

Collective Bargaining Agreement

between

Luke Air Force Base
(Non-Appropriated Fund Instrumentality)

and

American Federation of Government Employees
(Local 1547)



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PREAMBLE

Section 1. This Agreement is made and entered into by and between Luke Air Force Base Arizona (the Employer) and the American Federation of Government Employees (the Union) and collectively known as (the Parties).

Section 2. The Parties recognize that the public interest requires high standards of employee performance and the continued development and implementation of modern and progressive work practices to ensure efficient accomplishment of the operations of Government. Consistent with this guiding principle, bargaining unit employees are guaranteed the right to collectively bargain through their exclusive representative over conditions of employment where bargaining is appropriate as determined by the Federal Service Labor Management Relations Statute and pursuant to the merit system principles.

Section 3. The Parties recognize that the following articles constitute the entire Agreement and that any other agreement or understanding is subject to the "covered by" determinations of the FLRA.

ARTICLE 1
RECOGNITION AND UNIT DETERMINATION

Section 1. The Employer recognizes that the Union is the exclusive representative of all bargaining unit employees as defined in Section 2 below. The Union recognizes its responsibility of representing the interests of all such employees, without discrimination and without regard to Union membership, with respect to grievances, changes affecting personnel policies, practices, and procedures, or other matters affecting their general working conditions (conditions of employment).

Section 2. The Exclusive Unit covered by this Agreement is:

INCLUDED:

All Non-Appropriated Fund (NAF) employees, employed under regular or flexible appointments, employed by the 56th Force Support Squadron (FSS), Luke Air Force Base, Arizona.

EXCLUDED:

All temporary employees with reasonable expectations of continued employment of less than 90 days, management officials, supervisors, professional employees, and employees described in 5 USC 7112(b)(2)(3) (4)(6) and (7).

ARTICLE 2 PURPOSE

The Employer and the Union representing the Non-Appropriated Funds (NAF) Unit employees enter into this Labor-Management Agreement (LMA) which will have for its purposes, among others, the following:

- a. to promote fair and reasonable working conditions;
- b. to promote high-morale and responsibility in the 56th FSS;
- c. to promptly address and resolve all differences arising between them related to matters covered by this LMA; and
- d. to promote cooperation between the Employer and its employees.

ARTICLE 3 **BULLETIN BOARDS**

The Employer agrees to assign an 18" wide x 14" tall space on existing official bulletin boards large enough to accommodate the posting of at least two legal size sheets of paper, side by side. Official bulletin boards will be located in common areas, such as break rooms, near time clocks, etc. with easy access for all bargaining unit employees. Required postings include a copy of this Agreement (posted by Management) and a copy of the listing of Union Representatives (posted by the Union). The 18"x14" area is for the exclusive use of the Union and will be maintained by the Union. These materials will not be in violation of any law or contrary to applicable provisions of this agreement, security requirements or contain any derogatory material. Nothing will be posted or removed from this area, reserved for the Union, by Management.

ARTICLE 4 RIGHTS OF THE EMPLOYER

Section 1. In the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and government-wide regulations (Code of Federal Regulations) of appropriate authorities, including policies that apply to NAF employees set forth in OPM's Operating Manuals; unless such changes are required by law or the Code of Federal Regulations. No employee guidance or handbook will be used by the Employer unless it is negotiated with the Union. It is understood that any term of any Employer guidance conflicting with any term of this collective bargaining agreement, or any subsequent agreement, is subordinate to these agreements, and that the terms of any collective bargaining agreement will prevail over agency guidance that was not properly negotiated with the Union.

Section 2. It is understood and agreed that management retains the right (This section does not waive either parties rights under the statute.):

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the agency
- b. In accordance with applicable laws - to hire, assign, direct, layoff, and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees
- c. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted
- d. With respect to filling positions, to make selections from among properly ranked and certified candidates for promotion, or any other appropriate source
- e. To take whatever actions may be necessary to carry out the Agency mission during emergencies

Section 3. The Parties agree that nothing in this agreement shall be interpreted to apply to matters outside the bargaining unit, as defined in Article 1, Recognition and Unit Determination; or to limit or restrict the Employer's right to make decisions regarding or managing non-bargaining unit personnel or positions.

ARTICLE 5
UNION REPRESENTATION/OFFICIAL TIME

Section 1. The Employer agrees to provide official time, pursuant to the Statute and this Agreement, to Union representatives from within the bargaining unit. Normally, grants of official time will be limited to one representative at a time from within a single NAF activity. The Union may appoint one steward per 50 bargaining unit employees (50+1 = 2 stewards; 100+1 = 3 stewards... etc.). One representative will be identified as the "Lead Representative". The Union will provide and maintain, with the NAF Labor Relations Specialist, a list of current Union representatives. The list will include the name, Union title, duty station, work phone number, and shift. Only those representatives identified on the current list will be recognized by management. This will be a mandatory posting in all areas where bargaining unit employees work.

- (a) A NAF representative, designated by the Union in writing, will be automatically granted fourteen (14) duty hours of official time per pay period. This time is to be taken twice a week in four (3.5) hour increments. This 14 hour automatic grant of official time will be used for all purposes of representation as described by the Statute and this Agreement. Any official time above and beyond the 14 hours automatically granted must be requested in accordance with the other sections of this Article. The specific days on which this automatic grant is used will be determined between the Union Representative and their supervisor. This automatic grant of 14 hours official time is not cumulative or banked and does not extend the representative's normal duty day. If the scheduled release time is for the end of duty day the representative will not be required to return to the work site. At such time the designated representative becomes the Chief Negotiator for NAF issues, he or she will be granted sixteen (16) hours of official time per pay period in 4 hour blocks. All other terms or requirements will be applicable.
- (b) If a NAF bargaining unit member is the President of the Local Union, they shall be granted 50% of their guaranteed hours per pay-period. The scheduling of this grant of official time will be coordinated between the President and the immediate supervisor.
- (c) If a NAF bargaining unit member is the Treasurer of the Local Union, they shall be granted 4 hours a pay-period for Treasurer duties. The Treasurer will also receive an additional 16 hours during the first quarter of each calendar year for IRS and DOL reporting requirements. The aforementioned time is in addition to any other representational duties that person may have. Such approval will be subject to **mission requirements** as defined by this agreement. Official time is requested from the immediate supervisor. If the immediate supervisor is unavailable, permission will be requested from the next level of supervision or the HRO when necessary.
- (d) The following will not be charged toward the President's and Treasurers

allotment of official time:

- 1) Preparation for and participation in negotiations
 - 2) Participation in local wage survey
 - 3) Union-sponsored training
 - 4) Labor-Management training
 - 5) Preparation for third-party proceedings
 - 6) Participation in third-party proceedings
 - 7) Management-sponsored meetings
- (e) Activities for which additional official time is authorized include, but are not limited to, the following: preparing for, investigating or participating in a statutory appeal proceeding, MSPB proceedings, EEOC proceedings, workers compensation proceedings; a proposed adverse or disciplinary action; or any other proceeding as provided by statute.

Section 2. Union representatives perform duties such as (but not limited to) handling grievances, appeals, attending official meetings, being present at pre-disciplinary interviews, representing employees who have received proposed disciplinary actions, etc. Reasonable amounts of official time to perform representational duties are authorized. Such approval will be subject to **mission requirements** as defined by this agreement. Representatives will request the use of official time from their supervisors as far in advance as possible. Official time requests will include date, time, and expected duration of the request. In situations where more time is needed, the representative may contact the supervisor or, if unavailable, the next level supervisor to request additional time.

- (a) Official time denials will be based on **mission requirements**. **Mission requirements** is defined as any time unscheduled annual leave requests would be denied for all employees who are qualified to perform the same duties as the requestor within the requestor's work area. If the Agency denies any request for official time due to **mission requirements** they will immediately notify the requestor in writing of the reason(s) for the denial. Normally, the requested time will be granted within 24 hours of any denial.
- (b) Time limits or actions within the Agency's control will be automatically extended for a time equal to the length of any denial based delay. It is understood that this may require a short notice schedule change affecting other employees. The representative will report the amount of official time used upon return. Official time will not exceed the representative's scheduled duty day. However, if the scheduled release time is for the end of duty day the representative will not be required to return to the worksite.

- (c) The Parties agree that when a Union representative is designated as a personal representative of an employee, as authorized under law or other regulations, such as for discrimination complaints or Agency internal complaint processes, the representative may request official time as authorized by those regulations.

Section 3. The Parties agree in the primary interest of the Agency the Employer has the discretion to conduct Labor Management Forums, meetings, activities etc. The Union representative will be on official time and entitled to appropriate compensation (travel and per diem) in accordance with the appropriate Federal Travel Regulation.

Section 4. When meeting with an employee at their worksite, the Union representative will obtain approval from the employee's supervisor prior to meeting with the employee. Such approval will be subject to **mission requirements** as defined by this agreement. If the immediate supervisor is unavailable, approval will be requested from the next level of supervision or the HRO when necessary.

Section 5. It is agreed and understood that any authorization of official time is solely to permit release of Union representatives from their normal work schedule. In unusual circumstances, upon request, the Employer may temporarily adjust the Union representative's work schedule to allow use of official time for representational purposes where the representative would otherwise be in a non-duty status. This type of request will be made as far in advance as possible to the representative's supervisor or, if unavailable, the next level supervisor, or the NAF HRO.

Section 6. Official time is not authorized for any tasks related to internal Union business as defined by law and/or decisions of the Federal Labor Relations Authority.

Section 7. It is understood that Union representatives, not employed by Luke AFB, are admitted onto the installation upon proper processing by the Installation's Security Forces. Management is not responsible for requesting access for or escorting any Union official on Luke AFB.

Section 8. A reasonable amount of official time is appropriate for the training of Union representatives regarding the terms of this agreement. It is further understood that travel time to and from the training is also appropriate for official time, if the employees is normally scheduled to work on the travel dates. When the Union determines such a need, it will provide the NAF Human Resources Officer a request for official time well enough in advance for management to address any scheduling issues. These requests will include the list of representatives and the approximate length of time needed for this training. Management and the Union will collaborate to establish the date(s) and time(s) for this purpose.

Section 9. The Employer agrees to grant official time for AFGE District, National or other third party training that is reasonable, necessary, and in the public interest. No more than forty (40) hours per calendar year may be used by representatives from within a single activity. The Union will submit a written request for official time for training purposes, to the NAF Human Resources Officer, the request will be submitted

as far in advance as possible for scheduling purposes, but not later than two weeks prior to the requested date. The request will include the dates, times and places of the training and travel days. Official time for this training will not extend the representative's scheduled duty day or be banked from year to year. Official time for these training purposes will be in addition to any official time granted for representational purposes as defined in this article.

Section 10. In any negotiations, meetings and third party proceedings, the Union shall be entitled to the same number of representatives on official time as the Employer has in attendance.

Section 11. It is understood that official time is only for the Union Officers and Stewards identified by the Union.

ARTICLE 6
EMPLOYER/UNION COOPERATION

Section 1. Twice each year, in the month of May and in the month of November, the Employer will furnish the Union a complete list of computerized data showing all bargaining unit employees, names, job classifications, grades, titles, series, and office symbols. This data will be in spreadsheet format such as Microsoft, Word Excel or Acrobat Reader PDF that has the capabilities for copy and paste.

Section 2. Union representatives will be allowed access to all new employees to the bargaining unit during the new HR employee orientation process. Union representatives will be allowed up to 30 minutes with the new employees who will be on duty time for a Union orientation presentation.

Section 3. The Employer will furnish the Union, within (5) five business days of the beginning of each month, a list of names, job classification, grade, series office symbol of all bargaining unit employees appointed and separated during the previous month, to include personnel actions that cause a change to an employee's bargaining unit status. This data will be in spreadsheet format such as Microsoft, Word Excel or Acrobat Reader PDF that has the capabilities for copy and paste.

ARTICLE 7
RIGHTS OF EMPLOYEES

Section 1. Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under this chapter, such right includes the right –

- a. to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and
- b. to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this chapter.

Section 2. Employees have the right to have a Union Representative at--

- a. any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or
- b. any examination of an employee in the unit by a representative of the agency in connection with an investigation if—
- c. the employee reasonably believes that the examination may result in disciplinary action against the employee; and
- d. the employee requests representation

ARTICLE 8
EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the Union agree to cooperate in providing equal employment opportunities to all qualified persons, to prohibit discrimination because of age, race, sex, color, religion, national origin, or handicap, and to promote equal employment opportunities as required by Statute.

Section 2. Complaints about discrimination will be handled in accordance with the provisions of applicable Laws and Government-wide and Agency Regulations.

Section 3. The Employer and the Union agree that the eradication of every form of prejudice or discrimination based on race, color, religion, sex, age, national origin, or handicap is in the best interest of the Luke AFB community.

ARTICLE 9
NEPOTISM

Section 1. Any employee, who has the authority to take, direct others to take, recommend, or approve any personnel action, shall not with respect to such authority, engage in any of the following personnel practices:

Appoint, employ, promote, advance, or advocate for appointment, employment, promotion or advancement, in or to a civilian positions any individual who is a relative of such employee if such a position is in the agency in which such employee is serving as a public official or over such employee exercises jurisdiction or control as such an official.

Section 2 For purposes of this Article, relative is: father, mother, daughter, son, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, grandparents, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepparents, stepchildren, stepbrother, stepsister, half-brother, or half-sister.

ARTICLE 10
GENERAL WORKING CONDITIONS

Section 1. General Treatment

Employees will be treated fairly and equally with respect to all conditions of employment. This includes, but not limited to, schedules, hours of work, training, duty assignments, appraisals, awards, etc.; decisions in these matters will be consistent and objective without discrimination of any kind.

Section 2. Time Documentation

Management will utilize the Services Employee Timekeeping System (SETS) for the purpose time and attendance as it applies to the NAF bargaining unit employees. The following procedures apply:

- a. The Employer will provide employees with all the training needed to become proficient in the SETS electronic timekeeping system.
- b. The employer will not require employees to sign timecards prior to the completion of the workweek except when holidays or other special events require that timecards be submitted prior to the end of the workweek.
- c. It is the responsibility of the employee to ensure their timecards are accurate and complete.
- d. Hours worked by an employee that are modified by an appointed timekeeper as necessary to accurately reflect time worked by an employee will be coordinated with the affected employee prior to making such changes; unless such changes will benefit the employee.
- e. Employees may receive a printout of their SETS timesheet upon request.
- f. In the event that an employee experiences problems with SETS he/she will report the problem/s to the first line supervisor for resolution.
- g. Outages, glitches, anomalies or any other malfunction or failure of any agency system will not be used in disciplinary actions against employees.
- h. There will be one (1) SETS entry terminal in each NAF Activity to provide employees' with the ability to Log in or Log out.
- i. SETS will include a seven (7) minute grace period built into both ends of the time-in/time-out system.
- j. There shall be a standardized manual login and logout procedure available to all bargaining unit employees in cases where the electronic system becomes unavailable for any reason. A copy or written explanation of the manual process

will be provided to the Union upon request.

- k. Changes made on an employee's time card should be shown to and initialed by the employee before sending the timecard to payroll. The Employer will not allow altering of a timecard for the purpose of not showing earned overtime or other earned compensation.
- l. In the event employees are continuously adversely affected by using SETS, upon request by either party, Management and the Union will renegotiate to improve this process.

Section 3. Seniority

Seniority is based on the uninterrupted time an employee is employed by the Luke AFB NAFI as identified by the "date assigned current agency" data field recorded in the Business Object Data Base. When the seniority date is the same, a regular category employee is considered more senior than a flexible category employee.

Section 4. Cash Drawers

If more than one (1) employee is ordered or otherwise required to operate from the same cash drawer, neither employee will be held responsible (without just and sufficient cause) for any shortages or overages that occur.

Section 5. Vehicle Operation

Employees who are required to operate NAF/AF vehicles will be given the appropriate training (and drug testing, if required) as necessary to properly perform the required functions. Training necessary to meet State of Arizona licensing requirements are the responsibility of the employee. No employee will be required or ordered to operate a vehicle without the appropriate State, Federal and/or Employer authority. Employees who are directed to travel for the Employer's necessity will be offered a government owned vehicle (GOV) for such travel or be paid the current government rate for any mileage traveled in a privately owned vehicle (POV) in accordance the appropriate travel regulation.

Section 6. Tools and Equipment

Tools and equipment required and issued by the Employer for an employee to perform their duties shall be supplied and kept in a reasonable state of repair by the Employer at no cost to the employee (e.g. safety boots, shoes, safety glasses, gloves, aprons, clothing, goggles, jackets, hearing protection, coveralls, hard hats, etc.). Employees have the responsibility for safeguarding the Employer provided tools and equipment and for performing routine operator preventative maintenance if required by the position. Tools and/or equipment issued by the Employer will remain in the work place unless otherwise authorized in writing by the supervisor. If an employee is held financially liable due to negligence for the loss or damage to tools and/or equipment, the employee may grieve such action. If a grievance is filed, financial liability assessment will be

deferred until the grievance is resolved.

Section 7. Uniforms.

- a. Employees will adhere to reasonable standards for dress and grooming appropriate to the work environment and type of position held. Personal displeasure of supervisors and managers for style and modes of dress or grooming that may or may not be currently in style is not adequate criterion for determining appropriate dress or appearance. Any prohibition on dress and appearance must be based on a clear showing that it addresses an unsafe, unhealthy, non-productive or disruptive work environment (i.e. graphics, offensive words, offensive prints), prohibitions other of those contained in this agreement are considered a change and will be presented to the Union prior to implementation.
- b. Where employees are required to wear a specific uniform item, those items will be provided by the Employer and in good repair at no charge to the employee. Regular employees will be issued three (3) of each required uniform item. Flexible employees will be issued two (2) of each required uniform item. Management will issue additional two (2) of each required uniform items to full time employees (40 hours a week) upon request of an employee. Management will consider issuing additional items upon request of an employee (Regular & Flexible). The Employer will issue replacement uniform items when they become unserviceable due to normal wear and tear. Employees may be required to replace uniform items, at their own expense, which are lost, or damaged by activity that is outside of normal wear and tear associated with the performance of their duties. Uniform items will be returned to the Employer when worn out, the employee transfers to another activity, or their employment ends for any reason. Other non-specific clothing items that are not issued by the Employer, but are required with the uniform, such as black or khaki slacks, black shoes and socks. Undershirts, belts, are not required. Any and all changes with uniforms, dress and appearance will need to be presented and bargained with the Union prior to implementation.

Section 8. Dress Code

- a. Employees are expected to comply with reasonable dress and grooming standards, based on comfort, productivity, health, safety, and type of position occupied. Personal displeasure of Management for styles and modes of dress and grooming that may or may not be currently in style is not adequate criterion for determining appropriate dress. Any prohibitions by Management on employee dress and appearance must be based on this agreement and a clear showing that the prohibited attire attributes to an unsafe, unhealthy, non-productive or disruptive work environment.
- b. The following dress code rules apply:

1. Administrative/customer service positions (Library, NAF finance office, Club 56 admin, Marketing, ITT, Community Center, Lodging, Fort Tuthill, Arts & Crafts, Youth Center, Outdoor Recreation, Golf Course & Fitness Center)
 - a) Where a uniform is provided, it must be worn while working
 - b) No mid-drift see-through without proper coverage, or halter tops
 - c) Shorts, skorts, skirts & dresses must be no shorter than mid-thigh
 - d) No low rider jeans unless accompanied with a long shirt or outer clothing. No see through leggings, spandex or yoga pants.
 - e) No clothing that is ripped, torn, containing holes or has offensive words/images
 - f) Where a Name tags provided, it must be worn. Employees have choice of use of only first name. If more than one employee has same first name, the last or middle initial will be used.

2. Industrial positions (Lodging Maintenance, Golf Course Maintenance, Auto Hobby, Fort Tuthill Maintenance & Club 56 Maintenance)
 - a) Where a uniform is provided, it must be worn while working
 - b) No mid-drift see-through without proper coverage, or halter tops
 - c) Shorts, skorts, skirts & dresses must be no shorter than mid-thigh
 - d) No low rider jeans unless accompanied with a long shirt or outer clothing. No see through leggings, spandex or yoga pants.
 - e) No clothing that is ripped, torn, containing holes or has offensive words/images
 - f) If provided, steel toe shoes must be worn for safety
 - g) Must wear closed toe shoes
 - h) Where a Name tags provided, it must be worn. Employees have choice of use of only first name. If more than one employee has same first name, the last or middle initial will be used.

3. Child Care positions (Child Development Center)
 - a) Provided uniform smocks must be worn at all times by staff while in ratio with children
 - b) No mid-drift see-through without proper coverage, or halter tops
 - c) Shorts, skorts, skirts & dresses must be no shorter than mid-thigh
 - d) No low rider jeans unless accompanied with a long shirt or outer clothing. No see through leggings, spandex or yoga pants.

- e) No clothing that is ripped, torn, containing holes or has offensive words/images
- f) Closed toe shoes must be worn for safety.
- g) Where a Name tags provided, it must be worn. Employees have choice of use of only first name. If more than one employee has same first name, the last or middle initial will be used.

4. Food Service positions (CDC kitchen, Club 56 kitchen, Youth Center kitchen & Golf Course kitchen)

- a) Provided uniform smocks must be worn at all times by staff while in ratio with children
- b) No mid-drift see-through without proper coverage, or halter tops
- c) Shorts, skorts, skirts & dresses must be no shorter than mid-thigh
- d) No low rider jeans unless accompanied with a long shirt or outer clothing. No see through leggings, spandex or yoga pants.
- e) No clothing that is ripped, torn, containing holes or has offensive words/images
- f) Closed toe/slip proof shoes must be worn for safety
- g) Hair must be contained in a hat or hairnet
- h) Where a Name tags provided, it must be worn. Employees have choice of use of only first name. If more than one employee has same first name, the last or middle initial will be used.

- c. CDC Caregivers: Employees will be issued smocks/vests, or other appropriate attire, to protect their clothing and designate whether or not they have a CNACI clearance. Smocks/vests must be clean and will be removed when going outside for smoke breaks, during restroom breaks and when consuming personal food. There will be hooks available inside of the restroom stalls for the smocks. Smocks should be worn as the most exterior part of the clothing while working indoors (i.e., no jackets/sweatshirts worn over smocks except outdoors). Smocks will be worn outside of jackets, sweaters, sweatshirts, etc. Employees assigned to the rooms that have children under the age of two may not wear clothing that contain embellishments (i.e., beads, sequins, etc.) that may present a choking hazard to children; this includes floaters. The requirements noted in this section will be part of the employee annual training and upon hire.
- d. Cooks and Food Service (Club, Golf Course Kitchen, Community Center, CDC & Youth Kitchen, Ft Tuthill Kitchen): Employees must wear uniforms (aprons, chef's jackets) provided by the program. Aprons and chef's jackets will be clean and will be removed when going outside for smoke breaks,

during restroom breaks and when consuming personal food. There will be hooks available inside of the restroom stalls for the aprons and chef's jackets. Closed toe shoes with rubber soles must be worn to prevent slipping. Hairnets/hats, provided by the program, must also be worn to protect the food.

Section 9. Break Areas

Break rooms and/or areas for employees to use during meals and breaks have already been established. It is understood that Union officials have ready access to employee break rooms/areas. Union officials not assigned to that facility will notify management when entering the facility. When a break room is to be used by the Union for an event, the Union will provide the specifics of the event as much in advance as possible. Normally, such use will not exclude other employees from ordinary use of the break room. If access to a break room must be denied, management will try to provide a reasonable alternative and bargain with the Union over the proposed alternatives if necessary.

- a. CDC employees will have access to lockers in the current designated areas where they can store and secure personal items.

Section 10. Discount Meals

NAF Employees of facilities that sells food will be permitted to purchase one (1) discounted meal per shift from the food service facility they work at, provided they are scheduled to work four (4) or more hours on that shift. Each food serving facility will have a written policy identifying what may be purchased by employees and the cost, which will not be less than a 50% discount. Coffee and tea (excluding bottled or canned) as well as fountain beverages may be consumed at no cost to the employee while on duty. Meals may be ordered only during normal food service operations. Discounted meals must be consumed on the premises at the time of purchase (no left overs) unless purchased at the end of the shift as a "to-go item". Employees will fill out the employee meal log for meals, food, or beverages they have purchased whether at regular price or the discounted price. Unless otherwise purchased, no food items may be taken from the activity to supplement meals brought in by the employee.

Section 11. Work Environment

- a. The Employer will not interfere with, coerce, or discriminate against Employees in their personal welfare, beliefs, and private lives provided they are consistent with a reasonable work environment and do not adversely impact the employee's job performance.
- b. Employees are protected against reprisal of any nature for the disclosure of information not prohibited by law, or executive order, which the employee reasonably believes evidences gross mismanagement, a waste of funds, and abuse of authority, or a danger to public or employee health and safety.

- c. When a CDC Child or Youth Program employee identifies behavioral problems or claims physical abuse from a child, management will investigate the claim to determine an appropriate course of action. Employees may grieve the situation if they are not satisfied with the action taken.

Section 12. Employee Assistance Program

- a. The Parties agree and recognize that some employees in the work place may experience situations in their personal lives such as divorce, death or financial problems which impact their ability to perform their duties in an acceptable manner. The Parties further recognize that some employees may suffer from treatable illnesses and disorders that occur as a result of alcohol, drug and substance abuse. The parties agree that of alcohol, drug and substance abuse is a treatable illness. Therefore, it is the policy of the Employer and the Union to work together to encourage troubled employees whose performance and conduct are adversely affected to seek counseling assistance or medical treatment.
- b. The Employer agrees to establish Employee Assistance Services (EAS) and make these services available to all employees at no cost. The EAS will be staffed with functional professionals who will assist employees in addressing problems that have had, or could have, an adverse effect on their job performance, reliability, health or welfare.
- c. The Parties will encourage employees to seek employee assistance and recognize that EAS can be important in preventing and intervening in workplace violence incidents; delivering critical incident stress debriefings; and providing assistance to management and employees during Employer restructuring or other major organizational transitions or developments.
- d. The EAS services provided by the Employer may include of the following:
 - 1. Confidential, free, short-term counseling to identify and assess problem(s) and help employees in problem solving;
 - 2. Referral, where appropriate, to a community service or professional resource that provides treatment and/or rehabilitation;
- e. Supervisors may offer the availability of the EAS to employees who express personal concerns over matters that may have adversely affected an employee's performance and conduct; however, supervisors will not attempt to diagnose employee problems; e.g., alcohol or drug abuse, depression, etc.
- f. For general EAS information and referrals, employees may contact the Airman and Family Readiness Center at 623-856-6550.
- g. Participation and Employee Responsibility

1. Although the existence and functions of the EAS are publicized to employees, no employee will be required to participate or be penalized for declining referral to the program, unless directed by a management official in the case of suspected substance abuse or potential threat to self or others.
 2. Employees must make arrangements for EAS appointments outside of duty hours or request leave in accordance with the Annual Leave and Sick Leave Articles of this Agreement for appointments during duty hours. If directed, employees will go to EAS appointments during duty time.
- h. Access to Employee Assistance Service Information
1. All information and records concerning an employee's counseling and treatment through the EAS will be maintained in accordance with applicable Laws and government wide rules and regulations.
 2. Employees may provide written consent for release of EAS information or records where applicable.
- i. Any referral to or participation in EAS by an employee does not preclude the Employer from taking disciplinary action. If disciplinary action is proposed, employees may provide EAS evaluation results and/or any treatment programs they are participating in for consideration by the deciding official during the disciplinary process

Section 13. Private Indebtedness

Employees will not be the subject of disciplinary actions for nonpayment of private debts without there being a nexus between the private debt and the employment of the employee. Actions taken in relation to back ground checks or security clearance investigations are not considered discipline under this section. Material concerning alleged personal debts will be handled in a confidential manner.

Section 14. Use of Government Office Equipment

- a. Employees have a reasonable expectation of privacy in their personal belongings and in lockers furnished to them by the government. Union will be provided notice and an opportunity to witness any searches in employee storage areas (i.e. desk drawer, cabinet, locker, etc.).
- b. Management will not inspect these without good reason. If it becomes necessary to inspect a locker, it will be done with at least two people present, one of which is the affected employee or his/her designated Union representative. However, management may conduct searches if needed to respond to potential or actual emergencies such as fire, health, safety, and/or security matters.
- c. It is understood that employees do not have the right to privacy while using any Government office equipment (i.e. Telephone, Computer etc.) and that the use of

such equipment is not secure, private or anonymous, and is subject to monitoring. For example, should a government personal computer be used to read or respond to email sent to a non-Government email address (e.g., AOL, Yahoo, MSN etc.), this use can be viewed by others and/or monitored.

- d. Specific monitoring of personal or official use of Government-owned equipment will be conducted only for legitimate Agency purposes (e.g., *to provide training instruction or protection against abuse or harmful threats*).
- e. Use of the Internet, Intranet and email traffic is traceable and identifiable as to its source; therefore, employees should be aware of the impression such use will have on the public. Employees must ensure that personal use of government office equipment does not give the appearance that they are acting in an official capacity on behalf of the Employer.
- f. Personal use of government office equipment should be performed during off duty hours or on breaks. Infrequent and brief personal use is permissible provided:
 - 1. it involves minimal additional or no expense to the Government;
 - 2. it does not reduce the employee's productivity;
 - 3. it does not interfere with the official duties of other employees;
 - 4. it is used during times the employee is not working and has the approval of the supervisor;
 - 5. the equipment is normally authorized for use by the employee for official Government business, (*the Employer is not required to supply employees with equipment if such equipment is not required to perform the employee ~ official Government business*); and
 - 6. When not otherwise on official time, infrequent and brief use of government office equipment is permitted by NAF bargaining unit Union representatives during regular duty time, provided such use is incidental to the Agency work of an employee and not inconsistent with the productivity of the employee or that of other employees' or prohibited by Law or Government wide rule or regulation.
- g. Agency/Employer information will not be posted on external news groups, bulletin boards or other public forums without official authorization.
- h. Personal telephone calls should be made during off duty hours or on breaks. Infrequent and brief telephone calls while at work are acceptable provided these do not interfere with work production or office efficiency.
- i. Management may provide an agency email account to bargaining unit employees who have any employment related necessity.

Section 15. Personal Communication Devices

- a. Any restrictions on this subject have already been established. Management

may propose to restrict the carrying and using of personal communication devices in areas within their respective activities. Such proposals will be presented to the Union for negotiations before implementation. Any restriction or disapproval by management must show a direct link to the goals of safeguarding personnel, property, children, operations, or the efficiency of the operation/customer service, or a specific prohibition by Law or government wide rule or regulation. The Employer will make available a phone number at each activity, which employees may provide to family members or friends in the event of emergencies.

The Employer will provide any communication devices that are required for job performance. Employees are not required to use their personal communication devices as a condition of employment without a specific written agreement between the employee and the Employer. Reimbursement for the cost of using a personal communication device for job related purposes is not authorized without a specific written agreement between the employee and the Employer.

ARTICLE 11
HOURS OF WORK AND SCHEDULING PRACTICES

Section 1. Regular and Flexible category work schedules

- a. Regular employees have a guaranteed minimum number of hours (between 20 and 40 hours per week) as reflected on their appointment documents. Regular employees may be scheduled more than their guaranteed number of hours. However, the number of hours scheduled each work week may not go below that guarantee unless appropriate procedures and criteria for reducing guaranteed number of hours are followed as listed in section 3 of this Article.
- b. Flexible employees have no guaranteed number of hours and may work a minimum of zero hours and up to 40 hours or more per week to meet the needs of the activity. Flexible employees are normally not scheduled more than 780 hours in any 6 month period.

Section 2. Work Schedules

- a. Employee work schedules are designed to meet specific work requirements of the NAF activity. Many schedules change from week to week due to the irregularity of work requirements. Normally, management will post employees projected work schedules 7 calendar days in advance of the scheduled work period. Schedules may be projected earlier if feasible and appropriate.
- b. Changes (including daily start and stop times) to posted work schedules may be required for business related reasons. Management will make every effort to give employees affected by such changes as much prior notice as possible, preferably 24 hours or more. Employees should refer to the posted work schedules at the beginning of each shift. Employees affected by schedule changes should make their supervisor aware of any preferences or personal obligations they have so that management may consider alternatives.
- c. Some work requirements may allow or require Regular employees to be on an established work schedule. Established work schedules are where employees work the same days of the week and shifts of the day for more than six consecutive months, to include tours of duty that have an established pattern of rotation.
 1. Permanent changes are changes to a Regular employee's established work schedule that are intended to be regular and recurring and last longer than 30 days. When permanent changes to employees work schedules are needed, management will normally provide employees at least 14 calendar days advance written notice; such notice will include the effective date, the reasons for the change, and anticipated return date if known. Any changes that affect

a Regular employee's guaranteed number of hours will be made in accordance with Section 3 of this Article.

2. Irregular or non-permanent changes to a Regular employee's established work schedules will be made in accordance with parts (a) through (d) of this section.
 3. When determining established work schedules, the supervisor will consider any input from employees who are affected and discuss such input with the employee upon request. If the employee is not satisfied with the supervisor's decision for the determination of the schedule, the supervisor will provide their reasoning, in writing, upon request of the employee.
- d. Regular employees will be given preference over Flexible employees in the scheduling of regular and recurring work, to preclude situations where flexible employees are working more hours than Regular employees in the same job classification on a regular and recurring basis. However, this would not apply to instances where the flexible employee is working additional hours to meet surges in workload, seasonal work, special functions, filling in for employees on leave, or similar circumstances.
 - e. Flexible employees may have their schedules reduced or adjusted as management deems necessary due to workload.
 - f. Flexible employees who work in excess of 780 hours in a 6 consecutive month period (pay periods 1-13 or 14-26), will be converted to a Regular category employee, unless the employee opts out. Where a Flexible employee has worked for more than 780 hours in a 6 consecutive month period, other than the pay periods identified above, adjustments to those job assignments of the Flexible employee will not be made except for legitimate business based reasons.
 - g. Seasonal schedules may be established based on known regular changes in workload due to seasonal conditions (i.e. day/night/summer/winter operations); these established schedules will be provided to the Union when established. Established seasonal schedules will be posted in the affected work areas as far in advance as possible. A copy of any proposed changes to the seasonal schedule will be provided to the Union. The posted schedules will remain in effect until notice and opportunity to bargain the change is provided to the Union.

Section 3. Reduction in Guaranteed Number of Hours (Regular employees)

- a. When a supervisor determines that fewer hours are required routinely each week to accomplish a particular job, modifications to an employee's guaranteed number of hours may be made in accordance with the procedures established in this article and in a fair and equitable manner for all employees with the most senior employees to be affected last. When this occurs:

1. Regular employees will continue to receive all benefits they had prior to the guaranteed hour cuts so long as they remain in a regular employment category.
 2. For up to one (1) year, the Employer will maintain rosters of employees whose guaranteed number of hours were reduced. When the Employer determines an increase in guaranteed number of hours is warranted, those rosters will be used to allow the affected employees to be offered any increases in guaranteed number of hours. Such offers will be made to employees in the order their hours were reduced.
- b. Guaranteed number of hours will not be reduced solely to avoid payment of benefits, or to provide more hours for other employees or because of requests for leave.
 - c. Management will utilize the following procedures whenever changing the guaranteed number of hours of a Regular Employee:
 1. A fifteen (15) calendar day advance written notice will be given to an employee whose guaranteed number of hours is to be reduced by 8 hours or more.
 2. A seven (7) calendar day advance written notice will be given to an employee whose guaranteed number of hours is to be reduced by less than eight 8 hours.
 3. At a minimum, the written notice must include:
 - a) A statement that the employee's guaranteed number of hours are being reduced;
 - b) The effective date of the change;
 - c) A clear statement of the reasons for the change (be specific);
 - d) A statement that their name will be placed on the roster identified in (a.)(2.) of this section.
 - e) A statement identifying that if he or she feels the action is unfair or disagrees with the reasons for the action the employee may submit a grievance under the negotiated grievance procedure;
 - f) Advise on how and where to file the grievance; and the time limits for filing such grievance; and
 - g) The name, location, and phone number of the person in the Human Resources Office designated to provide assistance.
 4. The same day employees are provided notice; management will provide a copy of that notice to the Union.

Section 4. Rest Periods (Breaks)

- a. Employees will be allowed a compensable rest period of up to 15 minutes is authorized for each four (4) consecutive hours of work.

- b. These rest periods are considered as time worked and compensable, therefore the employee may be required to work during these rest periods and must remain in the work area. However, employees may leave the work area during the rest period provided they have the approval of the supervisor. If the rest period is interrupted by a duty assignment, employees will be allowed to finish their break if and when feasible.
- c. Rest periods may not be combined, banked, granted in conjunction with a meal period or taken at the end of the duty day to cause an early release of the employee from duty.

Section 5. Meal Periods

- a. Employees working more than six (6) consecutive hours will be allowed a meal period.
- b. Regular meal or lunch periods are established between the employee and their supervisor. Employees will be allowed the choice of a 30 minute or 1 hour meal period. Such time is off-the-clock; this should not be changed more than once a year unless approved by the supervisor. When a meal period is not considered as time worked (off-the-clock) the employee is excused from any duties during that period of time and will not be required to remain in their work area. Supervisors may consider requests by employees for no meal period.
- c. In rare cases an employee may be required to complete a task, or to provide temporary coverage of the work site, during the employee's scheduled lunch period. In such case the supervisor will provide for a meal period as near as possible to the employee's normally scheduled meal period.
- d. If time off for meals is generally not feasible for a particular position, a paid (on-the-clock) meal period of 20 minutes may be authorized by the supervisor and included in the employee's regularly scheduled tour of duty. These periods are considered as time worked so the employee must be at or near the work station within the facility.
- e. Meal periods of 1 hour or less (paid or un-paid) that occur when a nightshift differential is authorized are included for determining an employee's entitlement to nightshift differential.

Section 6. Overtime

- a. For covered employees, overtime is paid for any time worked in a particular work

day beyond 8 hours; 40 hours for a particular work week; or 80 hours for a particular pay period. When overtime is authorized, ordered, or allowed by the supervisor or any other authorized management official, it will be paid in accordance with the Fair Labor Standards Act (FLSA). Employees should notify their supervisor or an authorized management official as soon as possible when they become aware that an overtime situation exists. A quarter hour is the smallest fraction of an hour used for crediting irregular or occasional overtime hours worked. When irregular or occasional overtime work is performed in other than the full fraction, odd minutes are rounded up or rounded down to the nearest quarter hour (e.g. 0-7 rounds down and 8-15 rounds up).

- b. Overtime work will be assigned to employees consistent with their position classification, employment category, shift, performance and conduct, and normal work assignments. Where employees are equally situated:
 - 1. Regular and reoccurring overtime should be scheduled and shall be rotated equitably among employees in each work area (e.g. Lodging, Clubs, or Child Care Center).
 - 2. When unscheduled overtime work becomes necessary for operational requirements, employees required to work unscheduled overtime will be given as much advance notice as possible. Management may solicit qualified volunteers who will be selected by seniority. Inverse seniority will be used when management orders overtime to be worked. However, for expediency purposes, management may assign overtime work to the personnel who are already on duty; this should not regularly advantage or disadvantage any one particular employee.
 - 3. Call-back (overtime) - Any employee called back to the workplace for overtime work shall be paid a minimum of two (2) hours regardless of whether they are required to work the two (2) hours or not.
- c. Records of overtime worked shall be maintained by the Employer and provided to the Union upon request in accordance with the Statute.

Section 7. When management requires its employees to work beyond their scheduled time for the day management will immediately indicate by initialing on the work schedule all additional time requested to work. The supervisor will provide the employee with a copy of this initialed schedule.

Section 8. Call-back (non-overtime)

Call-back non-overtime is when a regularly scheduled, regular or flexible employee is required to work on a day when work was not scheduled, or when the employee is officially required to return to his or her place of employment. Compensation for call-back duty for non-overtime is at least 2 hours (whether or not work is performed), including make-ready and cleanup time. Compensation is computed at the employee's regular basic rate of pay; unless the number of hours worked that day or week entitle

the employee to overtime pay

Section 9. Inadvertent shut downs

- a. Whenever possible, management should contact employees prior the start of the duty day in an effort to prevent them from unnecessarily reporting for duty during inadvertent shut downs.
- b. If a Regular employee reports for their regularly scheduled shift and is prevented from performing the regularly assigned duties by circumstances beyond their control, management shall consider such employees for gainful work elsewhere in the organization. Absent such gainful employment, the employee will be paid at least two hours and released from duty in a leave without pay status for the remainder of the shift. In-lieu-of being placed in a leave without pay status, Regular employees may take annual leave for the remainder of their shift (minus the two hours of compensation). Any unworked hours may be rescheduled to meet the minimum guaranteed hour requirement of a Regular employee's appointment. If the minimum guaranteed number of hours cannot be recaptured by rescheduling the work assignments, the employee will be paid for their minimum guaranteed number of hours.
- c. If a Flexible employee is prevented from performing the assigned duties by circumstances beyond their control, management shall consider such employees for gainful work elsewhere in the organization. Absent such gainful employment, the employee will be paid at least two hours and released from duty.

Section 10. Make Ready and Cleanup Time

- a. Incidental duties directly connected with performing a job in established tours of duty, such as obtaining and replacing working tools or materials, undergoing inspections, donning or removing prescribed safety equipment, clean up for dirty type jobs, and similar tasks, are a part of the job requirements. Work shifts are arranged so that time required for incidental duties are part of the regularly scheduled workday.
- b. When incidental duties must be performed beyond the regularly scheduled work day, the employee will notify their supervisor of the need for additional time to complete those duties. The supervisor will determine whether or not to authorize additional time before it is worked. Employees may grieve that decision.

Section 11. Split shifts

- a. A split shift is two or more work periods within the workday, excluding overtime, when the break between the work periods exceeds 1 hour. Split shifts may be regularly utilized to meet the normal operations of the NAF Activity. Employees who are required to work split shifts must be allowed to use the time off between their shifts as they wish. If an employee is required to remain on the premises or to be available for work that may occur during the break, the break, under the

Fair Labor Standards Act (FLSA), must be counted as hours of work. Night shift differentials are paid in accordance with the appropriate laws and government wide regulation.

- b. When requiring a split shift for employees who do not normally work split shifts for things such as training or management directed meetings, management should provide as much advance written notice as possible. Employees should make their supervisors aware of any adverse impact or hardships as soon as possible so that management may consider alternatives. When management does not give written/posted notice to employees at least 7 calendar days in advance of the split shift work requirement, the “call-back” criteria of this Article may be used.

Section 12. Down-Day, Family-Day, Safety-Day, etc.

Regular employees may request but are not required to take leave on days that the Employer decides a particular facility is to be closed for normal business. However, they may be reassigned elsewhere in the organization or rescheduled in order to meet their minimum guaranteed hour requirement. Regular employees whose facility will be closed may request from their supervisor to have their normal day(s) off adjusted to occur on the down-day.

ARTICLE 12
ALTERNATE WORK SCHEDULES (AWS)

Section 1

a. Under the compressed work schedule, the employee fulfills the work requirements in less than ten workdays by increasing the number of hours in the workday. The two compressed schedules available for consideration are the 4-10 and the 5-4/9 schedules. On the 4-10 schedule; employees work four, 10-hour days each workweek. On the 5-4/9 schedule; employees work eight, 9-hour days, one day at 8 hours and have one extra day off each pay period. Scheduling of workdays and arrival and departure times are subject to the concurrence with their supervisor.

b. It is recognized that all employees participating in an AWS must accept the responsibility associated with this program, to include compliance with sign-in/sign-out procedures where applicable and working, at times, without the presence of an immediate supervisor. The parties agree that an employee or Management may request deviations from established schedules.

c. Consideration will be given to the use of any of the AWS options contained in this provision. However, an employee denied or excluded may grieve any such denial or exclusion.

d. The Employer may at any time discontinue or restrict flexible or compressed schedules when such schedules would have an adverse impact on the Employer's function. This determination will be provided in writing to the employee(s) and the Union. Adverse impact means:

1. A reduction of the productivity of the Employer.
2. A diminished level of services to the public or customers by the Employer.
3. An increase in the cost of employer operations.

e. Employees requesting consideration for an AWS will select one of the following:

1. 5-4/9 Compressed Work Schedule - A fixed tour of duty consisting of eight 9-hour workdays and one 8-hour workday to complete a basic work requirement of 80 hours within one bi-weekly pay period. Five of these days must be worked within one of the two administrative workweeks in the bi-weekly pay period and four of these days must be worked within the other administrative workweek of the same bi-weekly pay period.

2. 4-10 Compressed Work Schedule - A fixed tour of duty consisting of four 10-hour workdays per administrative workweek to complete a basic work requirement of 80 hours within one bi-weekly pay period.

f. If Management determines that it is more effective to utilize a compressed work schedule in order to meet mission requirements, or an exigency, employees will be notified as soon as possible prior to implementation. Employees desiring an exemption from this requirement, based on personal hardship, may submit to their supervisor, in writing, their request. The request must state the specific circumstances of the hardship involved. The employee will remain on their tour of duty unless a decision is rendered that is favorable to the employee. Such decisions should be made as soon as possible, but not later than two working days.

g. An employee desiring to no longer voluntarily participate or who claims a hardship in participating in an Alternative Work Schedule must notify their supervisor in writing at least one full pay period in advance of the desired date of discontinuance. The employee will remain on their present tour of duty unless a decision is rendered that is favorable to the employee. Such decisions should be made as soon as possible, but no later than two working days.

h. If an employee is on official travel or taking training, the Alternative Work Schedule can be temporarily changed to a standard schedule for the pay period in which the training or travel falls. If the training is off-site, the employee will normally embrace the schedule set by the training facility.

i. Employees who abuse AWS privileges may be removed from any AWS and placed on a regular tour of duty. Employees, after notification that their performance is beginning to fall below "Fully Successful" during the rating period and those who are rated less than "Fully Successful," may not be permitted to work AWS.

j. Occasions may arise when AWS schedules must be temporarily suspended as a result of unusual workload or operational demands. Examples include scheduled Air Shows or other special events requiring full staffing schedules and excessive staffing vacancies in that particular activity.

k. There must be a mutual agreement to end any AWS schedules. An impasse on the ending of an AWS schedule will be presented to the FSIP.

l. Overtime, premium pay, holidays and leave provisions will be in accordance with Public Law 97-221.

ARTICLE 13
SAFETY, HEALTH, AND WELFARE

Section 1. The Employer shall ensure a hazard free environment consistent with applicable laws, rules and regulations and will take every reasonable measure to remedy outages or equipment failures that cause unsafe working conditions or serious health or safety concerns. Prompt reporting of outages and equipment failures which could lead to unsafe conditions is the responsibility of everyone. If such outages and equipment failures that result in unsafe conditions are not able to be corrected or accommodations made within a reasonable time, the Employer should take measures to temporarily reassign the affected employees to other reasonable work areas; or place employees in an appropriate leave status (Administrative Leave, Excused Absence, Forced Leave etc.). If an employee's work assignment cannot be rescheduled (as appropriate) and/or the mission prohibits the employee from being placed in an appropriate leave status when outages or equipment failures occur, the employee, with the coordination of their supervisor, may take extra work breaks. If the employee and supervisor disagree, provided both parties are aware, the matter may be elevated to the next level supervisor.

Section 2. The Employer will examine any reported hazards in accordance with applicable laws, rules and regulations. Any employee or steward is authorized to request the base safety office conduct an inspection of the work place when he/she believes that an unsafe or unhealthy condition still exists without fear of reprisal. An inspection, if determined necessary by the base safety office, will be made within a reasonable time in accordance with industry standards. An inspection or investigation report, if any, shall be made available to the employee making the report and/or a Union representative in accordance with applicable laws, rules and regulations. Upon request, a Union representative may attend these inspections.

Section 3. The Employer agrees to initiate prompt abatement of unsafe or unhealthy conditions and post notices of hazardous conditions discovered in the work place in accordance with applicable laws, rules and regulations. Employees exposed to conditions requiring a hazard abatement plan will be informed of management's plan.

Section 4. The Employer will adequately train employees required to perform hazardous duties in accordance with applicable laws, rules and regulations.

Section 5. Imminent Danger.

- a. The term "imminent danger" means any conditions or practices in any work place which could reasonably be expected to cause death or serious bodily harm immediately or before the imminence of such danger can be eliminated through normal procedures. In these situations, employees shall make reports by the most expeditious means available.

- b. The employee has the right to refuse to perform assigned tasks when there is a reasonable belief that an imminent danger and a reasonable belief that there is insufficient time to effectively seek corrective action through normal hazard reporting and abatement procedures. The employee must report the hazard to his/her supervisor or the next higher-level supervisor immediately.

Section 6. Employee Protections:

- a. The Employer will maintain a means by which employees can report situations that appear threatening to their health or safety. The Employer will ensure that proper cleansing techniques are available to employees when subjected to contamination on the job in accordance with applicable laws, rules and regulations. The supervisor, in coordination with the employee, will determine how best to alleviate any contamination of the employee to include the possibility of the employee being relieved from duty for an appropriate amount of time to clean themselves and then return back to work, reschedule their work assignment, or to take other reasonable remedies.
- b. Employees are encouraged to report hazardous conditions without fear of reprisal.
- c. Security measures will be taken to protect employees who transport Employer money, in accordance with Air Force procedures.

Section 7. Personal protective equipment will be provided to employees required to work in areas where it has been determined that conditions exist which would require the use of personal protective equipment. The Employer at the local work place will furnish such equipment and decide for which employees it will be furnished. The Union may offer recommendations to the Employer concerning the furnishing of and adequacy of any equipment of this nature. Such recommendations will be given serious consideration by the Employer.

ARTICLE 14
PAYROLL WITHHOLDING OF UNION DUES

Section 1. Any employee of Luke Air Force Base, who is a member of the unit and who is a member in good standing of the Union, may authorize an allotment of pay for the payment of his/her dues for such membership, provided:

- a. The employee has voluntarily completed a request for such allotment of his/her pay using the SF1187.
- b. The employee regularly receives a normal amount of pay on the regularly scheduled NAF paydays and such pay is sufficient to cover the full amount of the allotment after other legal deductions have been made. Flexible employees may have an allotment for Union dues. However, if flexible employees do not work enough hours to cover the payment of dues it is the employee's responsibility to contact the Union for alternate payment options.

Section 2. The Union agrees that the amount to be withheld shall be the amount of the regular monthly dues, exclusive of initiation fees, assessments, back dues, fines, and similar charges and fees. The Shared Service Center (SSC), Randolph AFB, San Antonio, TX, (or successor) will make allotment deductions each pay period in the bi-weekly amount shown on the SF 1187. If the amount of the regular dues structure is changed by the Union, the NAF HRO will forward to the SSC, the written notification furnished and signed by the President of AFGE Local 1547. The effective date of such change shall be the beginning of the first complete bi-weekly pay period after receipt of the change notice, unless the Union specifies a later date. Only one such change may be made in any 12-month period.

Section 3. The Union agrees to acquire and distribute to its members the prescribed allotment form (SF 1187) and to inform and educate its members on the authorization of allotments for the payment of dues. The allotment will be effective at the beginning of the first complete bi-weekly pay period after receipt of a properly completed and signed SF 1187 in the NAF SSC. The SF 1187 must have HRO coordination as to bargaining unit status.

Section 4. The effective date of termination of dues allotment, which is not at the request of the employee, shall be the beginning of the first full pay period following the date of the action which requires the termination of the allotment. An allotment shall be terminated:

- a. When the employee leaves the bargaining unit as a result of any type of separation, transfer, or other personnel action. If temporarily promoted or detailed to a non-bargaining unit position dues deductions will continue.
- b. Upon loss of exclusive recognition by the Union.
- c. When the Union notifies the NAF HRO that a particular member is not in good standing.

Section 5. The NAF HRO will make available to employees the Cancellation of Payroll Deductions for Labor Organization Dues form (SF 1188) for use in revoking an allotment.

Section 6. A member may voluntarily revoke a dues allotment during the anniversary month in which the allotment was established by filling out an SF 1188 and submitting it directly to the NAF HRO. The NAF HRO will send the employee to the Union for its signing off on the anniversary date. Allotment Termination under this section shall become effective with the first full pay period following the properly submitted SF 1188.

Section 7. The NAF SSC shall furnish to the Union, at the end of each payroll cycle, the remittance for dues. The following information will comprise the remittance:

- a. Identification of office or installation;
- b. Identification of Local;
- c. Names of members for whom deductions were made, and amount of each deduction;
- d. Names of members for whom deductions previously authorized were not made.
- e. Total amount withheld on the payroll;
- f. Net amount remitted;

Section 8. When dues remittance errors occur, the Employer and the Union will work together toward identifying and correcting the error(s). When errors are corrected and result in a debt to any party, the owing party will make corrective payment in a reasonable amount of time, usually within 30 days of the notification of indebtedness. In cases where the debt is owed to the Employer, the employee or Union may request a waiver of the debt, in writing, to the NAF HRO, in accordance with Law, Rule or Government wide regulation. It is understood that errors or the indebtedness resulting from untimely corrections to errors may be grieved by any party.

ARTICLE 15
EMPLOYEE'S PERSONNEL RECORDS

Section 1. An Official Personnel Folder (OPF) will be maintained for each employee by the Human Resources Office. It will contain all required documents which pertain to the individual.

Section 2. Immediate supervisors will keep and maintain a Supervisor's Employee Work Folder (SEWF) that includes the AF Form 971 (AF-971) on each employee. Entries into the employees SEWF shall be filed only by the immediate supervisor. Supervisors will not maintain any adverse information or remarks in locations other than the SEWF. An employee may review any information appearing in his or her SEWF or OPF as soon as reasonably possible. Normally, such a review is allowed on the same day as the request is made. The supervisor is required to be present during the review. The SEWF and OPF are the property of management; neither employees, nor their representatives are permitted to remove any document from these records. However, it is understood that upon request, an employee or their Union representative have a right to copies of any document maintained in the SEWF or OPF.

Section 3. Employees will be given the opportunity to read and initial all adverse entries/counseling's the AF-971. Such opportunities will be given at the time of entry by the supervisor. If that is not possible, then it will be given at the earliest opportunity thereafter. Initials of an employee do not indicate agreement with the entry but simply acknowledge that the entry was made. Both the Union and Management recommend that employees initial and date AF-971 entries/counseling. Failure to acknowledge receipt of the entry/counseling does not preclude management from taking any action deemed necessary or appropriate to the entry; to include a disciplinary action. However, disciplinary action will not be initiated for failing to acknowledge receipt of the entry.

- a. Adverse entries/counseling into the AF-971 regarding conduct will be removed upon the supervisor's determination or successful adjudication of a grievance, but no later than 1 year from the date it was entered.
- b. Adverse entries/counseling into the AF-971 regarding performance will be removed after the effective date of the appraisal or the expiration of any appeal/grievance.

Section 4. Documented Oral Admonishments will be removed from the SEWF no later than 12 months from the date of issuance. Letters of reprimand will be removed from the SEWF and OPF no later than 18 Months from the date of issuance.

Suspension letters will be removed from the SEWF no later than 24 months from the date of issuance. The original documents may be given to the Employee upon request.

Section 5. Employees may submit rebuttal statements to AF-971 entries for consideration by their supervisors. When rebuttals allege violations of any law, rule or regulation they should be raised by the employee in the appropriate forum. Employees have the right to grieve any matter regarding their employment records maintained by the Employer in accordance with the negotiated grievance procedure.

ARTICLE 16 TRAINING and DEVELOPMENT

Section 1. The Employer and the Union agree that employee training and development improves the effectiveness of the organization.

Section 2. Employees may identify to their supervisor and request any training and education opportunities which they feel will add to the skills and qualifications needed to increase their job performance. Employees who feel they were not properly considered or referred for training may bring the concern to the attention of management. If management is unable to resolve the matter to the employees satisfaction the issue may be raised through the grievance procedure.

Section 3. Training and/or additional education obtained by Employees may be recorded in the SEWF. The employee is responsible for providing any training documents to the supervisor for consideration for inclusion in the SEWF.

Section 4. The Parties recognize that employees who are required to attend any training which has been designated as mandatory by the Employer will be in a duty/pay status during such training.

Section 5. Employees pursuing outside education or training may approach their supervisor and request their work schedule be rearranged. All CY employees who are in developmental positions shall receive administrative time to complete all position training requirements. Training will be accomplished in a fair and equitable basis among all developmental employees.

Section 6. Regular employees may be authorized extended unpaid leave of absence for the purpose of receiving education/training that enhances primary job skills and/or performance, provided such authorizations do not adversely impact the activity. Upon completion of the education/training, employees who are authorized such extended leave of absence or work schedule adjustments are normally returned to their previous work assignments. However, they may be required to accept different job placements or shifts from which they left based on availability. All things being equal, seniority will be the deciding factor.

Section 7. When agency email is not provided to an employee who may have any employment/job related requirement, such as Training, Surveys, etc., management will utilize alternate tools and resources to meet those needs.

ARTICLE 17 POSITION CLASSIFICATION

Section 1. Position guides and/or position descriptions, as appropriate, will be utilized for each position within each activity. The primary duties and responsibilities, qualifications, performance standards, and training requirements of the position, will be described in sufficient detail for classification and evaluation purposes. Each employee will be given a copy of their current position guide/description. A position guide or position description describes the regular and recurring duties to be performed in a position. It is not intended to cover every minor duty whether temporary or permanent in nature.

Section 2. Employees who feel their position is misclassified as to the title, series, or grade will first try to resolve the problem informally through discussion with their supervisor. The supervisor may, at their discretion, discuss the classification with the Human Resources Officer. If dissatisfied with the explanation, the employee may file a formal classification appeal in accordance with the governing directives. The employee may be assisted in the preparation of their appeal by a representative of their choosing. The representative will be designated by the employee in writing. Copies of job grading standards and other data upon which the classification is based will be made available to the employee and their representative. The Human Resources Officer or designee will process the appeal in accordance with governing directives.

Section 3. Any employees who feel that the duties portion of their position guides/descriptions is inaccurate may meet and discuss this matter with their supervisor for clarification.

ARTICLE 18
PAY and BENEFITS

Section 1. The Employer will implement classification and wage administration practices which comply with all applicable laws, rules, regulations and this agreement and promptly implement the approved pay schedules when they become effective.

Section 2. The Defense Civilian Personnel Advisory Service, Wage Setting Division, is the pay fixing authority for Non-Appropriated Fund (NAF) employees within DoD. Locality wage surveys and changes to the General Schedule (GS) results in the issuance of pay range schedules for Non-Appropriated Fund (NF) and Child care Youth (CY) employees. The NAF Crafts and Trades (CT) wage schedules are based on the federal minimum wage, or state minimum wage if higher. Increases to CT wage schedules are based on local wage surveys.

- a. Revised Pay Schedules are effective on the date shown on the NAF Pay Schedule and will be promptly implemented.
- b. Pay Band Employees may be granted a pay adjustment subject to the following:
 1. The adjustment for NF-I and NF-II shall be equal to the average percentage adjustment stated on the pay report attached to the current pay schedule issued by the Wage Fixing Authority.
 2. The adjustment for NF-III through NF-IV shall be equal to the respective adjustment granted to corresponding APF Employees.
 3. Basic pay may not exceed the maximum rate for an Employee's pay band.
 4. Employees in a less than satisfactory performance status are not eligible for an annual pay adjustment unless required to bring them to minimum pay in the wage schedule.
 5. Pay range schedules setting the minimum and maximum rates for pay bands NF-I and NF-II, and the minimum for NF-III, are issued at the same time as the wage schedule for CT employees. The pay range schedule includes a percentage cost of living adjustment (COLA) for NF-I and NF-II employees. The adjustment for NF-I and NF-II will be the average percentage adjustment as stated on the current pay report.
 6. Pay range schedules setting the maximum for NF-III, and the minimum and maximum rates for NF-IV through NF-VI, are issued as a result of changes to

the GS. The COLA for NF-III through NF-VI will be equal to the adjustment for GS employees, excluding locality.

c. CT Employees:

1. Will receive the average percentage adjustment stated on the pay report that is attached to the current pay schedule issued by the Wage Fixing Authority as based on the local wage survey. shall be equal to the average percentage adjustment stated on the pay report attached to the current pay schedule issued by the Wage Fixing Authority.
2. Will automatically receive step increases, provided they meet the time-in-grade and work performance requirements of their wage schedule.

d. CY pay schedules are constructed as a result of changes to the GS. The COLA for CY employees will be equal to the adjustment for GS employees, including the locality.

1. Pay Band CY-01 covers the positions of CY-01 and CY-02. The minimum rate for this pay band is equal to the hourly rate of pay for GS-02, step-1. The maximum rate is equal to the hourly rate of pay for GS-03, step-10 including locality pay.
2. Pay Band CY-02 covers the positions of CY-03 through CY-05. The minimum rate for this pay band is equal to the hourly rate of pay for GS-04, step-1. The maximum rate is equal to the hourly rate of pay for GS-05, step-10 including locality pay.

e. Employees who voluntarily change positions or are promoted will have their pay set in accordance with all appropriate laws, rules and regulations. If a NF-I or NF-II employee is involuntarily moved from one NAF activity to another, within the same position description, their pay will be set using their existing rate.

Section 3. Pay adjustments for Pay Banded Employees (not including CY employees in developmental positions).

- a. Pay adjustments within the Pay Band are based on level of performance and quality of performance. Supervisors recommend such increases, both as to the frequency and to the amount. The system is intended to be based on the Pay-for-Performance concept. In addition, supervisors may take into account the length of time since the last increase was granted.

- b. Any regular pay banded employee, who does not receive a pay adjustment or cash award shall have the right to request a written explanation from the supervisor. Such a request shall be submitted in writing within fifteen (15) calendar days of the effective date of the yearly performance based pay adjustments.

Section 4. The NAF Health Benefit Plan (HBP) contained in DoDI 1400.25 volume 1408 dated July 21, 2009 will be followed. Consistent with the Statute, the Employer will give the Union notice and opportunity to bargain over any changes to that document.

Section 5. Tipped Employees:

- a. There will be no tip offset established for employees who earn tips in the course of their duties.
- b. Tip pools may be established for bargaining unit employees in those instrumentalities where it is not possible to specifically identify to whom each tip was directed, such as areas where there are multiple services being rendered and single points of payment (i.e. retail sales, cafés, bars, service lines etc.). These tip pools and the related policies will be established through negotiations between the parties.

Section 6. The Employer shall follow the provisions of the centrally managed AF NAF Retirement Plan and AF NAF Employees' 401(K) Savings plan as set forth in the applicable Air Force Instruction. Regular NAF employees excluding off-duty-military (ODM), with thirty days of service or more, are eligible to participate in the 401(K) Savings Plan. With 12 months of regular Air Force service or more, NAF employees (excluding ODM) are eligible to participate in the Agency's retirement plan. HRO will notify newly eligible regular employees of the 401(K) and retirement plan eligibility requirements and benefits. When an employee elects to participate in the 401(K) and/or retirement plans, HRO will ensure that the employee has the opportunity to complete the appropriate Enrollment Request and Beneficiary Designation Forms. 401(k) plan participants must indicate their desire to participate or not participate and the contribution percentage and investment election they desire. The Union will be notified of any proposed changes to the current 401(k) plan and afforded the opportunity to bargain as appropriate.

ARTICLE 19 DETAILS AND TEMPORARY PROMOTION

Section 1. The provisions of this ARTICLE do not apply to details or temporary promotions to positions which are outside of the bargaining unit except to the extent that bargaining unit employees are considered.

Section 2. Whenever practicable, details and temporary promotions will be assigned on a fair and equitable basis as to avoid giving an advantage or disadvantage to any one or set of employees.

Section 3. Upon management's determination that the services of an employee are required in another position or area, a detail may be used to satisfy the requirement. Employees who are detailed to positions in which they have had little or no experience shall be given reasonable training and/or a break-in period to become capable of performing the duties of the detail. There is no change in the basic rate of pay while on a detail. The supervisor will record the detail on the employee's AF-971. The employee returns to their previous position at the end of the detail. The employee may update his/her resume online to capture the experience of the detail.

Section 4. Temporary promotions may be made noncompetitively when an employee's services are needed in a higher grade or pay band position and the employee meets the qualification requirements for the position. Temporary promotions must be expected to last for at least two (2) pay periods and may not extend beyond 6 months. At the end of the temporary promotion, the employee will return to their previous position. Any employee who is temporarily detailed to a higher graded position lasting longer than 30 days will be retroactively temporarily promoted from the start of the detail provided they are qualified for the position.

Section 5. The Employer will ensure that details do not cause a reduction in the employee's regularly scheduled hours.

Section 6. When selecting employees for details, supervisors should consider the following:

- a. Recognize the type and level of their regular duties and responsibilities against those which the employee will be performing on detail.
- b. Arrange details to minimize personal hardships and inconvenience and give advance notice when feasible.
- c. Volunteers.
- d. Limit repeated details.
- e. Training, previous detail assignments, category (regular/flex), and ability of an employee to perform the duties of the detail.
- f. Past recorded conduct and or performance deficiencies.
- g. Terminating the detail when the need no longer exists, but no later than 60 days.

ARTICLE 20 PROMOTION

Section 1. Temporary assignment to duties of a higher grade or pay banded position expected to last no more than 6 months will be competed in accordance with this agreement and in a fair and equitable manner with first preference being given to the most senior qualified candidates. In the event a BBA occurs, an employee on temporary promotion competes under his or her officially assigned position, not the temporary assignment. An employee's guaranteed hours cannot be lowered when temporarily promoted on an involuntary basis. An employee returns to his or her previous position at the end of the temporary promotion unless permanently promoted through the competitive process.

Section 2. The Parties agree those employees' skills, talents, and experience shall be considered consistent with this agreement. Therefore, in the filling of bargaining unit positions, the Employer will make a reasonable effort to consider highly qualified current employees for advancement. Absent higher preference placement priorities, qualified bargaining unit candidates will be considered before non-prioritized candidates external to Luke AFB. Flex bargaining unit employees who apply and are qualified for regular positions will receive first consideration prior to hiring any new employee. Selecting officials will be required to articulate in writing to the NAF HR office why any bargaining unit employee that applied was not selected. NAF bargaining unit employees, who apply and are qualified for GS positions, receive the appropriate consideration as authorized by law and regulation, based on the information placed in the employee's application/resume.

Section 3. When filling any bargaining unit position, to further evaluate the referred candidates, a selection interview is encouraged. However, an interview is not mandatory. If interviews of bargaining unit candidates are to be conducted, at least 3 qualified candidates from the list will be interviewed. Telephone interviews are acceptable. The selecting official will maintain official documents used for the candidate selected, such as: resumes; licenses; certificates; degrees; letters of recommendation etc., for a period of not less than 6 months.

Section 4. Luke AFB NAF bargaining unit candidates, who are absent in temporary military service, will receive the same consideration as other bargaining unit employees, for selection to any position/vacancy they have self-nominated and are qualified for. Non-selection of these bargaining unit employees will not be based solely on their unavailability at the time of interview or selection.

Section 5. A list of all continuously open NAF positions will be posted in the Human Resources Office and official bulletin boards of all facilities employing NAF personnel. Employees may apply for a different position at any time using the NAFJOBS.ORG online system. Their application will be held on file until they have been referred for the position for which they applied or until they are no longer employed as a NAF employee

of the 56th Force Support Squadron, whichever occurs first. Employees may update their experience and qualifications, including such things as volunteer work, education, and training at any time, by updating their resume using NAFJOBS.ORG. When a newly created series/job title is established as a Regular position, the Employer will post a job vacancy announcement for ten (10) working days on NAFJOBS.ORG. When an employee has applied for promotion, notification of selection or non-selections is made available at NAFJOBS.ORG. The Employer will provide notice to the Union of changes that alter the functionality of the online application tool (NAFJOBS.ORG). The Union will be afforded the opportunity to bargain as appropriate.

Section 6. A manager may non-competitively change an employee from flexible to regular category within the same activity, so long as it does not increase the grade of the position or result in a reduction of guaranteed hours of another employee. However, management will consider all flexible employees within a NAFI before converting a flexible employee to a regular employee.

Section 7. The Union will be provided a listing of all open NAF positions as they become open. Bargaining unit employees with agency email addresses will be provided these lists at the same time with instructions on how to apply.

ARTICLE 21
PERFORMANCE STANDARDS AND REVIEWS

- Section 1.** Position guides will contain reasonable performance standards.
- a. Performance standards describe the quality, quantity and timeliness of job performance that are essential for fully satisfactory performance in a specific position
 - b. Standards will be defined in measurable, realistic and reasonable terms for tasks and functions specified for the position. Terminology such as "performs other related duties as assigned" is defined as tasks not included in the position description/core document but appropriate and related to the scope and performance of the position.
 - c. Employees will receive a copy of the performance standards for their position from their supervisor.

Section 2. Upon employee request, the supervisor will define the performance standards more specifically and/or may provide informal, quarterly performance reviews for the purpose of clearer communication.

Section 3. Prior to assigning an unsatisfactory performance evaluation, the supervisor will provide written notification of deficiencies, an improvement period, and assistance to improve during that period.

Section 4. At least one performance review will be accomplished on the NAF Civilian Progress Review Worksheet; normally not later than the 15th of April. Annual performance ratings are based on the employee's performance of duties relating to the standards contained in the employee's position guide using the AF Form 3527. Employee signature or initials is to acknowledge receipt only and do not indicate agreement with the review or the rating.

Section 5. Employees who disagree with the performance review and/or rating have the right to grieve through the negotiated grievance procedure.

Section 6. **[PROGRESS REVIEW WORKSHEET see appendix A](#)**

ARTICLE 22 LEAVE

Section 1. General.

- a. Annual leave is accrued by regular employees on the total number of hours in a pay status that does not exceed 40 hours in the administrative workweek. Annual leave accrual is based on the appropriate percentage (accrual rate) times a maximum of 40 hours per week, or eighty hours per biweekly pay period in accordance with the following:
 - (1) 0-3 years service 5 percent of hours in a pay status
 - (2) 3-15 years service 7½ percent of hours in a pay status
 - (3) 15+ years service 10 percent of hours in a pay status
- b. Sick leave is accrued by regular employees at the rate of 5 percent times the hours in a pay status, excluding overtime, up to a maximum of 40 hours per week, or eighty hours per biweekly pay period.
- c. The Employer will give the Union President notice if and when these rates are to change. Regular Employees will submit an OPM Form 71 (dated September 2009) to request leave.
- d. Flex employees do not accrue and are not entitled to leave. However, absences for flex employees must be coordinated with their supervisors using the OPM Form 71. Employees will submit the OPM Form 71 as far in advance as possible.
- e. The maximum amount of accumulated annual leave that may be carried over from one leave year to the next will be 240 hours. On a case-by-case basis and on approval by the Force Support Squadron Commander or Deputy Director, employees may carry leave in excess of 240 forward into the next leave year. In order to carry over annual leave in excess of 240 hours, the employee must have requested annual leave early enough in the leave year to allow for appropriate scheduling and circumstances precluding its use before the end of the leave year are beyond the control of management and/or the employee. Any amount of excess leave carried into the next leave year is used within the first 19 pay periods of the leave year or forfeited.

Section 2. Annual Leave.

- a. Scheduled Annual Leave. The supervisor will establish projected annual leave schedules for regular employees before the end of January. Employees will submit their projected leave requests by 10 January of each year. The employer will tentatively approve/disapprove the projected leave schedule by 31 January of each year and notify the employees. Any dispute between employees desiring the same time will be first addressed and resolved by the employees concerned, if possible. Otherwise, supervisors will make their tentative approval/disapproval

between equally qualified employees, considering seniority and previously approved leave requests. Employees who are hired/converted to regular status after 31 January will not have preference over that years projected leave schedule.

- b. Once the annual leave schedule is complete, future leave requests will be considered on a first requested – first approved basis. Normally, annual leave requests made in advance, including the projected leave schedule, are approved or disapproved within 30 calendar days of the requested time off. However, the employer may deny or cancel approved leave based on rare circumstances involving manning shortages. When confronted with a denial of previously approved leave, the employee should make their supervisor aware of any personal financial obligation or hardship so that management may consider any alternatives. If the denial does cause a personal financial obligation that cannot be mitigated by the employee, the employee may file a grievance and request reimbursement as a remedy.
- c. Emergency Annual Leave. Emergency annual leave is recognized by the parties as those situations which are emergencies in nature and where the employee could not reasonably foresee the need for the absence. The employee should request leave from the supervisor as soon as the emergency becomes known. For circumstances which are urgent in nature but are not viewed as "emergencies", employees must request the leave from their supervisor prior to the shift concerned. If the supervisor or other appropriate management official cannot be reached, the employee should leave a message with another appropriate management official or, if unavailable, leave a message at the main number of their activity. Messages must include the type of leave being requested and a phone number where the employee can be reached. Upon request of the supervisor, the employee must provide enough information about the emergency or urgency for the supervisor to make a determination regarding the amount of leave requested. The employee must follow the supervisor's instructions regarding any procedures for follow-up.
- d. Advance Annual Leave. Under normal circumstances, advance of annual leave is not granted. However, if circumstances warrant, regular employees may be granted an advance equal to all annual leave they will accumulate in the current leave year. The supervisor must believe there is reasonable assurance that the employee will be in a duty status long enough to earn the advanced leave.
- e. Unscheduled Annual Leave. Unscheduled Annual Leave is leave requested during a period where a work schedule is already posted. The supervisor will review all requests for unscheduled annual leave and if denied, will provide the employee with the reason. Supervisors will decide on the leave requested before the leave is to start. Normally, the supervisor will take no more than five calendar days after receipt of the request to approve it or disapprove it.

Section 3. Sick Leave.

- a. Sick leave may be used when the employee is incapacitated from performing work due to illness or injury or for doctor's appointments and written doctor's orders. Light duty may be made available to an employee who is unable to perform their regular duties but who could perform other tasks within the doctor's limitations. For the purposes of this agreement, sick leave is considered a confidential matter and the purpose of an employee's use of sick leave will not be publicized or otherwise discussed with other employees by management unless the person receiving the information has a specific business based need to know. Should an employee wish management to convey any specifics or the purpose for their use of sick leave, they will put such requests in writing or notify other employees themselves.
- b. Sick leave of more than three (3) consecutive workdays should be supported by a medical certificate. The employee's own certification may be accepted by the supervisor as satisfactory evidence of incapacitation for duty if the employee was not attended by a physician.
- c. A medical certificate or equivalent is not required for a sick leave period of three consecutive work days or less unless an employee has been advised in writing of such requirement. Any such notice will be preceded by a formal counseling session in which the employee is advised of the specific reasons why sick leave misuse is suspected and what actions may be taken if no improvement is shown. All written notices shall explain in detail why the requirement has been established and what actions must be taken in order to get it removed. In all cases, the written notice shall be reviewed with the employee no later than 6 months afterward. If no sick leave misuse is shown during the six month period, the requirement shall be removed and the notice removed from all records. If for any reason the notice is continued, the employee will be notified in writing of the reason for the continuance. Use of all available leave or absence on approved leave on many occasions does not in itself constitute misuse of sick leave. A written application for sick leave (SF 71) is required for absences for more than 3 days and will be filed within 2 days after the employee's return to duty. This application will be supported by a medical certificate or other evidence administratively acceptable, e.g., where a doctor is not available or where the employee's illness does not require a doctor, proper certification by the employee on SF 71 will be accepted instead. Medical certificates or other evidence of illness which may be required will be submitted within 15 days after the employee's return to duty.
- d. Employees must request sick leave by contacting the immediate supervisor or, if unavailable, another identified official. If possible, such requests will be made by telephone prior to the beginning of the shift to allow for work coverage. If the employee is unable to reach the identified official, they must leave a message requesting leave at the main number of their work facility and provide a phone number where they may be reached.
- e. Whenever possible, employees are expected to schedule sick leave for routine medical appointments in advance using OPM Form 71.

- f. Except in cases of serious illness or disability, advanced sick leave is not granted. In cases of serious illness or disability, regular employees may request advance sick leave of up to thirty (30) days. Such requests will be submitted to their supervisor using the OPM Form 71 and are subject to final approval/disapproval of higher authority in the employee's line of supervision. In requests of this type, the employee must furnish sufficient medical evidence regarding the illness and the prognosis, so that the supervisor may evaluate whether it is likely that the employee will be able to return to duty and repay the advance sick leave.
- g. Special Use of Sick Leave:
- (1) Sick leave may be used in accordance with the FMLA.
 - (2) Sick leave may be used to care for family members, under the following procedures, which are similar to the Family Friendly Leave Act procedures applicable to appropriated fund employees:
 - (a) To provide care for a family member as a result of physical or mental illness; injury; pregnancy; childbirth; or medical, dental, or optical examination or treatment. Family member is defined as: spouse and parents thereof; children including adopted children and spouses thereof; parents; brothers and sisters and spouses thereof; and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship. Use of sick leave for this purpose if for three days or less does not require any written substantiation or documentation. Employees must request "advance" approval for sick leave used for these reasons to the maximum extent possible.
 - (b) In any one leave year, a full-time employee may use a total of up to 40 hours of accrued sick leave without further regard to his or her sick leave balance. In the case of a part-time employee or an employee with an uncommon tour of duty, the employee may use the average number of hours in his or her regularly scheduled administrative workweek.
 - (c) In any one leave year, a full time employee may use more than 40 hours of his or her accrued and accumulated sick leave up to a maximum of 12 weeks of sick leave only if he or she maintains a sick leave balance of at least 80 hours. In the case of a part time employee or an employee with an uncommon tour of duty, the employee may use more than 40 hours of his or her accrued and accumulated sick leave up to a maximum of 12 weeks of sick leave only if he or she maintains a sick leave balance of at least two times the average number of hours in his or her regularly scheduled administrative workweek. The average number of hours will be calculated using the previous 26 pay periods. An employee must maintain their required balance during any

period of time of which the employee is using more than his or her basic entitlement to sick leave. The basic entitlement for sick leave is 40 hours or the equivalent for employees who are not full time.

- (d) Employees may also use sick leave to make arrangements for a funeral and/or to attend the funeral of a family member. For this purpose, family member is the same as defined above. The same rules concerning maintaining a sick leave balance apply to the use of funeral or bereavement leave.

Section 4. Leave Without Pay (LWOP). Regular employees may request LWOP. OPM Form 71 must be submitted to request LWOP. Employees who do not earn or accrue leave may request excusal from work on a "leave without pay" basis, subject to the approval of their supervisor as circumstances permit. Regular employees may request and be granted up to twelve (12) weeks of paid or unpaid absence each year under provisions of the Family Medical Leave Act (PL 103-3) and its implementing guidelines.

Section 5. Voluntary Leave Transfer Program. Regular employees may file an application to be a leave recipient under the Employer's leave transfer program. The Employer agrees to process these requests in accordance with governing directives.

Section 6. Other Leave.

- a. Court leave is an authorized absence from duty without loss of pay or charge to annual leave to perform jury duty in a federal, state, or municipal court or to serve in an unofficial capacity as a witness on behalf of the U.S. Government, the District of Columbia, or state or local government. All regular employees are eligible for court leave.
- b. Jury Duty: When an employee is not compensated by the court, other than for travel and parking, the employee will be considered to have worked their shift and will not have to report to work, unless they are released from jury duty with two (2) hours of scheduled work remaining on their shift after travel time.
- c. Voting and Registration: Employees whose voting residence is within commuting distance of the station and whose hours of work do not allow for three (3) hours for voting either before or after their regular hours of work, may be granted an amount of excused time which will permit them to report to work three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever requires the lesser amount of time. Employees whose voting place is beyond commuting distance and vote by absentee ballot is not permitted, may be granted excused absence (not to exceed one work day) to allow the employee to make the trip to the voting place to cast a ballot. If more than 1 work day is needed, the employee may request annual leave or leave without pay for the additional period of absence. Employees who vote in jurisdictions which require registration in person will be granted excused time to register on substantially the same basis as for voting, except that no time will be granted if registration can be accomplished on a non-workday and the place of registration is within a

reasonable one-day trip travel distance of the employee's place of residence.

- d. **Administrative Leave:** The employer controls and may place regular employees on administrative leave for various administrative reasons. It is understood that administrative leave places the employee in a paid absence status in regards to their regular work schedule and is for such duration as determined by the employer. The employer may call the employee back to work at any time while on administrative leave provided the time is within the employee's regular assigned work schedule and the employee can reasonably be expected to arrive at work within enough time to be gainfully employed. Once an employee who is on administrative leave is called back to work, the employee may request and be granted annual leave for any of the remaining time related to their normal duty day. It is understood that the Employer has discretion to grant or deny such requests under the terms of Unscheduled Annual Leave in Section 2. e. of this Article.

- e. **Blood Donation:** Duty time to donate blood is designed for an employee whose work schedule would otherwise prevent them from donating. If the employee is not otherwise compensated for donating blood and work requirements permit, the supervisor may authorize up to four (4) hours of duty time for regular employee to donate blood provided the employee is otherwise in a duty status.

ARTICLE 23
HOLIDAYS

Section 1. The following are observed as paid legal holidays:

- a. **New Years Day**
- b. **Martin Luther King's Birthday**
- c. **President's Day**
- d. **Memorial Day**
- e. **Independence Day**
- f. **Labor Day**
- g. **Columbus Day**
- h. **Veterans Day**
- i. **Thanksgiving Day**
- j. **Christmas Day**
- k. Any other day proclaimed by Federal Law or Executive Order

Section 2. Eligible Regular employees are authorized time off, with pay, on observed paid legal holidays or a day in-lieu-of the holiday when possible. Their work schedules will not be changed solely to avoid holiday pay. If they work on an observed holiday they will be paid both their regular pay and holiday premium pay (the equivalent of double time) for up to 8 hours of non-overtime work. Overtime work on observed holidays is paid at the same rate as overtime for work on other days.

Section 3. Flexible employees have no entitlement to holiday pay or holiday premium pay. If a flexible employee works on an observed holiday, they are paid regular pay.

ARTICLE 24 DISCIPLINE

Section 1.

Disciplinary action is meant to assist the employee-employer relationship and to correct and improve employee performance, conduct or behavior. Disciplinary actions will be taken only for just and sufficient cause due to misconduct personally attributable to the employee and will be applied in a fair, equitable and consistent manner.

a. Disciplinary actions include:

1. Oral admonishment;
2. Memorandum of reprimand;
3. Termination;
4. Suspension (regular employees only);
5. Removal; and
6. In some cases a demotion (reduction in grade or pay band).

Note: Counseling, letters of warning, etc. are designed to praise, warn, guide and advise employees and are not to be confused with discipline.

b. With the exception of oral admonishments, an employee considered for discipline will be given an advanced written proposal stating the reasons for the proposed discipline and will be afforded an opportunity to reply orally, in writing, or both. The employee has the right to the assistance of and to be accompanied by a designated representative of their choosing when responding to proposed discipline.

c. Typically, management applies the least amount of discipline necessary to correct a problem and use progressive discipline starting with oral admonishment, reprimand, short term suspension, long term suspension and then removal however, starting with a more severe discipline such as a reprimand or short term suspension may be necessary in some instances.

d. The Employer, in support of constructive discipline, will consider the relevance and freshness of previous disciplinary actions..

Section 2. Where an employee is subject to discipline, the Employer will take prompt action under the circumstances of the case after receiving a report of such misconduct. The Employer will administer disciplinary actions and negative counseling/warnings to employees in private.

- a. Absent a Commander Directed Investigation (CDI), with a notification letter and appointee from the commander with the authority to call such an investigation, notices of proposed disciplinary action will be delivered to the employee in a reasonable amount of time and no later than 30 calendar days following the event which caused the action to be proposed or when management became aware of the event. Employees will be allowed fourteen (14) calendar days to prepare a response to a proposed disciplinary action. A copy of all material relied on to support the proposed action may be requested from the HRO. Absent extenuating circumstances, notices of decision to discipline will normally be delivered to the employee within 30 calendar days following the employee's reply period.
- b. Notices of disciplinary action will include a statement that the employee has the right to file a grievance under this Collective Bargaining Agreement (CBA), to a reasonable amount of administrative time to meet with the Union over the matter, and the Union's phone number and building number.

Section 3. Investigative Interviews (Weingarten): When the employer conducts an investigative interview (seeks information from the employee) and the employee reasonably believes that the interview may result in disciplinary action against them; they are entitled to a Union representative, upon request.

Section 4. The Employer agrees to follow the agency regulations concerning disciplinary actions and procedures for Flexible employees. However, a Flexible employee who has successfully completed their probationary period may be considered for discipline in lieu of adverse action. It is understood that the negotiated grievance procedure is available to all bargaining employees to include arbitration as determined by the Union.

ARTICLE 25
BUSINESS BASED ACTIONS (BBA)/REDUCTION-IN-FORCE (RIF)

Section 1. When one (1) or more unit employees are identified to be reduced in grade or separated by Business Based Action/Reduction in Force (BBA/RIF), or otherwise adversely impacted by the use of BBA/RIF procedures, the Employer will give the Union a reasonable amount of prior notice. Such notice will include:

- a. The reason for the BBA/RIF;
- b. The number, type, grade and name(s) of employees involved; and
- c. The anticipated effective date of the action.

Section 2. When possible, the Employer will provide a written notice to each Regular employee no less than thirty (30) calendar days prior to the effective date of separation actions or no less than seven (7) calendar days prior to the effective date for non-separation actions. Flexible employees will receive no less than seven (7) calendar days notice prior to the effective date for separation actions and no less than twenty-four (24) hours notice prior to the effective date for non-separation actions. The separation notice will state what action is being taken, the effective date of the action, grievance rights, and time limits on such grievances.

Section 3. In the event of a BBA/RIF action, where feasible, the Reemployment Priority List will be used to fill existing vacancies and to place employees in continuing positions for which they qualify.

Section 4. The ranking process, as described in the Employer regulations, takes into account employee categories, performance ratings, and Service Computation Date for RIF. Performance ratings are based on the total score of the work behavior elements on the AF Form 3527. For this purpose of ranking, the performance rating is defined as an average of the last two years scores. If the average includes a fraction, the score is rounded up.

Section 5. Employees affected by BBA/RIF are allowed a reasonable amount of administrative time to review their Official Personnel File and attend job interviews for Agency Positions within the NAFI.

ARTICLE 26
GRIEVANCE PROCEDURES

Section 1.

- a. The purpose of this Article is to provide a procedure for the consideration and resolution of grievances. The procedure as stated herein will be the exclusive procedure available to the Union, Management, and the employees in the unit for resolving grievances.
- b. The parties recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner that will maintain the self-respect of the employee and be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously whenever possible.
- c. The Union has a right to be represented in any discussion of a grievance between Management and employee(s).
- d. A grievance is defined as any complaint:
 1. By an employee concerning any matter relating to the employment of the employee;
 2. By the Union concerning any matter relating to the employment of employees;
 3. By the employee, the Union, or Management concerning the effect or interpretation or a claim of breach of any agreement or any supplement to this Agreement; or any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 2.

Excluded from coverage under this grievance procedure are matters concerning:

- a. Any claimed violation related to prohibited political activities;
- b. Retirement, life insurance or health insurance;
- c. Suspension or removal in the interest of national security;
- d. Any examination, certification or appointment;
- e. The classification of any position which does not result in the reduction in grade

or pay of an employee;

Section 3.

The following general standards and principles will be adhered to by employees, the Union, and Management:

- a. Employees, their representatives, and all other parties involved in the presentation of a grievance will be free from restraint, interference, coercion, discrimination or reprisal.
- b. Employees will be given a reasonable amount of duty time, only when they would otherwise be in their regularly scheduled duty status, for the purpose of preparing and presenting the grievance at each of the steps in the procedure, to include the arbitration hearing, if one is required.
- c. In the event either party should declare a grievance nongrievable or nonarbitrable, the original grievance will be considered amended to include this issue. The declaration that an issue is nongrievable or nonarbitrable will be in writing and will be presented to the grieving party ASAP, but NLT Step 2 of the employee grievance procedure or Step 1 of the Union/Management grievance procedure. Upon receipt of the written declaration, the grieving party may invoke binding arbitration with the grievability/arbitrability dispute as a threshold issue in the related grievance. Unless mutually agreed otherwise, any threshold issues will be submitted to the arbitrator for a decision along with the underlying grievance.
- d. All grievance decisions will be made as promptly as possible at each level of consideration described herein, will be in writing at all levels, and will include a statement of the basis for the decision.
- e. Time limits for responding to grievances may be extended by mutual agreement provided that the request for extension is presented prior to the expiration of the prescribed time limit. Absent mutual agreement for extending time limits within which a decision must be rendered, failure to meet the time limits will allow the grieving party to proceed to the next step.
- f. The grievant or his/her designated representative may terminate the grievance at any time prior to the arbitration hearing or final decision by Management, by giving written notice to the NAF Human Resources Office and the Union. Once the grievant or his/her designated representative terminates the grievance, the grievance is discontinued.
- g. It is agreed that Alternate Dispute Resolution (ADR) is a recommended informal dispute resolution process and may be requested by either party at any time

during the grievance procedure. Participation in ADR by any party is entirely voluntary. In grievances where the parties agree to use the ADR, the time limits will be suspended until the ADR process has concluded. If the matter is not resolved through ADR, the time limits will be re-imposed.

- h. Upon mutual agreement between Management and the Union, all grievances that are similar in nature, concerning matters that may affect more than one employee, will be processed as one grievance. The disposition of the grievance shall be binding on all of the other grievances in that group.
- i. The relief sought by the employee in a grievance must be personal to the employee (i.e., an employee may not seek to have another individual penalized or rewarded through the grievance procedure).
- j. Arbitration for employee and Union initiated grievances may be invoked only by the Union. Arbitration for Management initiated grievance may be invoked only by the Employer.
- k. In removal or suspension cases, the Union may elect to bypass Steps 1 and 2 of the grievance procedure and take the issue directly to binding arbitration.
- l. Failure to meet the time limits for the initial filing of a grievance as specified herein may result in denial of the grievance as untimely.
- m. Evidence and supporting documentation which is relevant to the resolution of the grievance may be introduced at any step of this negotiated grievance procedure. However, the subject at issue in the grievance will be consistent at all steps of the grievance procedure. This includes, but is not limited to, both the oral and written presentation of facts.
- n. Allegations of discrimination should be addressed using the Equal Employment Opportunity Complaint Process.

Section 4.

- a. The following procedures are required for the resolution of employee grievances. Failure on the employee's part to adhere to the requirements as specified in any of the following steps of the grievance procedure may result in forfeiture of the grievance. Grievances should identify the following information:
 - 1. Identification as to the appropriate step of the grievance procedure;
 - 2. The grievant(s) name, duty title, organizational address, and duty telephone number;
 - 3. The nature of the grievance, including, if known, the identification of any provision(s) of this agreement alleged to have been violated and, the provision(s) of any law, rule and/or regulation affecting conditions of

employment alleged to have been violated;

4. The remedial action desired;
 5. The name, organization address, and duty telephone number of the designated representative, if any.
- b. **Step 1** Grievances must be presented by the employee and/or their designated representative, in writing, to the second level supervisor within 30 calendar days after either:
1. Receipt of the notice of action, if applicable; or
 2. The date the incident occurred; or
 3. The date the grievant became aware or should have reasonably been expected to be aware of the incident that gave rise to the grievance, whichever came first.

Note: The appropriate management official at this step will discuss the matter with the grievant and/or the designated representative within 14 calendar days after receipt of the written grievance. This same management official will notify the grievant and/or the designated representative in writing of the decision as soon as practicable, but not later than 14 calendar days after the meeting. In instances of grievances concerning suspensions or removals, the grievance will be processed under this procedure beginning with the first level of Management above the supervisor who proposed the action.

- c. **Step 2** If the grievant is not satisfied with the Step 1 decision and wants to pursue the matter further, they may invoke further consideration of the grievance by the flight chief/commander. The grievance will go to the squadron deputy commander if the flight chief/commander is the second level supervisor and the flight chief/commander is not the proposing or deciding official in a disciplinary action. The Step 2 grievance must be in writing and submitted within 14 calendar days after receipt of the Step 1 decision. Such requests must also include information on the grievant's prior attempts to resolve the subject at issue. The flight chief/commander or deputy commander will meet with the grievant and their representative within 14 calendar days after receipt of the Step 2 grievance. The flight chief/commander or deputy commander will notify the grievant and/or the designated representative in writing of the decision as soon as practicable, but not later than 14 calendar days after the meeting. If that flight chief/commander or deputy commander is the Step 1 deciding official, then the grievance identified as Step 2 will be submitted in writing to the next higher level of management.
- d. **Step 3** If the grievance cannot be resolved to the grievant's satisfaction at Step 2, the Union may invoke binding arbitration to resolve the matter. A written notification of the desire to invoke binding arbitration must be forwarded to the NAF Human Resources Officer or designee within 30 calendar days following

employee's receipt of the Step 2 decision.

- e. **Optional Step 3** If the grievant is not satisfied with the Step 2 decision and the Union does not choose to invoke arbitration, the grievant may request that the squadron commander review and decide this issue. The request for such review and decision must be in writing and forwarded to the Human Resources Officer or designee within 30 calendar days following the employee's receipt of the Step 2 decision. Upon request, the Union will be allowed the opportunity to review and/or comment on the material used by the commander in deciding the case prior to issuance of the decision. This same commander/management official will furnish the decision, including statement of the basis for the decision, to the employee and any designated representative within 45 calendar days following receipt of the employee's request. This decision will be final. If that squadron commander is the Step 2 deciding official, then the grievance identified as Step 3 will be submitted in writing to the next higher level of management

Section 5.

The following procedures are required for the resolution of Union or Management grievances:

- a. **Step 1** - Union grievances will be filed with the NAF Labor Relations Specialist or designee. Management grievances will be filed with the Local President or designee. These grievances must be filed within 30 calendar days after the date the incident occurred or after the date the grieving party became aware or should have reasonably been expected to be aware of the incident that gave rise to the grievance, whichever came first. At a minimum, the grievance letter will indicate the nature of the grievance and the remedy desired. Should either party desire a meeting to discuss the grievance, the moving party will ask the other party to meet within 14 calendar days after receipt of the grievance to discuss the grievance; this meeting is not mandatory. The party filing the grievance will be furnished a written decision by the other party within 14 calendar days from the date of receipt of the grievance or as mutually agreed if there is an agreement to have a meeting.
- b. **Step 2** - If the aggrieved party is dissatisfied with the decision and desires to submit the grievance to arbitration, written notification of the desire to invoke binding arbitration must be forwarded to the other party within 30 calendar days following the date of receipt of the Step 1 decision.

ARTICLE 27 ARBITRATION

Section 1. Within ten (10) calendar days from the date arbitration is invoked, the Parties shall request the Federal Mediation and Conciliation Service (FMCS) to provide a list of arbitrators. The parties will take turns securing and paying for lists of arbitrators from the FMCS. Only “metropolitan” lists of arbitrators will be requested from the FMCS. Upon mutual agreement of the parties, a second list of arbitrators may be requested. The second request must be made within 10 calendar days from the date of receipt of the initial list of Arbitrators. Unless otherwise agreed, the cost of the second list will be borne by the requesting party. Absent the cooperation of both parties, either Party may unilaterally proceed with the Arbitration process.

Section 2. The Parties agree to share equally all costs of arbitration to the extent permissible by law and/or regulation. However, in extraordinary situations a grieving party may request an arbitrator to order the other party to pay all arbitration costs due to continual contractual violations of the same nature (e.g. previously adjudicated same issue). Where requested by the arbitrator, or mutually agreed to by the Parties, the cost of a transcript shall be borne equally by the Parties. Absent mutual agreement, either Party may unilaterally request and shall bare the cost of a transcript. The declining party waives any and all rights to the transcript obtained at the expense of the other party, unless the declining party agrees to pay its share of the cost. The arbitration hearing will be held, if possible, on the Employer's premises during normal duty hours. Employees who are currently on the rolls and required to participate in the hearing shall be in a paid duty status.

Section 3. The arbitrator will be requested to render a decision as quickly as possible, but not later than thirty (30) calendar days after the conclusion of the hearing or after receipt of the official transcript when one is taken unless the Parties mutually agree with the Arbitrator to extend the time limits.

Section 4.

a. Representatives of the Parties shall coordinate to select an arbitrator within ten (10) calendar days of receipt of the list of arbitrators from FMCS. The Parties shall alternately strike one arbitrator's name from the list until only one name remains. The last remaining name shall be the duly selected arbitrator. The initial strike shall be alternated between the parties or a flip of a coin when it the previous initial strike is unknown.

b. Arrangements for the hearing should be made jointly by representatives of the Parties. Every effort shall be made to schedule arbitration hearings within sixty (60) calendar days of notification by the selected arbitrator of their availability.

c. The arbitrator shall have the authority to make all grievability and/or arbitrability determinations. Unless otherwise mutually agreed to by the Parties.

- (1) The order of proceedings will be determined by the arbitrator.
 - (2) The arbitrator's authority is limited to deciding only the issue or issues in question relating to the formal grievance. If the Parties fail to frame the issue for arbitration, then each shall submit a separate statement of the issue to the arbitrator and the arbitrator shall determine the issue or issues to be heard. However, any issue should be germane to the issues raised in the grievance.
 - (3) The parties agree that the issue(s) to be arbitrated will be consistent with those issue(s) presented during the grievance procedure. This does not preclude the parties from introducing any background material they feel to be relevant to the issue in dispute. It is agreed that the arbitrator will not change, modify, alter, delete or add to the provisions of this Agreement as such right is the sole prerogative of the parties to this Agreement. Furthermore, the arbitrator will not change, modify, alter, delete, or add to the provisions of any law, rule or regulation. The arbitrator shall confine his/her award to the issue(s) stipulated at the hearing and will not have authority to make a decision on any issue(s) not so stipulated.
 - (4) The arbitrator's award shall be binding on the Parties and implemented upon receipt; subject to exceptions filed with the Federal Labor Relations Authority (FLRA).
 - (5) If an employee as a prevailing party, on the basis of a timely appeal or an administrative determination, is found by appropriate authority under applicable law, rule regulation, or this collective bargaining agreement, to have been affected by an unjustified or unwarranted personnel action, which has resulted in the withdrawal or reduction of all or part of the pay, allowances, and/or differentials of the employee, upon correction of the unjustified or unwarranted personnel action, the employee may be granted the following:
 - a. An amount equal to all or any part of the pay, allowances, and/or differentials, as applicable, which the employee normally would have earned or received during the associated period(s) if the personnel action had not occurred, less any amounts earned by the employee through other employment during that period; and reasonable attorney fees as determined by an arbiter or judge.
 - b. In the interest of justice, reasonable attorney fees as determined by an arbiter or judge.
- d. It is understood that witnesses may be necessary at arbitration hearings. Employees providing testimony at arbitration hearings arising under this Article will be in a paid duty status and excused from duty to provide such testimony. Such employees shall not suffer any loss of pay or benefits. In order to provide for witness availability, the Employer must receive a list of proposed witnesses from the Union, in writing, at least seven (7) calendar days prior to the scheduled arbitration hearing date. Such

witnesses will be provided a reasonable amount of duty time to prepare for the arbitration.

ARTICLE 28
ALTERNATE DISPUTE RESOLUTION

Section 1. The Parties may agree to use a variety of Alternate Dispute Resolution procedures to try to resolve selected problems which will occur in the day to day relationship of the parties. Either Party may request the use of ADR to resolve issues such as grievances or discrimination complaints. Time limits of the grievance procedure will be extended when the Parties elect to use ADR.

Section 2. The goal of ADR is to resolve problems promptly, in a WIN/WIN manner. No fault settlements may be appropriate to craft effective solutions, without allocating blame, which will contribute to improved relations between the Parties.

Section 3. In select appropriate cases, the ADR process is also available to resolve disputes and problems that are between one employee and another. It is understood that these disputes are not grievances and any settlement of such disputes may be accomplished with or without Union representation at the meetings, provided no other employees' or Union rights are affected by such settlements. Furthermore, the employees may keep their problem/resolution confidential as determined by the employees concerned. It is understood that mediated settlements between one employee and another do not create precedent and cannot be contrary to, supersede, or circumvent the terms of any Agreement between the Parties or otherwise dictate matters or conditions over which the employees do not have the authority to act. Where such assistance or intervention by the Employer is desired, the settlement should state that such assistance was sought by the employees.

ARTICLE 29 CONTRACTING OUT

Section 1. The Employer will notify the Union in advance of its intent to solicit bids for work that could result in a Business Based Action (BBA)/Reduction In Force (RIF). Advance notification will provide the Union with the reason(s) for the action and the opportunity to respond.

Section 2. The Employer will take appropriate steps to minimize the adverse impact on employees whose functions have been contracted out, as provided in BBA/RIF provisions of this agreement.

Section 3. The Employer will abide by all applicable laws, rules, and regulations concerning contracting out. However, to the extent OMB Circular A-76 may apply to NAF organizations, any dispute over the application of OMB Circular A-76 may not be grieved through the negotiated grievance procedure.

ARTICLE 30 WAGE SURVEYS

Section 1. The Employer shall notify the Union as soon as practical after receipt of information as to the tentative and/or actual start dates of a wage survey. Upon request, the Employer will provide the Union the list of jobs surveyed over the last two years. The Union may submit recommendations for additions and/or deletions of establishments and/or jobs on the list for the upcoming survey.

Section 2. The Union may nominate bargaining unit employees as participant(s) in the Wage Survey. Nominations should be provided to the NAF HRO, or designee, in writing, at least 30 calendar days prior to the beginning of the Wage Survey. Employee(s) selected and approved to participate in the Wage Survey will be provided duty time for participation and to attend training required by the Department of Defense Wage Fixing Authority.

ARTICLE 31 INCENTIVE AWARDS

Section 1. The Employer and the Union agree that recognition may be granted to an employee who, by their own efforts, initiative, and industry contributes considerably more to the operation than would normally be expected. Awards will be recommended and granted in a fair, equitable, consistent, and objective manner without discrimination of any kind. Absent disciplinary problems within the rating cycle, the same rating should merit the same award.

Section 2. The Employer and the Union agree that the following are the types of incentive awards available to employees:

- a. Performance award: Given to employees to recognize outstanding performance of a continuing nature.
- b. Special Act or Service award: Given to an employee for specific events that result in unique contribution to the organization above and beyond the scope of assigned duties.
- c. On the Spot Cash award: Given to an employee for a specific event or situation that resulted in a unique contribution to the activity or organization.
- d. Length of service award: Given in recognition to employees who have 5,10, 20, 30, 40 or 50 years of creditable service.
- e. Honorary award: Given to NAF employees in accordance with AFI 36-1001.
- f. NAF Flight or Services Programs: Each NAF flight is encouraged to establish specific employee recognition programs, i.e., employee of the month, quarter, or year, etc. When funds are available, they may be used to support these programs.
- g. Suggestion program: Employees are encouraged to suggest improvements that result in tangible and intangible benefits to the activity. Formal consideration for suggestions should be coordinated through the IDEA program manager. Certificates approved through the IDEA program will be recorded in the AF Form 971 file for each recipient.
- h. Time-off awards: Time-off from duty without loss of pay or charge to leave for a superior accomplishment or other personal effort that contributes to the quality, efficiency, or economy of Government operations.

ARTICLE 32
UNION REQUESTS FOR INFORMATION

As required by law, 5 USC 7114, the Employer will cooperate in providing information or data to the Union which is reasonably available and necessary for the Union to carry out its representational duties. Requests for information will be made to the NAF Labor Relations Specialist, or designee. Management will furnish data in a reasonably timely manner. Neither party is waiving any rights under the statute.

ARTICLE 33
SMOKING POLICY

Section 1. The Parties will comply with any negotiated Air Force Instructions and the DOD Instructions on Smoking that are in effect at the time this contract is approved. Outdoors smoking areas should be reasonably accessible to employees and provide a measure of protection from the elements.

Section 2. Employees will be provided the opportunity to participate in the Employer's smoking cessation classes, at no cost to the employee. Medications and/or cessation devices are the sole responsibility of the employee.

ARTICLE 34

CHILD DEVELOPMENT CENTER (CDC) AND YOUTH CENTER (YC) PERSONNEL

Section 1. The parties recognize that the CDC and YC have unique missions. The parties agree that this Article covers the specific issues identified below and upon request will bargain over any other matter not otherwise expressly contained in this agreement.

Section 2. Management fills CY-02 and above positions at the full performance level when qualified applicants are available. Applicants must meet the qualification requirements of the position. When there are no qualified applicants at the CY-02 level, supervisors may fill a developmental CY-01 entry level position that is targeted to the CY-02 target level. The CY-01 entry-level employee is trained and non-competitively reassigned within two pay periods of meeting the qualifications of a CY-02 position. To meet the qualifications, a CY-01 employee must first successfully complete all 15 VLS Training Modules. Upon completion of a minimum of 3 modules and a minimum of 6 months continuous CY employment, the employee will be non-competitively reassigned to a CY-01 Intermediate level position, with a pay raise. Upon completion of all 15 VLS training modules and a minimum of 12 months continuous CY employment, the employee will be non-competitively promoted to the Target level CY-02 position, with a pay raise.

Section 3. All CY employees who are in developmental positions shall receive administrative time to complete their modules. Training will be accomplished in a fair and equitable basis among all developmental employees. Upon return, bargaining unit employees of the CDC may request for reassignment to the room that they vacated for authorized educational purposes.

Section 4.

Projected work schedules will be posted 7 calendar days in advance of the scheduled work period.

- a. When making changes to regular employees' work schedules, and staff substitutions, management will consider employees experience related to the established job requirements in the position descriptions to provide experienced and stable environments that support accreditation guidelines. Management will make every effort to provide employees with advance notice of any changes, preferably 24 hours or more when possible. When all things are equal and there are multiple employees eligible for a schedule, the most senior employee will have first choice and each subsequent senior employee thereafter. Inverse seniority will be used if there are no volunteers. However, it is understood that employees hired or transferred to the Luke AFB CDC after January 1, 2017 of this agreement may be subject to schedule rotations.

- b. Regular employees who work in the CDC may volunteer for schedule changes. Employees will make the request to their respective supervisor for consideration. Management will provide a response to the employee within 7 work days.
- c. When there is a vacancy in a particular classroom, this includes new room assignments, and placement of a NAF bargaining unit employee becomes required, management will post the opening(s) for on the bulletin board. When all things are equal and there are multiple employees eligible for a position, the most senior employee will have first choice and each subsequent senior employee thereafter. Inverse seniority will be used if there are no volunteers.
- d. When an Employee identifies behavioral problems or claims physical abuse from a child, management will investigate the claim to determine an appropriate course of action. The Union will be provided notice of any claims physical abuse simultaneous to the beginning of any such investigation.
- e. Employees will have accessibility to lockable lockers in the current designated location where they can store and secure personal items. Locker assignments will be accomplished based on seniority. Subsequent, vacated locker selection will be based on seniority.

ARTICLE 35
SUPPLEMENTATION OF AGREEMENT

Section 1. Subjects covered by this agreement may be reopened for the purpose of negotiating a supplement only by mutual agreement of the Parties. The Party requesting to readdress a subject must make its request in writing, stipulating the reasons that make an adjustment necessary. The request must contain the Articles and/or issues involved. If it is mutually agreed and legally permissible to readdress the subject matter, negotiations will begin within 30 days of the date of the request. All bargaining proposals must be germane to the reasons stipulated and/or Articles/Issues involved in the request to reopen.

Section 2. Supplements or other types of amendments to this agreement such as (MOUs; MOAs etc.) that are entered into by the Parties shall become a part of and shall terminate at the same time as this agreement unless otherwise deliberately agreed to, in writing, by both parties.

Section 3. Matters “expressly contained” in this Agreement will be considered as meeting the first prong of the FLRA “covered by” doctrine. Normally, the parties will not use the “inseparably bound up with the agreement” argument as a covered by defense. However, this does not preclude either party from providing evidence to the FLRA that the matter is inseparably bound up by this agreement.

Section 1. This Agreement becomes effective within 30 days from the date the agreement is executed subject to the provisions of 5 USC Chapter 71 and any other applicable law, rule or regulation, and shall remain in effect for three years from the date identified on the signature page of the contract.

Section 2. Following the initial term of three (3) years cited in Section 1, and subject to Agency Head Review (5USC§7114(c)(3)) thereafter for the purpose of bringing the agreement in compliance with changes in the law and government-wide regulations, this Agreement shall renew for succeeding periods of one (1) year unless either party gives written notice of its intent to terminate or modify the Agreement. Such notice will be no more than 90 and no less than 30 calendar days prior to each terminal date of this Agreement. Unless otherwise agreed, negotiations over a successor Agreement shall begin no later than 60 days calendar days after the above conditions are met. The terms of this agreement will remain in full force and effect during its renegotiation as past practices.

Signed this ____ day of June 2018, at Luke Air Force Base, Arizona.

Brigadier General, USAF
Commander, 56th Fighter Wing

Union President
AFGE AFL-CIO Local 1547

Negotiating Teams

For Management

For the Union

Approved and ratified by the AFGE members on February 9, 2018.

Approved by Department of Defense on May 17, 2018.