section 15.** Grievances not resolved through the provisions of this Article may be referred to Arbitration by either the Union or the Employer.

## **ARTICLE 47**

### **ARBITRATION PROCEDURE**

**Section 1.** When a matter pursued through the Negotiated Grievance Procedure is not satisfactorily resolved at the final step of the grievance procedure, the matter may be submitted for arbitration by the Employer or the Union. The request to invoke arbitration must be in writing and must be received by the Commander or the Union President within fifteen (15) work days of the date of receipt of the final grievance decision or conclusion of grievance mediation. Only the Parties to this Agreement may invoke arbitration.

**Section 2.** Within ten (10) work days after receipt of the arbitration request, the Employer and the Union will jointly request that the Federal Mediation and Conciliation Service submit a list of seven (7) impartial persons qualified to act as arbitrators. The party invoking the arbitration will initially pay the appropriate list fee. The fee will be split if there is a split decision. The losing party shall otherwise be responsible for the fee. Unless agreed otherwise, representatives of the Union and the Employer will meet within ten (10) work days after receipt of such a list. A representative of the Union and a representative of the Employer will each strike one arbitrator's name from the list of seven (7); they will then repeat this procedure. The remaining name will be the duly selected arbitrator. A flip of a coin will decide which Party strikes first.

**Section 3.** The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case in the event:

- a. either party refuses to participate in the selection of an Arbitrator; or
- b. upon inaction or undue delay on the part of either party.

**Section 4.** The parties will in good faith attempt to define the issue. If complete agreement cannot be reached on the issue prior to arbitration, the parties will present their respective issues to the Arbitrator at the hearing. The Arbitrator will then determine the issue to be heard.

**Section 5.** Grievability and arbitrability of issues, if unresolved, will be handled as threshold issues at Arbitration. Grievability or arbitrability issues must be raised in writing to the other party within ten (10) work days after arbitration is invoked.

**Section 6.** The parties will make a good faith effort in scheduling the arbitration. Once the arbitration date is set, if one of the parties seeks to change the date, that party is responsible for paying the cancellation fee, if any. If the date is changed based on a stipulation, both parties will split the cancellation fee, if any.

**Section 7.** At least twelve (12) work days prior to the arbitration, the parties will exchange anticipated witness lists.

**Section 8.** Witnesses who are not located within the continental United States may appear telephonically or via video teleconference.

**Section 9.** The Arbitrator's fees and expenses 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 fees and expenses will be shared equally by the Employer and the Union. Where the Union and the Employer mutually request, a transcript or the arbitrator requests a transcript, the expenses will be shared; otherwise the party requesting the transcript shall bear the expense. The Employer and the Union shall share equally the expenses of any mutually agreed upon services.

**Section 10.** The arbitration hearing will be on the Employer's premises during the Employer's regular administrative working hours. Each person authorized to attend the arbitration hearing who is employed by the Employer and who is on active duty status at the time the hearing is held will be excused from duty to participate in the arbitration proceedings without loss of pay or charge to annual leave. When necessary, an employee's shift will be adjusted to accommodate presence at the hearing in a duty status.

**Section 11.** The Arbitrator will be requested to render a decision not later than thirty (30) calendar days after conclusion of the hearing, unless the parties agree otherwise.

**Section 12.** The Arbitrator will not change, modify, alter, delete, or add to the provisions of this Agreement; this right is the prerogative of the Union and the Employer only.

**Section 13.** Either the Union or the Employer may file exceptions to an Arbitrator's award in accordance with law and regulations.



## **ARTICLE 48**

### **TRAVEL**

**Section 1.** The Employer has the right to require employees to travel on temporary duty (TDY) under the conditions prescribed in applicable laws and regulations.

**Section 2.** Issuance of travel orders, advance of travel pay and payment of per diem and travel allowances shall be in accordance with applicable laws and regulations. Employees are required to use the Government contractor-issued travel card for all official travel expenses unless they have an exemption. Exemptions are granted in accordance with JTR 301-51.3. Travel advances will be authorized in accordance with JTR 301-51.5.

**Section 3.** Where possible, the Employer shall issue travel orders, when required, sufficiently in advance to permit the employee to obtain transportation requests during working hours prior to the scheduled day of departure.

**Section 4.** Employees on TDY may be authorized use of special conveyances (rental cars or taxis) necessary in the performance of official duty travel as authorized in travel orders. Official duty travel includes travel to and from transportation terminals, between TDY quarters and place of duty and between place of duty and eating establishments.

**Section 5.** As outlined in applicable travel regulations, the use of government quarters may or may not be required. Should government quarters not be required and an employee elect to not use government quarters, the employee will be reimbursed at the appropriate per diem rate for the locality.

## **ARTICLE 49**

### **LOCAL TRAVEL**

When conducting official business employees should avail themselves of existing Employer furnished transportation services. Upon prior written approval from the Director of Family, Morale, Welfare, and Recreation, employee(s) may elect to use privately owned vehicles for official business. Such employee will be reimbursed for mileage in accordance with the Joint Travel Regulations.

## **ARTICLE 50**

### **PERSONNEL RECORDS**

**Section 1.** An electronic Official Personnel Folder (eOPF) as prescribed by the Office of Personnel Management and the Department of the Army will be maintained for each employee.

**Section 2.** All employees may access and review their eOPF online from a government computer at <https://eopf1.nbc.gov/army/>. During initial in-processing, employees may request copies of various pre-employment documents requiring signature by CPAC to include their job description. Otherwise, employees are able to access a copy of their Notification of Personnel Actions (DA Form 3434); health and life insurance election forms; designations of beneficiary; performance appraisals, and other documents officially filed in the folder.

## **ARTICLE 51**

### **COMBINED FEDERAL CAMPAIGN**

**Section 1.** The installation is authorized to encourage participation in and to solicit funds under the Combined Federal Campaign depending largely on voluntary participation and contributions for successively achieving its goals.

**Section 2.** The Parties agree to encourage employees as individual citizens and as members of a community to participation and contribute voluntarily to charitable organizations as a part of their personal responsibilities as citizens.

**Section 3.** The Employer agrees that:

- a. approved fund raising drives will be conducted in keeping with the principles of true and voluntary participation and giving; and
- b. coercion, overt or implicit, shall not be practiced by personnel appointed as solicitors or by the Employer's personnel.

## **ARTICLE 52**

### **FRAUD, WASTE, AND ABUSE**

**Section 1.** All employees should report fraud, waste, and abuse relating to both the Command and other DOD activities.

**Section 2.** Any employee who suspects a case of fraud, waste, and abuse is encouraged to report the situation to his chain of command or the inspector general (IG). In addition, reporting agencies and phone numbers are available through various media, including bulletin boards. Post publications, and internet sites. The following listed numbers are informational purposes only and were valid at the time this article was approved. Neither party guarantees the accuracy of these numbers:

Inspector General	(337) 531-7878
Department of the Army	(800) 752-9747
DOD Hotline	DSN 227-1061
Toll Free	(800) 424-9098
General Accounting Office (GAO)	
Hotline – Toll Free	(800) 424-5454
U.S. Office of Special Counsel hotlines:	
(a) Prohibited Personnel Practice	(800) 872-9855
(b) Whistleblower Disclosure	(800) 572-2249
(c) Political Activity (“Hatch Act”)	(800) 854-2824

## **ARTICLE 53**

### **GENERAL PROVISIONS**

**Section 1.** The Union will be provided a copy of regulations affecting conditions of employment and proposed changes thereto. Union officers/stewards, upon request, will be granted access to regulations necessary to assist them in carrying out their representational tasks.

**Section 2.** Union officers/stewards may use internal mail distribution in carrying out their representational tasks.

**Section 3.** Union representatives will have access to the Union office.

**Section 4.** Employees will have reasonable computer access and assistance on duty time to conduct official Agency or Union representational business which may include accessing eOPF, My Pay, training and related matters.

**Section 5.** Activity facilities will be made available where practicable upon request for Union meeting. Management will make every reasonable effort to make such facilities available. The Union will be responsible for the security of the facility and for the policing of the facilities after these meetings.

**Section 6.** When an employee is counseled by a supervisor, the supervisor will ask the employee to sign any written counseling. This signature indicates the employee has seen the documentation and not whether or not the employee agrees with it. If the employee refuses to sign, a Union representative or other witness will sign the document indicating they are aware the employee has seen the document.

**Section 7.** The Union's rights to represent employees as specified in this Agreement applies to work performed during scheduled tours of duty, as well as scheduled periods of overtime.

## **ARTICLE 54**

### **DISTRIBUTION OF AGREEMENT**

The Agreement will be typed in final form by the Employer. Within sixty (60) days of the effective date of this Agreement, the Employer will provide a copy of the Agreement to all current bargaining unit employees. The Union shall provide the Agreement to all new bargaining unit employees. The Union will be provided one hundred (100) copies of the Agreement. The Agreement will also be placed on Sharepoint.

## **ARTICLE 55**

### **DURATION AND CHANGES**

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

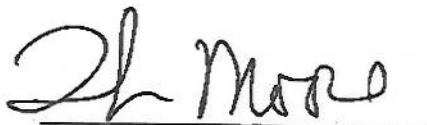
**Section 2.** This Agreement is subject to reopening:

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

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

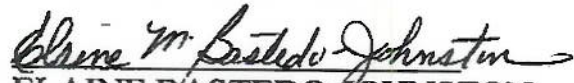
By the signature of the authorities represented below, the Employer and Union have executed this Agreement on this 26 day of January 2015.

FOR THE EMPLOYER



T. GLENN MOORE  
COL, AV  
Commanding  
U.S. Army Installation Management  
Command (IMCOM)  
Fort Polk, Louisiana

FOR THE UNION



ELAINE BASTEDO JOHNSTON  
Acting President, Local 10  
National Association of Independent  
Labor

Approved by the Department of Defense on 24 FEB 2015 to be effective on 24 FEB 2015