

# **LABOR AGREEMENT**

**HEADQUARTERS  
U. S. ARMY GARRISON  
FORT SAM HOUSTON**

**LOCAL 3961  
AMERICAN FEDERATION  
OF  
GOVERNMENT EMPLOYEES  
AFL-CIO**

**NONAPPROPRIATED FUND  
EMPLOYEES**

**June 8, 1998**

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AGREEMENT  
BETWEEN  
HEADQUARTERS, U.S. ARMY GARRISON, FORT SAM HOUSTON  
AND  
LOCAL 3961  
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO  
FOR  
NONAPPROPRIATED FUND EMPLOYEES

PREAMBLE

This agreement is made and entered into by and between THE UNITED STATES ARMY, HEADQUARTERS, U.S. ARMY GARRISON, FORT SAM HOUSTON, FORT SAM HOUSTON, TEXAS, hereinafter referred to as the Employer, and LOCAL 3961, AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES (AFGE), AFL-CIO, hereinafter referred to as the Union. This agreement constitutes a collective agreement between the parties hereto.

ARTICLE I

COVERAGE

1-1. The Employer hereby recognizes the Union as the exclusive representative of all employees in the unit as defined in 1-2 below. The Union recognizes its responsibility of representing the interests of all such employees without discrimination and without regard to union membership with respect to grievances, personnel practices, policies and procedures or other matters affecting their general working conditions, subject to express limitations set forth elsewhere in the agreement.

1-2. a. INCLUDED: All nonsupervisory, nonappropriated fund, full-time, part-time, and temporary employees including military personnel employed during their off-duty hours who are employed by any nonappropriated fund activity under the command jurisdiction of the Commanding Officer, Fort Sam Houston, Texas.

b. EXCLUDED: All professional employees; management officials; supervisors; all intermittently employed employees; appropriated fund employees; Army and Air Force Exchange Service employees; and all seasonal hire employees (employees on temporary appointments normally less than 155 days, e.g., lifeguards, etc.); and employees described in 5 U.S.C. 7112 (b) (2) (3) (4) (6) and (7).

## ARTICLE 2

### LEGAL AND REGULATORY REQUIREMENTS

2-1. In the administration of all matters covered by the agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published agency policies and regulations in existence at the time the agreement was approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.

## ARTICLE 3

### PURPOSE

3-1. It is the purpose of this agreement to identify the parties to the agreement and define their respective roles and responsibilities under the agreement; to state the policies, procedures and methods that will hereinafter govern the working relations between the parties; and to indicate the nature of the subject matter of proper mutual concern. It is intended that this agreement will achieve the following:

a. Provide the employees, through their Union, the opportunity of participation in the formulation and implementation of personnel policies, practices and procedures;

b. Provide, through mutual effort and understanding, for the highest degree of efficiency and responsibility in the accomplishment of the mission of the employer;

c. Promote systematic and meaningful employee-management cooperation and consultation;

d. Provide means for amicable discussion and adjustment of all matters of mutual interest at the Nonappropriated Fund Activity, Fort Sam Houston, Texas; and

e. Implement, through this agreement, a grievance and arbitration procedure.

## ARTICLE 4

### RIGHTS OF THE EMPLOYER

4-1. Management officials of the agency retain the right, in accordance with applicable laws and regulations:

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

b. 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;

c. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

d. With respect to filling positions, to make selections for appointments from

(1) Among properly ranked and certified candidates for promotion; or

(2) Any other appropriate source; and

e. To take whatever actions may be necessary to carry out the agency mission during emergencies.

4-2. The right to make rules, regulations, and policies shall be considered acknowledged functions of the Employer. In making rules, regulations and policies relating to personnel policies, practices and procedures, and matters of working conditions, the Employer shall give due regard and consideration to the rights of the Union and the obligations imposed by this agreement. Where such rules and regulations conflict or abrogate the written content of this agreement, the agreement will control, with exception of mutually agreed changes by the parties through impact and implementation bargaining procedures.

4-3. In the spirit of partnership, and as long as Executive Order 12871 remains in effect, the Parties agree, when there is a change in working conditions, to negotiate upon request:

a. 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. In the event the Parties become engaged in a negotiability dispute or reach impasse, either Party may seek the services of the Federal Mediation and Conciliation Service (FMCS), the Federal Service Impasses Panel (FSIP), or the Federal Labor Relations Authority (FLRA), as appropriate;

b. Procedures which management officials of the Employer 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

### RIGHTS OF EMPLOYEES

5-1. Employees shall have the right, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Union or to refrain from any such activity. The freedom of employees to assist the Union shall be recognized as extending to participation in the management of the Union in the capacity of a Union representative, including presentation of its view to officials of the Executive Branch, the U. S. Congress, or other appropriate authority.

5-2. The Employer shall take action as may be required and consistent with laws and/or directives to assure that employees are apprised of their rights and privileges provided in Chapter 71 of Title 5 of the U. S. Code and that no interference, restraint, coercion or discrimination is practiced to discourage or encourage membership in any labor organization. The Employer agrees that all provisions of this agreement shall be applied fairly and equitably to all employees in the unit.

5-3. Nothing in this agreement shall require an employee to become or to remain a member of the Union, or to pay money to the Union except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

5-4. Each employee shall have and be protected in the right to grieve and/or to bring matters of personal concern to the attention of appropriate officials of the Employer under applicable law, rules, regulations or established policy. Neither this agreement nor any addition or supplement thereto shall diminish or impair any such rights which would otherwise be available to any employee in the absence of this agreement. The employee has the right to have the Union represent him, or he may represent himself, in a grievance under the negotiated grievance procedure or Department of the Army nonappropriated fund administrative grievance procedure, or an appellate action. The employee also has the right to choose his own representative for a grievance under the Department of the Army nonappropriated fund administrative grievance procedure or for an appellate action. Should the employee choose to hire a personal representative, the union shall not be obligated to pay the fee, and any and all indebtedness so accrued shall be the responsibility of the employee concerned.

5-5. The parties agree that in the policies, procedures, and practices of the Employer and the Union there shall be no discrimination against any employee on account of age, sex, race, creed, color, marital status, national origin, union membership

or non-union membership.

5-6. Each employee within the unit covered by this agreement shall have the right to request and receive Union representation at formal stages of a disciplinary action, adverse action or grievance. For purposes of this provision, a meeting between the employee and more than one echelon of management will be considered formal.

## ARTICLE 6

### RIGHTS OF THE UNION

6-1. The Employer recognizes the Union as the exclusive representative of all employees in the bargaining unit and, as such, is entitled to act for and to negotiate agreements covering all employees in the unit and to meet with the Employer with regard to all matters affecting the conditions of employment.

6-2. The Union shall be given the opportunity to be represented at:

a. 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 practice, or other general condition of employment; or

b. Any examination of an employee in the unit by a representative of the agency in connection with an investigation if:

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

(2) The employee requests representation.

6-3. The Union will be given the opportunity to be present and act as an observer at any formal meeting resulting from a bargaining unit employee filing a grievance under the negotiated grievance procedure when he represents himself, or a grievance filed under the Department of the Army nonappropriated fund administrative grievance procedure for issues not covered by the negotiated grievance procedure. The Union representative shall be on Employer time and shall not be subject to coercion, intimidation or reprisal as a result of serving as an observer.

6-4. The Employer agrees to recognize the officers, stewards and representatives duly elected, appointed and/or authorized by the Union. The number of stewards will be the minimum required to assure that each employee of the bargaining unit will have access to a steward on his work shift. The Union shall furnish the

Employer, through the Director of Civilian Personnel, a list of all such representatives, officers and stewards. Said list shall be kept current by the Union and posted by the Employer on an official bulletin board within each activity. Representatives, stewards and officers of the Union will conduct themselves in a courteous and business like manner when conferring with management representatives and management representatives shall conduct themselves in a similar manner.

6-5. When work conditions are such that the steward/official may be excused from work, a reasonable amount of official time will be granted to:

a. Present grievances at any step of the Negotiated Grievance Procedure;

b. Represent an employee or the Union at an arbitration hearing;

c. Appear as a witness at any step of the grievance;

d. Appear as a witness at an arbitration hearing;

e. Attend meetings scheduled by management;

f. Meet and confer or consult with management;

g. Represent the Union on approved committees authorized by this agreement;

h. Represent the Union on the DOD wage fixing authority wage survey teams or other approved labor-management fact-finding studies;

i. Be present as an observer in adverse action proceedings or grievance adjustment where the Union is not the employee's representative;

j. Represent the Union in formal discussions involving personnel policies, practices, working conditions, or grievances between bargaining unit employees and management;

k. Represent the Union in investigatory interviews between supervisors and employees;

l. Prepare employee grievances and appeals;

m. Prepare for meetings scheduled with management;

n. Assist an employee when designated as their representative in preparing a response to a proposed disciplinary action;

o. Prepare responses to management-initiated correspondence;

p. Prepare Union grievances;

q. Prepare for arbitration;

r. Or other instances when release on official time for representational functions is considered acceptable by the parties.

6-6. When necessary to leave their work areas to transact appropriate Union-management business during working hours, Union stewards, officers and representatives will request permission from their supervisor to leave their work area prior to departure and will inform the supervisor of their location(s) and the estimated length of time they will be away from their job. (See Report on Union Representative's Use of Official Time form at Appendix I). Subject to the provisions of the Article, and if mission requirements permit, the Union representative will be released. If release cannot be granted because of mission considerations, the supervisor shall advise the Union representative when release may be appropriate. Upon entering a work area which is the responsibility of a supervisor other than his own, the Union officer, representative, or steward will obtain permission from the responsible supervisor of the employee he desires to contact. He will advise the supervisor of the name of the employee to be contacted and the estimated length of time it will take to transact his business. The responsible supervisor will grant such permission in the absence of compelling circumstances to the contrary. The supervisor will make every effort to assure privacy and no interruptions during said meeting by making available a suitable meeting area or taking related action to assure privacy. Upon completion of union-management business, Union stewards, officers and representatives will report to their supervisor upon return to their work area.

6-7. The Employer agrees that no steward or officers of the Union shall be permanently transferred or reassigned (i.e., a transfer or reassignment that requires the documentation by an official personnel action) from one NAF activity to another without five days' notification to the Union or one of its designees.

6-8. Properly identified non-employee representatives of the Union will be permitted to visit the activity on Union business. Said representative may be accompanied by an employee Union official and the Director of Civilian Personnel or appropriate management official will be notified of his presence prior to entrance to the activity. The Director of Civilian Personnel and the Union officials will consult on items to be discussed. The

Director of Civilian Personnel will make an appointment with appropriate management officials as necessary. Exceptions to clearance with the Director of Civilian Personnel are permissible for attendance at formal meetings or hearings where advance information concerning representation has been furnished. Said visits will be held during time of business. The parties hereto agree that the time utilized will be held to the minimum required to transact needed business.

6-9. Internal union business, as defined in Chapter 71 of Title 5 of the U. S. Code, may not be conducted on Employer time.

6-10. Union Sponsored Training

a. The Employer agrees to grant official time to a specified number of Union officers and stewards if otherwise in a duty status to attend Union-sponsored training determined to be of mutual benefit to the Employer and the Union. A bank of 300 hours per contract year may be used. However, no single Union representative may use more than 60 hours per contract year. The Union will provide a list of attendees after the training is completed.

b. The Union shall submit requests for official time to the activity NAF Labor Relations Officer normally at least 20 calendar days prior to proposed release for said training. Such requests must include information concerning the content and schedule of such training. Such requests must also include name and duty stations of employees whose attendance is desired.

c. Official time will be approved when the training is appropriate and the employee(s) may be released from assigned duties. When disapproval occurs the reasons for such disapproval will be furnished to the union at the time of disapproval.

d. It is understood that there is no entitlement to Employer reimbursement for travel and per diem expenses in connection with Union sponsored training.

6-11. The parties agree that the Union may reopen negotiation of official time for the Union President, in the first year of the contract, but no sooner than three months from the effective date, with a 30-day written notice to the employer.

## ARTICLE 7

### CHARITY DRIVES AND CIVIC ACTIVITIES

7-1. The parties hereto agree to cooperate in and actively support all fair and reasonable programs designed to promote safety, time and material savings, transportation savings,

correction of delinquency and absenteeism, and participation in such civic programs as fund drives, savings bond drives and blood donor programs. The Employer agrees that the principle of true voluntary giving to annual fund-raising campaigns or participating in savings bond programs shall be upheld and that neither party shall coerce nor take any reprisal action against an employee who contributes or refrains from contributing. Gifts to charity drives may be made in unmarked sealed envelopes.

## ARTICLE 8

### MATTERS APPROPRIATE FOR CONSULTATION

8-1. Subjects appropriate for consultation between the Employer and the Union shall include, but not be limited to, formulation, application and implementation of personnel policies, practices and procedures and the interpretation and application of regulations from higher authority as they affect employees of the Unit and any and all matters affecting working conditions and employee morale which fall within the scope and authority of the Employer. Such matters may include, but shall not be limited to, various aspects of occupational health and safety, employee training, labor-management cooperation, employee welfare and services, methods of adjusting grievances and appeals, hours of work, pay practices, granting of leave, promotion plans, disciplinary actions, demotion practices, reduction in force practices and realignment of work forces or technological changes. The Union's right to negotiate agreements is contained in Article 6, Section 1.

8-2. For the purposes of this agreement, the term "consultation" means mutually constructive communication between appropriate officials of the Employer and the Union on specific issues. Meaningful consultation is expected to result in a careful definition of the matter or problem at issue and result in an objective exploration and consideration of the views and suggestions of both parties.

8-3. Either party desiring or needing to consult with the other shall give notice in writing to the other party. Such notice shall include a statement of the subject matter to be discussed and the problems which generated the cause and need for consultation. This provision shall not limit the parties from engaging in informal consultation without written notice, as appropriate.

8-4. Subject to the concurrence of both parties, it is further recognized that this agreement does not preclude the parties from meeting to advise, discuss, or consult and conscientiously seek mutually satisfactory solutions to matters not covered by this agreement.

8-5. The Employer will notify and consult with the Union before making changes to benefits, practices and understandings currently in effect and covered by written directives or when developing new written directives which directly affect the general working conditions and benefits of employees of the unit.

## ARTICLE 9

### PAYROLL WITHHOLDING OF LABOR ORGANIZATION DUES

9-1. The parties agree that any eligible employee who is assigned to duty at Headquarters, U. S. Army Garrison, Fort Sam Houston, Fort Sam Houston, Texas, may authorize an allotment of pay for the payment of dues for membership, provided:

a. The employee continues his employment at Headquarters, U. S. Army Garrison, Fort Sam Houston, Fort Sam Houston, Texas, in the unit for which exclusive recognition has been granted, and

b. The employee has voluntarily submitted a request for such allotment of pay, and

c. The employee receives each pay period sufficient salary to cover the allotment after other legal and required deductions have been made.

9-2. The Union agrees that it will be responsible for procuring the prescribed allotment form (Standard Form 1187), during non-work time of employees concerned; distributing the form to its members; certifying as to the amount of its dues; and informing and educating its members on the program for allotments for payments of dues, and the uses and availability of the required form.

9-3. The Union will receive the forms from unit employees who request an allotment and will ascertain that the employee is eligible. An appropriate officer of the Union will complete Section A of the authorization form and submit it to the Civilian Personnel Advisory Center, ATTN: NAF Personnel Division.

9-4. Authorizations received in the Payroll Office will be effective in the next regular biweekly pay period, and biweekly deductions will continue in effect until the allotment is terminated. The amounts of union dues to be withheld from employees' salaries will be certified by the President or Treasurer of the Union not more than once in any twelve month period. No other deductions are authorized. If the amount of dues to be deducted is changed by the Union, the Payroll Officer will be notified in writing of the new amount and the effective date.

9-5. The Payroll Officer shall remit to the financial institution identified by the President of the Union an amount equal to the total of such biweekly allotment deductions made.

9-6. An employee may at any time submit a revocation of his allotment. However, the effective date of the revocation will be as follows:

a. Employees who have not completed one year on payroll dues withholding will not have their revocation effective until the first full pay period on or after one year following the effective date of the first payroll withholding of dues.

b. Employees who have had payroll dues withholding authorized for at least one year will have their dues withholding revoked effective the first full pay period following 1 September of each succeeding year.

The revocation should be made on a Standard Form 1188 that will be provided to the employee by the Civilian Personnel Advisory Center, NAF Personnel Division upon request for this purpose. It is the employee's responsibility to submit his written revocation directly to the NAF Personnel Division on a timely basis. The employee's signed written request will be accepted, however, even though not submitted on the form.

9-7. Upon revocation submitted by the employee direct to the NAF Personnel Division, that office will submit a copy of each revocation to the Union.

9-8. The Union will notify the NAF Personnel Division within five (5) workdays when an employee with a current allotment ceases to be a member in good standing. The Employer will terminate the allotment through the NAF Payroll Office upon receipt of the information.

9-9. An allotment shall be terminated when the employee leaves the unit as a result of any type of separation, transfer, or other personnel action; when this agreement providing for dues withholding is suspended or terminated by an appropriate authority outside Department of Defense; or when the employee has been suspended or expelled from the labor organization.

9-10. The allotments for all employees who are members of the Union will be terminated when the Union loses eligibility for exclusive recognition under the provisions of Chapter 71 of Title 5 of the U. S. Code, as amended.

9-11. The Union will indemnify, save harmless, or take other steps necessary to assure that the Employer is protected from any and all claims and disputes initiated by members in regards to the withholding of pay for union dues. The parties further agree

that should an impasse arrive upon renegotiation of this Article of this agreement, this Article shall remain in effect until such time that the issue is satisfactorily resolved and another dues deduction Article becomes effective.

## ARTICLE 10

### HOURS OF WORK AND TOURS OF DUTY

10-1. The administrative workweek will consist of seven consecutive days extending from 0001 hours Thursday to 2400 hours Wednesday. The basic workweek will consist of five, eight hour days, except for those employees whose services are determined by the employer to warrant other basic workweeks. The basic non-overtime workday may not exceed eight hours. Breaks in working hours for lunch periods of more than one hour may not be scheduled in a basic workday. The occurrence of holidays shall not affect or change the basic workweek.

10-2. Irregular tours of duty will be utilized only in such instances where a regular tour of duty would seriously handicap the performance of a function or would result in substantially increased cost of operation. In the formulation of tours of duty and hours of work in instances which require irregular tours of duty, the Employer agrees that:

a. Tours of duty will not be changed or adjusted to avoid the obligation for granting leave or premium pay for a holiday.

b. When feasible, assignment of tours of duty, hours of work and days off, shall be scheduled and published at least two weeks in advance for periods of not less than one administrative workweek.

c. The daily tour of duty will normally be established in terms of full hours. When fractional hours are required, the daily tour will be expressed in full-hour and quarter-hour multiples.

d. Split shifts will be utilized only under conditions of necessity and need on the part of the Employer and the necessity therefor shall be explained to the employee concerned. New employees may accept a split shift as a condition of employment and be hired for this specific tour of duty.

e. Every reasonable effort will be made by the Employer to assure two consecutive days off per week for each employee. Where the foregoing is not feasible due to compelling circumstances, the Employer will designate specific days off.

f. Percentage increase over basic pay, as authorized in Chapter 3, AR 215-3, shall be authorized for night, Sunday and Holiday work.

g. The Employer agrees that all employees on irregular shifts will be given equal treatment with respect to Saturdays and Sundays off.

10-3. The parties agree to conform to the Fair Labor Standards Act and amendments thereof. Therefore, the parties agree as follows:

a. The Employer or any of his representatives, managers or supervisors may not accept voluntary overtime work from any employee covered by this agreement;

b. All duly assigned overtime will be paid at the prevailing rate.

c. Employees will not be required to work additional hours during the workday and be authorized to come in at a later time or leave earlier another day to compensate for the additional hours.

d. Overtime will be assigned, as near as possible, two days in advance. An employee will upon request be excused from an overtime assignment if his reason is valid and another qualified employee is available for the assignment.

e. Overtime will be distributed on an equal and impartial basis among qualified employees.

## ARTICLE 11

### EQUAL EMPLOYMENT OPPORTUNITY

11-1. The parties agree that all employees shall receive fair and impartial treatment and that there shall be no discrimination or preferred treatment due to race, color, age, religion, sex or national origin.

11-2. The parties jointly support affirmative action in the equal employment opportunity and in eliminating any and all discrimination and/or preferential treatment.

11-3. The Employer agrees that the AFGE, Local 3961, may have a member on the Commander's Equal Opportunity Advisory Council. The member will be an employee of the Employer. The member will be an individual who has authority to speak for the Union, normally the President or his personal designee. However, consistent with present membership policy, once the Union member

is appointed to the Council, there will be no substitutions during the member's one year term. The Director of Civilian Personnel, with the advice of the Equal Employment Opportunity Office, will consider exceptions to this policy if the Union so requests.

11-4. The Employer agrees that the Union shall receive an opportunity to provide proposed input into the Plan of Action prior to implementation. The Employer agrees to consult with the Union on appropriate aspects of the plan as requested. The Employer further agrees to provide the Union two copies of the Plan of Action upon final printing.

11-5. The Employer agrees to route the Commander's EEO Policy Statements by general distribution and to post them on official bulletin boards so as to afford all employees an opportunity to be aware of the Commander's policy. Employees desiring to have individual copies of these statements should contact the Fort Sam Houston Equal Employment Opportunity Officer.

11-6. The parties agree that every effort will be made to first informally resolve allegations of discrimination and to remove their causative factors.

## ARTICLE 12

### STANDARD POSITION GUIDES, CLASSIFICATION AND PAY

12-1. Standard Position Guides will be so written as to properly reflect the duties and responsibilities assigned to the position. The Employer agrees that other duties as assigned should normally relate to the employee's position and qualifications. In those instances where other duties of greater responsibility are assigned with such frequency as to become "regularly assigned" and they meet the definition of major duties, the Standard Position Guide will be revised. Standard Position Guides shall be kept current and the employee shall receive a copy. Standard Position Guides will be reviewed annually with the employee by his immediate supervisor and needed changes to correctly reflect the duties of the position will be made.

12-2. If an employee has reason to believe his Standard Position Guide does not accurately reflect the types of duties performed, or responsibilities assigned, or the evaluation of his Standard Position Guide, he should bring the matter to the attention of his supervisor. If the matter is not resolved to the employee's satisfaction, the employee may submit a request for review of the job assignment through his supervisor to the Civilian Personnel Advisory Center, NAF Personnel Division. If an audit reveals that the Standard Position Guide is inaccurate, corrective action will be taken by the NAF Personnel Division. When an employee

alleges inequities in his Standard Position Guide or classification, pertinent information on the complaint or appeal rights and procedures set forth in applicable regulations shall be made available. When an employee files a job evaluation complaint or appeal, he may be assisted by a representative of his own choosing.

12-3. The title, grade and series of each position will be determined by the duties and responsibilities assigned to the position, and the job classification will be established in accordance with applicable regulations and directives.

12-4. The Employer agrees that nonappropriated fund employees will receive fair and equitable pay treatment. Therefore,

a. Employees within the unit may be detailed to higher level positions for 60 days or less on a noncompetitive basis. When an employee is assigned to a higher level position and it is known that such assignment will continue for more than 60 days, a temporary promotion will be made. Formal documentation will be required on details of 30 days or more. Documentation of all higher details of less than 30 days will be made upon request of employee.

b. No employee will be downgraded without being granted proper notification and grievance and appeal rights.

c. No employee shall be assigned to menial and/or unpleasant assignments as a disciplinary measure and/or for punitive reason.

12-5. All "tipped employees" covered by this agreement shall be assured that the combined total of their tips and hourly wages will not be of a lesser amount than they would receive should they be paid the minimum wage required by the Fair Labor Standards Act and amendments thereto.

12-6. The Employer agrees to strictly adhere to the meaning and content of the Dual Compensation Act.

12-7. It is agreed that the Employer shall notify the Union of any pending changes in classification due to reclassification or reorganization which will have more than a de minimis adverse effect on unit employees.

12-8. The Employer agrees that NF bargaining unit employees will receive a salary adjustment by management inclusive of the annual cost of living increase as follows:

1st annual adjustment: 3.0%  
2nd annual adjustment: 2.5%  
3rd annual adjustment: 2.5%

Cost of living increases are controlled by the DOD Wage Fixing Authority and are automatically processed by Payroll (usually in August for NF-01, NF-02 and usually in January for NF-03). The annual salary adjustment agreed to by management will bring the salary increase up to the specified yearly amount. For NF-01 and NF-02, this will be effective the first full pay period in October each year of the contract. For NF-03, this will be effective the first full pay period in February of year of the contract. If the cost of living increase exceeds the negotiated annual salary adjustment, the employee will receive the cost of living adjustment. The parties agree that pay is not a subject for negotiations during the duration of the agreement, including any annual reopener of contract provision. The parties acknowledge that employees do not have any entitlement to other pay increases or adjustments.

#### ARTICLE 13

##### EVALUATION OF PERFORMANCE OF EMPLOYEES

In the administration of performance evaluations and ratings, the provisions of AR 215-3, Chapter 6, will be adhered to. In addition, the following provisions will apply:

a. The annual performance rating will be recommended by the supervisor who is immediately responsible for assignment and review of the employee's work.

b. The second line supervisor will review the recommendation and assign the official performance rating.

c. There shall be no additional comments placed upon the performance rating after it has been signed by the employee.

#### ARTICLE 14

##### WITHIN GRADE INCREASES

Determination of acceptable level of competence required prior to granting an employee a within grade increase for NA, NL and NS positions will be made in full consideration of both the spirit and the requirement of AR 215-3, Chapter 3.

#### ARTICLE 15

##### LEAVE

15-1. Leave will be administered in accordance with AR 215-3 and other applicable rules and regulations.

15-2. In the event the Employer proposes a change to the leave program, appropriate notice and opportunity to bargain will be provided to the Union.

## ARTICLE 16

### PUBLICATIONS

16-1. The Employer agrees to furnish the Union with one copy of AR 215-3 and one copy of all subsequent changes. The Employer further agrees to furnish the Union one copy of all policy statements affecting personnel policies and working conditions of unit employees that are issued during the duration of this agreement.

16-2. The parties agree that management will pay the cost of initial publication of this agreement with an adequate number of copies for present employees with 50 additional copies for the Union. The Union will furnish copies of the agreement to the present unit employees. The Employer will furnish each new employee a copy of the agreement upon entrance on duty.

## ARTICLE 17

### MISCELLANEOUS PROVISIONS

17-1. The Employer, at the request of the Union, but not more often than once a year, will furnish the Union with a list of the names, position titles, grades, and duty stations of all employees in the bargaining unit. A listing of additions or deletions only will be furnished within six months of the annual listing, if requested.

17-2. As a part of their orientation, all new employees hired in a position included in the unit will be informed of the Union's exclusive recognition.

17-3. No paper, document or communication issued by the Union to the Employer shall be valid unless it bears the signature of either the President, Vice-President, Recording Secretary, the Financial Secretary of the Local, and/or the National President of the Union or his designated representative. This provision excludes any and all correspondence concerning grievances.

17-4. Upon request to the Employer by the Union, the Employer will provide a reasonable amount of space on the unofficial section of bulletin boards for posting of appropriate literature by the Union. The Union is fully and solely responsible for the posted material in terms of accuracy and adherence to ethical standards. Management may post audit notices and take

appropriate action if this privilege is abused. The Union representative will be advised of action taken under this provision. All costs incident to the preparation, reproduction and distribution of such material will be borne by the Union. The Union agrees to be responsible for the neat and orderly maintenance of this allocated space, including removal of obsolete material.

17-5. The Employer agrees that, upon request, but not more often than once a year, the Union may initiate membership drives. Such requests should be directed to the Director of Civilian Personnel and should include at a minimum the following information:

- a. Proposed dates (duration) of membership drive.
- b. Specific NAF activities where drive is proposed.
- c. Names of employees who will be involved.
- d. Names of non-employees who will be involved.

Specific details regarding the drive, as agreed to, will be set forth in writing prior to beginning of the membership drive.

## ARTICLE 18

### GRIEVANCE PROCEDURE

18-1. The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances. A grievance means any complaint:

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

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

c. By an employee, the Union, or the Employer concerning

(1) The effect of interpretation or a claim of breach, of a collective bargaining agreement

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

18-2. Those matters which are specifically excluded from consideration under these procedures are --

a. Any claimed violation of Subchapter III of Chapter 73, Title V, USC relating to prohibited political activities

- b. Retirement, life insurance, or health insurance
- c. A suspension or removal for National Security reasons under AR 215-3, Chapter 17
- d. Any examination, certification, or appointment
- e. Classification of any position which does not result in the reduction in grade or pay of an employee
- f. Removal of a probationary or trial period employee
- g. Allegations of Equal Employment Opportunity discrimination complaints
- h. Separation of a temporary employee
- i. Nonselection from a properly constituted referral list or certificate of candidates
- j. A preliminary warning notice of an action that, if effected, would be covered under the grievance system or excluded from coverage
- k. Outstanding performance ratings
- 1. Reduction in force actions

18-3. This procedure shall be the exclusive procedure available to the employees employed in the bargaining unit for resolving grievances described above.

18-4. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by management and the aggrieved party(ies) to settle grievances at the lowest possible level.

18-5. An employee has the right to present a grievance with or without Union representation. If an employee chooses to present a grievance without Union representation, the Union has the right to be notified and given the opportunity to be present at any formal discussion concerning a grievance. No other representation will be authorized except as provided under Article 6.

18-6. All arrangements for representation by a Union steward must be made by the employee presenting the grievance and the employee must designate the representative in writing. (The grievance form at Appendix II will be acceptable.) An employee may change the representative provided the Civilian Personnel

Advisory Center, NAF Personnel Division is notified of the change in writing. In all cases where an employee is represented by the Union, the Union representative will be required to adhere to the same rules of conduct and procedures as the employee is required to follow.

18-7. An employee, if otherwise in an active duty status, may use reasonable amounts of official time without charge to leave or loss of pay to secure advice on rights and privileges under governing regulations or negotiated agreement, for obtaining information or assistance pertaining to the grievance and to present the grievance. Requests for use of such official time will be made by the employee to his/her supervisor. The amount of time to be authorized by the supervisors will necessarily depend on the facts and circumstances of the individual case.

18-8. A grievance under the negotiated procedure will be cancelled at the employee's written request, upon termination of the employee's employment with the activity, or if the employee is reassigned out of the bargaining unit and is no longer covered by the labor agreement. Exceptions to this policy will be where termination or reassignment is the matter being timely grieved.

18-9. All time limits in the Article may be extended by mutual agreement. However, failure of the Employer to observe the time limits shall entitle the aggrieved at his/her option to advance the grievance to the next step. Failure by the aggrieved to present the grievance within the time limits at any step so that the grievance is not received by the individual specified in these procedures will result in termination of the grievance. In such cases, the aggrieved will be notified in writing of the reason for the termination of the grievance by the Employer. A request for an extension of the time limit expressed in this Article should be presented, in writing, before the expiration of that time limit. A request for an extension of the time limit expressed in this Article should be presented to the immediate supervisor, if the grievance is being pursued to the First or Second Step, or the Civilian Personnel Advisory Center, NAF Personnel Division if being pursued to the Third Step or beyond. A request for extension does not, by itself, extend the time limits. All time limits specified in this procedure are final, unless an extension has been requested and granted in writing prior to the normal expiration of the time limit.

18-10. Disputes that cannot be resolved by the parties as to whether or not a grievance is on a matter subject to the grievance procedure in this article or is subject to arbitration under this article, will be referred to the Arbitrator as a threshold issue.

18-11. In most instances, employees are required to use the "informal" procedures at Steps One and Two before proceeding to

Step Three. However, there may be issues considered appropriate for processing directly to Step Three because of the formal nature of the actions involved and the previous consideration afforded the employee; e.g., grievances involving issues resulting from a proposed management action to which the employee has had the opportunity to respond and a final decision has been rendered will be initiated at Step Three within 7 working days of the decision.

#### 18-12. Employee Grievance Procedure.

Step 1: The grievance must be presented within 10 working days from the specific act or occurrence, or at any time when it concerns dissatisfactions with continuing conditions. The employee will present the grievance in writing to the immediate or first line supervisor. Written presentation of the grievance may be presented on the grievance form (See Appendix II) or be clearly identified as a grievance under this procedure and contain sufficient detail to identify and clarify the basis for the grievance, and specify the personal relief requested by the employee. The supervisor will review the situation and discuss the matter with the employee and/or his representative. If the matter is within the scope of the supervisor's authority, a reasonable effort will be made to work out a mutually satisfactory solution. If the matter cannot be resolved or is outside the scope of the supervisor's authority, the discussion will serve as a basis for clarifying the matter, and ascertaining the appropriate person(s) to consider the grievance at the second step. The supervisor shall have 7 working days from the date following the day the grievance is submitted to give the employee(s) a decision. If the form was not used then the First Step Decision will include a copy of the form that must be used at Step 2.

Step 2: If the grievance is not resolved at the First Step, the aggrieved may, within 7 working days of the First Step decision, present the grievance in writing to the supervisor(s) rendering the First Step decision. The supervisor(s) involved at the First Step will then arrange to have a Second Step discussion of the matter (within 7 working days of receipt of the grievance at the Second Step) between the employee, his representative, and the official at the activity, normally below the Director, having the authority to make a decision on the matter in the grievance. A written decision will be prepared by the deciding official and a copy will be furnished to the grievant concerned by the deciding official and a copy will be furnished to the grievant concerned within 7 working days after the discussion(s) is/are completed. In the event that an acceptable solution is not reached during the Second Step discussion(s), the employee will be advised in the decision of his right to submit the grievance in writing at the Third Step and of the time limits for such submission.

Step 3: If the grievance is not settled at Step 2, the aggrieved may submit the grievance in writing to the Commander, ATTN: Civilian Personnel Advisory Center, NAF Personnel Division, for further consideration. The employee's written grievance must be submitted and received in the Civilian Personnel Advisory Center, NAF Personnel Division within 7 working days after receipt of the Step 2 decision. The written Step 3 grievance may not contain matters that were not contained in the Steps 1 and 2 presentation and consideration. The Commander or his designee, will review the grievance and normally give a final written decision within 15 working days after receipt of the grievance.

Step 4: If the grievance is not satisfactorily settled at the Third Step, the Union or the Employer may refer the matter to arbitration.

18-13. If the Employer or the Union submits a grievance, the grievance must be filed within 20 days of the incident or within 20 days from the awareness of a grievance. In the case of an Employer-initiated grievance, the President or his or her designee will receive the grievance. In the case of a Union-initiated grievance, the Commander or his designee will receive the grievance. The party complained against will render a final decision within 15 working days after submission of the grievance. If the dispute is not settled by this method, either party may submit the matter to arbitration in accordance with the procedures contained in the agreement.

## ARTICLE 19

### ARBITRATION PROCEDURE

19-1. A request for arbitration may be invoked only by the Union or the Employer and will be invoked only after all efforts have been exhausted by the parties to resolve the dispute in accordance with Article 18, Grievance Procedure. Any request for arbitration must be submitted in writing within fifteen (15) working days after receipt of the final decision of the grievance procedure.

19-2. Either party may request that the Federal Mediation and Conciliation Service submit a list of five impartial persons qualified to act as arbitrators. The parties shall meet within 5 working days after receipt of such list to select an arbitrator. If the parties cannot mutually agree upon one of the listed arbitrators, then the parties shall each strike one name in turn (decided by the turn of a coin) until one remains which shall be the duly selected arbitrator. Each party will be simultaneously served one copy of all letters, documents, and information provided the arbitrator by the other party.

19-3. If, for any reason, either party refuses to participate in the selection of an arbitrator and all other requirements for arbitration of this agreement are satisfied, the Federal Mediation and Conciliation Service shall designate an arbitrator to hear the case.

19-4. The arbitrator's fee, and the expenses of arbitration, if any, and the cost of a verbatim transcript and stenographic assistance, if the parties mutually agree that the case requires a verbatim transcript, shall be borne equally by the parties. The arbitration will be held on the installation and during normal working hours, if possible and practicable. Union representatives, relevant witnesses, and appellants/grievants who would otherwise be on duty will be in a pay status while participating in arbitration proceedings.

19-5. The arbitrator will be requested by the parties to render his decision as quickly as possible, but not later than 30 days, after the conclusion of the hearing, unless the parties mutually agree to extend the time limit. Any dispute over application of an arbitrator's award shall be returned to the arbitrator for clarification.

19-6. The arbitrator shall have no power to add to or subtract from, disregard, or modify any of the terms of this agreement. Arbitration under this Article shall not extend to those matters specifically excluded in the Grievance Procedure.

19-7. The arbitrator's award shall be binding on the parties, except that either party may file exceptions to the arbitrator's award with the Federal Labor Relation Authority under regulation prescribed by the Authority.

19-8. The party initiating a request for arbitration (i.e., the Union or the Employer) may request withdrawal of arbitration at any time. Similarly, an aggrieved employee who withdraws his grievance also results in withdrawal of a request for arbitration. Such action by the parties or the aggrieved is binding on all parties and therefore should normally be done prior to selection of an arbitrator.

19-9. The parties agree that only the minimum number of relevant witnesses who have a direct knowledge of the circumstances and factors bearing on the case will be called. Both parties agree to exchange lists of witnesses not later than 3 full working days prior to the scheduled date of the hearing. Witnesses that are not employees of the government who are called as witnesses will not be entitled to reimbursement for expenses from the Employer.

## ARTICLE 20

### DURATION, AMENDMENTS AND REVIEW

20-1. This agreement shall remain in full force and effect until the first day of the first pay period of February 2002. Should either party desire to amend, supplement, renegotiate or extend this agreement, written notice must be given to the other party in not more than one hundred and five (105) days or less than sixty (60) days prior to the expiration date. This agreement may also be opened for supplementation by either party 12 months following approval and on the subsequent anniversary date thereof. New items proposed will be provided the other party thirty (30) days in advance of the agreed meeting date and discussion will be limited to those items. This agreement may also be opened for amendment, modification or supplementation at any time by mutual consent of the parties.

20-2. The effective date of this agreement shall be the day it is approved by the DOD, or on the 31st day after it is signed by the parties, whichever comes first. If the DOD review reveals any violation of law or government wide-regulation, the Parties will meet with seven (7) calendar days of notification and attempt to negotiate that language.

APPENDIX I

REPORT OF UNION REPRESENTATIVE'S  
USE OF OFFICIAL TIME

- INSTRUCTIONS: 1. Union representatives will complete PART I of this form for each use of official time in accordance with the labor agreement. The union representative will then submit the form to his/her immediate supervisor for completion of PART II.
2. The supervisor of the union representative will complete PART II and forward the completed form to the Director of Civilian Personnel (DCP). A copy of this form will also be provided to the union representative.
3. The completed form may be folded and stapled so that the preprinted address on the reverse side may be used for routing to DCP. All questions concerning the use of this form may be referred to DCP, NAF Personnel Division, 221-1998.

PART I

1. Name of Union Representative	2. Division/Branch
3. Describe the appropriate business/actions accomplished	
4. Time Spent on Union Activity  Beginning Time _____ Ending Time _____  The Date Time Was Used _____	
5. Signature of Union Representative	6. Date
PART II	
7. Signature of Union Representative's <u>Supervisor</u>	8. Date
9. Organization Title	10. Phone Number

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APPENDIX II  
GRIEVANCE FORM

NAME OF EMPLOYEE: \_\_\_\_\_ JOB TITLE: \_\_\_\_\_

ORGANIZATION: \_\_\_\_\_

DATE INCIDENT OCCURRED: \_\_\_\_\_ DATE PRESENTED: \_\_\_\_\_

IMMEDIATE SUPERVISOR: \_\_\_\_\_

SECTION OF AGREEMENT, AGENCY REGULATIONS, LAWS, ETC., VIOLATED, IF ANY (OPTIONAL):  
\_\_\_\_\_  
\_\_\_\_\_

STATEMENT OF GRIEVANCE BY EMPLOYEE (ADD CONTINUATION SHEETS, IF NECESSARY):  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

WHAT PERSONAL RELIEF IS EXPECTED: \_\_\_\_\_

EMPLOYEE SIGNATURE: \_\_\_\_\_

REPRESENTATIVE'S SIGNATURE (IF ANY): \_\_\_\_\_

REPRESENTATIVE'S PHONE NUMBER: \_\_\_\_\_

NOTE: THIS FORM (INCLUDING ANY ATTACHMENTS) AND THE WRITTEN DECISION(S) SHALL BE RETURNED TO THE GRIEVANT WITHIN THE TIME LIMITS SPECIFIED IN THE GRIEVANCE PROCEDURE.

FSH FORM 924\* 1 JUN 84 (CPO)

A-2

Agreed to this 1st day of June 1998

FOR THE EMPLOYER:

FOR THE UNION:

[SIGNED]

[SIGNED]

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WILLIAM H. THRESHER  
Colonel, MS  
Commanding  
U.S. Army Garrison, Fort Sam Houston

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JOSE B. FLORES  
President, AFGE Local 3961

Management Committee Members:

Ms. Cheryl A. Morris  
Chief Spokesperson  
Mr. William V. Blount  
Mr. Terry M. Frost  
Ms. Sherry M. Cardenas  
Mr. Jameson K. M. Chee

Union Committee Members

Mr. Patrick E. Zembower  
Chief Spokesperson  
Mr. Jose B. Flores  
Mr. Arnulfo R. Vela  
Ms. Colette M. Scott  
Ms. Linda S. Arcos

APPROVED BY THE DEPARTMENT OF DEFENSE ON: June 8, 1998