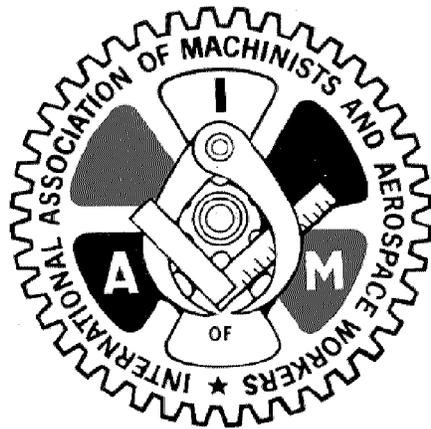




Memorandum of Agreement  
Between  
88th Air Base Wing (AFMC)  
and  
International Association of  
Machinists and Aerospace Workers



## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	Preamble .....	1
1	Recognition and Unit Determination .....	2
2	Rights of Management.....	3
3	Matters and Procedures for Negotiation .....	4
4	Profit Sharing .....	5
5	Rights and Obligations of the Union .....	6
6	Rights and Obligations of the Employees .....	8
7	Employee Performance Evaluations .....	10
8	Union Representation.....	12
9	Basic Workweek and Hours of Work.....	15
10	Overtime .....	17
11	Holidays.....	19
12	Annual Leave .....	20
13	Sick Leave .....	22
14	Leave of Absence .....	25
15	Seniority .....	26
16	Report Pay .....	27
17	Military Reserve Duty .....	28
18	Merit Promotion Program .....	29

<u>ARTICLE</u>	<u>PAGE</u>
19	Visitation ..... 31
20	Death in Family ..... 32
21	Indebtedness ..... 33
22	Bulletin Boards ..... 34
23	Civic Responsibilities ..... 35
24	Miscellaneous Provisions ..... 36
25	Publicizing the Agreement and Bargaining Relationship ..... 38
26	Work Conditions, Safety and Health ..... 39
27	Job Descriptions, Position Guides and Appeals ..... 40
28	Details ..... 41
29	Business Based Actions ..... 43
30	Nondiscrimination Equal Employment Opportunity ..... 44
31	Physical Examinations ..... 45
32	Uniform Procedures ..... 46
33	Disciplinary Actions ..... 47
34	Grievance Procedure ..... 48
35	Arbitration ..... 54
36	Duration and Changes ..... 56
37	Dues Withholding ..... 58
38	Meals ..... 61
39	Wage Surveys ..... 62

## PREAMBLE

Pursuant to the policy set forth in Public Law (PL) 95-454 of October 13, 1978 and subject to existing laws and regulations of appropriate authorities, the following articles constitute an Agreement by and between the Base Restaurant at Wright-Patterson Air Force Base (WPAFB), Ohio 45433, a nonappropriated fund activity and an instrumentality of the United States Government, hereinafter referred to as the Employer, and the International Association of Machinists and Aerospace Workers, AFL-CIO, hereinafter referred to as the Union.

### WITNESSETH:

In consideration of the mutual covenants herein set forth, the parties hereto intending to be bound hereby agree as follows:

WHEREAS It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal Service and the wellbeing of employees within the meaning of PL 95-454 and to establish a basic understanding relative to personnel policy, practices and procedures and matters affecting working conditions within the jurisdiction of the Commander, WPAFB, Ohio, and to provide means for amicable discussion and adjustment of matters of mutual interest at WPAFB, Ohio.

NOW, Therefore, the parties agree hereto as follows:

## ARTICLE I

### RECOGNITION AND UNIT DETERMINATION

Section 1.1. The Employer recognizes that the Union is the exclusive representative of all employees in the Unit as defined in Section 1.2 of this Article. The Union recognizes the responsibility of representing the interests of all employees in the Unit with respect to grievances, personnel policies, practices, procedures and all other matters affecting their general working conditions.

Section 1.2. The recognized Unit of Employees to which the Agreement applies is defined as all employees, including flexible employees, of the Base Restaurant, WPAFB, Ohio, excluding supervisors, management officials, and employees defined by 5 USC Section 71 12(b)(2), (3), (4), (5), (6), and (7). (Recognition granted by letter dated 19 April 1968 from Mr. Robert M. Watson, Chief, Civilian Personnel Branch, to Mr. William H. Layman, Special Representative, IAM&AW, and amended by FLRA Certification in Case Number CH-RP-06-0007, 1 December 2005).

Section 1.3. In reading and interpreting the language of this Agreement it is the intent of the parties that all references to the masculine gender such as "he," "him," and "his," shall include reference to the feminine gender as well.

## ARTICLE 2

### RIGHTS OF MANAGEMENT

Section 2.1. Subject to Section 2.3 of this Article, nothing in this Article shall affect the authority of any management official of the Employer -

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 such employees;

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

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

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

(b) any other appropriate source; and

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

Section 2.2. Nothing in this section shall preclude the Employer and the Union from negotiating the procedures which management officials of the agency will observe in exercising any authority under this Article or on appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

Section 2.3. The Employer will not use its retained rights in such a way as to nullify or abrogate the terms and conditions agreed to in this agreement, and an allegation that this has been done is grievable and arbitrable.

Section 2.4. Whenever language in this Agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Employer retains the sole discretion to assign work and to determine who will perform the function discussed.

## ARTICLE 3

### MATTERS AND PROCEDURES FOR NEGOTIATION

Section 3.1. Officials of the Employer and officials of the Union are obligated to negotiate in good faith on appropriate matters with the objectives of reaching agreement by the diligent and serious exchange of information and views, and to avoid unnecessarily protracted negotiation. Matters appropriate for negotiation shall include personnel policies and practices, and matters affecting working conditions according to Public Law.

Section 3.2. The point of contact for the notification and/or bargaining obligation by the parties to this agreement shall be the Base Restaurant Manager and the Business Representative of District 34, IAM&AW, or their designees.

Section 3.3. Negotiation is mandatory upon Union request, on procedures for exercising management rights, and on arrangements for employees adversely affected by the exercise of the management rights stated in Article 2.

Section 3.4. If the Employer proposes to change its personnel policies, practices, or matters affecting working conditions, the Employer will notify the Union of such proposed changes in advance. The Union shall have seven (7) work days from the date of a briefing on or receipt of notification on such changes, to concur, discuss, or request negotiations. If the Union requests negotiations, it shall do so by written notice. If the Union does not request negotiations, it will mean that the Union does not want to negotiate over that subject. Negotiations shall be scheduled to commence no later than 5 full working days after receipt of the Union's written notice requesting negotiations. Extension of time frames in this section may be granted upon mutual agreement of the parties. The Union point of contact for this section will be the Union president or his designee.

Section 3.5. The Union has the right to initiate midterm bargaining requests on personnel policies, practices, and conditions of employment not otherwise covered in this Agreement. Requests for such bargaining must be in writing and will include the specific proposals that the Union requests to bargain. The parties shall meet within ten (10) workdays after the Employer's receipt of such notice, to negotiate the matter(s) involved in such requests. Extension of this time frame may be granted upon mutual agreement of the parties. The Union point of contact for this section will be the Union president or his designee.

Section 3.6. Prior to effecting a substantive change in personnel policies, practices, or conditions of employment that are within the discretion of the Employer and affect bargaining unit employees, the Employer will inform the Union of the proposed change and provide the Union the opportunity to request to bargain to the extent appropriate under governing Law. It is understood and agreed that any dispute or disagreement with the application of this section may be subject to grievance/arbitration, Unfair Labor Practice (ULP), or impasse proceedings as appropriate.

ARTICLE4

PROFIT SHARING

Section 4.1 All members of the bargaining unit prior to 1 October of each year will receive a share of the profits depending upon the percentage of profits generated by the Wright-Patterson AFB Base Restaurant system during the preceding fiscal year in accordance with the schedule set forth in 4.1 .a. below. The money provided to the employee will be issued as part of the first pay check issued in the month of December. Taxes and all other appropriate withholdings will be deducted from the amount specified in 4.1.a.

- |                         |                                     |
|-------------------------|-------------------------------------|
| a. Profits less than 4% | no profit sharing                   |
| Profits of 4% or more   | \$50.00 per bargaining unit member  |
| Profits of 5.5% or more | \$100.00 per bargaining unit member |
| Profits of 8% or more   | \$200.00 per bargaining unit member |

b. In addition the Employer agrees to make certain that an amount equal to at least 1% of bargaining unit member payroll costs for a fiscal year is paid out in performance awards to bargaining unit members during the course of that fiscal year if the profits of the WPAFB Base Restaurant system are 4% or larger during that fiscal year.

Section 4.2. As negotiated between the parties, a onetime profit sharing bonus of \$25.00 will be paid to all bargaining unit members on the second pay date after this contract goes into effect.

## ARTICLE 5

### RIGHTS AND OBLIGATIONS OF THE UNION

Section 5.1. Commensurate with the provisions of this Agreement, recognized Union representatives shall at all times be free to exercise their responsibility to advance the best interests of, and fully protect, the employees covered by this Agreement, and shall be free from restraint, coercion, intimidation, discrimination or reprisal because of authorized activities on behalf of the Union. It is further agreed that no union representative shall be denied any right, privilege, or benefits he is otherwise entitled to because of his service as a Union Representative.

Section 5.2. The Employer and the Union shall continue mutually agreeable arrangements for Local, District and International Union representatives to enter work areas for the purpose of expeditiously transacting appropriate Union business pertaining to the administration of this Agreement, subject to security concerns as determined by management.

Section 5.3. The Employer agrees to continue to furnish the Union two (2) copies of AFMAN 34-310 and supplements and/or changes and revisions thereto. It is further agreed that the Union will be provided with one (1) copy of any published instruction, order, bulletin or notice and supplements or changes thereto which effect unit employees' conditions of employment or personnel policies or practices which involve those employees.

Section 5.4. Copies of other published material, or additional copies of the items cited above, shall be purchased by the Union.

Section 5.5. Management will provide the President and the Chief Steward of the Bargaining Unit no later than 5 working days from date of hire, a list of newly hired employees.

Section 5.6. The Union agrees that it shall not call, or participate in, a strike, work stoppage, or slowdown, or picketing of an agency in a labor-management dispute if such picketing interferes with an Agency's operations, or to condone such activity by failing to take action to prevent or stop such activity. Picketing will not be conducted on agency property.

Section 5.7. The Union shall be given the opportunity to be at:

a. Any formal discussion between one (1) or more representatives of the agency and one (1) or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general conditions 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.

Section 5.8. When the Union wishes to conduct a formal membership drive within the bargaining unit on WPAFB, it shall submit a written request for authorization for such drive to the Labor Relations Officer one (1) month in advance of the date of the start of the drive. Such request shall specify the dates for which authorization is requested, not to exceed 20 consecutive workdays in any 12-month period, the hours of the day, the nonduty areas in specific buildings in which solicitation is desired, and the government facilities the Union wishes to utilize. The parties shall meet to discuss the request and agree to arrangements to be made. This Section does not apply to informal, day-to-day membership recruitment efforts.

Section 5.9. All meetings between the parties regarding labor-management business shall be scheduled to begin at least one and one-half hours before the end of the assigned shift, unless the parties mutually agree otherwise. Meetings not completed by the end of the assigned shift may be adjourned by either party and reconvened at a later date. If a labor-management meeting is held, or continues to be held, beyond the normal eight-hour day into overtime hours, or during overtime hours outside the basic workweek, and the Union representative is scheduled that day to work during those overtime hours, the Union representative shall be paid at overtime rates for time spent during the scheduled overtime hours.

Section 5.10. The Union shall be furnished, three times each calendar year, a complete listing of unit employees. The list shall include the name, organization symbol, job series, grade and step of each employee in the bargaining unit.

## ARTICLE 6

### RIGHTS AND OBLIGATIONS OF THE EMPLOYEES

Section 6.1. In accordance with Public Law 95-454, employees shall have the right, freely and without fear of penalty or reprisal, to form, join and assist the Union, or to refrain from any such activity, and each employee shall be protected in the exercise of this right. The freedom of employees in the Unit to assist the Union shall extend to participation in the management of the Union and acting for the Union in the capacity of a Union representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority. A supervisor, however, may not participate in the management of the Union or act as a Union representative. Nor may any employee within the bargaining unit participate in the management of the Union or act as a Union representative if his participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or the official duties of the employee.

Section 6.2. Employees shall be informed by the Agency of the benefits prescribed in Public Law 95-454 via the NAF Employees Newsletter (January and September), and the base newspaper (June), of the right to exercise these benefits without interference, restraint, coercion, reprisal or discrimination. Further, the Employer will apply the provisions of the Agreement fairly and equitably to all employees of the Unit. No action will be taken by members of management that will either encourage or discourage membership in the Union.

Section 6.3. Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deductions.

Section 6.4. The Employer agrees that the workplace should be free of intimidation, coercion, harassment and unsafe working conditions and that no reprisal will be tolerated against employees for the exercise of their rights under this agreement or under law, rule or regulation.

Section 6.5. The Employer agrees to keep the employees informed in a timely manner of whom the employee's immediate supervisor is to include temporary supervisors.

Section 6.6. Employees have the right to present their views to Congress, the executive branch or other authorities and to otherwise exercise their First Amendment rights without fear of penalty or reprisal.

Section 6.7. Employees shall have the right to direct and fully pursue their private lives, personal welfare and personal beliefs without interference, coercion, or discrimination by the employer so long as such activities do not conflict with job responsibilities, or are not of such major import or

significance that job responsibilities can no longer be fulfilled, or are not of such significance to adversely impact the Air Force and its mission.

Section 6.8. Employees, individually and collectively, have the right to expect and to pursue conditions of employment which promote and sustain human dignity and self-respect.

Section 6.9. Employees shall be protected against reprisal of any nature for exercise of their appeal rights or lawful disclosure of violations of law, rule, or regulation, mismanagement, gross waste of funds, abuse of authority, or a substantial and specific danger to public health or safety.

Section 6.10.

a. Upon request, the supervisor will provide the employee with a copy of the AF Form 971 (Supervisor's Employee Brief) on that employee.

b. Records of counseling for misconduct on an AF Form 971 shall be removed no later than one year from the date of entry. Records of counseling for performance on an AF Form 971 shall be removed no later than one year from the date of entry unless the employee has received an unsatisfactory performance rating within that year or if a performance based action has been proposed or taken.

c. Counseling sessions, whether they are verbal or written, will be conducted in private with the concerned employee.

d. Counseling shall be reasonable, fair and used constructively to encourage employee improvement in areas of conduct or performance. It should not be viewed as a disciplinary action.

Section 6.11. Individual files on each employee not approved by the Air Force as an official system of records will not be kept by management officials at any level. Approved files must be maintained in a secure fashion in order to prevent unauthorized disclosure.

## ARTICLE 7

### EMPLOYEE PERFORMANCE EVALUATIONS

Section 7.1. Employee performance evaluations shall be fair and just throughout the bargaining unit. After the completed appraisal has been signed by the appropriate manager, it will be discussed with the employee and the employee shall be afforded the opportunity to make any comments he or she desires regarding the evaluation. A copy of the current evaluation shall be retained with the employee's AF Form 971 and will be available in the employee's Official Personnel Folder. If requested, the employee will be provided a copy of the performance evaluation, normally within 24 hours. The signing of the evaluation by the employee acknowledges receipt of the evaluation and does not indicate agreement with the evaluation.

Section 7.2. Copies of an employee's performance evaluation will be made available to the Union for review upon the presentation by an authorized Union representative of the employee's signed statement authorizing the Union representative to review the performance evaluation.

Section 7.3. Employees will be encouraged to participate in the development of the performance standards. The employee's knowledge of their performance standards will be documented on the 971 form and initialed by the employee when initially presented to them, and at each subsequent performance discussion.

Section 7.4. Supervisors will give employees direction and goals. The work performed will be tracked and monitored, and supervisors will keep employees advised of how well they are meeting expectations by giving them personal performance feedback at least once annually. Supervisors will counsel and help employees who may be having difficulty and are encouraged to recognize those employees who are meeting or exceeding standards.

Section 7.5. It is understood that performance evaluations are to be used as a basis for making decisions on training, retention, promotion, reassignment, incentive awards, employee performance improvement, and other personnel actions. The objectives of the performance evaluation system are to:

- a. Keep employees aware of performance standards that are expected of them, in terms of quality and quantity of work to be performed and standards of personal conduct and behavior that are essential to their successful performance in the position.
- b. Provide employees with constructive help to identify and correct deficiencies in their performance or conduct, in order to help them achieve full potential for their positions.

c. Identify and resolve points of misunderstanding between supervisors and employees regarding work requirements.

d. Increase the efficiency of both employees and supervisors.

e. Advise employees on whether they meet, fail to meet, or exceed the standards for satisfactory performance.

f. Develop constructive relationships between supervisors and employees.

Section 7.6. It is understood and agreed that prior to assigning a bargaining unit employee a less than satisfactory performance evaluation, the supervisor must have advised the employee with a written warning regarding his or her work performance deficiencies. The supervisor must also provide reasonable assistance to help the employee to improve.

## ARTICLE 8

### UNION REPRESENTATION

#### Section 8.1.

a. The Employer recognizes the Union as the exclusive bargaining agent for all employees covered by this Agreement. The Employer further recognizes the right of the Union to designate Shop Stewards and Chief Stewards, and a Chairman of the Shop committee from among the employees of the Unit. The employer agrees to recognize the Chairman of the Shop Committee, Shop Stewards and Chief Stewards designated by the Union.

b. The parties mutually agree that whenever official time is provided within this contract for the Bargaining Unit's two Chief Stewards, the following procedure will apply:

(1) The Chief Steward(s) will request official time from the Base Restaurant Manager or his designee. The Chief Steward(s) will inform their immediate supervisors of his decision prior to utilizing the official time.

(2) In the event of dispute arising over the decision above, then that issue will be resolved by discussion between the Base Restaurant Manager and the Union's Directing Business Agent or in his absence the Local's Chairman of the Shop Committee. Again the Chief Stewards will inform their immediate supervisors of the agreed upon resolution prior to utilizing the official time.

Section 8.2. The number of Stewards shall not exceed seven (7) including one (1) Chairman of the Shop Committee, two (2) Chief Stewards, one (1) for Area Band one (1) for Areas A and C. The union shall furnish and maintain with the Employer a list of Stewards and Chief Stewards, designating their assignment and the group of employees each is authorized to represent. Nothing in this Section shall preclude the right of the Union to designate alternates to Chief Stewards or Stewards. However, it is understood and agreed that designated alternates shall only be recognized in the absence, on leave or **TDY**, of the regularly assigned Steward or Chief Steward. If more than one steward or representative is appointed in a given restaurant, canteen, or work area, then no more than one (1) shall be absent on official time unless mutually agreed between the Union and management, except for an annual training session.

Section 8.3. The Employer shall recognize the Officers, Chief Stewards, Stewards, and Chairman of the Union Shop Committee who are employees in the Bargaining Unit and are certified by the Union. The Union shall advise the Employer of the names of these representatives and of all changes of such representatives, and they shall be officially recognized on receipt of written notice from the Union, and shall continue to be recognized until written notice is given the Employer by the Union of a change. The Human Resources Officer is the point of contact in

management for changes of designation and is responsible for notification to supervisors in the Base Restaurant of changes of designation.

#### Section 8.4.

a. The union is authorized one designated representative who will receive three (3) hours of official time during the last three (3) duty hours every Monday, Wednesday, and Friday. This representative cannot be replaced or changed until a year has elapsed from the time of that person's designation as long as that steward remains in the bargaining unit, unless such a change or replacement is agreed to by the Base Restaurant Manager. There is no substitution for this designated representative when that representative is on annual leave or sick leave or is otherwise unavailable to perform representational duties, except when that representative's consecutive days of sick leave exceed five days, or when the representative is in five consecutive days of management approved training. No other official time for representational purposes is authorized under this agreement for this designated representative with the exception of official time to negotiate a successor agreement in accordance with the ground rules for those negotiations. The only other official time authorized for other stewards is for step one (1) of the grievance procedure and will not exceed two (2) hours per grievance or for official time to negotiate a successor agreement in accordance with those ground rules.

b. All matters pertaining to internal Union business shall be conducted during nonduty hours. Nonduty hours are defined as that time before and after the employee's assigned hours of duty and during unpaid lunch periods. Following are examples of internal Union business matters not authorized to be conducted on official time:

- (1) Membership solicitation.
- (2) Membership meetings.
- (3) Collection of assessments or dues.
- (4) Solicitation of signatures on SF-1187's or 1188's.
- (5) Internal campaign and election activities.

#### Section 8.5.

a. The Employer agrees that Stewards, Chief Stewards, and Union Officers shall be allowed to leave their assigned work areas to go to other departments, shops or offices, when it is necessary to do so in order to bring about a prompt and expeditious disposition of a complaint or grievance. It is further agreed that such an activity shall be engaged in without any loss in pay or benefits to the employees authorized to act on behalf of the bargaining agent under the terms of this Agreement. The Steward, Chief Steward, or Union Officer shall notify his supervisor of the

necessity to leave his assigned work area, and in the absence of compelling circumstances to the contrary, shall be authorized to do so. Upon receipt of authorization, the Steward, Chief Steward, or Union Officer shall telephone the supervisor in the area he desires to visit and inform the supervisor of the names of the employees he wishes to speak with. After ascertaining the availability of the employees, the Steward, Chief Steward, or Union Officer will proceed to the work area requested to visit, and notify the supervisor of his presence. The supervisor shall make the employee(s) available to the Union Official in the absence of compelling circumstances. If permission cannot be granted because of compelling circumstances, the employee shall be released as soon as these circumstances cease to exist.

b. Union representatives shall return to their own work areas promptly after performing the duties for which they left. They will report to their own immediate supervisor upon their return. The immediate supervisor will complete the AFMC 949 each time a Union representative uses official time for proper labor relations matters. The supervisor will then forward the completed AFMC Form 949 to the servicing Employee Relations Specialist.

Section 8.6. Any dispute or complaint between the Union and the Employer concerning the interpretation or application of this Agreement, shall be resolved under the grievance and arbitration provisions of this Agreement.

Section 8.7. In those rare instances in which the official duties of an employee who is also a Union representative are so demanding, confined, or restricted (as with a one-of-a kind job) as to make the release of that employee for official Union-management business connected with administration of the agreement a problem, the Union and the Employer agree to work out mutually acceptable methods of resolving the problem.

## ARTICLE 9

### BASIC WORKWEEK AND HOURS OF WORK

Section 9.1. Seven (7) consecutive calendar days constitute an administrative workweek, beginning at 0001 hours of the first designated day of the workweek and ending at 2400 hours of the seventh (7<sup>th</sup>) day following.

Section 9.2. The calendar day on which a shift begins is considered the day of duty for that day even though the work schedule extends into the next calendar day or into the following administrative workweek.

Section 9.3. Within the administrative workweek the regularly scheduled basic workweek will not exceed 40 hours, normally consisting of five 8 hour days. There may be six (6) workdays, provided the total weekly scheduled hours of work do not exceed 40. This too, shall be considered the basic workweek.

Section 9.4. The normal meal period shall be 30 minutes. Exceptions may be made to provide for unusual situations. However, no lunch period shall exceed 45 minutes except office and warehouse employees may have up to one hour. Supervisors will schedule in advance and post meal periods for each individual employee and will not interrupt such meal periods except when necessary due to workload and mission requirements. Meal periods will not be considered as time worked. When an employee is directed by management to work during any portion of his lunch period and as a result thereof, the employee does not receive a meal period of 30 minutes, the employee shall be paid for the entire meal period.

Section 9.5. The Employer agrees that employees assigned to operations of the Employer which necessitate scheduling of employees to a workweek other than Monday through Friday, or on shifts other than regularly scheduled shifts, shall be scheduled at least seven (7) calendar days in advance, except when legitimately determined by management that the organization would be seriously handicapped in carrying out its functions or that costs would be substantially increased. It is further agreed that shiftwork, and/or tours of duty involving Saturday and Sunday, shall be distributed fairly and equitably among employees assigned to the affected organizational element, and posted in each work area.

Section 9.6. Any employee who is called in before his regular starting time shall be granted the opportunity of working throughout his regular shift. However, nothing in this Section is to be construed as an infringement of the Employer's right to relieve employees from duty due to a lack of work or for other legitimate reasons.

Section 9.7. The Employer agrees that employees shall get rest periods of 10 minutes for each four (4) hours worked. Subject to workload and mission requirements, an employee shall be permitted his full 10-minute break without being required to perform any work or duty. Rest periods may not be a continuation of the lunch period and they may not be granted immediately after the beginning of the work day or immediately prior to quitting time, nor shall they be accumulated.

Section 9.8. The Employer agrees to schedule lunch periods normally no earlier than two (2) hours and no later than six (6) hours after the employees commence their respective shifts.

Section 9.9. No regular employee will be requested to work additional hours on any given workday and be authorized to come in at a later time or leave earlier the preceding day or another day during the workweek to avoid the payment of overtime. Compensatory time is not authorized and applicable to wage system employees of the Bargaining Unit, except as authorized by appropriate regulation.

Section 9.10. The Employer will provide a reasonable amount of time consistent with the nature of the work performed for the employees to cleanup prior to the end of the workday. In the same manner, a reasonable amount of time will be allowed employees for the storage, cleanup and protection of Base Restaurant property.

## ARTICLE 10

### OVERTIME

Section 10.1. Overtime is any work performed in excess of 40 hours in any one administrative workweek provided such work is either directed, or is "suffered or permitted" in accordance with the provisions of the Fair Labor Standards Act. In addition, any directed work performed in excess of eight (8) hours in any one day shall be considered overtime under the provisions of Title 5, U.S. Code. The employee shall be paid in accordance with whichever law provides the greater benefit in each administrative workweek.

Section 10.2. Any employee working more than two hours, but no more than four (4) hours, as an extension of his regular 8-hour work shift shall receive a meal at no cost to the employee, to be eaten on-the-clock at a time which least interferes with the employee's duties. Employees working more than four (4) hours as an extension of their regular 8-hour shift shall receive a non-paid meal period of 30 minutes.

Section 10.3. The Employer shall utilize qualified volunteers first for unscheduled overtime. In the event qualified volunteers cannot be obtained, employees may be required to work provided such requirements do not impose an extreme hardship upon the employee. In extreme hardship cases, the employee rotates to the bottom of the list in the same manner as if he or she had worked the overtime.

Section 10.4. With the exception of Crafts and Trades employees, no employee shall have his shift changed so as to have the effect of evading the payment of overtime; nor shall any employee be required to take time off during his regularly scheduled hours so as to have the effect of evading the payment of overtime.

Section 10.5. Any employee who believes there is an alleged inequity in scheduled overtime assignments as it applies to him shall have the right to discuss the matter with his Steward and his immediate supervisor, with a view of prompt correction of the alleged inequity. Failure to receive a just response shall entitle the employee to grieve the alleged inequitable overtime assignments through the negotiated grievance procedure in the Agreement.

Section 10.6. Scheduled overtime is defined as any overtime which is planned and approved by the Employer prior to the date on which that overtime is to take place. The Employer agrees to notify the employees of scheduled overtime assignments as soon as possible, but in no case less than 24 hours prior to the date which the scheduled overtime is to be worked.

Section 10.7. Upon notification of selection for overtime, the employee shall have the right to refuse an overtime assignment in accordance with Section 10.4 of the Article with the understanding that his turn for overtime then rotates to the bottom of the list in the same manner as if he had worked the overtime.

Section 10.8. It is agreed that any Unit employee required to transport cash, orders or records beyond the area of his work site after regular duty hours will be compensated in accordance with Section 10.1 of this Article.

Section 10.9. An employee called back to work outside of and unconnected with his basic workweek shall be paid a minimum of two (2) hours pay, regardless of whether he is required to work the entire two hours.

## ARTICLE 11

### HOLIDAYS

Section 11.1. Regular employees will be entitled to all Federal holidays, and will be paid if required to perform duty.

Section 11.2. When a holiday falls on a workday, the employee is entitled to regular basic pay for the number of scheduled hours plus holiday premium pay (which is additional regular basic pay) for the number of non-overtime hours actually worked on the holiday.

Section 11.3. When an employee's workweek is Monday through Friday and (1) the holiday falls on Saturday, the holiday will be observed on Friday; or (2) the holiday falls on Sunday, the holiday will be observed on Monday.

Section 11.4. When an employee is entitled to observe the holiday and does not work the holiday or observed day, the employee is entitled to holiday pay (which is regular basic pay) for the number of non-overtime hours that would have been scheduled had it not been a holiday, unless the employee was in leave without pay (LWOP) status before and after the holiday.

## ARTICLE 12

### ANNUAL LEAVE

#### Section 12.1.

a. Annual leave is earned by regular employees. A regular employee must have been serving a regular appointment for a continuous period of 90 days before the annual leave he or she earns is available for use. If an employee separates prior to completing the 90-day period, no leave credit for that period of employment will be granted or paid as lump sum. The maximum amount of annual leave that may be carried forward from one year to the next is 240 hours. Leave accruals will be credited by pay period. Hours worked for the purposes of credit will not exceed 40 per week. Fractional hours will be carried forward.

b. "Emergency" shall be defined as an unexpected situation calling for immediate action. Requests for annual leave for emergency reasons will be approved upon submission of a justifiable explanation for the absence. When requesting emergency annual leave, the employee will make his supervisor aware of the reasons for needing the annual leave.

Section 12.2. All requests for leave shall be in writing on an SF-71, Application for Leave, and signed by the employee. Approval of requests for accrued annual leave shall be granted on a fair and impartial basis. Requests for leave will be submitted as far in advance as possible. When annual leave is denied it shall be for good and reasonable cause and the requesting employee shall be advised in writing as to the reason(s) for disapproval of the requested leave.

Section 12.3. The leave year is that period from the beginning of the first complete pay period in the calendar year to the beginning of the first complete pay period in the following calendar year.

a. Every regular employee covered by this Agreement who desires a vacation of one (1) week or longer during the calendar year shall, in order that the Employer may equitably schedule employee vacations for the entire calendar year, submit a written request to the Employer, indicating those calendar days on which a vacation is requested. The request shall reflect primary calendar dates. Every effort will be made to give the employee his choice. It shall be delivered to the Employer during the month of January of each calendar year. All such requests shall be given priority consideration by the Employer. Within 30 days after receipt thereof or before 2 March of each year, whichever occurs first, such requests shall be approved or disapproved by the Employer in accordance with the following:

(1) Vacations for employees shall be scheduled in a manner which will enable each restaurant, canteen or activity to operate with minimum disruption due to the absence of employees.

(2) Each restaurant, canteen or activity will be considered separate units for the purpose of approving and scheduling employee vacations.

(3) Preferential consideration shall be given to requests from employees having the highest seniority based on length of service with the Base Restaurant and not the length of service within the individual restaurant, canteen or activity.

(4) Employees whose vacation request is not approved will be given an opportunity to select another choice of vacation period within one (1) week of notification that they cannot be spared, except that the highest seniority date will be binding.

Section 12.4. Schedules showing the names of each employee and the dates approved for the employee's vacation requested in January shall be posted in each restaurant, canteen or activity.

Section 12.5. Employees having similar job assignments and assigned to a restaurant, canteen, or activity, may exchange any vacation periods previously approved by the Employer provided such exchange is agreeable to the affected employees and management. This may be accomplished by a written memo signed by the Employer and both employees.

Section 12.6. Vacation leave which has been requested and approved by the Employer shall not be canceled by the Employer, unless the employee's absence would cause a disruption in the operation of the restaurant, canteen, or activity in which the employee is assigned. If the Employer is required to cancel an employee's vacation leave after it has been approved, the employee may reschedule the canceled vacation for another period during the balance of the calendar year.

Section 12.7. Employees are urged by the Union and the Employer to schedule and use all annual leave accrued during the calendar year in order to avoid the loss of leave at the end of the year.

Section 12.8. If an employee separates from Nonappropriated Fund (NAF) employment, a lump sum payment for accrued but unused annual leave will be paid to the employee who has completed the initial 90-day period of continuous regular employment.

Section 12.9. Scheduled annual leave shall not be denied an employee because another employee in the same restaurant or canteen is on leave or has approved leave for the same period of time unless management is faced with an emergency situation. Management will make every reasonable effort to avoid scheduled leave changes that would cause a disruption to an employee's scheduled annual leave arrangements.

## ARTICLE 13

### SICK LEAVE

Section 13.1. Sick leave is a right granted to employees by Federal Statute when they are incapacitated for duty by sickness, injury, pregnancy, or illness resulting from immunization or vaccinations, or for medical, optical, or dental examination or treatment, or other bona fide reasons. The Union recognizes the importance of sick leave and the obligation of each employee to use it only when unable to work. The Union agrees to support the Employer in discouraging the abuse of sick leave.

Section 13.2. Sick leave is granted to regular employees for bona fide reasons as stated in Section 13.1. In case of serious illness or disability, advancement of 30 days of sick leave may be granted to regular employees, if management believes the employee will return to work and earn sufficient sick leave to offset the advance. No employee, in these circumstances, may be forced to use annual leave in lieu of sick leave. LWOP may be granted, in these cases if the employee so requests in writing.

Section 13.3.

a. Sick leave, if due and accrued, shall be granted to employees when they are incapacitated for the performance of their duties, provided that employees not reporting for work because of incapacitation for duty furnished notice to their supervisor by telephone, or by a member of his household, as soon as practical after the beginning of his scheduled work shift (normally within two (2) hours).

b. The employee is responsible for making every effort to ensure that notification is made. When reporting, the supervisor shall be furnished the employee's name, work shift, the reason for the absence (note: sick, cold, flu, etc.), the estimated duration of the absence, and where the employee may be reached for the next 30 minutes, if the supervisor is not the person originally contacted on the phone.

Section 13.4. Except as hereinafter provided, employees shall not be required to furnish a medical certificate to substantiate requests for sick leave unless such leave exceeds three (3) workdays continuous duration. It is agreed and understood that a supervisor has the right to require that an employee furnish a medical certificate for each absence which he claims was due to incapacitation for duty on the following basis:

a. There is reason to believe that the employee has abused the sick leave privileges; and

b. The employee has been furnished written notice that he must furnish a medical certificate for each absence which he claims was due to illness. Such written notices will not be filed in the employee's Official Personnel Folder (OPF). If the written notice is the first such

notice furnished to the employee, then the supervisor will discuss the employee's progress at the mid-point of the six month period. The discussion will be annotated on the employee's 971 Form. If progress is satisfactory, the letter will be removed. If progress has not been satisfactory, the letter will be continued. Either decision will be conveyed to the employee during the discussion and included in the 971 Form annotation, which the employee will initial. The supervisor will provide a copy of the 971 Form annotation with initials of the employee to the servicing Employee Relations Specialist.

Section 13.5. Sick leave, as necessary, shall be granted to the extent due or accrued for medical, dental, or optical treatment, or for the repair, fitting or maintenance of prosthetic devices. Sick leave for these purposes will be applied for in advance, with minimum amounts of leave requested.

Section 13.6. An employee shall be authorized sick leave, not in excess of his accrued sick leave, when a member of his or her immediate family has been isolated, quarantined or confined to the employee's residence by an order of the local health authority and the employee is required to care for the patient. Sick leave due to exposure to contagious disease or the illness of a member of the immediate family with a contagious disease must be supported by medical documentation, regardless of the length of the absence. When an employee requests sick leave because a family member has a contagious disease, he or she must present a statement from the attending physician to show that the family member requires his or her care and attendance as well as the fact that the disease is subject to quarantine or isolation of the patient by public health authorities having jurisdiction. The public health requirement is substantiated by the attending physician's statement.

Section 13.7. No employee sent home by the Base Medical authority shall be required to submit a medical certificate for that day.

Section 13.8. In the event an employee is absent because of incapacitation for duty and does not obtain professional medical attention, sick leave for the period, if due or accrued, shall be granted upon submission of evidence other than a medical certificate, administratively acceptable to the immediate supervisor.

Section 13.9. In accordance with existing regulations, there is no limitation on the amount of sick leave that employees may accrue or carry forward from one year to another. Employees who are to be separated for medical disability will be retained in a sick leave status until all sick leave has been exhausted. No lump sum payment of accrued sick leave will be made. If the individual retired from the losing NAFI and received service credit for unused sick leave, no transfer is made. Employees who change from a regular category to a flexible category, and who then are changed back to a regular category while at the same installation will have their sick leave recredited to their leave record.

Section 13.10. If a supervisor has knowledge, either openly or in confidence, of an employee's disease or emotional condition, and that disease or emotional condition has no adverse effect on his work, then the supervisor will take no action(s) which have the effect of penalizing the employee because of the supervisor's feelings about that disease or emotional condition.

## ARTICLE 14

### LEAVE OF ABSENCE

Section 14.1. Upon receipt of a written application by an employee for a leave of absence of up to and including 30 days, the Base Restaurant Manager shall be the deciding official. For requests in excess of 30 days, the request will be submitted to the Chief, Services Division, through the Base Restaurant Manager, for decision. In both cases there must be reasonable expectation that the employee will return to duty at the end of the leave of absence.

Section 14.2. At the termination of the leave of absence, the Employer will make every reasonable effort to return the employee to his former position, if possible. In the event the former position has been abolished, the employee will be assigned to a position which best utilizes his skills. If no equivalent vacancy exists appropriate placement procedures will be undertaken in accordance with the provisions of this Agreement. In each case the employee will receive the then prevailing rate of pay for the job to which assigned.

Section 14.3. The Employer agrees that, when given adequate advanced written notice, an employee in the Unit who has been elected or appointed to a Union office requiring an extended leave of absence, may be granted annual leave or leave without pay as selected by the employee. Such leave, in the absence of compelling circumstances, may be granted for the term of his office in increments of not more than one (1) year.

Section 14.4. Employees in the Union, not to exceed two (2) employees at any one time, elected or appointed to a Union convention or other Union function, which requires the absence from the activity for periods not to exceed for (4) weeks, may be granted vacation time or **LWOP**, whichever is appropriate under existing published regulations, provided reasonable advance notice is given.

Section 14.5. Seniority shall accumulate during all leaves of absence defined above for the first 30 days.

Section 14.6. Employees on leave of absence shall be responsible for payment of their portion of group insurance premium at least one month in advance or insurance will be canceled.

Section 14.7. All regular employees are eligible to participate in the Voluntary Leave Transfer Program which allows employees to donate annual leave to other employees who suffer a substantial loss of income, because they have insufficient sick and annual leave to cover a lengthy period of absence caused by a medical emergency.

Section 14.8. All employees are eligible for the Family and Medical Leave Program. An employee is entitled, during a 12-month period, to a total of 12 weeks of unpaid family and medical leave, with employment and benefit protection, for certain family and medical reasons. Employees are eligible if they have worked for at least 12 months.

## ARTICLE 15

### SENIORITY

Section 15.1. The length of service of the employee, based on the original date of employment in the Base Restaurant, shall determine the seniority of all regular employees, and shall apply in:

- a) Shift assignment
- b) Choice of vacation
- c) Order of appearance on employee rosters when such rosters may be required

Seniority shall be lost only for reasons of voluntary resignation and discharge for cause.

Section 15.2. In all other cases, when the term "seniority" is used in the Agreement, it shall mean the employee's Service Computation Date (**SCD**) as shown on his most recent Air Force Form 2545, NAFI Notification Of Personnel Action. Seniority for Business Based Action (BBA) and leave, shall be computed as required by regulation.

Section 15.3. With respect to all matters except separation during the probationary period, probationary employees are covered by the terms of this Agreement and shall have access to the grievance procedure for the enforcement of their rights thereunder.

Section 15.4. In cases where an employee transfers or is transferred from one classification, department or restaurant to another, he shall retain full seniority rights.

Section 15.5. Employees separated under BBA who are reinstated in accordance with governing regulations shall retain all seniority rights previously accrued provided such employees respond to a call to report for work not more than 10 working days after receipt of notice by registered mail sent to their last known home address.

Section 15.6. The Employer shall prepare and maintain an accurate seniority list by classification. The Union shall be provided with a copy of the listing upon request, but not more frequently than twice a year.

## ARTICLE 16

### **REPORT PAY**

Section 16.1. Unless notified to the contrary prior to the end of his previous shift, an employee is expected to report for duty on his/her next regular shift.

Section 16.2. If an employee reports for duty and has not been notified as provided in Section 16.1 above, he/she shall be assigned work or shall be given excused absence (without charge to leave) or annual leave for a minimum of two hours, as appropriate under the circumstances. Thereafter, LWOP for the balance of the work day is appropriate, except regular employees may substitute annual leave or sick leave if proper instead of LWOP.

ARTICLE 17

MILITARY RESERVE DUTY

Section 17.1. Military leave will be granted for duty in the Reserve or National Guard in accordance with the governing laws.

## ARTICLE 18

### MERIT PROMOTION PROGRAM

Section 18.1. Promotional job opportunities within the Unit will be filled by complying with military spouse preference, transition hiring preference and veterans' preference.

Section 18.2. Whenever a vacancy occurs for a regular position, the Employer shall post a notice of such vacancy on bulletin boards located in the areas frequented by employees of the Unit, normally for at least five (5) full working days and in no event for less than three (3) full working days. Working days shall be defined as Monday through Friday.

Section 18.3. If all preference sources have been exhausted then interviews will be conducted by the selecting supervisor of the branch in which the promotional opportunity exists. Persons on the Merit Promotion Certificate as a result of their job bid, but who have been on leave, may participate in the interviews providing they are available prior to the interview of the last readily available candidate.

Section 18.4. During the selection process, consideration will be given to the following factors: (a) past performance in current position, (b) length of service, (c) ability to perform the job, (d) training, (e) experience, and (f) education directly relevant to the position to be filled.

Section 18.5. When the Employer has made a selection from the Bargaining Unit employees, the Union will be advised before the selected employee is notified. Should the Union have any questions regarding the appropriateness of the selection, it may request a conference with the Employer to discuss the merits of such selection, however, in no event shall the selection be subject to arbitration under this Agreement.

Section 18.6. After the selected employee has been notified of the decision, all other candidates for the position will be advised of the decision by the selecting supervisor.

Section 18.7. Any qualified employee in the Unit may bid for a posted vacancy by submitting an Air Force Form 2550, NAF Application for Promotion or Other Position Change, to the Human Resources Office. If the Employer fills the position, it can be by any method available, including but not limited to, employee submitting bids, candidates selected through the Merit Promotion System, reassignment, transfer, or hiring of new employees.

Section 18.8. The Chairman of the Shop Committee will be supplied a copy of all Unit vacancy announcements at the time and date that they are posted.

Section 18.9. Selection shall be made for merit reasons only. Selection shall not be based on nepotism nor on friendships which can be reasonably shown to have exerted a disproportionate

Influence on either ranking or selection. Selection shall be made without regard to race, color, religion, sex, national origin, age, handicapping condition, marital status, political affiliation, or membership in any organization, including a labor organization.

## ARTICLE 19

### VISITATION

Section 19.1. Accredited representatives of the Union shall be permitted access to the premises of the Employer at reasonable times during working hours. Such visitations shall be for the purpose of carrying out the Union's responsibility to Unit employees. In this regard, the Union representative will clear through the appropriate supervisor of the employee involved before entering the working area. Visits by the Union representatives to the Manager's office shall be arranged by appointment.

## ARTICLE20

### DEATH INF AMILY

Section 20.1. In the event of a death in the immediate family or any other member of the employee's household, the employee will be granted emergency annual leave as necessary, leave without pay if the employee does not have sufficient annual leave coverage, or sick leave in accordance with the expanded family and medical leave policies provided in DoD 1400.25-M, Subchapter 1406.2.2.5.

Section 20.2. An employee shall be excused without charge to leave to attend the funeral of a member of his immediate family who was killed in the line of duty in the Armed Forces. Members of his immediate family include wife, husband, parents, grandparents, brothers, sisters, children and in-laws. Other relatives close to the deceased also may be excused on the basis of the specific circumstances involved. Funeral leave will not exceed three (3) days.

## ARTICLE 21

### INDEBTEDNESS

Section 21.1. It is recognized that all employees in the bargaining unit are expected to pay promptly all just financial obligations. A just obligation is one which the employee acknowledges as being just, or which has been reduced to judgment by court action, or one imposed by law, such as federal, state, or local taxes.

Section 21.2. In the event of a dispute between an employee in the bargaining unit and any private individual or firm, the Employer will not make any determination as to the validity of the debt, the amount of the disputed indebtedness, or the method and terms of payment agreed to by the creditor and the employee. Disciplinary action will not be taken against an employee for indebtedness unless he fails to honor debts he acknowledges to be valid, or whose validity is supported by a court judgment.

Section 21.3. In this connection, the Employer agrees that an employee with an indebtedness problem may consult with his Shop Steward, his immediate supervisor, a member of the Personnel Office, either individually or collectively, at the discretion of the employee.

## ARTICLE22

### BULLETIN BOARDS

Section 22.1 The Union agrees to provide one bulletin board for the sole use of the Union in every building where more than five Unit employees are employed. For those facilities where there are two or fewer Unit employees, appropriate measures will be taken by the Union to assure adequate distribution of information to Unit employees in such facilities. Locations of Union bulletin boards are to be mutually agreeable to the Employer and the Union. Copies of all posted notices will be provided to the Employer. Partisan political material is prohibited on these bulletin boards.

Section 22.2. Under no conditions shall either the Employer or any other employee organization within the activity be permitted the use of these bulletin boards for posting of any material without written or verbal consent from the Union.

Section 22.3. The Union bulletin board will be approximately 36 x 24 inches.

## ARTICLE 23

### CIVIC RESPONSIBILITIES

Section 23.1. In the event a bargaining unit member is under summons to serve on jury duty when scheduled to work, he shall be granted court leave for the time required to perform such duties. Employees shall not be required to return to duty if excused from jury duty later than three (3) hours prior to the end of his scheduled shift, or he is on a night shift, or his residence is outside the immediate commuting area.

Section 23.2. If any employee is called or summoned for jury duty, he shall promptly notify the Employer so that arrangements may be made for his absence from the activity.

Section 23.3. Upon completion of this service, the employee, upon request, shall present to the Employer a signed jury duty card or other satisfactory evidence of time served on such duty.

Section 23.4. All employees may be given time off without charge to leave to vote in national, state or municipal elections for the amount of time necessary to permit them to report to work three (3) hours after the polls open or to leave work three (3) hours before the polls close, whichever is the lesser. When the employee's voting place is beyond normal commuting distance, and he cannot vote by absentee ballot, he may be allowed up to eight (8) hours without charge to leave, depending upon the circumstances of the particular case. Normally, where polls are open either three (3) hours before or three (3) hours after the employee's regular duty hours, no time off is granted.

Section 23.5. For employees who vote in jurisdictions which require registration in person, excused time to register may be granted on the same basis as that set forth above for voting, except that no time shall be granted if registration can be accomplished on a nonworkday and the place of registration is within a reasonable one (1) day round-trip travel distance of the employee's place of residence.

Section 23.6. The Employer and the Union mutually agree that employees in the Unit will be encouraged to participate in bonafide and approved charity drives. However, in no instance shall the Employer or the Union exercise pressure on any employee to contribute to a charity to which the employee does not wish to contribute, nor will any reprisals, coercion, or pressure be brought to bear or made against any employee who refrains from making such contributions. In addition thereto, the purchase of savings bonds shall be completely voluntary, and the conditions set forth herein for handling charity drives shall apply.

## ARTICLE24

### MISCELLANEOUS PROVISIONS

Section 24.1. The Human Resources Office will furnish the Union with copies of official notices to changes in pertinent publications in a timely manner. Upon request, the Employer agrees to furnish the Union with two (2) copies of pertinent agency and local activity rules and regulations, and any changes thereto, on a current basis. The Union agrees to advise the Employer of the names and current addresses of its officials or representatives designated to receive such material.

Section 24.2. The Employer shall maintain a continuing effort for the placement of handicapped employees. It is recognized that in some instances a brief period of training may be required. Special consideration will also be given to the assignment of reserved parking spaces for use by handicapped employees depending on the degree and nature of the handicap, availability, and the nature of the assignment.

Section 24.3. The Employer agrees not to place an employee who has been returned to work by the Department of Occupational Medicine for light duty, on a type of work that will aggravate his illness or injury. It is further agreed that every reasonable effort will be made to provide light duty work in an effort to avoid placing such employees on involuntary leave.

Section 24.4. The Employer agrees that employees will be advised as to their first line supervisor or to whom they are assigned, and to whom they may look for the approval of leave requests, completing their performance evaluations, and initiation of any disciplinary actions.

Section 24.5. Employees in the Unit will not be questioned or canvassed in an effort to seek the Union's position in regard to any matters subject to negotiation or consultation, unless such employee has been duly authorized by the Union to act as spokesperson in regard to such discussions.

Section 24.6. The Employer agrees that when time standards, work measurements, or other means are used to determine the length of time required to complete a job, such standards will not be used as the sole criteria to judge the performance or output of an employee. It is further agreed that where time standards are used as the basis of disciplinary actions against any employee in the Unit, the application of such standards shall be fair and reasonable. Any time standards or work measurements that are to be taken in any branch shall be discussed with the Chief Steward, or Chairman of the Union Shop Committee.

Section 24.7. No employee shall be required to ride as a passenger on any vehicle unless it is equipped with safe seating arrangements and adequate protection to insure the safety and comfort of the employee(s).

Section 24.8. The Employer agrees that all tests, interviews, and training programs required by Base Restaurant positions will be conducted while employees participating in such programs are in a pay status (to the greatest extent possible).

Section 24.9. No supervisor or other official of the Employer shall create or keep any illegal records concerning Bargaining Unit employees. Any proposed non-routine entry on an employee's 971 form having to do with his performance or conduct must be shown to the employee, and such matters will be fully discussed, including the employee's opportunity to present his point of view or position, before formalizing the entry. The employee shall date and initial the resulting entry on the 971 form, which shall acknowledge that the employee has seen and read the entry. The employee's initials shall not be interpreted to mean that the employee either agrees or disagrees with the 971 form entry. If the employee refuses to initial the entry, he may be subject to disciplinary action.

Section 24.10. The Employer and the Union encourage employees to volunteer as blood donors, without compensation, to blood banks, or, in emergencies to individuals. An employee may be excused without charge to leave or loss of pay not to exceed four (4) hours. However, under unusual circumstances, he may be authorized additional time, if necessary, to recuperate.

Section 24.11. Employees may use their own transportation, base shuttle service or available Base Restaurant vehicles when required by management to travel from one area of the base to another on official business.

## ARTICLE 25

### PUBLICIZING THE AGREEMENT AND BARGAINING RELATIONSHIP

#### Section 25.1.

a. The Employer agrees that each new hire will be advised of the Union's exclusive recognition and his right to join or not to join. In addition, each new hire will be introduced to the Shop Steward within his or her first full pay period.

b. The Union agrees to distribute one copy to each bargaining unit member within one month of its receipt of the contracts from management or within one month of the hiring date of any new employee hired subsequent to the initial distribution. The Union will point out the statement concerning "Weingarten" rights contained on the inside front cover of the contract and answer questions the employee may have concerning how to obtain Union Representation.

## ARTICLE 26

### WORK CONDITIONS, SAFETY AND HEALTH

Section 26.1. The Employer shall continue to make every effort to provide and maintain safe and sanitary working conditions. The Union shall continue to cooperate in these efforts and will encourage employees to work in a safe and sanitary manner.

Section 26.2. Employees shall be assigned to work that is not injurious to their health and safety. If there is a question of an employee's physical ability to perform assigned duties, he shall be required to seek the judgment of a competent medical authority and produce a written statement as to his physical limitations.

Section 26.3. The Employer shall furnish free of charge, safety devices and protective clothing that may be required for adequate protection of employees as authorized by appropriate regulations. Such articles shall be replaced by the Employer as required in order to ensure that all safety equipment is serviceable and in good working order.

Section 26.4. All toilets and washrooms shall be kept in clean and sanitary conditions, properly heated and ventilated. Hot water, soap and towels shall be provided for the employees. There shall be suitable lockers provided (where feasible), for each employee in the bargaining unit in which he may store his personal clothing and belongings. If determined by the Employer to be appropriate and consistent with the Employer's internal security practices, the Employer will not unlock and inspect any employee's locker without that particular employee present for such inspection.

Section 26.5. Employees will be provided appropriate protective equipment and safety devices in accordance with regulations. If an employee believes any work situation places him or her in imminent danger to his safety or health, then his or her supervisor, or the employee, with the supervisor's knowledge (if available), shall immediately contact the Base Restaurant Manager or his designated representative for immediate action. If further action is required, contact may be made with appropriate staff office (Safety Office, Military Public Health Service or Fire Protection Branch) for assistance in determining whether or not imminent danger exists. The supervisor may seek advice from the appropriate Union representative when attempting to resolve an employee's alleged complaint.

Section 26.6. It is agreed that any Unit employee injured or incapacitated for medical reasons, while in the performance of his duties, will report same to his immediate supervisor, or the next level supervisor as soon as possible. Under no circumstances will an employee be denied his request to go to the dispensary or hospital for treatment of an illness or injury.

Section 26.7. The injured employee shall be provided immediate medical attention and transportation to a dispensary or hospital for treatment. The Union President or his delegated representative may confer on injuries with the Human Resources Office (88 MSG/SVH).

## ARTICLE 27

### JOB DESCRIPTIONS, POSITION GUIDES AND APPEALS

Section 27.1. The Employer will maintain a current position guide for each employee, and each crafts and trades employee will also be given a current job description for the position to which he is assigned. The job description will contain an accurate description of the employee's duties in sufficient detail to reflect the full duties of the position.

Section 27.2. Upon request, the Employer will furnish the Union position guides for all positions in the Unit. The Employer will furnish to the Union, upon request, a copy of job descriptions for crafts and trades employees in the Unit.

Section 27.3 The grade level shall be determined by the accurate job description of the employee's duties. Each position will be paid the appropriate wage rate described in its job description based on job standards and wage surveys and in accordance with law, and government-wide rule and regulation.

Section 27.4. If an employee believes he is performing duties which merit higher wages than he actually receives, he may request, in writing, a review of the grade allocated to his position in accordance with applicable regulations. Such requests for review will be submitted to the employee's immediate supervisor, who will forward it to the Base Restaurant Manager.

Section 27.5. An employee assigned to perform higher grade work unrelated to his regular position shall be detailed in accordance with Article 28, Details, or shall be temporarily promoted to the higher grade job.

Section 27.6. The Employer will advise the Union of any personnel action affecting employees of the Bargaining Unit adversely, due to application of new classification standards or reclassification of any position within the Unit, prior to notifying the personnel affected.

Section 27.7. The Employer agrees that all employees in the Unit, within their respective job classifications will be given fair and equitable treatment in respect to menial or dirty tasks or other assignments generally recognized as undesirable.

Section 27.8. When the term "such other duties as may be assigned" or its equivalent is used in a position description, the term is mutually understood to mean "tasks which are normally related to the position, and are of an incidental or infrequent nature".

Section 27.9. To the extent possible in maintaining the efficiency of the government operations, every effort will be made to assign work within the scope of the employee's position.

## ARTICLE

28

## DETAILS

Section 28.1. A detail is the temporary assignment of an employee to a different position without a change in pay for a period not to exceed time limits established in agency regulations. An employee returns to his or her original position at the end of a detail. Details are used to meet temporary needs, when work requirements cannot be met by other desirable or practical means. Repeated details of an employee for periods of time within the limits of the established agency regulations, interrupted by short term return to the permanent positions, are not authorized. Assignment of an employee to perform duties occasionally or for short periods of time that are related to the employee's official duties, responsibilities, and qualifications is not a detail.

Section 28.2. An employee may not be detailed to a higher grade or pay band position for longer than the period of time established by agency regulations. If the need for the detail is known to be needed for more than 60 days, the employee will be temporarily promoted rather than detailed. An employee may not be detailed to a lower grade or pay band position for longer than the period of time established by agency regulations. An employee may not be detailed to a position in the same pay band or grade for longer than the period of time established by agency regulations. If the need for the detail is known to be needed for more than 60 days, the employee will be temporarily reassigned, rather than detailed.

Section 28.3. Failure or refusal by an employee to perform the duties of the position to which detailed may be the basis for disciplinary action. An employee who is improperly detailed to a higher-grade or pay band position is entitled to retroactive temporary promotion with back pay. A qualified employee who is detailed beyond the time limit for a detail to a higher grade or pay band position is entitled to retroactive temporary promotion, with back pay, beginning with the first day of the first pay period following the end of the time limit for the detail.

Section 28.4. The using supervisor will direct the work of the employee, prepare time and attendance records and send to the detailing supervisor, and approve or disapprove leave and other normal administrative actions. The using supervisor will also report to the detailing supervisor any offenses or substandard performance that warrant disciplinary or other corrective action, any superior or outstanding performance, and take action to terminate or extend the detail.

Section 28.5. The detailing supervisor will notify the employee, in writing, of the detail, provide the Human Resources Office a copy of the written notification for filing in the employee's Official Personnel Folder and ensure proper posting of the time and attendance records. The detailing supervisor will also assist the using supervisor in taking any required action (disciplinary or meritorious) during the period of the detail, making sure the detail is promptly terminated or extended, recording the detail on AF Form 971, and ensuring that the employee has updated his experience in his Official Personnel Folder.

Section 28.6. Details are terminated when the need no longer exists, but in no case later than the expiration date of the approved period.

## ARTICLE29

### BUSINESS BASED ACTIONS

Section 29.1. A Business Based Action (BBA) is a reduction in employment category or pay rate, a change to lower grade or pay band, a furlough of eight calendar days or more, or a separation action initiated by management for nondisciplinary reasons. The procedures found in AFMAN 34-310 or successor manual are governing. The purpose of BBAs are not for targeting of higher graded employees for separation or reduction in grade.

Section 29.2. When the decision to take a BBA is made, the Union President will be notified as soon as practicable and prior to the notification of the affected employees. The Union will identify a representative to serve as the focal point for the BBA.

Section 29.3. Employees are separated into four categories for BBA purposes. The total score on the Work Behavior Elements on the AF Form 3527 determines the order in which employees are ranked within these categories. To effect the BBA, employees in Category 1 with the lowest total score are affected first, the next lowest total score second, etc., until all Category 1 employees are exhausted. After Category 1, employees in Category 2 are affected in the same order until exhausted, after which Category 3 employees are affected. The last employees affected are Category 4 employees. If two or more employees have the same total score, the SCD for seniority (**SCD-RIF**) for regulars or the length of service for flexibles is used to determine the ranking. The four categories are as follows:

Category 1 - Flexible employees on the rolls of the Base Restaurant for less than three continuous years.

Category 2 - Regular employees currently serving a probationary period as a result of initial appointment to AF NAF employment.

Category 3 - Flexible employees on the rolls of the Base Restaurant for at least three continuous years.

Category 4 - Regular employees who completed their probationary period.

Section 29.4. In event of the issuance of a successor AFMAN, AFP, or AFI covering BBA's the parties agree to reopen this article to effect and necessary changes necessitated by the issuance of a successor publication to AFMAN 34-310 dated 1 December 1995.

## ARTICLE 30

### NONDISCRIMINATION EQUAL EMPLOYMENT OPPORTUNITY

Section 30.1. The Employer and the Union agree to full and unequivocal cooperation with each other in eliminating all discrimination and to assure that all personnel programs, policies, assignments, etc., are free of discriminatory practices, and that all employees are treated equally without regard to age, handicap both physical or mental, race, creed, color, religion, sex, national origin, union membership, or any other difference among those employees which, in itself, bears no functional relationship to merit and fitness for accomplishing the duties for which they are employed or assigned.

Section 30.2. The Union agrees to carry out and maintain policies and practices of membership and service which will assure equal treatment to all employees within the Bargaining Unit without regard to age, handicap both physical or mental, race, creed, color, religion, national origin, sex, union membership, or any other difference not bearing on their status as eligible employees within the Bargaining Unit.

Section 30.3. Where discrimination is found to exist, the Employer and the Union agree to take whatever steps are necessary to resolve the situation.

Section 30.4. Any complaint based on allegations of discrimination because of age, race, creed, color, handicap both physical or mental, religion, sex, or national origin, may be processed under either the negotiated grievance procedure in Article 34 or through the discrimination complaint process, but not both concerning identical matters.

Section 30.5. The Union will establish its own internal EEO Committee. The Union will advise the Employer of the membership of the Union EEO Committee, and the Employer will recognize the certified Committee persons for the purpose of representing employees aggrieved by any alleged discriminatory treatment. In presenting an EEO complaint, a member of the Bargaining Unit may be represented, if he chooses, by one of the Union EEO Committee persons.

Section 30.6. No official of the Employer or the Union shall interfere with, impede, restrain, coerce, intimidate, or take reprisal against any employee for appearing, testifying, or furnishing evidence in the process of adjudicating an EEO complaint. If any employee formally files a timely EEO complaint in accordance with appropriate procedures, the complainant shall be assured of expeditious processing of his complaint in accordance with those procedures. If a final determination of discrimination is made, and a remedy directed, it will be taken expeditiously.

Section 30.7. The Commander will appoint one Union designated nominee, who is an employee in the Bargaining Unit to the Commander's EEO Advisory Committee. Such nominee will have the same rights and responsibilities as all other members of the Committee and will attend meetings of the Committee.

## ARTICLE 31

### PHYSICAL EXAMINATIONS

Section 31.1. Employees who are required by the Employer to take physical examinations, shall do so on the Employer's time and at the Employer's expense.

## ARTICLE 32

### UNIFORM PROCEDURES

Section 32.1. Uniforms shall be furnished to Base Restaurant employees as follows:

a. Three uniforms shall be issued annually to the following personnel:

- (1) All Canteen employees
- (2) All Truck Drivers, Maintenance and Vending employees
- (3) All Cafeteria employees.

b. Female employees shall have the option of selecting either dress or pants suits or any combination of the two which totals three annually.

c. Cooks, Pot Washers and dish room personnel may choose to be issued rented uniforms which shall be laundered by the Base Restaurant. All personnel who are issued regular uniforms are responsible to keep them laundered and in a state of good repair.

Section 32.2. Personnel who leave the Base Restaurant may be required to turn in uniforms issued in the last three months of their employment.

Section 32.3. Employees who do not wish to wear uniforms furnished by the Base Restaurant may purchase and wear other type uniforms, provided they are white in color and meet the standards of the Base Restaurant Management. Uniforms shall not be furnished to those personnel who desire to wear their own uniforms. An exception to this will be made for female employees who wish to wear Base Restaurant furnished uniforms three days a week and their own uniforms two days a week. However, it is understood that no employee is entitled to be issued uniforms for other uses or purposes, such as private sale, etc. Uniforms issued to employees are intended solely for use while working the Base Restaurant facilities.

Section 32.4. Uniforms provided by the Employer will be wash and wear.

## ARTICLE 33

### DISCIPLINARY ACTIONS

Section 33.1. Disciplinary actions will be taken for just cause only, and any disagreement will be handled under the grievance and arbitration procedure.

Section 33.2. Disciplinary actions are defined as oral admonishments, written reprimands, terminations (flexible employees only), suspensions (regular employees only), and removals (regular employees only). Disciplinary actions do not include actions taken against employees serving a probationary period. Counseling sessions are not considered disciplinary actions. When a disciplinary action, other than oral admonishment, is being contemplated, the supervisor will provide to the employee involved the proposed action in writing, stating the reason(s) for the same. The employee shall be given a reasonable amount of time (normally 15 calendar days) to reply, both orally and in writing, to the proposed action. Involuntary termination of flexible category employees will normally require a seven calendar day advance notice, but in no case less than a twenty-four hour notice, as prescribed in AFI 34-301.

Section 33.3. The Union shall be given the opportunity to be represented at any meetings between management and an employee where a grievance concerning the employee's disciplinary action is to be discussed.

## ARTICLE 34

### GRIEVANCE PROCEDURE

Section 34.1. The purpose of this article is to provide for a mutually acceptable method for the settlement of individual and Union/Employer grievances. This procedure is the exclusive procedure to be used in settling all grievances.

Section 34.2. A grievance is defined as any complaint:

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

b. by any labor organization concerning any matter relating to the employment of any employee; or

c. by any employee, labor organization, or agency concerning:

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

(2) any claimed violation, misinterpretation, or mis-application of any law, rule, or regulation affecting conditions of employment.

Section 34.3. An employee grieving a matter of discrimination, or any other matter for which there exists a statutory or established appeals or complaints procedure, may choose to process his grievance under this negotiated grievance procedure; or use the statutory or established appellate or complaints procedure, but not under both procedures. The employee's decision has been made with the first written submission.

Section 34.4. Excluded from coverage under this grievance procedure are grievances concerning:

- a. any claimed violation of Subchapter III of Chapter 73 of 5 United States Code (relating to prohibited political activities);
- b. retirement, life insurance, or health insurance;
- c. a suspension or removal under Section 7532 of 5 United States Code (Breach of National Security);
- d. any examination, certification, or appointment;
- e. the classification of any position;

- f. the termination of a probationary or trial period employee;
- g. actions taken as a result of the provisions of the Air Force Personnel Security Program;
- h. matters accepted by the Inspector General and Auditor General for investigation;
- i. granting or not granting a Performance award or any honorary or other discretionary award. Adopting or not adopting a suggestion or an invention;
- j. the content of published policy applicable to NAF employees;
- k. any issue previously decided in an earlier grievance by the employee;
- l. wage or salary rates or schedules;
- m. nonselection for appointment or promotion;
- n. reassignment to a position at the same rate of pay;
- o. allegations where no form of personal relief to the employee is appropriate;
- p. termination of a temporary promotion;
- q. any matter that is subject to final administrative review or decision under law.

Section 34.5. Union representatives shall make every effort within the scope of their investigations to determine that complaints and grievances have substance in fact.

Section 34.6. Questions which cannot be resolved by the Employer and the Union as to whether a grievance is subject to this grievance procedure and/or the arbitration procedure contained in Article 35 of this Agreement shall be referred to the arbitrator.

Section 34.7. Employee representation under this procedure is limited to the Union or to a representative approved by the Union, or an employee may choose self-representation when processing a grievance. Management may not conduct any formal grievance hearing, meeting or discussion with the grievant(s) without giving the Union the opportunity to be present. This agreement does not preclude any employee from exercising grievance or appellate rights established by law or regulations on any matter that is not grievable under the negotiated procedure. No employee is precluded from choosing his own representative in making proper use of any procedure other than this negotiated procedure.

Section 34.8. All grievances, except at Step 1, shall be submitted in writing on a form mutually agreed to by the parties. Grievances concerning oral admonishments, reprimands, suspensions, and removals will be in writing and filed at the next step of the negotiated grievance procedure above the deciding official. As a minimum, all written grievances must be signed by the employee for employee grievances, and by one of the parties for Union/Employer grievances, and must contain:

- a. the grievant's name;
- b. the Union representative's name;
- c. a statement of the grievance;
- d. the specific contract, statutory or regulatory violation(s) alleged to have occurred in the incident(s) which gave rise to the grievance; and
- e. the remedy desired (for employee grievances, the remedy must be personal to the grievant).

Section 34.9. Any grievance resulting from a disciplinary action that is not an adverse action, will be initiated at the step in this procedure next above the level at which the decision was made to take the disciplinary action.

Section 34.10. Any employee or groups of employees in the bargaining unit may present a grievance and have it adjusted without the intervention of the Union as long as the adjustment is consistent with the terms of the Agreement, and the Union has been given an opportunity to be present during the grievance procedure and the adjustment.

Section 34.11. A grievance by an employee or either party to the Agreement must be presented within twenty-one (21) calendar days after the occurrence arose which gave rise to the grievance, except when it is reasonably established that the employee was unaware of the circumstances which were the basis of his grievance, or was prevented from presenting a timely grievance by circumstances beyond his control. In such cases, the grievance must be filed within twenty-one calendar days after recognition of the circumstances which were the basis of the grievance, or after the circumstances beyond his control had changed, or it will not be considered. In no circumstances shall an action which occurred more than ninety (90) days prior to the filing of the grievance be considered.

Section 34.12. All time limits herein may be extended by mutual agreement of the employee or the Union and the Employer.

- a. Failure of the employer to observe the time limits for any step in the grievance procedure without a mutually agreed extension of the time shall entitle the Union to advance the grievance to the next step.

b. Failure of the employee or his representative to observe the time limits for any step in the grievance procedure without a mutually agreed extension of time shall constitute a basis for termination of the grievance.

c. For the purpose of calculating time limits, the day on which a grievance, or a reply by management to a grievance, is received shall not be counted.

Section 34.13. Employees officially in attendance at any stage of this procedure shall suffer no loss of pay as a result of their participation in the proceedings. Meetings conducted pursuant to this procedure shall normally be held during the day shift hours.

Section 34.14. An employee is entitled to a reasonable amount of official time for preparation and presentation of a grievance under this procedure, to the extent he is otherwise in a duty status.

Section 34.15. At each step of the grievance procedure, the reviewing management official will give full, impartial and expeditious consideration to the complainant. In examining the problem, he may ask other concerned persons, including witnesses and Union officials, to participate in the meeting. He may also solicit technical and professional guidance, as appropriate. Nothing in this Article shall preclude the right of the Union to have present at grievance meetings subsequent to Step 1 an additional representative, a duly designated International, District or Local representative not an employee of the Employer. The attendance of such outside International, District or Local representative as indicated shall not result in any additional cost or lost time to the Employer.

Section 34.16. Subject to the provisions of governing Air Force Directives, the Employer shall, upon request, permit the Union representative to inspect appropriate payroll or any other appropriate records used by the Employer as the basis of claims or proof in support of management actions upon which the grievance is based. It is agreed that no action shall be taken against an employee on grounds which cannot be objectively verified by evidence admissible in arbitration hearings.

Section 34.17. It is the intent of the parties of this agreement that any grievance processed through this procedure shall be fully discussed at each step of the procedure. Grievance meetings will not be considered hearings, but rather meetings to work out mutually satisfactory settlements consistent with the terms of this Agreement. All grievance meetings shall involve the presence of representatives from both parties with direct knowledge and/or authority concerning the issues involved.

Section 34.18. Employees, their representatives, and witnesses must be free from restraint, interference, coercion, discrimination, or reprisal in presenting grievances and in giving testimony. Employees, their representatives and witnesses may be present as necessary to present the grievance without loss of pay or leave.

Section 34.19. The integrity of all confidential or privileged information which may be revealed at any stage of this procedure, and which is clearly known by all parties to be confidential or privileged information, will be respected and protected by all parties involved.

Section 34.20. When two or more employees have a grievance which may be construed as identical, they will be joined and processed as a single group grievance provided the parties of this Agreement are in mutual agreement.

Section 34.21. Procedural Steps - Employee Grievances. The following procedure will be used to process employee grievances:

Step 1. The grievance shall first be discussed with the immediate supervisor involved. A Union representative will be afforded the opportunity to be present during the discussion. The supervisor will be told of the action or other circumstances leading to the grievance, any inequities which resulted, contractual violations involved, and the remedy desired. The supervisor will give an oral decision to the aggrieved, and the Union, within ten (10) calendar days after the discussion.

Step 2. If the decision at Step 1 does not result in settlement of the grievance, it may be presented within seven (7) calendar days after receipt of the oral decision to the Base Restaurant Manager or his designee. This official will meet with the Union and the aggrieved, within seven (7) calendar days following receipt of the grievance, in an attempt to effect a settlement satisfactory to both parties. The management decision will be submitted in writing to the aggrieved and to the Union within ten (10) calendar days after this grievance meeting.

Step 3. If the decision at Step 2 does not result in settlement of the grievance, it may be presented within seven (7) calendar days following receipt of the Step 2 decision to the Director, Services Division or his designee. The management official will meet with the Union and the aggrieved within seven (7) calendar days following receipt of the grievance, in a further attempt to effect a settlement satisfactory to both parties. The management decision will be submitted in writing to the Union and the aggrieved within ten (10) calendar days after this grievance meeting. If this decision does not result in settlement satisfactory to the grievant, the grievance may be invoked to arbitration in accordance with the provisions of Article 35.

Section 34.22. Union/Employer Grievance Procedure. The following procedure is to be used by the parties to the Agreement in resolving grievances between them:

a. If the Union presents the grievance it shall be presented first orally to the Human Resources Officer or the Labor Relations Officer. If the Employer initiates the grievance it shall be presented first to the President of the Union or to the Chairman of the Union Shop Committee.

b. The Human Resources Officer and/or the Labor Relations Officer on the Employer's part; the President and/or the Chairman of the Union Shop Committee on the Union's part shall be referred to as the representatives of the parties.

c. The representatives of the parties shall meet within seven (7) calendar days after oral notification of the intent to grieve to discuss the grievance informally, and shall attempt to reach an informal solution to the grievance. A non-employee Union representative from either the Local, the District or the International may be present at this meeting. An oral decision shall be rendered within ten (10) calendar days following this meeting.

d. If informal resolution is not achieved as a result of the informal meeting, the complaining party may submit the complaint formally, in writing, within seven (7) calendar days following the oral decision, and shall receive a formal written decision within ten (10) calendar days following receipt of the formal complaint.

e. The formal written grievance shall clearly state the problem, the interpretation and/or application alleged to be held by the other party, and shall specify the remedy sought.

f. If the complaining party is not satisfied with the formal written decision on the matter by the other party, it may invoke arbitration in accordance with the provisions of Article 35 of this Agreement.

Section 34.23. A grievance may be withdrawn by the grievant or either party at any time. Once withdrawn, the same grievance may not be resubmitted under this procedure at a later date by the same employee(s).

Section 34.24. A grievance will be terminated by management:

a. upon expiration of the time limit at any step, unless a written extension had been agreed upon, or

b. upon death, voluntary separation or separation for just cause of the grievant.

## ARTICLE 35

### ARBITRATION

Section 35.1. Any grievance processed under Article 34 (Grievance Procedure) and not settled at the step prior to arbitration may be referred to arbitration as follows:

a. Within thirty (30) calendar days following receipt of the decision at the step prior to arbitration, the Union (or the Employer, if the moving party) shall notify the other party in writing of its decision to move to arbitration. This notification shall be submitted to the Labor Relations Officer, if initiated by the Union; or to the Union President, if initiated by the Employer. The notification will be signed by a representative of the party authorized to act for that party.

b. Within five (5) calendar days following this notification, the parties shall meet to review the grievance and explore the possibilities for settlement of the grievance without proceeding to arbitration. Failing this, the parties shall then submit a joint letter to FMCS requesting a list of seven (7) qualified arbitrators. If either party declines to join with the other in submitting the request for arbitrators to FMCS, then the other party may proceed unilaterally to submit the request without prejudice.

c. Within ten (10) calendar days following receipt of the list of arbitrators, the parties shall meet to select an arbitrator. If they cannot agree immediately on one of the listed arbitrators, then one party shall strike a name from the list, the other party shall strike a name from the list, and this procedure shall be repeated twice. The remaining name shall be that of the duly selected arbitrator.

Section 35.2. The arbitrator's fees and expenses shall be borne equally by the parties. Except that Management's share of such fees and expenses, including travel and per diem, may not exceed the maximum imposed by Section XXII of the Armed Services Procurement Regulations (**ASPR**). If either party elects to utilize the services of a transcriber, the costs of such services shall be borne by the electing party. Where transcripts are kept, any party desiring a copy of the transcript will be responsible for purchase of same.

Section 35.3. Arbitration hearings will be held during the week, Monday through Friday, during day shift hours. The employee and his representative (if an employee) shall each be permitted up to four hours on-the-clock to prepare for the arbitration hearing. The grievant, his representative, and all material witnesses, if employees, shall have all time lost from their jobs as the result of the arbitration hearing charged to official time.

Section 35.4. The arbitrator shall be requested to render his decision no later than thirty (30) calendar days after conclusion of the hearing, unless both parties agree to a later date. Simultaneous copies of the decision shall be furnished the Employer and the Union.

Section 35.5. The arbitrator's decision in all cases shall be binding on the parties, except that either party may file an exception in accordance with the rules of the FLRA.

Section 35.6. The arbitrator shall have no authority to modify, amend, revise, add to or subtract from any of the terms of this Agreement, or impose on any party hereto a limitation or obligation not explicitly provided for in this Agreement.

Section 35.7. The parties have thirty (30) calendar days after the arbitration award has been rendered to file an exception. The thirty day period begins on the date of the award. If no exception is filed during this thirty day period, the award shall be final and binding.

## ARTICLE 36

### DURATION AND CHANGES

Section 36.1. This Agreement shall commence on the date it is approved by appropriate Agency headquarters and shall continue in full force and effect until midnight prior to the third anniversary date of its signing by the parties when it shall terminate. The parties shall meet to commence negotiations on a new Agreement on the one hundred twentieth (120th) day prior to the expiration date of this Agreement or on the first workday following the date if it should fall on other than a workday.

Section 36.2. This Agreement is subject to reopening only as follows:

a. The Agreement may be opened for supplement(s) by the mutual consent of both parties at any time after it has been in force and effect for at least six months. Requests for such supplements by either party must be in writing and must include a summary of the supplement(s) proposed. The parties shall meet within fourteen (14) calendar days after receipt of such notice to discuss the matter(s) involved in such requests. If the parties agree that opening is warranted on any such matters(s), they shall proceed to negotiate on supplements to the Agreement. No changes will be considered except those bearing directly on the subject matter(s) agreed to by the parties.

b. Any supplements that may be agreed to will be duly executed by the parties and become effective upon approval by appropriate authority.

Section 36.3. No agreement, alteration, understanding, variation, waiver, or modification of any terms or conditions contained herein shall be made by any employee or group of employees with the Employer, and in no event shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto and the same has been ratified by the Union and approved by appropriate higher Agency headquarters.

Section 36.4. The waiver or breach of any condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

Section 36.5. Should any part or provision of this Agreement be rendered or declared invalid or illegal by reason of any existing or subsequent law, regulation or ruling of proper authority, the invalidation of such part or provision of this Agreement shall not invalidate any of the remaining parts or provisions of this Agreement, and they shall remain in full force and effect.

Section 36.6. This Agreement is not intended to conflict with any published agency policies or regulations of higher echelon which are in effect as of the effective date of this contract, and no exceptions to these published policies or regulations are intended or included in this Agreement.

The terms of this Agreement will govern in the bargaining unit in case of conflict between the terms of this Agreement and USAF regulations or policies issued subsequent to the approval of this Agreement other than regulations required by law, or by regulations of appropriate authority outside the Department of Defense.

Section 36.7. All past approved amendments, supplements and proposals agreed to by the parties expire upon the date of commencement of this Agreement. Past practices not changed by this Agreement continue to be in effect and any changes to past practices will be made in accordance with the provisions of Article 3.

Section 36.8. No other agreements, supplements, amendments, operating instructions, or standard operating policies (**SOP**) will supersede this Agreement.

Section 36.9. This Agreement will remain in force until a new agreement is negotiated, ratified by the Union membership, approved by appropriate higher Agency headquarters, and put into effect.

Section 36.10. The parties agree that this contract contains no waiver of the Union's right to negotiate over mid-term changes not covered by the contract.

## ARTICLE 37

### DUES WITHHOLDING

Section 37.1. It is agreed that any eligible employee assigned within the Bargaining Unit described in Article I of this Agreement may authorize the payment of membership dues to Local 225, IAM & AW through payroll withholding provided the employee:

- a. Has voluntarily submitted an SF-1187; and
- b. Regularly receives a normal amount of pay on the regularly scheduled paydays, and such pay is sufficient, after legal and required deductions, to cover the full amount of allotment for payment of dues.

Section 37.2. The procedure and effective date of authorization shall be as follows:

- a. Local 225 will inform and educate its members on the program for allotments for payment of dues, the voluntary nature of the authorization, the prescribed procedure for authorizing the allotment, and the provisions and procedures for revocation of an authorization.
- b. Local 225 agrees to acquire and distribute to its members the prescribed authorization form SF-1187, certify the amount of its dues, and to receive completed forms from members who request allotments.
- c. The President or the Secretary-Treasurer of Local 225 is designated to process authorization forms by completing Section A of SF-1187, and is responsible for ascertaining that the employees are members of the Local in good standing. Certified authorization forms will be submitted to the NAF Resource Management Flight.
- d. Authorizations may be submitted to the NAF Resource Management Flight at any time. Allotments will be effective at the start of the first pay period following receipt of the forms by the NAF Resource Management Flight, and will continue in effect until the allotments are changed or terminated in accordance with the provisions of Sections 37.4 and 37.5 of this Article. Existing allotments for payment of dues in effect at the time this Agreement is approved will continue without necessity for completion of a new SF-1187.

Section 37.3. Authorized allotments for payment of dues will be withheld from the regular biweekly payrolls. The amount of the regular dues of the member, exclusive of initiation fees, assessments, back dues, fines and similar charges and fees is the amount to be withheld. If the amount of regular dues is changed by Local 225, the rate and effective date of the amended amount to be withheld will be the start of the next full pay period, provided the notice has been received in the NAF Resource Management Flight before the beginning of that pay period, or unless a later date is specified by the Union.

New authorization forms are not required. Only one such change may be made in any period of twelve consecutive months.

Section 37.4. The Employer will terminate an allotment effective at the end of the pay period in which loss of eligibility occurs under one of the following conditions:

- a. When the Union loses exclusive recognition;
- b. When this Agreement is suspended or terminated by an appropriate authority outside the Department of Defense.
- c. Upon receipt of written notice from the President or the Secretary-Treasurer of Local 225 that the employee is no longer a member in good standing; or
- d. When the employee leaves the Bargaining Unit as a result of any type of separation, transfer or other personnel action.

Section 37.5. Employee requests for termination of dues withholding will be effective the first full pay period following the particular anniversary date (the anniversary date is the starting date of the first pay period for which dues were deducted from the employee's pay), providing the revocation is received by the NAF Resource Management Flight during the 15 day period prior to the anniversary date. It is the employee's responsibility to see that his written revocation is received in the NAF Resource Management Flight on a timely basis. SF-1 188s will be provided to the employee upon request by the Chairman of the Union Shop Committee or the NAF Resource Management Flight.

Section 37.6. Promptly after completion of each payroll, the Employer will forward the amount due the Union to the Secretary-Treasurer, Local 225. Each remittance will be accompanied by a statement giving the following information:

- a. Identification of office or installation;
- b. Identification of Union (Local 225);
- c. Names of members for whom deductions were made (alphabetical order), amount of each deduction, and the payroll period;
- d. Names of members for whom deductions were authorized, but were not made, with coding to show reason for nondeduction;
- e. Total amount withheld on this payroll;
- f. Net amount remitted to Local 225.

Section 37.7. The Union and the Employer will issue the following written notices as applicable:

a. Local 225 will notify the NAF Resource Management Flight within five (5) workdays after an employee with a current allotment authorization ceases to be a member in good standing;

b. Local 225 will send to the NAF Resource Management Flight within five (5) workdays of receipt any written revocation or allotment received by Local 225.

c. The NAF Resource Management Flight will send a copy of each written revocation received to Local 225 with the remittance report for the first deduction payroll prepared after receipt of the revocation.

## ARTICLE 38

### MEALS

Section 38.1. All employees who are otherwise entitled to a meal period shall be eligible to receive a meal and pay only 50% of the retail cost of the food.

Section 38.2. Employees shall have the right to bring their lunches to work and to store them in refrigerated restaurant equipment until the beginning of their lunch period, so long as personal food is clearly marked as such.

## ARTICLE 39

### WAGESURVEYS

Section 39.1. The International Association of Machinists and Aerospace Workers, AFL-CIO will be granted all rights, privileges, representations and benefits accruing to them under the provisions of the Federal Personnel Manual Supplement 532-2, "Federal Wage System." Allegations that such entitlements have been denied may not be grieved under the negotiated grievance procedure, but may be appealed under appropriate statutory procedures.

Signed this 19 day of August 2008, at Wright-Patterson Air Force Base, Ohio.

Human Resources Officer

88MSG/SVH

Approved by the Department of Defense on 8/19/08 CPMS, FAS letter, dated 8/19/08 on file in 88 MSS/DPCZA.