

**AGREEMENT BETWEEN**

**DEFENSE FINANCE AND ACCOUNTING SERVICE,  
TEXARKANA, TEXAS**

**AND**

**NATIONAL ASSOCIATION OF INDEPENDENT LABOR  
LOCAL 5**

**EFFECTIVE DATE:**

**JANUARY 10, 2025**



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## **PREAMBLE**

This agreement is made and entered into by and between the Defense Finance and Accounting Service, Texarkana, Texas, hereinafter referred to as the “Employer,” and the National Association of Independent Labor, Local 5, hereinafter referred to as the “Union.” This agreement and such supplementary agreements as may be agreed to hereunder from time to time, together constitute a collective agreement between the Employer and the Union. (Parties)

**ARTICLE 1  
RECOGNITION AND UNIT DESCRIPTION**

The Employer recognizes the Union as the exclusive bargaining representative for all appropriated fund employees assigned to the Defense Finance and Accounting Service (Defense Accounting Office and the Central Accounting Office), Red River Army Depot, Texarkana, Texas, including any employees assigned to satellite offices, excluding management officials, supervisors, professional employees, and employees described in 5 U.S. C. 7112 (b) (2) (3) (4) (6) and (7)

**ARTICLE 2  
PROVISIONS OF LAW AND REGULATIONS**

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

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

**ARTICLE 3  
EMPLOYER RIGHTS**

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

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
- b. In accordance with 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 employees;
  - (2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which the 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 promotion; or

(b) any other appropriate source; and

(4) to take whatever action may be necessary to carry out the Agency's mission during emergencies

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

- a. 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 4 EMPLOYEE RIGHTS**

Section 1. Each employee has the right to freely and without fear of penalty or reprisal to form, join, and assist the Union or refrain from such activity. The freedom of such employees to assist the Union shall be recognized as extending to participation 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 the 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/her 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 present 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 any investigatory examination, the employee will be informed of the purpose of the examination.

Section 7. In the administration of this Agreement and working conditions, all employees will be treated in a fair and equitable manner.

Section 8. 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 will make the request for time to his/her immediate supervisor prior to leaving his/her 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.

## **ARTICLE 5 UNION RIGHTS AND OBLIGATIONS**

Section 1. The Union shall accept employees of the bargaining unit as members without discrimination based on color, race, religion, creed, age, sex, national origin, political affiliation, marital status, and physical or mental handicap.

Section 2. The Union shall act for and negotiate agreements covering all employees in the unit and shall be obligated 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. New employees will be introduced to the Union steward not later than the employees third work day.

## **ARTICLE 6 UNION REPRESENTATION**

Section 1. The Employer shall recognize the elected local officers and official representatives designated by the Union, including stewards. The Union will furnish and maintain with the Employer a complete and current list of union representatives, together with the designations of areas of representation.

Section 2. The Employer will recognize as stewards only persons who are officially designated in writing by the Union. The Employer will be advised of new or changed designations of representatives in writing. The President or his designee will advise the supervisor(s) concerned

when an employee is temporarily designated to serve in the absence of a regularly assigned representative.

Section 3. A listing of representatives will be published and distributed annually, and when there are changes to identified representatives. The Union agrees, in carrying out its representational functions, to limit the number of stewards, chief stewards, or officers to those required at the meeting. The number will be kept to a minimum consistent with interests of economy and efficiency.

Section 4. Union representatives, if otherwise in a duty status, will be allowed a reasonable amount of official time for representational purposes such as processing employee complaints, grievances, consultations, and negotiations with the Employer at the local level on matters in connection with this agreement. Representatives shall not use this assignment for matters outside the scope of this agreement. Time used during the normal duty hours will be with the knowledge and approval of the appropriate supervisor. Representatives entering employees work area will notify the supervisor present in the work area prior to conducting Union business. Records maintained by supervisors of duty time spent by a representative require the employee to sign out when leaving and sign in immediately upon return to the employee's workstation. If a representative's use of regular working hours for consultation with employees or the Employer interferes with the proper performance of his official duties as an employee, this matter will be objectively discussed with him and other officers of the Union in order to find a satisfactory solution.

Section 5. 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 non-official activities, those activities concerned with the internal management of the Union, soliciting membership, collecting dues, campaigning for Union office, conducting elections for employee organization officers, and distributing literature will be conducted outside of regular working hours.

Section 6. The Employer will recognize representatives of the NAIL National Office. The Union or the national representative shall provide courtesy advance notice to the Employer of visits to be made by representatives of the National Office. Such representative shall be responsible for complying with rules of the Employer and acceptable conduct while visiting NAF Financial Services.

Section 7. Space on official bulletin boards shall be made available for use by the Union. Space provided will be sufficient to accommodate two (2) 8 ½" x 11" size documents. Information posted by the Union will not violate any law, regulation or contain libelous material. The Union will be solely responsible for all posted material in terms of accuracy and adherence to ethical standards, will maintain its designated bulletin board space in a neat and orderly manner.

Section 8. To facilitate communication with employees the Union will be permitted to establish an electronic mail distribution list on the Employer's electronic mail distribution system. Allotted email distribution capacity will be sufficient to reach all union members at one time. The Union will be able to create sub-groups within the distribution to reach specific categories of members, be



provided administrative permission to add/remove employees to each list and send mass emails from Union email box to all bargaining unit employees. Usage of the Employer's computers, email, or other electronic media is strictly limited to communications permitted under the Statute. Sending of messages related to the internal business of the Union is prohibited.

Section 9. Representatives of the Union will be authorized reasonable access to telephones, copy machines, fax machines and computers (including e-mail) of the Employer, as needed. in the conduct of authorized representational activities.

## **ARTICLE 7 NEGOTIATIONS**

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

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 effecting working conditions, so far as may be appropriate under applicable laws, regulations and published policies.

Section 3. Procedures for Bargaining. The parties will abide by the following procedures for bargaining:

- 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 fifteen (15) work days from the date of notification to request bargaining and to forward written proposals to the Employer. This time limit may be extended by mutual agreement in order for the Union to meet with the Employer to discuss the proposed change. The Union will submit any written request for negotiation to the Director, DFAS Texarkana or designee. All requests for negotiations will be accompanied by a copy of the specific counter proposal desired by the Union.
- c. If the Union does not request bargaining within the time limit, the Employer may implement the proposed change(s).
- d. The Employer shall have fifteen (15) calendar days from the date of receipt of Union initiated proposed change to conditions of employment to forward written proposals to the Union.

- e. Bargaining will commence within fifteen (15) calendar days, unless otherwise agreed upon by the Parties.
- f. The parties can mutually agree to modify the procedures and requirements in this section.

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

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

## **ARTICLE 8 HOURS OF WORK**

Section 1. The basic work week will consist of 4 consecutive 10 hour workdays, accomplished Monday through Friday.

Section 2. The standard work week for employees at the work site has been 4 consecutive 10-hour workdays, accomplished Monday through Thursday.

Section 3. A lunch period of thirty (30) minutes to sixty (60) minutes must be taken between 1100 and 1300, during which time employees are entirely free of duty connected with the job.

Section 4. Employees will be granted two 15-minute rest periods near the midpoint of each work period.

Section 5. Employees may participate in the following alternative work schedules with supervisory approval. Employee's request will not be unreasonably denied and must be based upon mission requirements.

- a. Compressed Work Schedule (CWS) – 4/10 schedule: The 4-10 schedule is a work schedule of ten (10) hours per day, four (4) days per week. The regular scheduled day off (RDO) can be taken on any specified day of the week. The employer and employee will collaborate to determine preferred days for RDOs.
- b. Gliding Schedule: A type of flexible work schedule in which a full time employee has a basic work requirement of eight (8) hours each day and forty (40) hours in each week and may adjust starting and stopping times daily within the establish flexible hours. The Flexible time bands and core hour are:

- |                                      |                |
|--------------------------------------|----------------|
| 1) Morning flexible time band:       | 06:00 to 08:30 |
| 2) Morning core hours:               | 08:30 to 11:00 |
| 3) Midday lunch flexible time bands: | 11:00 to 13:00 |
| 4) Afternoon core hours:             | 13:00 to 15:00 |
| 5) Afternoon flexible time band:     | 15:00 to 18:00 |

Section 5. Employees are required to remain on their selected work schedule for a period of six (6) pay periods. Employee must submit their request to change their work schedule not later than the first Thursday of the current pay period. Exceptions can be made on a case by case basis.

Section 6. The Site Director retains authority for determining what positions within the organization will be covered by AWS as dictated by mission requirements. The Union and Employee occupying a position determined ineligible for AWS will be notified of such determination in writing.

Section 7. An employee may be removed from AWS coverage for just cause. In such cases, the employee will be notified in advance (ordinarily two weeks) and revert back to the site standard tour of duty. The Employer’s termination of AWS may be grieved under the negotiated grievance procedure

**ARTICLE 9  
CREDIT HOURS**

Section 1. Credit hours means any hours worked, within a gliding work schedule, in excess of the employee’s basic work requirement for a gliding work schedule (8 hours per day and 80 hours per pay period for full-time employees), excluding overtime and compensatory time, at the election of the employee and approved by the supervisor. Employees on a CWS are not eligible for credit hours.

Section 2. Credit hours are earned and used in 15 minute increments. The maximum amount of credit hours that can be earned per day by a full-time employee is 2 hours, and per pay period is 20 hours.

Section 3. Credit hours cannot be earned on non-work days (i.e., on a Saturday, Sunday, or holiday if the assigned tour of duty is Monday through Friday).

Section 4. Maximum carryover to succeeding pay periods is 24 hours for full-time employees. Any credit hours in excess of 24 hours will be forfeited. Maximum carryover for part-time employees is one fourth of their basic work requirement.

Section 5. Credit hours cannot be used in advance of being earned. Leave requests based on documented credit hours are made in the same manner as other categories of leave (i.e. the employee submits the request to his/her supervisor for approval.)

Section 6. Credit hours shall not be used by an employee to create or increase his/her entitlement to overtime pay.

Section 7. For employees working in a telework environment, a reasonable attempt shall be made to obtain supervisory confirmation. In the event the supervisor cannot be reached, he/she shall be informed as soon as possible that the hours were worked.

## **ARTICLE 10 OVERTIME**

Section 1. Overtime work is hours in pay status of more than eight (8) hours a day or forty (40) hours in a work week for employees on a gliding schedule. For employees on CWS, overtime is hours in a pay status for more than ten hours in a day or 40 hours in any one work week. Employees desiring to work overtime must be authorized and approved in advance orally or in writing by the appropriate designated authority.

Section 2. Overtime assignments will be equitably distributed on a rotational basis among the employees who are assigned to the same job number and have the necessary qualifications within the immediate organizational element. The immediate organizational element is defined as a group of employees headed by a first level supervisor.

Section 3. Overtime rosters will be established and maintained current by each first level supervisor of an organizational element, on a form mutually agreed upon by the Union and the Employer. Rosters will be established upon approval of this agreement. New rosters will be established on 1 January of each successive year of this agreement.

- a. To establish an overtime roster, the first offering of overtime will be based on the seniority of the employees. The employee with the highest seniority will be offered the overtime first. In the event an employee refuses overtime when his/her name is reached on the roster, he/she will be credited with the amount that would have been worked. All subsequent offerings of overtime will be offered according to the number of overtime hours credited to the employee with the employee having the least amount of overtime hours being offered the overtime first. In the event two or more employees have received an equal amount of overtime, the employee with the highest seniority will be selected for overtime.
- b. An employee away from his regularly assigned position (detail, temporary promotion, leave, light duty, etc.) will be credited with overtime that would have been offered had the employee been on duty in his/her permanently assigned position.
- c. When it becomes necessary to go outside the immediate organizational element to meet overtime requirements, offers of overtime will be from the overtime roster in the organization selected by the Employer to provide the additional personnel.

Section 4. Before directing overtime, qualified volunteers from the roster will be solicited from the immediate organizational element. When volunteers from the roster are no longer available, the Employer may direct overtime. When directing employees to work overtime, the employee with the least amount of overtime actually worked will be assigned the overtime.

Section 5. In the assignment of scheduled overtime, the Employer agrees to provide the employee at least one (1) day advanced notice for readjustment of personal commitments. In cases of unscheduled overtime or emergency overtime, it is recognized that little advance notice will be possible because of unforeseen mission requirements; however, the Employer will notify the employee as soon as the need for overtime is recognized. An employee may be excused from overtime for personal reasons if there is another qualified employee willing to serve in his place.

Section 6. When it is necessary for employees to return to the work site outside of their scheduled work hours to perform unscheduled overtime work, they shall be paid a minimum of two (2) hours overtime.

Section 7. In unusual circumstances, or emergency situations where the work assignment requires continuity, preference will be given to those employees who are currently assigned to duty. An annotation will be made to the overtime roster to explain these special instances.

Section 8. The Employer will provide the Union, upon request, with necessary and pertinent information concerning overtime hours worked to aid in resolving inquiries into overtime distribution alleged by specific employees. New employees will be credited with the same number of hours as employees of the same grade and title with the lowest number of hours in the Department.

Section 9. Overtime rosters will be made available for review upon oral request by an employee and/or the Union. The Employer will not question the reason nor delay responding to such requests.

Section 10. Employees who are nonexempt under the Fair Labor Standards Act (FLSA) may elect to receive compensatory time off in lieu of overtime pay for irregular or occasional overtime worked. Compensatory time will be administered in accordance with 5 CFR 550, and 551 and appropriate regulations.

**ARTICLE 11  
ANNUAL LEAVE**

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

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

Section 2. Annual leave will be granted to employees for the purpose of rest, relaxation, recreation, or other justifiable reasons consistent with workload requirements. It is agreed that no employee shall be called back from leave or have leave canceled unless an emergency arises.

Section 3. The Employer will grant emergency leave on an individual basis dependent upon the nature and circumstances in each case. Call-in-time will be within two (2) hours of the beginning of the work shift, unless precluded by the emergency condition. Employees will contact the immediate supervisor or other persons designated to receive such requests. If the supervisor is not available, the employee must leave a message and provide reason for the absence and anticipated duration. Such calls meet the requirement of reporting the unscheduled absence, but do not guarantee leave approval.

Section 4. Requests for annual leave for other than vacation periods will be favorably considered when workload permits. When all requests for leave cannot be granted without mission impairment, the supervisor will consider the reasons given and determine who will be granted leave. A determination will be given as soon as possible, but normally not later than two (2) days after receipt of a request for leave. In circumstances where immediate leave approval is required, employee should discuss with supervisor and receive approval/disapproval.

Section 5. The Employer agrees to approve annual leave scheduled for vacation purposes on the basis of preference and service computation date. The initial leave process will consist of

giving each employee an opportunity to schedule one to two week blocks. The second process will consist of the scheduling of individual days. The yearly vacation schedule will be given to the employees no later than 30 November and turned back in to the supervisor completed by the employee no later than 15 January.

Any excess leave not scheduled in the initial vacation schedule will be scheduled no later than 1 July. Subsequent schedules of leave will be approved on the basis of preference by service computation date of employee; however, the subsequent preferences will not undo the first schedule approval.

Section 6. Regular days off beginning at the end of the regular workday immediately preceding and following scheduled vacation periods (complete days of leave adjacent to weekends including weekends) will be treated as part of the vacation schedule to permit employees to include these days in their vacation plans.

Section 7. Workload permitting, a proper request for annual leave on an employee's birthday will be granted provided the employee has annual leave sufficient to cover the absence.

## **ARTICLE 12 SICK LEAVE**

Section 1. Regular employees earn sick leave at a rate of 5% of total regular hours in a pay status. Sick leave is authorized when properly requested for an employee who is incapacitated for duty because of illness; injury; pregnancy and resulting confinement; medical, dental or optical examination; or when confined because of exposure to a contagious disease.

Section 2. Request for sick leave will be made in advance of scheduled appointment for medical, dental, or optical treatment. Other sick leave absences will be reported by the employee contacting the immediate supervisor or his/her designee within 2 hours after the start of the tour of duty. In extenuating circumstances, someone acting on the employee's behalf may leave a message with the supervisor, designee, or when not available the person accepting the call, providing the reasons for the absence and anticipated duration. When someone acting on the employee's behalf calls, it remains the employee's responsibility to contact the supervisor before the end of the tour of duty if possible. Such calls meet the requirement of reporting unscheduled absences. When absence for incapacitating illness or injury will be for a period of more than three (3) consecutive workdays, it is the employee's responsibility to keep the Employer informed of the date on which the return to duty is expected.

Section 3. Sick leave requires the approval of the immediate supervisor or other official designated by the Employer. Employees will be required to furnish a medical certificate or other administratively acceptable evidence as to the reason for an absence in excess of three (3) consecutive workdays. The Employer is responsible for assuring that any sick leave approved is warranted by circumstances. 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 grant of sick leave thereafter in any amount. In such cases, the employee will be advised in writing and in advance that a medical certificate will be required to support any future grant of sick leave.

Section 4. The Employer will review the official sick leave record of each employee required to furnish a doctor's certificate at least semi-annually to determine whether or not this requirement is still necessary. The employee will be notified of the results of this review.

Section 5. The Employer will advance, to eligible employees, sick leave not to exceed 104 hours in cases of serious disability or ailment. Such leave will be granted in accordance with applicable regulation under the following conditions:

- 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 annual leave.
- c. The employee has not established a pattern of sick leave abuse that has been made a matter of record within six months of the employee's request for advanced sick leave.
- d. There is no evidence indicating the employee will not remain employed after his return to duty long enough to repay the advance of sick leave.

Section 6. The Employer will make every reasonable effort to provide temporary light duty assignments for temporarily disabled employees to help reduce the loss of accumulated sick leave, provided there is reasonable medical evidence that the employee will return to full duty.

Section 7. The Employer will make every reasonable effort to accommodate employees with medical restrictions.

Section 8. An employee may request annual leave in lieu of sick leave during a period of incapacitation. An employee may request LWOP in lieu of sick leave during a period of incapacitation.

Section 9. Employees' sick leave request will be considered as personal, need-to-know information. The sick leave will be approved/disapproved in the strictest confidence by the supervisor. Sick leave request submitted for more than a 3-day absence should include approximate duration of absence.



**ARTICLE 13**  
**ADVERSE WEATHER AND CONDITIONS**

Section 1. As a tenant of Red River Army Depot (RRAD), DFAS will normally follow the policy set forth by the Commander of RRAD. Exceptions to the RRAD policy may be made at the discretion of the Director, DFAS Texarkana. During any period of shutdown, employees not on an approved telework agreement will be excused with pay, without charge to leave.

Section 2. When the Employer decides during non-duty hours to operate on a reduced basis or close the activity due to adverse weather conditions, the Employer will disseminate the information to local radio and TV stations immediately after the decision is made.

Section 3. An employee already on approved annual or sick leave at the time the activity is closed will only be placed on weather and safety leave for that portion of the shutdown that extends beyond the period of previously approved leave.

Section 4. Flexible employees who are already at work when operations are suspended will be excused with pay for the balance of the shift.

Section 5. Employees who arrive late because of inclement weather will be excused in accordance with Article 19, Section 2(a). Additional excused time may be authorized depending on individual circumstances.

Section 6. Employees on an active telework agreement during adverse weather conditions may be required to perform duties as defined in Article 14, Sections (4) & (6).

## **ARTICLE 14 TELEWORK**

Section 1. The Telework Program permits employees to volunteer to perform suitable duties at an approved work site, consistent with mission requirements.

Section 2. An employee who wishes to participate in the Telework Program will complete an appropriate written request to the employee's supervisor. The supervisor will provide a timely response to that request. If the telework request is approved, the supervisor will inform the employee in the telework agreement of what is expected of the employee while on telework. If the request is denied, the supervisor will document the basis for the denial in writing on the request and provide it to the employee. Denial of a telework request is grievable under the negotiated grievance procedure. If the telework request is denied, the employee may request a discussion with the supervisor regarding future participation in the Telework Program.

Section 3. An employee on telework will continue to work their approved work schedule, completed within a time frame of 06:00 to 18:00 hours. If the DFAS site is closed, employees on an approved telework agreement will be expected to telework, unless precluded by inclement weather also affecting the telework location, in which case the employees will be granted an excused absence.

Section 4. An employee who encounters technical difficulties that prevent them from performing their mission duties at their telework location (e.g. power failure, loss of internet connectivity, etc.) shall be granted 2 hours to resolve the matter. Upon recognition of the technical issue, the employee will make reasonable effort to contact their supervisor to inform them of their work status. If the employee is unable to resolve the issue within the 2-hour window the employee will be expected to report for duty or request leave to accommodate their absence.

Section 5. In anticipation of inclement weather the Director, DFAS TX, may direct employees on an approved telework agreement schedule to take home government issued laptops for potential implementation of unscheduled telework. This will ensure continuity of DFAS essential operations and continued support to customers.

Section 6. An employee may be required to report to the Employer's facility, based on mission requirements, even though the employee is scheduled to telework at that time. When an employee scheduled to telework is required to report to the Employer's facility, the employee will be given reasonable advance notice and will be provided a reasonable amount of time to report. The employee should make reasonable effort to report to the Employer's facility as soon as possible.

Section 7. An employee who also serves as a representative of the Union may be approved to telework; however, if an employee is approved to telework, and a representational duty arises, the employee may perform the representational duty while on telework, subject to applicable procedures for requesting excusal for representational duties.

Section 8. Either the employee or the Employer may terminate an existing telework agreement at any time. If the Employer terminates the agreement, the employee will be informed of the basis for the Employer's action, in writing, as set forth in the telework agreement. The Employer's termination of the telework agreement may be grieved under the negotiated grievance procedure.

## **ARTICLE 15 CIVIC RESPONSIBILITIES**

Voting. Voting in Government elections. Employees may be permitted to report for work two hours after the polls open or leave work two hours before the polls close, whichever requires the least amount of time off. Administrative leave will be granted for any part of the 2-hour period falling within the assigned tour of duty.

Court Duty. An employee will be authorized absence from work status without charge to leave or loss of pay for jury duty, or for attending judicial proceedings in a nonofficial capacity as a witness on behalf of the Federal Government or State or local Government.

- a. An employee will be authorized paid time off from work status for jury duty, or for attending judicial proceedings in a nonofficial capacity as a witness on behalf of the Federal, State or local Government. When an employee is called as a witness or juror in such capacity, he or she shall immediately notify his/her supervisor and submit a copy of the subpoena or summons. Upon completion of service, the employee shall submit any written evidence provided by the court for the times he served as such a witness or juror.
- b. If an employee is excused from such a service with sufficient time to enable that employee to return to duty for at least two (2) hours of the scheduled workday, including travel time, the employee shall return to duty unless granted appropriate leave by the Employer.
- c. If an employee receives regular pay from the government for a period of court leave, employees must reimburse to the Employer fees paid for service as a juror or witness. Monies paid to jurors or witnesses which are in the nature of "expenses" (e.g. transportation, parking) do not have to be reimbursed to the Employer.

**ARTICLE 16**  
**JOB DESCRIPTIONS AND CLASSIFICATIONS**

Section 1. Job descriptions for each category of employees in the Unit will be prepared and grade determination made in accordance with applicable rules and regulations.

DoD Standardized Job Descriptions will be used whenever possible.

Section 2. The Employer agrees to furnish each employee an up-to-date copy of his job description. When the Employer implements change(s) to a job description, the employee shall be provided a copy of the new job description.

Section 3. The Employer agrees that employees will be assigned to work which is appropriate to their Job Description, taking into account the mission of the agency. The phrase “other duties as assigned” frequently used in Job Descriptions mean duties related to the basic Job Description. When an employee is assigned duties not covered in the Job Description that are expected to be a continuing requirement, the supervisor will advise the DFAS Human Resources and request revision of the position description and appropriate classification action.

Section 4. Each employee shall be afforded the opportunity to discuss with the Employer his/her 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 heard by the Mission Area Director.

Section 5. When an employee believes that the grade or classification of his/her position is incorrect, he/she may request in writing a review of the classification, through supervisory channels. If not resolved within 30 days, the employee may appeal in accordance with regulatory appeal procedures.

**ARTICLE 17**  
**PERFORMANCE EVALUATION**

Section 1. The Employer will manage the performance evaluation program under the provisions of applicable DoD Civilian Personnel Management System. Any subsequent changes to the Performance Management System may be negotiated between the parties. All evaluations of performance will be applied in a fair and objective manner. An employee’s signature on an evaluation, where signature is provided for, indicates only that an evaluation has been received and does not indicate an employee’s agreement or disagreement with the evaluation.

Section 2. The Employer will discuss with the employee their performance evaluation prior to making it a part of the employee’s record. The beginning of the appraisal period will commence on 1 April of each year and run through 31 March of the following year. In order to be assigned a rating of record, and employee must have performed in the official position for ninety (90) days or

more during the appraisal period and be appraised against the elements of a performance plan. If an employee has not worked at least ninety (90) calendar days against an approved performance plan during the appraisal period, the appraisal period will be extended until the ninety (90) - day requirement has been satisfied.

Section 3. Each employee will receive a copy of their annual performance rating. Within thirty (30) days of the start of the new performance cycle, the supervisor will discuss performance elements and standards with the employee, sign and provide a copy to each employee for the upcoming appraisal year.

Section 4. The employee has a right to grieve all aspects of their performance evaluation. However, a grievance may not be filed concerning the identification of job elements or the establishment of performance standards. Grievances concerning performance issues shall be filed with the Higher Level Reviewer.

Section 5. Grievances concerning performance evaluations will begin at Step 1 of the Grievance Procedure and will be submitted to the Approving Official within 15 calendar days of receiving a performance evaluation.

Section 6. To maintain a high-quality civilian workforce and encourage employees to strive for top performance, employees will be informed of performance deficiencies upon identification of the performance problem. The Employer will counsel employees in relation to their overall performance on an as needed basis and when the employee's performance drops below a satisfactory level. Each employee will receive at least one (1) feedback during the course of the year, near the mid-point of the performance cycle. Performance counseling sessions will be documented with a copy given to the employee.

Section 7. If the employee's performance has not risen to an "acceptable" level within a reasonable amount of time, the supervisor will conduct a review and issue a written Performance Improvement Plan (PIP). A PIP will last 90 days and will include any appropriate measures necessary to bring the employees performance to the fully successful level. The PIP will include the following:

- a. The element of the performance plan for which the employee's performance is unacceptable;
- b. How performance is unacceptable; and
- c. Specifics as to what the employee must accomplish to obtain "acceptable" performance.

Assistance in identifying remedial or developmental training to meet specific performance standard(s) shall be provided. Performance review is a continuous process involving periodic discussions between the supervisor and employee.

Section 8. Civilian appraisals are typically conducted by the supervisor. If circumstances preclude the supervisor from carrying out their responsibility, the higher-level management official may serve as the rating official.

Section 9. The Supervisory Record of Employee Performance shall be removed at the end of the rating period.

Section 10. If the rating official changes or departs during the rating period, documentation of performance discussions and other pertinent and appropriate information will be transferred to the new rating official.

Section 11. When ratings are changed as a result of a complaint or grievance, the rater or authorized designee will revise the content in the MyPerformance appraisal tool.

## **ARTICLE 18 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 deduction 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/her 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 or Secretary of the Union is designated to receive completed forms, to enter the current amount of regular dues to be deducted for the member each pay period, and to determine whether the member is in good standing in the Union. He will then complete the required request for certification and submit the forms for processing.
- b. Allotments authorized on properly completed and certified forms which are received by the Employer will be processed in an expeditious 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 Payroll Office will terminate an allotment:

- a. At the end of a pay period following notification of loss of exclusive recognition by the Union.
- b. At the end of a pay period following, an employee separates 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 (“Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee, Organization Dues”), one calendar year after the employee’s dues have been withheld, or if the allotment is not revoked at the end of the first year it has been in effect, any subsequent revocation will be effective any time of the employees choosing. A copy of these forms will be provided to the local Union.
- e. The DFAS Fiscal Services shall notify the Union of the revocations submitted by its members no later than five (5) workdays after receipt of the revocation.

Section 5. A supply of SF-1188’s will be maintained in the office of the Director, DFAS Texarkana.

Section 6. Remitting the amounts withheld. Upon disbursement for each pay period, the DFAS will certify for payment the net amount withheld. The check/EFT will be made out and sent to: National Association of Independent Labor (NAIL will furnish the address). The check/EFT will be accompanied by a list of 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 total amounts withheld; and the net balance remitted. A copy of this listing will also be provided to Local 5 upon request.

**ARTICLE 19**  
**DISCIPLINARY AND ADVERSE ACTIONS**

Section 1. Both parties agree all disciplinary actions will be administered only when just and sufficient cause is present. Disciplinary actions will be supported by a preponderance of evidence and taken on a timely basis.

Section 2. Disciplinary actions are defined as informal corrective actions, written reprimands, suspensions and separation for cause. Informal discipline is defined as oral admonishments. If the Employer prepares a written memorandum to document informal corrective action or other informal discipline, a copy of such memorandum will be provided to the affected employee.

Section 3. When a determination is made that a formal reprimand is necessary to correct an employee's alleged misconduct, the written reprimand will be processed in accordance with the appropriate regulatory guidance. A grievance resulting from a written reprimand will begin at Step 1 under Article 39, Section 9, within 15 calendar days from receipt.

Section 4. If the Employer proposes a separation, the following procedures will apply:

a. The Employer will provide a 30 calendar day advance notice (unless the crime provision is invoked), giving a description of the offense, in sufficient detail, to enable the employee to understand fully the violation, infraction, conduct, or offense for which he/she is charged. Such specifics as time, place, dates and events should be included in support of the incident giving rise to the separation action. Notice of proposed separation 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 both orally and in writing and furnish affidavits and other documentary evidence in support of his/her answer within 15 calendar days (unless the crime provision is invoked) after receipt of the proposed notice. The Employer will give consideration to extending the 15 calendar day 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/her grievance rights and the time limits for filing.

Section 5. If the Employer proposes a suspension, the following procedures will apply:

a. The Employer will provide the employee a 15 calendar day advance notice citing enough specifics (see 4a above) to enable the employee to answer the notice and provide an opportunity to review the material relied on to support the proposed suspension.

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/her answer within seven (7) calendar days after receipt of the proposed notice. The Employer will give reasonable



consideration to extending the seven (7) calendar day right to reply period if the employee submits 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/her grievance rights and the time limits for filing.

Section 6. A grievance resulting from a disciplinary action will be filed at step 1 of the negotiated procedure. The appropriate grievance official will be identified in the Notice of Decision issued to the grievant. The grievance must be filed within 15 calendar days of the effective date for an imposed disciplinary action.

Section 7. Disciplinary and adverse actions will be initiated in a timely manner. All disciplinary actions will be processed in accordance with applicable regulations and employees shall be afforded all rights and privileges provided therein.

Section 8. The Employer will inform the employee in the decision letter of grievance/appeal rights.

Section 9. Upon request, the Employer will furnish the employee against whom a disciplinary or adverse action is proposed, or their designated representative, a copy of the material relied on to support the proposed action.

## **ARTICLE 20 GRIEVANCE PROCEDURES**

Section 1. 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. A grievance is defined as any complaint:

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

Section 2. The Negotiated Grievance Procedure is the sole procedure available to employees in the bargaining unit for resolution of covered matters. 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 a 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. The following matters are specifically excluded from consideration under the Negotiated Grievance Procedure:

- a. Any claimed violation relating to prohibited political activities.
- b. Retirement, life insurance, or health insurance.
- c. A suspension or removal under 5 US 7532 (national security).
- d. Any examination, certification or appointment.
- e. The classification of any position, which does not result in the reduction in grade or pay of an employee.
- f. Non-selection for promotion from a group of properly ranked and certified candidates for bargaining unit positions.
- g. Termination of any employee during the probationary period.
- h. Equal Employment Opportunity complaints.

Section 4. Disputes over what is subject to the grievance procedure, including timeliness or grievability, shall be referred to an arbitrator as a threshold issue in the related grievance. Threshold issues must be raised to the Arbitrator within 30 days of the parties selecting an Arbitrator. Arbitrator must make a ruling/determination on threshold issues before the parties can proceed on the merits.

Section 5. 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 be represented by themselves or only by the exclusive Union, in filing a grievance under the negotiated procedure.

Section 6. 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, may call the employees together and have them select one of the grievances for processing. The decision made on the grievance selected for the processing will be equally applicable to all of the other identical grievances.

Section 7. Reasonable duty time will be granted to aggrieved unit employees, and reasonable official time to the appropriate Union representatives, to investigate and prepare grievances. Official time will be granted to present a grievance through this Negotiated Grievance Procedure.

Section 8. A grievance by the employee, Union, or the Employer shall be filed within fifteen (15) calendar days of the occurrence or awareness of the incident being grieved.

Section 9. Employee grievances shall be processed as follows:

Step 1. A grievance concerning a particular act or occurrence shall be presented within fifteen (15) calendar days after the date of that act or occurrence or the date the employee (or group of employees) became aware of that act or occurrence. A written grievance may be submitted by memorandum, as an attachment to an email, or as an email to the employee's supervisor or other appropriate management official who will act promptly to resolve the grievance. Upon receipt of a grievance, the grievance official will meet with the aggrieved employee and his/her Union representative(s) within five (5) calendar days to discuss the grievance.

The grievance official shall make a reasonable effort to resolve the grievance and will render a written decision or findings/conclusions to the employee within ten (10) calendar days of the date the employee submitted the grievance or the last discussion regarding the grievance. The employee and/or Union representative will be informed of who in the management hierarchy above the grievance official at Step 1 has been designated to serve as the Step 2 grievance official.

Step 2. Should resolution not occur at Step 1, the employee may submit the grievance for further consideration by filing a written grievance within ten (10) calendar days of receipt of the Step 1 decision to the appropriate management official above the level specified in Step 1. Upon receipt of a grievance, the grievance official will meet with the aggrieved employee and his/her Union representative(s) within five (5) calendar days to discuss the grievance.

The grievance official will render a written decision within ten (10) calendar days from the date he/she receives the grievance or the last discussion regarding the grievance. The employee and/or Union representative will subsequently be informed of who in the management hierarchy above the deciding official in Step 2 has been designated to serve as the Step 3 grievance official.

Step 3. Should resolution not occur at Step 2, the employee may submit the grievance for further consideration by filing his/her written grievance within ten (10) calendar days of receipt of the Step 2 decision to the Director, DFAS Texarkana. Upon receipt of a third step grievance, the Director, DFAS Texarkana, or his/her designated representative(s) shall arrange to meet within five (5) calendar days, with the aggrieved employees, and the appropriate representative of the Union to discuss the grievance. A written decision will be rendered within ten (10) calendar days after the meeting. Step 3 will be the final administrative review in the grievance process.

Section 10. The written grievance shall identify:

- a. The basis for the grievance;
- b. The date of the occurrence or awareness of the incident being grieved;
- c. The corrective relief sought; and
- d. The date of receipt of the grievance decision at the prior step.

Section 11. Grievances following Step 1 may not include any unrelated allegations or issues that were not submitted for consideration at prior steps.

Section 12. Grievances must be timely filed at the initial step of the grievance process. Time limits at subsequent steps may be extended by mutual agreement of the Union and the Employer. Failure of the Employer to observe the stated or extended time limits for any step in the grievance procedure shall entitle the Union or employee to advance the grievance to the next step.

Section 13. If the Employer or the Union submits a grievance, the grievance must be filed within 15 calendar days of the incident or within 15 calendar days from the awareness of a grievance. In the case of an employer-initiated grievance, the Union President will receive the grievance. In the case of a Union initiated grievance, the Director, DFAS Texarkana, or his/her designee will receive the grievance.

Section 14. Any grievance not resolved under the terms of this Article may be referred to arbitration by either the Union or the Employer in keeping with the provisions of Article 40, Arbitration.

## **ARTICLE 21 ARBITRATION PROCEDURES**

Section 1. When a matter pursued through the negotiated grievance procedure, Article 20, is not satisfactorily resolved at the final step of the grievance procedure, the matter may be submitted to arbitration by the Employer or the Union. The request to invoke arbitration must be in writing and must be received by the Director, DFAS Texarkana or the Union President within ten (10) workdays of the date of the 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) calendar after receipt of the arbitration request, the Parties will jointly request that the Federal Mediation and Conciliation Service submit a list of seven (7) impartial persons qualified to act as arbitrators. The cost associated with the list of arbitrators will be split by the Parties. Representatives of the Union and the Employer will within ten (10) calendar after receipt of such a list 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 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 issues, if unresolved, will be handled as threshold issues at Arbitration.

Section 6. 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 arbitrator shall determine the percentage of arbitration cost to be paid by each party. Where the Parties mutually request a transcript or the arbitrator requests a transcript, the expense will be shared; otherwise the party requesting the transcript shall bear the expense. The Parties shall share equally the expenses of any mutually agreed upon services.

Section 7. 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 in an active duty status at the time of the hearing is held will be excused from duty to participate in the arbitration proceeding without loss of pay or charge to annual leave.

Section 8. The Arbitrator will be requested to render his/her decision to the Parties as quickly as possible, but in any event not later than thirty (30) calendar days after conclusion of the hearing, unless the parties agree otherwise.

Section 9. The Arbitrator will not change, modify, alter, delete, or add to the provisions of this agreement; this right is the prerogative of the Parties only.

Section 10. Either the Union or the Employer may file exceptions to an Arbitrator's award in accordance with law and regulations.

## **ARTICLE 22 PERSONALLY OWNED HEATING AND COOLING EQUIPMENT**

Personally owned heating and cooling equipment for bargaining unit employees will be authorized by obtaining a permit from Chief, DFAS TX, Facilities, Logistics and Administration Office. To be approved, personally owned heat-producing equipment must meet the following requirements:

- (1) Must have a Underwriter's Laboratories (UL) label;
  - (2) Use 400 watts of electricity or less;
  - (3) Be operated without an extension cord or surge protector;
  - (4) Have an automatic tip-over safety switch that shuts off the heater.
- c. Personal fans with a diameter of ten inches or less are authorized without a permit, so long as they have a valid Underwriter's Laboratory (UL) label.

- d. Use of non-permitted personal HVAC equipment may result in disciplinary action.

Employee requests based upon medical documentation will have priority over requests based on personal comfort. Permits will not be granted in excess of 10% of the employees in a Directorate.

## **ARTICLE 23 UNION OFFICE**

Section 1. The Employer agrees to designate one of the six “team rooms” in Building #735, Red River Army Depot, Texarkana, Texas, for use by representatives of the Union in carrying out functions related to DFAS employees.

Section 2. The Union office will be equipped with a standard government service telephone with local calling and long-distance service, a table, four chairs, and a small printer. The Union will also be provided with a CAC-enabled laptop computer with email service and internet access over the DFAS computer network, subject to restrictions on official use normally applicable to government-furnished computer equipment. The laptop computer (and docking station, if necessary) will be configured in a manner to safeguard and protect Union representational information from access by persons other than union-designated personnel and DFAS Information Technology personnel. The Union will be permitted to place lockable filing cabinets in this designated office for secure storage of Union records and materials. The room will be configured to be lockable, and the Union will be provided keys. DFAS, Texarkana, Site Support Office, will retain a key to permit access to the room for safety or security reasons in the event of an emergency.

Section 3. The Union will be afforded priority use of this office for the representatives of the Union, except when no other team or meeting room is available for use by management. In that case, the Director, DFAS Texarkana, or his/her designee may direct use of this room to conduct mission essential business. The Director, DFAS Texarkana or designee will not exercise this authority to require Union representatives to give up the room when it is already in use or scheduled for the conduct of representational activities.

**ARTICLE 24  
GENERAL PROVISIONS**

Section 1. Daily Bulletins, as available, will be posted within a reasonable time on bulletin boards accessible to employees in the unit.

Section 2. The Union will be provided organizational charts annually in January and whenever there is a change in leadership, such as the Director of DFAS Texarkana.

Section 3. The Union will be notified of a pending reorganization prior to implementation.

Section 4. The Employer will provide notification to the Union regarding the availability of DFAS personnel regulations and changes thereto, upon publication in the DFAS e-Library.

**ARTICLE 25  
INFORMATION SYSTEMS AND TELECOMMUNICATION EQUIPMENT**

Section 1 - GENERAL

a. Agency policy and regulations provide the guidance for information and telecommunications systems used within the Agency. The Agency will be responsible for providing information briefings to the Local President and/or Nail 5, upon request.

b. Information and telecommunications systems within the Agency are currently defined as personal computers, electronic mail, telephones, internet access, faxes and other communication systems and equipment.

Section 2 - ACCESS

a. Employees will be provided access to information and telecommunication systems, to include video capability, to perform the duties of their position. Personal use of information and telecommunication systems will be consistent with Agency policy and guidance. The Agency Enterprise Local Area Network (hereafter referred to as the ELAN), computers, and equipment used to connect to the internet and to e-mail shall be used for official and authorized purposes only. Authorized purposes may include brief internet searches by employees for personal purposes, when they:

1. Do not adversely affect the performance of official duties by the employee's organization or the employee.

2. Are of reasonable duration and frequency, and whenever possible, made during the employee's personal time, such as, before or after duty hours or during lunch periods.

3. Serve a legitimate public interest by educating the employees on the use of the internet or the ELAN, and enhancing their professional skills.

4. Do not put the ELAN to uses that have the potential to reflect adversely on the Agency.

b. Employees should also be aware that the use of the Government information and communication systems are subject to monitoring, and that personal information placed on or transmitted over Government systems, regardless of whether such use is permitted or unauthorized, is subject to monitoring in the same manner as official information. Employees use the systems with the understanding that such use serves as consent to official monitoring for any type of use. Consequently, the Government information and communication systems should not be used for storing or transmitting any personal information that the employee wishes to keep private, even if the use is otherwise permitted under the regulations.

### Section 3 - RESPONSIBILITIES

a. Employees are responsible for appropriate use of government owned equipment and materials and for reporting instances of inappropriate use.

b. Employees are responsible for utilizing the full range of communication tools, to include video capability. Expected use includes speaking or briefing at team/staff meetings, briefing Leadership, presenting during training, one-on-one performance discussions, and customer interactions.

c. The Agency is responsible for documenting training, and providing applicable rules and guidance on personal use of material or equipment to employees (i.e., to include updates, and disciplinary and adverse action guidance) as required, or not less than annually.



**ARTICLE 26**  
**DISTRIBUTION OF AGREEMENT**

The Agreement will be typed in final format by the Employer. Final draft will be provided to Union negotiating team for review prior to final approval and signatures. After approval, copies of the Agreement will be made available in electronic formats. The Employer will distribute a link to the electronic version of the Agreement to all unit members within 15 days of effective date of the signed agreement and to new employees during in processing or within 10 workdays thereafter. The Union will be provided twenty – five (25) printed copies of the Agreement. An electronic copy of the agreement will be available via the shared drive and the DFAS Portal. Cost of reproduction will be borne by the Employer.

**ARTICLE 27**  
**DURATION AND CHANGES**

Section 1. This Agreement shall remain in full force and effect for a period of 5 years from the date of its approval by the head of the Agency or from the 31st day after execution, whichever is sooner. This Agreement will automatically be renewed for two (2) year thereafter unless written notice of a desire to renegotiate the Agreement is served by either party between the 105th and 60th 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.

## **DEFINITIONS**

Basic Work Requirement (BWR)- the number of hours, excluding overtime or compensatory hours, which an employee is required to work or account for by leave or credit hours within a bi-weekly pay period. The BWR is 80 hours per pay period.

Core Hours- those hours' employees are required to be present for work unless in a leave status, using credit hours, or on some other authorized absence. Occasional deviations from core hour requirements are permissible with prior supervisory approval.

Flexible Time Bands- that part of the schedule of working hours during which an employee may choose his/her time of arrival to and departure from the work site. Deviation of an employee's work schedule may result from work exigencies.

Credit hours means any hours worked, within a gliding work schedule, in excess of the employee's basic work requirement for a gliding work schedule (8 hours per day and 80 hours per paid period for full-time employees), excluding overtime and compensatory time, at the election of the employee and approved by the supervisor. Employees on a CWS are not eligible for credit hours.

Emergency is defined as an operating condition determined by the Director, DFAS Texarkana or other designated official necessary to meet unusual or unforeseeable conditions. It may include but is not limited to adverse weather conditions; continuing personnel shortages; shortages of funds, supplies or equipment; renovation of facilities, etc.

In witness whereof, THE AUTHORIZED REPRESENTATIVES OF THE Parties have entered into this Agreement on this 18th day of December 2024.

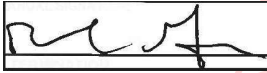
FOR THE NATIONAL ASSOCIATION  
OF INDEPENDENT LABOR, LOCAL

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J.D. Carpenter  
President, Local 5  
National Association of Independent Labor

FOR DFAS-TEXARKANA



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Raymond Gaw  
Director, DFAS - TX

**TEAM MEMBERS**

FOR NAIL:

Claudia Lynch  
Chief Negotiator

Sondra Rust  
Bargaining Team Member

FOR DFAS:

Raymond Gaw  
Chief Negotiator

Anthony Garrett  
Bargaining Team Member

Shelvy Kegl  
Bargaining Team Member

Approved by the Department of Defense on January 10, 2025,  
to be effective January 10, 2025.