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*Note: Bold and Italicized verbiage indicates a correction based on the Memorandum of Agreement's dated 13 April 07, 2 July 07 and 22 October 07.*

## INTRODUCTION

The 37 th Mission Support Group, 37 th Services Division Non-Appropriated Fund Instrumentalities, Lackland Air Force Base and the American Federation of Government Employees (AFGE) Local 1367-NAF jointly enter into a new era of relationship and cooperation between Labor and NAF Management as Partners. This contract has been negotiated in the spirit of joint cooperation between the Employer and the Union jointly committed to the following purposes:

1. Promote fair and reasonable working conditions.
2. Promote improved operations of the NAFI and improved employee performance.
3. Promote the highest degree of morale and responsibility.
4. Promote the settlement of disputes involving conditions of employment between the parties at the lowest possible level.
5. Promote constructive employee-management cooperation between the parties.
6. Provide a safe and healthful work environment.
7. Promote the highest standards of employee performance.

## **PREAMBLE**

This agreement is made and entered into by and between the Commander, 37 th Mission Support Group (hereinafter referred to as the “Employer” or “Management,”) and American Federation of Government Employees, Local 1367 NAF (hereinafter referred to as the, “Union”) and collectively referred to as the “Parties.”

The Parties recognize that the public interest demands the highest standards of NAF employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the non-appropriated fund instrumentalities and the government.

The parties further agree that the participation of employees should be improved through the maintenance of constructive and cooperative relationships between the labor organization and NAF management officials. Subject to law and the paramount requirements of public service, effective Labor-Management relations within the Federal service require a clear statement of the respective rights and obligations of labor organizations and agency management.

# ARTICLE 1

## PARTIES TO THE AGREEMENT AND DEFINITION OF UNIT

1-1: This agreement is made and entered into by and between the Commander, 37 th Mission Support Group (hereinafter referred to as the “Employer” or “Management,”) and American Federation of Government Employees, Local 1367 NAF (hereinafter referred to as the, “Union”) and collectively referred to as the “Parties.”

1-2: The employer hereby recognizes the Union in accordance with the provisions of Chapter 71 of Title 5 of the U.S.C. dated 4 June 2004, as the exclusive representative for:

**INCLUDED:** All non-appropriated fund (NAF) employees, employed under regular or flexible appointments, employed by Lackland Air Force Base, San Antonio, Texas.

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

1-3: Management officials and supervisors, Union officials and representatives, and employees in the Bargaining Unit, whether Union members or non-union members, are required to abide by the terms of this Agreement.

## ARTICLE 2

### LEGAL AND REGULATORY REQUIREMENTS EMPLOYER RIGHTS

2-1: In the administration of all matters covered by this agreement, the Employer, Union, and bargaining unit employees are governed by applicable existing or future laws, rules, and regulations of appropriate authorities, including certain policies set forth in 5 USC, 5 CFR, Office of Personnel Management's Operating Manuals, by published Department of Defense (DoD) or Air Force manuals, policies and procedures, regulations and instructions in existence at the time this agreement is approved; and by subsequently published DoD and Air Force manuals, policies and procedures, regulations and instructions..

2-2: The provisions of this Article apply to all future agreements between the Parties.

2-3: It is agreed and understood by both Parties that nothing in this agreement shall affect the authority of the Employer:

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

B. In accordance with applicable laws:

(1) To hire, assign, direct, layoff, and retain employees in the 37 MSG Services

Division Non-Appropriated Fund Instrumentalities, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which the 37 MSG, Services Division NAF operations shall be conducted;

(3) With respect to filling positions, to make selections for appointments from:

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

(b) Any other appropriate source; and

(4) To take whatever other actions may be necessary to carry out the Employer's mission during emergencies.

2-4: The Parties agree that the right to make rules, regulations, and policies will be considered acknowledged functions of the Employer. In making rules, regulations, and policies relating to personnel policies, practices and procedures, and matters of working conditions, the Employer recognizes its obligation to consult with the Union.

## ARTICLE 3

### EMPLOYEE RIGHTS AND OBLIGATIONS

3-1: The Parties agree that all Bargaining Unit employees shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization or to refrain from any such activity, except as expressly provided hereinafter and in Chapter 71 of 5 USC, and any other directives. The Employer and the Union shall take action consistent with laws as may be required, in order to assure the employees are informed of their rights described in this Article and that no interference, restraint, coercion, or discrimination is practiced to encourage or discourage membership in the Union.

3-2: Employees shall discharge their assigned duties conscientiously, in the most effective manner possible, and observe in spirit and action all laws and all regulations governing their employment. They are expected to conduct themselves in an acceptable manner at all times so that their employment reflects favorably on the Air Force and the public service.

3-3: An employee of the Bargaining Unit who is the subject of an examination or investigation by a supervisor or other representative of the Employer shall be given the opportunity to have representation *in accordance with Weingarten Rights (5 USC 7114(a)(2)(B))*:

a. The employee reasonably believes that the examination may result in disciplinary action against the employee, and

b. The employee requests representation during the examination. *Should such a request be made, questioning will be delayed to provide union representation, to the extent the delay does not impede the investigation or unduly delay it.*

3-4: The Parties recognize that employees shall have access to all rights, privileges and protections that are afforded by applicable laws, regulations and this Agreement, and encourage the exercise of such rights.

3-5: Employees are encouraged to confer with their immediate supervisor, other management officials, or the Human Resources Office, as appropriate, to discuss matters of concern to them, to secure information needed, or to resolve problems related to their NAF employment. Employees have the right to visit the Human Resource Office during duty hours to conduct official business. Employees may be released if the workload permits and approved by their supervisor.

3-6: Bargaining unit employees are expected to comply with the general dress and grooming standards to include specific dress and grooming standards required in their particular NAF Instrumentality.

3-7: Each employee may voluntarily join and pay dues to the Union. Nothing in this agreement shall require an employee to become or to remain a member of the Union, or to pay money to the Union except through his or her voluntary written authorization for payment of dues through payroll deduction or direct payment to the Union.

3-8: The Employer agrees to inform all bargaining unit employees of the right to Union representation under 5 USC 7114(a) (2) (B) annually.

3-9: Exclusive recognition of the Union does not preclude an employee in the bargaining unit, regardless of whether he or she is a member of the Union, from bringing matters of personal concern to the attention of appropriate officials under applicable law, rule, regulation, or established agency policy; from exercising appellate rights established by law or regulation, or from choosing his/her own representative in an appellate action. However, when pursuing a grievance under Article 9, the employee may be represented by the Union or may represent himself/herself. Bargaining unit employees may confer with the Union representative if they choose to do so. When an employee has designated the Union to represent him/her, using the grievance form attached to this agreement on an appropriate representational issue and the Employer has been provided a copy of the signed grievance form, the Employer will not bypass the Union to deal directly with the employee with respect to this issue.

3-10: The Employer recognizes an employee's right to assistance and representation by the Union, and the right to meet and confer with Union representatives in private during duty time, consistent with Article 6, Official Time.

3-11: The right to assist a labor organization extends to participation in the management of the labor organization, and acting for the labor organization in the capacity of a representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority. However, this does not authorize participation in the management of a labor organization, or acting as a representative of such an organization, when the participation or activity would result in a conflict, or apparent conflict of interest, or would otherwise be incompatible with any other law, rule, or regulation, or with the official duties of the employee.

3-12: Employees have the right to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this negotiated agreement.

3-13: 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 a violation of law, rule or regulation, or evidences mismanagement, a waste of funds, an abuse of authority, or danger to public or employee health and safety.

3-14: Counseling *may be used* to encourage an employee's improvement in areas of conduct and performance. It *may* not be viewed as disciplinary action. When it is determined that oral counseling is necessary, the counseling should be accomplished during a private interview with the concerned employee.

3-15: If there is to be more than one management official involved in a formal discussion with an employee concerning a grievance, personnel policies or practices or other general employment conditions, the employee, has the right to Union representation, if desired.

## **ARTICLE 4**

### **UNION RIGHTS AND OBLIGATIONS**

4-1: The Employer recognizes the Union is the exclusive representative of the employees in the bargaining unit and is entitled to act for and to negotiate agreements covering all NAF employees in the unit and is responsible for representing the interests of all such employees without discrimination and without regard to Union membership.

4-2: The Employer agrees to respect the rights of the Union and to meet jointly to negotiate with the Union to the extent required by law regarding implementation of any new policy or change in existing policy affecting employee conditions of employment.

4-3: The Union will provide an official letter designating Union officials, representatives and stewards and provide the letter to the NAF LRO/HRO who will communicate it to the NAF Managers and Supervisors for posting on employee bulletin boards within 30 days after receipt. Changes will be handled in the same manner.

4-4: Subject to applicable laws and regulations, the Employer recognizes the need for the Union to communicate directly with bargaining unit employees without interference, coercion, reprisal, or censorship. Such communication shall not interfere with the organization's ability to accomplish its mission or adversely affect the workplace.

4-5: Employer will provide notification as soon as practical to the union prior to initiating any survey applicable to bargaining unit employees.

4-6: When requested to represent an employee in a grievance, the Union agrees to assess the facts objectively and give the employee realistic counseling relative to the merits of his/her grievance, appeal, and/or EEO complaint. The Union will not encourage or abet an employee in prosecuting a grievance, appeal, and/or EEO complaint, which the Union recognizes to be invalid or frivolous and will encourage and assist employees to develop constructive self-discipline and to fulfill their responsibilities under this Article to the extent possible.

4-7: The Employer will notify the union as appropriate and both Parties agree to encourage and support organization-wide voluntary programs (e.g. Blood donor drives, CFC, etc). Contributions shall be on a voluntary basis.

4-8: The Union will be allowed to make a presentation of 10 minutes during each orientation session for new employees. The Employer will provide the Union with notice of scheduled orientations. If the Union official is a NAF employee making the presentation, official time will be allowed.



4-9: The union shall be given the opportunity to be represented at formal discussions between management and employees concerning grievances, personnel policies, and practices or other matters affecting the general working conditions of the employees in the Bargaining Unit. The right to be present does not extend to informal discussions with an employee.

4-10: The parties agree for information requests made by the Union the following applies:

- a. The Employer will provide a response in a timely manner to information request made by the Union. The Employer will provide an interim response within 10 work days, if a final response cannot be provided.
- b. When necessary and consistent with the Union's right to information under law, the Employer may sanitize employee data to protect individual privacy. Union representatives are responsible for maintaining the confidentiality of personal data made available to them under this provision. In protecting personal/personnel data, the Union will comply with the requirements of the Privacy Act.
- c. All information requests by the Union under 5 U.S.C. 7114 (b) (4) will be signed by the Union President or his/her designee and submitted to Lackland AFB LRO.

4-11: The Union President and NAF Vice President may request a meeting with the 37<sup>th</sup> Mission Support Group Commander through the NAF LRO/HRO. The purpose of the meeting will be addressed in the request.

## ARTICLE 5

### PAYROLL WITHHOLDING OF DUES

#### 5-1: Eligibility

Any NAFI employee who is a member of the Bargaining Unit and who is a member in good standing of the AFGE Local 1367-NAF, 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.
- b. Employee regularly has sufficient salary after other legal and required deductions to cover the amount of the authorized allotment. Such other legal and required deductions have priority over deductions for Union dues.
- c. The employee has not more than one (1) current allotment for the payment of dues to an employee organization.

#### 5-2: Procedures

- a. AFGE Local 1367-NAF will provide the NAF Payroll Office with an account number and the name and address of the bank to which the biweekly Electronic Fund Transfer (EFT) payment is to be deposited.
- b. AFGE Local 1367-NAF will obtain SF 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues, and distribute it to eligible employees desiring to authorize an allotment for withholding Union dues from their pay. The Union will inform each of its members of the voluntary nature of the authorization for this allotment as well as the provisions and the procedures for revoking an authorization.
- c. After completing Section B of the form, members must return it to AFGE Local 1367-NAF for insertion of the amount of the dues and certification that the employee is a member in good standing of AFGE Local 1367-NAF. AFGE Local 1367-NAF is responsible for assuring that individual members applying for dues withholding meet the eligibility criteria contained in 5-1 of this article.
- d. AFGE Local 1367-NAF is responsible for submitting and sending the completed SF 1187 to the NAF Labor Relations Officer who will forward it to the NAF Payroll Office after certifying the Bargaining Unit status of the employee. If it is determined the employee is not eligible to be a bargaining unit member, the NAF LRO will return the SF1187 to the union with a letter of explanation. Allotments will be effective on the first complete biweekly pay period after receipt by the NAF Payroll Office.

e. A biweekly electronic funds transfer (EFT) payment will be prepared by the appropriate NAF Accounting Office at the close of each pay period for which deductions are made. This payment will be for the total amount allotted for dues for that pay period. A remittance will be sent to the office of AFGE Local 1367-NAF with a listing of the names and amounts withheld. The list will also include the names of those employees for whom allotments have been stopped due to termination or insufficient earnings.

f. NAF Payroll will automatically terminate an allotment when the employee leaves the Bargaining Unit as a result of resignation, retirement, transfer, or other separation; reassignment, promotion (including temporary promotion to a supervisory position in excess of 30 days), or other personnel action.

g. AFGE Local 1367-NAF will immediately notify NAF Payroll, in writing, when a member of the labor organization is expelled or ceases to be a member in good standing. Upon receipt of such notice, NAF Payroll will terminate the allotment as of the next complete pay period.

h. Allotments are automatically terminated beginning the first pay period after loss of exclusive recognition of AFGE Local 1367-NAF.

i. An employee can submit a request to voluntarily revoke his/her allotment for the payment of dues by completing SF 1188, Revocation of Voluntary Authorization of Allotment of Compensation for Payment of Employee Organization Dues, and submitting it directly to the servicing NAF Payroll Office. When the employee cannot, or does not, desire to use the form, other written notification signed by the employee is acceptable. Members who elect to pay dues by payroll deduction may only withdraw on the annual effective date of their allotment. Such termination of the allotment shall become effective at the beginning of the first full pay period after the anniversary date. The anniversary date will be the date the employee signs the SF 1187. It is the employee's responsibility to see that his/her written revocation is received in the servicing NAF Payroll Office on a timely basis. The servicing NAF Payroll Office provides a copy of the SF 1188 or written notification completed by the employee to the NAF LRO and in turn will forward a copy to the Union.

j. AFGE Local 1367-NAF is responsible for informing and educating its members concerning the voluntary program for the allotment of dues and the uses and availability of SF 1187 and SF 1188, and the conditions and procedures for revocation of allotments. SF 1188 will be furnished by the Employer.

k. If the dues structure is changed by the Union; the NAF Accounting Office will be furnished written notification signed by the President, AFGE Local 1367-NAF, through the NAF LRO that the membership has approved such change and the amount of new deductions to be withheld. The effective date of such change shall be the beginning of the first complete biweekly pay period after receipt of the change notice unless a later date is specified by the Union. Such changes will not be made more often than once in any 12-month period.

5-3: This Article supersedes and takes the place of the Memorandum of Understanding that was previously signed on 20 July 2004 regarding Dues Withholding.

## **ARTICLE 6**

### **UNION REPRESENTATION AND OFFICIAL TIME**

6-1: The Union agrees to keep the Employer currently informed in writing of the names of its officers, representatives, and stewards, their titles, and the scope of their authority to speak and act for the Union. The Union will provide the Employer with an Officer and Steward listing every 6 months or whenever there is a change. The Employer agrees to recognize such duly elected or authorized officers, representatives, or stewards in accordance with this agreement.

6-2: The Employer agrees to provide official time to Union officials, representatives, and stewards in accordance with 5 USC 7131 as appropriate.

6-3: It is agreed that servicing assignments of stewards will be determined by the Union and the total number of stewards will not exceed 1 steward per 75 bargaining unit employees, so bargaining unit employees will have reasonable access to a steward. A listing of union officers and stewards will be posted on the NAF employee bulletin boards by the NAF HRO.

6-4: The Employer agrees that duly authorized officials, representatives and stewards who are NAF employees in the unit may engage in representational activities specified in this paragraph on duty time if they are otherwise in regular duty status and make proper arrangements for the particular activity in accordance with paragraph 6-7 of this article. The Employer and the Union agree to limit the use of official time to the amount reasonable and necessary for representation

6-5: Points of Contact and Representatives

a. The steward(s) within the organization will serve as the initial point of contact. All officers of the local may function as stewards by virtue of their office. The Parties agree that the Employer will recognize only correspondence signed by the President of AFGE Local 1367-NAF concerning NAF Union-Management relations. This includes cases submitted by the Union under the grievance procedures of Article 9 and unfair labor practice charges and complaints. All written communication to the above Union Official will be deemed as notification and acknowledgment on behalf of the Union.

b. The employee's representative will be designated in writing on a Letter of Consent and Designation of Representative form, which will be signed by the employee, his/her representative and the union president.

c. There shall be no interference, coercion, discrimination or reprisal against any employee in the exercise of his/her rights in accordance with 5 USC 7116.

d. The Employer recognizes an employee's right to assistance and representation by the Union, and the right to meet and confer with Union representatives in private during duty time, consistent with this article.

6-6: The Parties agree to limit the use of official time to the amount reasonable and necessary to perform the duties of his/her official union position. Official duty time will be granted to NAF Union Officials/Stewards only for authorized activities as specified in this Agreement.

a. NAF Officers and Stewards may be authorized to be absent from their duty stations for the following purposes provided that each representative fully and properly complies with the provisions for requesting use of duty time as provided for in paragraph 6-6 of this Article.

- (1) To represent the Union in formal discussions with Management involving personnel policies, practices, or working conditions.
- (2) To assist a Bargaining Unit Employee (BUE) in preparing a response to a proposed disciplinary action.
- (3) To prepare to represent a BUE or the union at an arbitration hearing.
- (4) They may serve as a Union observer at a hearing or other formal proceedings as authorized by this agreement, unless a NAF Official of the Union is serving on duty time as the employee's union representative. In this case, the observer must be charged annual leave or leave without pay if he/she would otherwise be in a duty status.
- (5) Represent the Union on NAF DoD wage survey teams.
- (6) Mediation under the negotiated grievance procedure.
- (7) When called to appear as a witness at any step of a grievance or at an arbitration hearing.
- (8) To assist a BUE or act for the employee in preparing and processing a grievance or appeal.
- (9) To represent a BUE in appeal hearings.
- (10) To prepare and attend meetings scheduled or authorized by management.
- (11) To participate in informal discussions with management for the resolution of unfair labor practice (ULP) charges.

- (12) To prepare responses to management-initiated correspondence.
- (13) To discuss and review potential grievances with BUE, NAF LRO/HRO, Supervisors and or managers.
- (14) To participate in labor-management committee activities.
- (15) To accomplish other purposes as mutually agreed by the union and NAF LRO/HRO.
- (16) To allow travel time as required in accomplishing any of the above.

b. Duty time is not authorized for the following activities and or union officials:

- (1) Solicitation of membership or dues, and other internal business of a labor organization shall not be conducted during the duty hours of the employees concerned.
- (2) Meetings not approved or not arranged by Management.
- (3) Unilateral investigation of unfair labor practice allegations without the prior knowledge of Management and specifically approved by the LRO/HRO.
- (4) Official time will not be granted to the union president or any Appropriated Funded (APF) union official, steward and or representative to perform any representational functions for Non Appropriated Funded employees.

6-7: Official Time Release Procedures:

a. When a NAF union representative needs to leave his/her assigned workstation, to conduct authorized labor-management business, that representative will first request and obtain permission of their immediate supervisor. A Union official, representative, or steward who is a NAF employee will request, as a general rule approval of official time at least 24 hours in advance. In requesting release, the union representative will provide his/her immediate supervisor with sufficient information to understand the complexity of issues for which official time is requested. This will include the nature of the function to be performed, the location, the name(s) of the employee(s) and or manager(s) to be contacted, and the estimated duration of the meeting. Supervisors will respect the confidential nature of this information. Upon return to the work area, the union representative will advise the supervisor of his or her return. Supervisors will complete the Lackland AFB IMT 0700 Form; "OFFICIAL TIME REQUEST FOR UNION REPRESENTATIVE/EMPLOYEE." Official time provided to a union officer, steward and or employee must be annotated. Immediately upon completion the supervisor will forward the form to the NAF HRO. The supervisor will ensure official time is documented on the individual's time sheet. In the event of disagreement concerning the amount of official time to be granted, the matter will be submitted to the NAF LRO/HRO for resolution.

b. The union recognizes that there may be times when the absence of a union official from his/her workstation will cause a substantial disruption at his/her workstation. When this occurs, the requested time of release may be denied and the union official's supervisor will, at the time of denial, schedule an alternate release time for the use of official time as a general rule within 24 hours.

c. Supervisors will require from the steward, the nature of the function to be performed (but not privileged information), destination, and estimated duration of the meeting to determine the amount of time to be authorized. The request will normally be granted as promptly as the workload will allow. ***A reasonable amount of time, dependent upon the circumstances in each individual case, shall be granted in accordance with 5 USC 7131(d)(2).*** In the event of disagreement concerning the amount of official time to be granted, the matter will be submitted to the NAF LRO/HRO for resolution. Upon release, applicable portions of the "Official Time Request for Union Representative/Employee" form will be completed by the supervisor.

d. Employees, both principals and representatives, will use the minimum time necessary and report back to their respective supervisors promptly upon completion of the authorized business for which duty time was granted by the supervisor. Union representative and employee shall inform his/her supervisor of their return back to the work area and the supervisor shall sign the "Official Time Request for Union Representative/Employee" form and maintain for accounting purposes. The union representative and employee will be provided a copy of the form when it is completed.

e. Employees who are otherwise in a duty status will be granted official time to prepare and present the Step 1 grievance under the Negotiated Grievance Procedure in accordance with Article 9. Employees will be released at the earliest opportunity consistent with work load requirements.

6-8: Official Time for Training of Union Representatives: The Employer agrees to approve official time for NAF Union officers and stewards to attend Union sponsored training that will be of mutual benefit to the Employer and the Union as determined by the NAF LRO/HRO ***and subject to mission requirements.*** This official duty time for training will be limited to a total of 120 hours, during a 12-month period, for all NAF Union officials combined. A 12-month period is understood to mean the period beginning 1 January of each year and ending on 31 December of each year. The Union will submit a written request at least 21 calendar days in advance of the proposed release date to the NAF LRO/HRO. The request will include the names of the union officials and sufficient information concerning the content and schedule of the training session to allow time to determine whether official time is justified.

6-9: Authorized representatives, who are not NAF employees, will be allowed to visit non-appropriated fund activities at reasonable times on official business subject to national security regulations and visitor control procedures. Such Union officials will coordinate and obtain approval of the NAF LRO/HRO before contacting employees during their duty hours.

6-10: It is agreed that official time will not be granted for any employee(s) or Union representative(s) during duty hours to conduct any internal union business.

6-11: NAF Union officers/stewards may receive telephone calls, facsimile messages, and electronic mail at their respective work areas concerning official Employer/Union related matters. NAF union officials will not conduct any union representational functions in their respective duty locations or on any NAF activity property other than those stated above in paragraph 6-6. Supervisors may approve a designated location within the activity for union representative and employee consultations in order to minimize absence from the duty location. All of these contacts will be of short duration; otherwise, the NAF union representative will follow the procedures of this article for release on official time.

6-12: The Union agrees to notify the employer, normally the LRO/HRO, in advance of the proposed visit of national officers or representatives of the American Federation of Government Employees (AFGE) for the purpose of conducting appropriate Union-Management business. Consultations between the Parties (i.e. local and national representatives and the LRO/HRO) may take place as appropriate or upon request. The LRO/HRO will make appointments for the national representatives with the appropriate management officials when necessary.



## **ARTICLE 7**

### **COMMUNICATIONS**

#### **7-1: Bulletin Boards**

A. The Employer agrees to make a reasonable amount of space available to the Union on bulletin boards not to exceed 24”x 36” in buildings where bargaining unit employee’s work. The bulletin boards space may be used for posting appropriate notices concerning, but not limited to, Union meetings, activities, and elections and information relevant to the administration of this written agreement.

B. The Union agrees, in posting materials on bulletin boards, that they are fully and solely responsible for the content of materials in terms of accuracy and adherence to ethical standards, and that it does not violate any laws, or the security of the Employer. The Union further agrees that it is responsible for the neat and orderly maintenance of this allocated space, including removal of obsolete material. The material will include a date showing when it should be removed from the bulletin boards.

#### **7-2: Notice of Posting and Approval for Distribution of Literature**

A. A copy of all material that the Union proposes to post on bulletin boards, except notices of Union membership meetings, appointments and general announcements, will be provided to the NAF Labor Relations Officer (LRO) and the NAF Human Resource Officer (HRO) a minimum of seven (7) work days in advance of the proposed posting. Union leadership will be responsible for ensuring no inflammatory information is posted on installation bulletin boards. The NAF LRO/HRO will notify the Union in writing of any material not approved for posting.

B. Union literature, newspapers, notices, and/or circulars proposed for distribution will be submitted to the NAF LRO/HRO a minimum of seven (7) workdays in advance of the proposed distribution date. The NAF LRO/HRO will notify the Union in writing of any material not approved for distribution.

C. Literature is approved for posting and/or distribution provided that it does not violate any law, applicable provisions of this Agreement, the security of the Employer’s installation, regulation of a higher authority, or contain libelous or indecent material. The Union will be responsible for the contents and distribution or posting of their literature. Violation of standards described in this Article may be grounds for the suspension or revocation of authority to post or distribute literature.

### 7-3: Distribution of Literature

Union newspapers, circulars, and notices may be distributed by Union officers or stewards in non-work areas designated by the appropriate supervisor such as break, smoking, and lunch areas. However, distribution of literature at no time will interrupt the work activity of the organization. Distribution of literature will be made during the non-work time of Union officers and stewards making the distribution, and employees receiving the literature.

### 7-4: New Employee Orientation

The Human Resources Office will provide the Union a monthly schedule in advance of scheduled orientation for new employees entering into the Bargaining Unit. A Union representative will be allowed 10 minutes during the New Employee Orientation to distribute literature, provide names and phone numbers of Union representatives, and answer any questions the new hires may have. Any literature used will be pre-approved by the Employer.

### 7-5: Availability of Regulations

The Employer will inform all employees of the rules governing their employment. Employees may ask their supervisors for information regarding the availability of DoD, Air Force Instructions and Regulations and other Air Force publications affecting personnel policies, practices, and working conditions.

### 7-6: Publication and Distribution of Agreement

A. The employer agrees to provide a copy of the current Labor Agreement to all new Bargaining Unit Employees who attend the New Employee Orientation briefing.

B. The Employer agrees to provide the Union with an initial 300 copies of this Agreement.

### 7-7: Employee Roster

In January and July of each year the Employer will provide the Union a list, of all currently employed NAF bargaining unit employees, position title, series, grade, office symbol, and category of employment (e.g., flexible or regular).

### 7-8: Written Correspondence

No official written correspondence on behalf of the Union will be valid unless signed by the President of the Local. Such designation will be furnished in writing to the Employer. This is not to be construed to prohibit the acceptance of correspondence from an employee's designated representative in the performance or representation duties (e.g. NAF Union Steward representing an employee).

## **ARTICLE 8**

### **OFFICE AND MEETING FACILITIES**

8-1: The Parties agree that AFGE Local 1367-NAF currently has a designated union building and equipment supplied by the Employer for joint (APF and NAF) union use. The Employer agrees to provide one additional computer for NAF use only.

## ARTICLE 9

### NEGOTIATED GRIEVANCE PROCEDURE

9-1: Purpose. This article is the exclusive procedure available to the parties of this agreement and employees in the bargaining unit for resolution of grievances that are subject to the control of the Employer. These procedures are applicable to any matter involving working conditions, or any matter involving the interpretation or violation of this agreement, except for the exclusions contained in section 9-3, below. However, most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by management and the aggrieved party (ies) to settle grievances at the lowest possible level.

9-2: Scope of Coverage.

a. A grievance means any complaint:

(1) By any bargaining unit employee concerning any matter relating to the employment of the bargaining unit employee.

(2) By the Union concerning any matter relating to the employment of any bargaining unit employee, or

(3) By any bargaining unit employee, the Union, or the Employer concerning:

(a) The effect or interpretation or a claim of breach of this agreement, or

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

b. Any employee in the bargaining unit may file a grievance under these negotiated procedures. These procedures are not available to any employee outside of the bargaining unit.

c. Any allegation of discrimination will be immediately referred to EEO and will not be handled through the negotiated grievance procedure

9-3: Exclusions. Matters listed below are specifically excluded from this procedure:

a. Any claimed violation of prohibited political activities.

b. Retirement, life insurance, or health insurance.

c. A suspension or removal in the interest of national security under 5 U.S.C. 7532.

d. Any pre-employment or post-employment examination, certification, or appointment.

- e. The classification of any position which does not result in the reduction in grade or pay of an employee.
- f. The classification of a position's title, series, and pay band/grade.
- g. Business-based actions or any matter relating to the basis for a management decision that creates the need for a business-based action. However, an employee may appeal a BBA but only to the extent that the appeal alleges a failure by management to follow regulations or procedures which govern these actions.
- h. Non-selection for appointment, or promotion or relating to reassignment to a position at the same or higher rate of pay.
- i. Separation actions taken on an employee serving a probationary period.
- j. Written notices of proposed disciplinary actions where such actions would be grievable under this procedure, when affected. This exclusion does not deny the employee's right to obtain representation, or the right to grieve after receiving final decision.
- k. Disapproval of a performance award, or any other kind of honorary or discretionary award, including non-adoption of a suggestion.
- l. Employer's decision to increase or refuse to increase an employee's basic rate of pay.
- m. An action terminating a temporary promotion and returning the employee to the position from which he was temporarily promoted, or to a position of comparable grade.
- n. Termination of a temporary promotion or limited term appointment.
- o. Performance standards in an employee's position guide.
- p. Any matter relating to the leave-sharing program.
- q. Any matter relating to a request for advance sick or annual leave.
- r. Any matter relating to an action or decision taken under the provisions of AFI 31-501, Personnel Security Program Management.
- s. Any matter relating to wage or salary rates or schedules.
- t. Any matter previously decided as a result of a prior grievance, appeal, or any other formal complaint system cannot be re-filed for the same adverse action.
- u. Any matter that is subject to final administrative review or decision outside the Air Force or for which other authorized complaint or appeal systems are prescribed.

#### 9-4: Resolution of Grievability Disputes.

a. Questions that cannot be resolved by the Parties as to threshold issues (whether or not a grievance is subject to the grievance and arbitration procedures of this agreement) may be referred by either Party to arbitration.

b. When the Employer and Union agree, at any step of a grievance, that a matter is non-grievable/non-arbitrable, the grievance processing is complete at that stage. The Employer may or may not decide to address the merits of the grievance for the record. For a grievance filed by an employee, the Parties will explain the status of the grievance to the employee. The reason for this provision is that only the Employer or Union can invoke arbitration.

c. The Employer agrees to notify the Union, in writing, of any determination that a matter is not grievable or arbitrable no later than the 15th work day after submission of the issue by the union's dated correspondence.

#### 9-5: General Provisions:

a. Official Time. A reasonable amount of official time, if otherwise in a duty status, without charge to leave, will be afforded in accordance with Article 6 and to discuss any complaint or potential grievance with the employee's first-line supervisor. The employee and Union will request official time in accordance with Article 6.

b. Representation Rights. An employee is entitled to Union representation at any stage of the grievance procedure. Any unit employee may present and process a grievance under this procedure without the intervention of the Union except that only the Union or the Employer may invoke arbitration. If an employee elects Union representation, the only representative an employee may have under this procedure is a Union representative approved in writing by the Union. The Negotiated Grievance Procedure in this article will be used.

c. Time Limits. Failure to comply with the time limits specified in the procedure may be cause to deny a grievance filed unless the prescribed time limits are extended by mutual agreement of the Employer and the employee, or the Employer and the Union representative where the employee is represented by the Union. Such denial must be coordinated and approved by the NAF LRO through the NAF HRO (whenever "NAF HRO" is referenced, it is referring to the NAF HR Office at Lackland AFB). The only management officials authorized to grant extensions is the NAF LRO/HRO. The only Union official authorized to grant an extension is the Union President.

9-6: Employee Grievance Procedures will be processed in accordance with the following procedures and utilizing the Negotiated Grievance Procedure Form (NGPF) attached and must be completed no later than 15 work days from the date of the action or incident upon which the grievance is based or the date the employee knew or should have known of such action or incident, whichever is later. The NGPF must be received by the NAF LRO by close of business on the 15<sup>th</sup> day. If the filing date cannot be met a written request for an extension from the Employee or the Union representative to the NAF LRO will be made prior to the expiration of the Step 1 time limit. If approved by the NAF LRO in coordination with the NAF

HRO the extension will not exceed five days. Supervisors and employees are strongly encouraged to settle potential grievances at the lowest level possible. The Union may discuss the potential grievance with the first level supervisor before initiating the grievance. The NAF Labor Relations Officer (NAF LRO), the Non-Appropriated Fund Human Resource Officer (NAF HRO) and the Union representative will strive to negotiate settlement of such potential grievances before elevating them to the process described below. In the event settlement cannot be reached, grievances initiated under this agreement are processed according to the following steps:

A. **Step 1**, an employee of the Bargaining Unit desiring to file a grievance must first complete the Negotiated Grievance Procedure Form (NGPF) no later than 15 work days after either (1) the date of the action or incident upon which the grievance is based, or (2) the date the employee knew or should have known of such action or incident, whichever is later. The NGPF must be received in the Labor Relations Office by close of business on the 15th day. The Parties agree that by submitting the grievance form, the dissatisfaction and or issue will be referred for grievance mediation to Lackland's Alternate Dispute Resolution Office if both the union and supervisor agree to mediate. If the supervisor does not agree to mediate the dissatisfaction or issue it may proceed to Step 2.

(1) The Union representative will immediately submit the NGPF through the Union President to the NAF Labor Relations Officer (LRO) and notify the NAF HRO who will notify the immediate supervisor. The immediate supervisor must agree or disagree to mediate the dissatisfaction or the issue and sign the NGPF. If the immediate supervisor agrees to the mediation the NAF LRO/HRO will in turn make the necessary arrangements for a mediation meeting. A mediation meeting conducted by a local mediator (s) will be scheduled no later than seven (7) workdays after receipt of the grievance form. Normally attending the mediation meeting will be the NAF LRO/HRO, immediate supervisor, the employee and the Union representative.

(2) If the grievance is resolved through mediation, the mediator (s) will assist the grievant and supervisor to prepare a Settlement Agreement which will be submitted to the NAF LRO/HRO and serves as a basis for concluding the grievance. If the grievance is not resolved through mediation, the mediator (s) will prepare a memorandum stating that the meeting was held and that a settlement was not reached. The memorandum and the NGPF will be forwarded to the NAF LRO/HRO and serve as a basis for further processing of the grievance at Step 2.

(3) Employees desiring to be excluded from mediation may request such exclusion by selecting that block on the NGPF and submitting the form to the President, AFGE Local 1367-NAF. A meeting will be scheduled with the supervisor within five (5) work days after receipt of the NGPF to the NAF LRO/HRO. Following the meeting the supervisor will provide a written decision no later than 10 workdays.

(4) All time spent in the mediation process for the employee will be official duty time. If a grievance is processed without mediation, a reasonable amount of official time will be granted to the employee at all steps of the grievance procedure.

**B. Step 2**, if the grievance is not resolved at Step 1, the employee may submit the grievance to the 37 Services Division Chief or designee through the NAF LRO/HRO. No grievance will go beyond the level of the 37 MSG Commander of the unit in which the grievance is raised prior to arbitration regardless of the step in the process in which the 37 MSG Commander is involved. The Employer must receive the Step 2 grievance within five (5) work days of receipt of the Step 1 decision.

(1) No later than five (5) work days of receipt of the Step 2 grievance, the Parties will meet to discuss the grievance, unless otherwise agreed.

(2) No later than 10 work days following the meeting, the management official will render a written decision.

**C. Step 3**, if the Employer's decision at Step 2 denies the grievance, it may be elevated to the 37 MSG Commander or designee through the NAF LRO/HRO. No grievance will go beyond the level of the 37 MSG Commander of the unit in which the grievance is raised prior to arbitration regardless of the step in the process in which the 37 MSG Commander is involved. Grievance must be filed with the NAF LRO/HRO within five (5) work days of receipt of the Step 2 decision.

(1) The Step 3 grievance must contain the Negotiated Grievance Procedure Form and any management responses received prior to Step 3 and any supporting documentation, arguments, or evidence.

(2) The 37 MSG Commander or designee shall render a written decision on the grievance no later than 15 work days of receipt of the Step 3 grievance. Such decision shall constitute the final decision under this grievance procedure for purposes of invoking arbitration.

#### 9-7: Union or Employer Grievances.

A. If the Employer is aggrieved; the NAF Labor Relations Officer may file a written grievance with the President, AFGE Local 1367-NAF no later than 15 work days of the date of the act, or awareness of the act causing the grievance. Representatives of the Parties shall meet as soon as possible on a mutually acceptable date, but not later than five (5) work days from the date of filing of the grievance. No later than 10 work days after said meeting, the President shall render a written decision on the Employer's grievance.

B. If the Union is aggrieved, the President, AFGE Local 1367-NAF may file a written grievance with the NAF Labor Relations Officer no later than 15 work days from the date of the act, or awareness of the act causing the grievance. Representatives of the Parties shall meet as soon as possible on a mutually agreeable date, but not later than five (5) work days from the date of filing of the grievance. No later than 10 work days from said meeting, the NAF LRO/HRO or designee shall render a written decision on the Union's grievance.

C. If in either A or B above the decision fails to resolve the grievance; the Parties agree to contact the Federal Mediation and Conciliation Service for assignment of a mediator. If the grievance is not resolved through mediation, the grieving party may invoke arbitration.



## ARTICLE 10

### ARBITRATION PROCEDURE

#### 10-1: Arbitration.

a. If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either Party within 20 calendar days after issuance of the Employer's final decision, may be submitted to arbitration.

b. Within 15 calendar days from the date of the request for arbitration, the Parties will jointly request the Federal Mediation and Conciliation Service (FMCS) provide a list of seven (7) impartial persons qualified to act as arbitrators within the agreed upon parameters of the Parties. The Parties will meet within 15 calendar days after receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, the Employer and the Union will each strike one arbitrator's name from the list of seven and will then repeat this procedure until one name is left. The remaining person will be the duly selected arbitrator. The flip of a coin will determine who strikes first.

c. If for any reason the Employer or the Union refuses to participate in the selection of an arbitrator, the FMCS will be empowered to make a direct designation of an arbitrator to hear the case.

d. The Parties agree that the arbitrator's authority is limited to hearing and issuing decisions on matters that are covered by the negotiated grievance procedure and subject to any limitations agreed upon by the parties. If the Parties fail to agree on a joint submission of the issue(s) to be arbitrated, each will submit a separate submission and the arbitrator will determine the issue or issues to be heard.

e. The arbitrator's fee and the expenses of the arbitration, if any, shall be borne equally by the Employer and Union. The intent of the Parties, when requesting an arbitrator is to base the payment of travel and per diem expenses of the arbitrator on the maximum rate payable to government employees under Volume II of the Joint Travel Regulations. The cost of a shorthand or court reporter or transcript, where such is agreed by the Parties, or where requested by the arbitrator, shall be shared equally by the Parties. Absent agreement, either party may unilaterally request that a transcript be prepared but bear all costs incurred in its preparation. However, any party subsequently requesting, receiving, or using a copy of a transcript of an arbitration hearing must pay 50% of all costs incurred in the preparation of such transcript.

f. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic workweek (currently 0730-1630, Mon thru Fri), at a mutually satisfactory time arranged by the arbitrator. Employees in the unit who would otherwise be in a duty status at the time will be carried in duty status while testifying in the arbitration hearing. Official time will be granted as indicated in Article 6 of this agreement.

g. The arbitrator will be required to render his/her decision in writing to the Parties within 30 calendar days after the conclusion of the hearing, unless the Parties mutually agree to extend the time limit.

h. The arbitrator's award will be binding on the Parties. However, either Party may file exceptions to an award with the Federal Labor Relations Authority (FLRA) under regulations prescribed by the FLRA.

i. The Employer must notify the Union of the decision to either (1) implement the arbitrator's award or, (2) file for an exception with the FLRA, within 10 calendar days after receipt of the arbitrator's award. If the Union plans to file for an exception to the arbitrator's award, it must notify the Employer of that fact in writing within 10 calendar days after its receipt of the award. Failure of either Party to give such timely notice of its intentions will constitute the Party's acceptance of the arbitrator's award. A copy of either Party's exception to an arbitrator's award must be simultaneously filed with the other Party.

j. Any dispute over the application of an arbitrator's award will be returned to the arbitrator for settlement, including remanded awards. If specific time limits are not addressed in the arbitrator's award, then the Parties agree to request implementation within 30 calendar days, unless prohibited by law, rule or regulation.

k. If a cancellation fee is incurred, the party withdrawing from arbitration shall be responsible for the full cost of such cancellation fee unless the withdrawal is by virtue of a written settlement.

## **ARTICLE 11**

### **HOURS OF WORK**

11.1: The Parties agree that all areas addressed in this article will be in accordance with the requirements and procedures in AFMAN 34-310.

NAF positions are established as either Regular or Flexible:

a. Regular employees will have an established basic workweek (guaranteed number of hours) reflected on their appointment documents. The Employer agrees not to reduce the number of guaranteed hours below the specified amount unless the procedure for reducing guaranteed hours are followed in accordance with AFMAN 34-310.

b. Flexible employees have no guaranteed hours and will be scheduled as needed to meet the needs of the employer.

11-2: Guaranteed hours must not be reduced solely to avoid payment of benefits, or to provide more hours for other employees in accordance with AFMAN 34-310.

11-3: Tours of Duty: The tour of duty is established in writing, for all regular employees at least one administrative workweek in advance of the tour to be worked and should not be changed or adjusted solely to avoid the payment of premium pay or other benefits.

11.4: The administrative workweek shall be a period of seven (7) consecutive calendar days. The basic workweek for NAF employees shall be in accordance with applicable laws and regulations.

11-5: Break Area: The employer agrees to provide a designated break area for employees to use during rest and meal periods. The break area should contain a sufficient amount of tables and chairs, a refrigerator and a microwave oven for use by employees during rest and meal periods. If not available an alternative area for storing and heating food will be provided. The employees will be responsible for the cleaning and upkeep of the designated break area.

11-6: Rest Periods: Short rest periods, for not more than 15 minutes during each 4 hours of continuous work, will be authorized in instances where the Employer determines that they will be of benefit to the service and where workload permits. If time from the beginning of work to the lunch period is less than 4 hours, a rest period may be granted when warranted to protect the health and safety of the employee. Deviations may be made when compelling work commitments preclude such scheduling as determined by Management. Rest periods will not be a continuation of lunch periods and will not be granted immediately prior to quitting time.

11-7: Meal Periods: No employee will be required to work more than six hours without a meal period. Regular meal periods will not be less than 30 minutes or more than one hour. Employees will be excused from their duties during normal non-paid meal periods and will not be required to remain in their work area. Employees may be scheduled to have their meal period on the job. In such cases, employees will be allowed a twenty-minute meal period. Such periods are considered as time worked.

11-8: Change of Employment Category; Flexible to Regular category.

- a. NAF flexible employees found to have worked in excess of an average of 30 hours per week over the past 6 months accumulating a total of 780 hours will either be changed to regular category, unless a wavier is approved by the Command.
- b. The supervisor may also change a flexible category employee's category at his/her discretion by submitting an AF Form 2548 to the Services Director with justification recommending a change of employment category. Management will use the following criteria for considering employee selection; performance and length of service. However, Management will make the final selection decision.
- c. The reason for non selection will be made available upon the request of the employee from his/her supervisor.

11-9: Change of Employment Category; Regular to Flexible category

- a. Employees may request a change of employment category from regular to flexible. The request may be taken at any time, provided the employee submits the request in writing by completing AF Form 2550.
- b. A change of employment category from regular to flexible unless initiated at the employee's request will be processed as a BBA in accordance with AFMAN 34-310.

11-10: Change of Work Schedule for Regular Employees:

- a. Each NAF activity, unit or section Manager/Supervisor or designated representative will establish and maintain a seniority roster consisting of all Regular category employees under their supervision starting with the employee with the earliest Service Computation Date (SCD) at the top of the roster. As a minimum the roster will contain the employees' name, SCD, and position.
- b. Unless the mission dictates otherwise when a regular category work schedule becomes available (that consists of one weekend day off) employees identified on the seniority roster with the earliest SCD will be offered a change in work schedule from one work schedule to another work schedule and from like job to like job provided the employee is capable of performing the work. ***If two or more employees have the same Service Computation Date (SCD) on the seniority listing, the employee with the highest overall appraisal score from their most recent appraisal will be used as the determining factor as to who will be first offered the change in work schedule.***
- c. The employee will sign a letter accepting or declining the offer. If the employee declines the offer they will be placed at the bottom of the roster and will not be offered another change of work schedule until their name comes back to the top of the roster. If the employee accepts the offer the employee will remain on that work schedule and will not be eligible for a change in schedule for a minimum of one year from the date the employee signs the acceptance letter unless the mission dictates otherwise.

- d. Upon request the employee may review the roster with their supervisor. A copy of the roster will be made available to the union upon request within 10 calendar days.

11-11: Work Schedules: All employees have access to a posted schedule. Work schedules should normally be posted two weeks in advance, but not less than one week in advance. Flexible employees have work schedules that depend on the needs of the activity. Flexible employees may be subject to “on-call” work in addition to hours posted on the schedule. Work schedules may be changed by supervisors/managers by providing at least a minimum of 24 hour notice to the employee.

11-12: Guaranteed Hours for Regular and Flexible Employees:

- a. Regular employees are guaranteed a minimum of 20 hours to a maximum of 40 hours of work per week. Regular employees must be given a 24-hour notice of a schedule change.
- b. Flexible employees may work a minimum of zero (0) hours to a maximum of 40 hours per week. Flexible employees must be given a 24 hour notice of a schedule change.

11-13: Reduction in Guaranteed Work Hours for Regular Employees:

- a. Reduction in Guaranteed Hours: When a reduction of guaranteed hours is determined necessary for regular employees, it will be accomplished using the procedures in AFMAN 34-310. The union will be provided advance notice when there will be a reduction in a regular category employee(s) guaranteed hours.
- b. Reduction in Guaranteed Hours at the Employees Request: An employee may request a decrease in guaranteed hours in writing by completing the AF Form 2550 in accordance with the procedures in AFMAN 34-310.

11-14: Majority of Whole Hours Worked determines Night Shift Differential for CT and NF-I and NF- II Employees: An employee is paid at the scheduled rate of basic pay, plus a differential of 7 ½ percent of that scheduled rate for regularly scheduled non-overtime work when a majority of whole hours worked occurs between 1500 (3:00 p.m.) and midnight; or 10 percent when the majority of whole hours worked occurs between 2300 (11:00 p.m.) and 0800.

11-15: The parties agree the number of hours worked determine the take home pay of employees. Therefore, such hours shall be equitably assigned, scheduled and or worked to the maximum extent possible. Consideration will be given to workload requirements and the employees’ skills and abilities to perform the work.

## **ARTICLE 12**

### **OVERTIME**

12-1: The Employer determines when overtime is needed. The administration of such overtime work (including the nature of the work, the need for special skills, the priority of productive or support effort, and the number and type of employees required) is solely a function of management. Overtime Pay and Overtime Rate of Pay will be in accordance with the requirements in AFMAN 34-310.

- a. Nonexempt and Exempt Crafts and Trades (CT), NA, and NL employees are entitled to be paid overtime for hours worked in excess of 40 hours in an administrative workweek or in excess of 8 hours per day.
- b. Nonexempt and Exempt NF and CC employees are entitled to be paid overtime for hours worked in excess of 40 in an administrative workweek.

12-2: It is agreed that the Employer has the exclusive right to determine when overtime work will be required, what overtime work must be performed, what work methods and means will be used, what skills and abilities will be needed, and how many employees will be required. Overtime work will not be assigned as a reward or penalty. Any employee designated to work overtime will be notified at least twenty-four hours in advance except to meet unanticipated workload requirements.

12-3: It is also agreed that the Employer has the right and authority to select and require employees to perform overtime work; however, an employee will not be required to work overtime if his/her supervisor finds that the additional work would impair his/her health or cause him/her extreme hardship. An employee who has been assigned overtime work may be released from such assignment provided there is a valid reason and the supervisor can accommodate the request, except for emergency situations. An employee's failure, without acceptable justification, to report for and work overtime that is scheduled may subject him/her to disciplinary action.

12-4: If employees are required to work through their non-duty meal period those hours worked shall be considered hours worked if the non-duty meal period is not re-scheduled.

12-5: Management will determine a fair and equitable manner for distributing overtime. Records of overtime assignments may be reviewed by the Union, upon written request to assist in resolving individual claims of unfair and inequitable treatment.

## **ARTICLE 13**

### **HOLIDAYS**

13-1: Only Regular employees in the unit shall be entitled to holiday benefits as authorized by applicable regulations. These benefits may consist of being excused from duty on the holiday without charge to leave or being paid at holiday compensation rates, if work is required on the holiday. If the holiday falls on a non-work day, employees shall be entitled to appropriate holiday benefits for the day designated under applicable regulations as the day to be observed as the holiday.

13-2: Legal holidays include the following:

- \*New Year's Day - January 1<sup>st</sup>
- Martin Luther King Day - 3<sup>rd</sup> Monday in January
- President's Day- 3<sup>rd</sup> Monday in February
- Memorial Day - Last Monday in May
- \*Independence Day - July 4<sup>th</sup>
- Labor Day - 1<sup>st</sup> Monday in September
- Columbus Day - 2<sup>nd</sup> Monday in October
- \*Veterans Day - November 11<sup>th</sup>
- Thanksgiving - 4<sup>th</sup> Thursday in November
- \*Christmas- December 25

\*Observed on the nearest workday if the actual holiday falls on the weekend

## ARTICLE 14

### LEAVE

14-1: The Parties agree to follow the applicable leave procedures in accordance with AFMAN 34-310 except as modified by this agreement. Regular employees earn annual and sick leave.

14-2: Annual leave is an employee benefit that contributes to the overall efficiency, productivity, and morale of the employee. The use of annual leave is subject to workload requirements. In addition to workload considerations, the supervisor's decision to approve or disapprove annual leave can involve consideration of employees' expressed desires and personal convenience. Employees may request annual leave for any duration, for any time and in any pattern they desire. Approval or disapproval will be dependent on staffing and/or workload and mission requirements.

14-3: Employees who have a problem or special circumstances regarding use of annual leave may submit a request for leave carry-over in accordance with the leave procedures in AFMAN 34-310.

14-4: Annual leave is charged in fifteen minutes increments. Supervisors may excuse infrequent tardiness of less than one hour due to circumstances beyond the employee's control.

14-5: Requests for unscheduled annual leave or emergency annual leave should be kept to an absolute minimum. Absences unscheduled or for emergency reasons, except where circumstances do not allow, will be requested from the immediate supervisor or his designee by the employee as early as possible, but not later than two (2) hours after the start of the shift to which assigned. The use of annual leave not previously approved, may not be presumed approved by the employee. The supervisor will notify the employee of leave request approval/disapproval as soon as possible.

14-6: During January of each year, employees will be required to turn in a tentative annual leave schedule for the leave year. The supervisor will consider employee written requests for leave when establishing annual leave schedules in January; if leave cannot be granted as requested, the supervisor will tell the employee the reason why and schedule leave for other dates acceptable to the employee. The supervisor will consider not granting preferred dates to the same employees each year when other employees request leave on the same dates, such as during holiday periods. When more than one employee in the same position request leave for the same dates and one of the employees is required to work, the service computation date may be used as the determining factor for granting leave. However, the final determination as to the time and amount of annual leave granted rests with the supervisor authorized to approve leave. Supervisors will advise employees of tentatively approved/disapproved annual leave schedules by the end of February of each year. During the year, employees must request the supervisor's approval of each specific period of annual leave that can be planned in advance of the absence by submitting an OPM Form-71.



Such request, whether for short periods or long periods, will normally be approved if, in the supervisor's opinion, the workload and the available work force will allow it. If previously approved annual leave must be canceled, the supervisor will inform the employee of the reasons and the employee may submit a revised schedule of proposed annual leave to preclude loss of any use or lose leave.

14-7: Under normal conditions, advanced annual leave will not be granted. However, regular employees may be granted an advance of annual leave equal to all annual leave that will be earned during the current leave year, provided there is reasonable assurance that the employee will be in a duty status long enough to earn the leave advanced.

14-8: Sick leave for medical, dental, or optical examination or treatment that can be prearranged should be requested and approved in advance. Use of sick leave for purposes which are not known in advance, should be requested by the employee from the supervisor as soon as possible after the beginning of the absence from duty, but not later than two hours of the beginning of the shift.

14-9: Sick leave of more than three consecutive workdays will be supported by a medical certificate stating the duration employee was incapacitated, unless, the employee was not attended by a physician. If the employee was not attended by a physician, the employee's certification showing satisfactory evidence of incapacitation for duty may be accepted by the leave approving official. If there is reason to believe an employee is abusing sick leave, the supervisor advises the employee that they have a questionable sick leave record, why the employee is suspected of abuse, and if the record does not improve, a medical certificate may be required for each future absence on sick leave.

14-10: Requests for advanced sick leave up to 30 days will be approved or disapproved in accordance with applicable regulations. Such requests must be initiated by the employee in writing through supervisory channels. The request must specify the number of hours requested and indicate that the employee intends to return to duty upon recovery. The request must be accompanied by a medical certificate indicating the approximate length of time the employee will be unable to work and that he/she should be able to perform the duties of his/her position upon return to duty.

14.11: Employees may be excused from duty for circumstances such as absence for voting or registration, blood donations or court leave in accordance with the Leave chapter in AFMAN 34-310.

14.12: Call in procedures; In case of illness or emergencies that cannot be foreseen, the following procedures apply in requesting sick or annual leave.

- a. The employee will personally telephone their supervisor or designated alternate if it is possible to do so. Otherwise, the employee will have an immediate family member or other responsible individual call for the employee as specified below.
- b. The employee will call as early as practical within two (2) hours after their scheduled time to report for duty. In cases where shift work is involved, an employee will contact the supervisor at least one (1) hour before the start of the shift.

- c. If the supervisor is not on duty, the employee will make their leave request to the person designated to act in the supervisors place.
- d. The employee or the person calling for the employee will specify the type of leave and amount requested, whenever possible, and will explain the condition or circumstances that brought about the telephone request for leave.
- e. If leave is properly requested as outlined above, the employee will be informed whether the leave is approved or disapproved at the time of request.
- f. If the first-line supervisor or designee is temporarily unavailable, the employee will leave a phone number where they can be contacted, if circumstances permit. The supervisor will call the employee back in a short period of time and give a decision on the request. Otherwise, the employee should again contact the supervisor as soon as feasible.
- g. The supervisor will identify the appropriate call in point of contacts for each activity to include their name, position, and duty phone number. Only authorized management officials or supervisors can approve/disapprove leave request (s).

14.13: Absence Without Leave (AWOL); AWOL is an absence from duty which was not authorized or for which leave is denied. These unauthorized absences may form the basis for disciplinary action.

14.14: Leave Without Pay (LWOP); LWOP is a temporary non-pay status and authorized absence from duty granted upon the employee's request, or when the employee has insufficient annual or sick leave, or compensatory time available to cover an approved absence. LWOP procedures will be in accordance with AFMAN 34-310.

## ARTICLE 15

### TRAINING

15-1: The Parties agree that improvement of the work force through the systematic training and development of employees is essential to the accomplishment of mission. They further agree to cooperate in the promotion of an effective program of employee training and development to meet the needs of the Air Force.

15-2: The Employer agrees to adhere to the following principles and practices in the implementation of the training program:

A. Employee skills, abilities, and knowledge needed to perform official duties, as well as organizational needs and objectives will be considered in determining training and development needs.

B. Employee skills, abilities, and knowledge acquired in the base training program will be utilized by the Employer to the maximum extent practicable.

C. The Employer will determine specific job related training requirements and advise employees accordingly of these requirements through use of a training plan which will be updated annually. The Employer will also inform employees of training policies and procedures.

D. The Employer will maintain up-to-date information about training courses, programs, and seminars conducted or sponsored by the Employer. This information shall be accessible to employees and publicized in such a way as to provide adequate notice to interested employees.

E. The Employer will identify hard to fill positions and inform employees. Furthermore, the Employer will advise employees on the requirements of those positions.

F. When advance knowledge of the impact of pending changes in function, technology, equipment, organization and mission is available; it shall be the responsibility of the Employer to advise affected employees and the Union of the changes.

G The Employer will provide employee on-the-job cross-training as needed to meet operational requirements.

H. Employee training and development activities that are completed will be recorded on AF Form 971, in Official Personnel Folders, and elsewhere in accordance with applicable regulations. A copy of training records will be provided to employees upon request.

I. Training scheduled by the Employer and required for the performance of official duties will be accomplished at Government expense in accordance with applicable regulations. ***A reasonable effort will be made to schedule training during duty hours.*** The Union and the Employer encourage self-development activities.

J. The Employer will notify the employee of approval or disapproval of training requests. Should an employee's request for training be disapproved solely for the lack of funds, the employee may resubmit a request for training, as funds become available. That request will be given first consideration but may be disapproved due to higher training priorities, or lack of funding.

K. Employees will be selected for training on a fair and equitable basis.

15-3: The Employer and the Union agree to encourage employees in the unit to do the following:

A. Participate cooperatively in training and development activities designed to help them perform more effectively in current and future assignments.

B. Keep informed of changes occurring in their fields, crafts, trades, professions, or occupations.

C. Undertake self-development activities that will better qualify them for their work or profession.

D. Report to their supervisor or the NAF HRO, as appropriate, any training or development activities they complete on their own so the information will be available for consideration on the employee's behalf.

E. Utilize, as appropriate, and share with fellow employees to the maximum extent practicable the new skills and information they acquire in the base training program.

## **ARTICLE 16**

### **BUSINESS BASED ACTIONS**

16-1: The Parties agree that Business Based Actions (BBA's) are non negotiable. BBA's will be conducted in accordance with the procedures in AFMAN 34-310. A BBA is a reduction in employment category or pay rate, a change to lower grade or pay band, a furlough of eight calendar days or more, or a separation action initiated by management for nondisciplinary reasons. The Parties further agree that the affected employee (s) have the right to appeal in accordance with the procedures in AFMAN 34-310.

16-2: The Employer will notify the Union of a Business Based Action (BBA) at the earliest possible date and prior to notification to affected bargaining unit employee(s) if possible. The notification letter requires acknowledgment of receipt by the Union President or designee. Upon acknowledgment of receipt the union will have 10 workdays to respond in writing to the notice. If no response is received the employer will have deemed the union has waived their rights to negotiate. If the union responds within 10 workdays the employer will schedule a meeting with the union within 5 workdays. The Union will be given the opportunity to review and comment on the BBA before advance notification letters are issued to employees. Notification to the Union will be in writing and include:

- a. The reason for the BBA
- b. The numbers, types, and grades of employees involved
- c. The anticipated effective date of the action

16-3: The union will have the opportunity to be present at all formal meetings with employees regarding BBA notices. The union will render its assistance in communicating the reasons for the BBA actions to the employees.

16-4: In the event of a BBA, and to minimize impact on bargaining unit employees, management will attempt to place employees in a continuing position that management elects to fill and for which the employee qualifies.

16-5: Advance Notice. The Employer gives the employee affected by a BBA advance notice of the effective date. The length of the advance notice varies, depending on the employee category and other factors. When possible, the Employer will provide a written notice to each regular bargaining unit employee affected by separation action thirty (30) calendar days prior to the effective date and fourteen (14) calendar days prior to the effective date for non-separation actions. Flexible employees will receive fourteen (14) calendar days notice prior to the effective date for separation and five (5) calendar days notice prior to the effective date for non-separation actions. Provisions in AFMAN 34-310 will govern employees in Career program positions. The Notice will be in writing and will contain the minimum requirements in accordance with AFMAN 34-310 to include the following:

- a. Type of action being taken and the reason

- b. Effective date of action
- c. Employee's service computation BBA date
- d. Right to appeal and time limits for making such appeal
- e. Right to file for unemployment compensation

16-6: Determining affected employees will be in accordance with AFMAN 34-310. The ranking process takes into account employee categories and both performance and seniority. Performance is the primary criteria. Employees are separated into four separate categories as listed in AFMAN 34-310. The last employees affected are Category 4 employees. Within the same category, if two or more employees have the same performance score, the Service Computation Date (SCD) for seniority (SCD-BBA) is used to rank regular employees, while length of service is used for flexible employees. If all is still equal for regular category employees and the ranking process results in a tie the date of appointment shall be the determining factor. Should this process still result in a tie, then individual awards other than performance evaluation awards for the past two (2) years will determine the ranking order of affected individuals

16-7: Subject to the provisions of the Privacy Act, the BBA retention register is maintained by the HRO. A sanitized retention register may be made available with prior written notification for review upon request only to the union and the affected bargaining unit employee who receives a BBA notice.

16-8: Eligible employees affected by a BBA who are placed in lower graded positions will be in a save pay status in accordance with AFMAN 34-310 for a maximum of two (2) years. Pay for pay band employees who are placed in a lower graded position will be set in accordance with AFMAN 34-310.

16-9: Eligible employees will be given severance pay in accordance with applicable regulations and will be identified in the BBA letter to the employee.

## ARTICLE 17

### EMPLOYEE PERSONNEL RECORDS

17-1: It is agreed that the Employer will maintain and secure employee's official personnel records in accordance with applicable regulations. Employees are responsible for submitting documents and information to their supervisor and the HRO in order to keep their records current and complete.

17-2: Official Personnel Folder (OPF). The employee's OPF is prepared and maintained by the NAF HRO. The OPF contains records that accurately reflect the most essential information from date of employment to date of separation as outlined in AFMAN 34-310. The Employer agrees that:

a. Access to an employee's OPF will be restricted to those persons authorized such access under applicable regulations and upon appropriate arrangements with the Human Resources Office.

b. An employee's OPF will be disclosed to the employee or his/her representative, designated in writing upon written request of the employee. It is understood that certain items specified in applicable regulations, such as test materials, parts of investigative reports, relied upon in Employer actions, and medical records, may not be disclosed.

c. An employee will request permission from his/her supervisor and be allowed a reasonable amount of duty time to review his/her OPF. Employees may be released if the workload permits and approved by their supervisor.

d. An employee designated, in writing, as the personal representative of another employee in a formal grievance or appeal proceeding will, on request of the employee represented, be allowed a reasonable amount of duty time to review the OPF of the employee represented.

e. Material which might reflect unfavorably upon an employee's character or adversely affect one's government career will not be placed in his/her OPF or other official personnel records without the employee's knowledge unless, so authorized by law or regulations of higher headquarters. Upon written request the employee will be given a copy of each document prior to it being placed in the OPF.

17-3: Supervisor's Employee Work Folder. The Supervisor's Employee Work Folder (SEWF) is maintained by the first-level supervisor in a secured area or in a centrally located secured area depending on the instrumentality. The SEWF consists of job-related documentation generated throughout the course of the employee's employment. The content's of the folder will be in accordance with the requirements in AFMAN 34-310. The Employer agrees that:

a. Only a supervisor in the employee's chain of command will make entries on the employee's AF Form 971.

b. An employee may, upon request and at a time convenient with his/her supervisor, review and discuss with the supervisor entries in their SEWF. It is agreed that an employee may be asked to initial entries on his/her SEWF to signify that he/she has read and understood such entry. Such initialing does not indicate that the employee agrees with the content of the entry. If requested the employee will be given a copy of each document maintained in their SEWF

c. Access to the SEWF and contents will be limited to the employee, the employee's designee or designated Union representative, and to persons authorized official access under applicable regulations.

d. Letters of caution or warning filed in the employee's work folder will be removed and disposed of in accordance with applicable regulations. The SEWF will be reviewed by the supervisor at least annually to determine the appropriate retention of valid entries. Disciplinary entries or time-limited actions will be made in pencil and deleted in accordance with the time limits set forth in AFMAN 34-310.

e. Material that might reflect unfavorably upon an employee's character or adversely affect one's government career will not be placed in his/her SEWF without the employee's knowledge. Upon request the employee may be given a copy of any such document prior to it being placed in the SEWF.

17-4: Employees records will be maintained safeguarded, to include the disclosure of information and the disposition of records in accordance with the requirements in AFMAN 34-310.



## **ARTICLE 18**

### **NAF BENEFITS, INSURANCE PROGRAMS AND WORKER'S COMPENSATION ACT**

18-1: The Parties agree to encourage all eligible NAF regular employees to take advantage of the NAF Benefits and Insurance programs. As a regular category employee you are eligible but not required to enroll in the following benefits programs:

- a. Life Insurance; Eligible employees may elect life insurance coverage during their initial 30 days of employment or change of employment category. The employee must contact the NAF HRO to accept or waive life insurance coverage.
- b. Health Benefit Plans; Eligible employees may enroll in the DoD NAF Employee Health Benefit Plan within 31 days of employment or change of employment category or any other authorized period of enrollment. The employee must accept or waive the Health Benefit Plans through the NAF HRO.
- c. 401K Savings Plan: The NAF 401(k) savings plan is a voluntary individual savings and investment plan. Employees may enroll in the plan upon completion of 30 days of regular category NAF employment. The employee must contact the NAF HRO to accept or waive the 401(k) savings plan.
- d. AF NAF Retirement Plan; In order to be eligible for the AF NAF Retirement Plan, the employee must have 12 months of regular AF NAF Time in Service. The employee must complete AF Form 2388 to enroll or not to enroll in the AF NAF Retirement Plan through the NAF HRO.

18-2: The NAF HRO and or designee are the benefits and insurance point of contact for program information and enrollment.

18-3: The Parties agree that employees will promptly notify the supervisor of any job-related injury. Employee injury compensation forms will be promptly processed locally by the Employer in accordance with the Longshore and Harbor Worker's Compensation Act (LHWCA) and related statutes. The Employer, Union and bargaining unit employees will comply with all applicable laws, rules and regulations governing job related injuries, disease, or death – specifically, the Longshore and Harbor Workers' Compensation Act, U.S. Department of Labor regulations, AFI 34-308, and AFMAN 34-311. The Employer will conduct appropriate follow-up actions on workers' compensation claims for bargaining unit employees.

## **ARTICLE 19**

### **HEALTH AND SAFETY**

19-1: The Employer agrees in accordance with applicable laws and regulations, to provide and maintain safe and healthful working conditions for all employees in the bargaining unit, and the Union agrees to cooperate, as appropriate, in this effort. It shall be the responsibility of the Employer to establish and maintain an effective and comprehensive Occupational Safety and Health Program.

19-2: It is agreed that employees share in the responsibility for maintaining a safe and healthy work environment. In the interest of their own safety as well as that of others, they should be alert to unsafe and unhealthy practices, conditions and equipment and must adhere to prescribed safety rules, procedures, and practices, and will be encouraged to do so by both the Union and Employer. Employees must comply with all safety and health directives and promptly report on-the-job accidents and injuries to their supervisor.

19-3: It is agreed that when an employee believes his/her work involves unsafe or unhealthy conditions beyond the duties normally required, he/she should report the matter to his/her supervisor and explain the nature of the risk he/she believes is involved. Management will take needed measures to minimize avoidable hazards and will promptly inform the employee of its decision. It is recognized that, while no supervisor should direct the performance of a task under unsafe conditions, (except in emergencies or as a normal requirement of the job), the Employer retains the right to direct employees and to determine the methods, means, and personnel by which such operations are to be conducted.

19-4: The Employer will ensure that bargaining unit employees have been properly oriented on the use of new equipment or machinery and will insure that this equipment or machinery has been properly inspected for safety before initial use. Thereafter, employees are responsible for ensuring day-to-day safety requirements are met. Equipment or machinery will be maintained and repaired in accordance with appropriate safety procedures.

19-5: Article 18 addresses workers' compensation provisions for injuries on the job. Employees should promptly report to their supervisor any on-the-job injury and any illness or disease that may be job related so they can receive appropriate examination and/or treatment. Prescribed report forms must also be completed and submitted by the employees and the Employer to make a record of the case and to enable the employee to claim any benefits to which he/she is entitled. In cases of serious injury, the supervisor should arrange for immediate medical treatment and submit the authorization forms within 24 hours. If the employee elects to be treated by his/her own physician, the employees must ensure their provider accepts workers compensation

19-6: The Employer will advise the Union prior to a scheduled health and safety inspection. This does not apply to periodic safety evaluations performed by designated Lackland AFB or Headquarters safety representatives. The designated NAF Union safety representative will be invited to attend all in-briefs and out-briefs provided by inspectors on staff assistance teams. The employer agrees to allow the NAF union safety representative to accompany and observe a health and safety inspection that is conducted within an activity. Reports of the inspections will be made available for review by the Union. The Union will be given the opportunity to provide input to management for consideration regarding the results.

19-7: The Parties agree that there is zero tolerance for violence in the workplace. Incidents of Violence in the Workplace will be handled in accordance with base policy and appropriate law and regulations. The employer is committed to maintaining a work environment free from violence, threats of violence, harassment, intimidation, and other disruptive behavior. All reports of incidents will be taken seriously and will be dealt with appropriately. Individuals who commit such act may be removed from the premises and may be subject to disciplinary action, criminal penalties, or both.

19-8: The employer agrees to provide the required tools, safety or protective equipment that is reasonably fitted and cost effective, in accordance with required and authorized by Air Force directives, regulations, laws and standards. Safety shoes will have a ceiling cost determined by the activity and the employee will pay any cost over the allowed ceiling.

19-9: The Employer agrees to notify the Union of the death of any employee in the Bargaining Unit.

19-10: The Employer will provide the Union with a quarterly employee injury report as applicable.

## **ARTICLE 20**

### **MATTERS APPROPRIATE FOR CONSULTATION OR NEGOTIATION**

20-1: Matters appropriate for consultation or those appropriate for negotiation between the Parties are personnel policies, practices, and matters affecting working conditions of bargaining unit employees which are within the control of the Employer's authority and to the extent that 5 USC 7106 of the Statute allows.

20-2: Either party having a requirement to negotiate and or consult with the other will give advance notice to the other party, including a written statement of subject matter to be discussed and the circumstances, if any, which generated the request for discussion. It is further agreed that these matters relate to policy determinations in the above areas and not day-to-day operations or individual dissatisfactions.

20-3: The Employer and the Union will meet at reasonable times and consult in a good-faith effort with respect to personnel policies, practices, and matters affecting working conditions, so far as may be appropriate under applicable law and regulations unless otherwise covered by this agreement.

20-4: The following procedures will apply for the implementation of changes in personnel policies, practices, and working conditions, which are not otherwise covered by this Agreement. The Employer will give the Union prior notice of proposed changes in personnel policies, practices and working conditions. If the Union requests negotiation on the subject, the Parties will make good-faith efforts to arrive at mutual agreement prior to implementation of the change.

a. The Employer will identify all proposed changes of working conditions and notify the Union at least 7 work days in advance (when practical) of the proposed effective date. As a minimum, the notification will include the names of the affected employees (when appropriate), their work location, and the nature of the change.

b. If the Union does not present its views or request negotiation within three (3) work days after receipt of proposed change, the Employer will implement. If the Union requests negotiation the parties will meet to negotiate within three (3) work days or at a mutually acceptable time. The Employer will conduct an information sharing meeting, when appropriate, to attempt to resolve the proposed changes. If the proposed change needs to be accomplished in a shorter time, the parties will do so.

20-5: All impasses in negotiations will be resolved in accordance with 5 USC, Chapter 71.

20-6: The normal point of contact between the Union and the Employer for the purpose of discussing questions that may arise concerning the general administration or interpretation of this agreement, regulations, or other matters involving the overall relations between the parties, shall be: for the Union, the NAF Vice President or designee; for the Employer, the NAF LRO/HRO or designee.

## ARTICLE 21

### DETAILS AND ASSIGNMENTS

21-1: Details are defined in, and will be accomplished and documented in accordance with AFMAN 34-310 and appropriate regulations. Details are a temporary assignment of an employee to a different position without a change in pay. The employee receives credit for experience and training while he/she is assigned away from his/her official position, but receives the salary attached to his/her official position. When properly used, details contribute to efficiency, economy, and the integrity of organization and manpower assignment.

21-2: *In unusual situations where it may be necessary to detail an employee to a position or to duties in which he/she has had little or no previous experience, the employee will be given appropriate orientation and instruction in the duties and responsibilities to be performed.*

21-3: The detailing supervisor:

- a. Notifies the employee, in writing, of the detail.
- b. Provides the HRO a copy of the written notification for filing in the employee's OPF.
- c. Gets T&A records from the using supervisor.
- d. Assists the using supervisor in taking any required action (disciplinary or meritorious) during the period of the detail.
- e. Makes sure the detail is promptly terminated or extended.
- f. Records the detail on the AF Form 971, and ensures the employee updates the experience in the OPF.

21-4: It is agreed that qualifications and abilities must be primary considerations in selecting employees for details. However, in the case of similar qualifications and abilities experience will be considered from among the qualified employees available. To ensure fair and impartial treatment of all employees, such benefits as enhanced qualifications or improved promotional possibilities must be considered as well as any disadvantages of the detail.

21-5: Management will recognize the personal dignity of the employee and the type and level of their regular duties and responsibilities compared to those they will be performing on a detail.

21-6: Selection of an employee will be fair and equitable in relation to all employees available for detail. Such matters as assignments that enhance qualifications, offer promotion possibilities, or entail other benefits will be fully considered.

**21-7:** The Employer agrees that temporary work assignments should be as closely related to the regular duties of the employee's position and to the employee's abilities and qualifications as operating needs will allow.

**21-8:** Details will not be used as a form of punishment.

**21-9:** The first line supervisor will maintain a detail roster of all employees who have been detailed. This roster can be reviewed by the NAF Vice-President or NAF Steward. The roster will contain the following information:

- A. Employee's Name
- B. Grade and Title of position detailed to
- C. Dates detail started and ended

## **ARTICLE 22**

### **JOB OPPORTUNITIES**

22-1: The purpose and intent of the provisions contained in this article are to ensure a consistent manner with equity to all employees and without regard to political, religious, or labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, non-disqualifying physical handicap, or age, and shall be based solely on job-related criteria. It is agreed that the Employer will use the skills and abilities of bargaining unit employees to the maximum extent possible consistent with mission requirements and applicable laws and regulations.

22-2: All Regular positions will be announced and posted for a minimum of 7 calendar days. Newly established regular and flexible positions will also be announced for a period of 7 calendar days. The vacancy announcement will contain a summary of duties and minimum qualifications required for the job. A copy of all vacancy announcements will be forwarded to each activity via the email system for posting on the employee's bulletin board. Employee vacancy announcements can also be viewed on the Services website at <http://www.lacklandservices.com>

22-3: Employees are responsible for being aware of announced vacancies during periods of absence. The employee applies for the vacancy by submitting the AF Form 2550 to the Human Resources Office.

22-4: It is agreed that vacant positions will be filled from among qualified applicants in accordance with the procedures in AFMAN 34-310. The Union recognizes that the Employer has the right to use other employment methods to fill a position.

22-5: Internal/External hiring procedures will be in accordance with the employment requirements in AFMAN 34-310.

22-6: Upon the employee's request, the selecting official will advise the employee why he or she was not selected for the position.

## ARTICLE 23

### POSITION GUIDES AND CLASSIFICATIONS

23-1: The Parties agree that the Employer is responsible for determining the duty assignments of each position and for the accuracy and adequacy of each Position Guide (PG)/Position Description (PD). The PG/PD of employees will accurately reflect the major duties, responsibilities, and supervisory relationship of the position. The Parties agree employees performing work will be paid at the appropriate rate for the work performed. A PG is prepared for all NAFI pay band positions and a PG/PD is prepared for all NAFI non-pay band positions. AF Form 1702 is a multipurpose form used for PGs. The form records the primary duties and responsibilities, qualifications, performance standards, and training requirements of NAFI pay band positions. A PG/PD 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. However, significant changes to a position will be incorporated into the PG/PD to assure the position is correctly classified. When assigning minor or occasionally performed duties, management agrees not to assign duties that are unsafe or illegal.

23-2: Employees may review their PG/PD and discuss it with their supervisor or other appropriate management official. Supervisors will review the Position Guide/Position Description with employees at least once a year at the completion of the annual appraisal cycle. The supervisor and employee will document the review and sign the annual review in the employees 971.

23-4: It is agreed that an employee who believes his/her PG/PD does not properly describe the duties and responsibilities of his/her position should first discuss the matter with his/her supervisor. Should the supervisor be unable to answer the employee's question, the supervisor and employee may meet with the NAF HRO for clarification. ***If the issue is still not resolved the employee may file a grievance in accordance with the NGP, however the employee may only grieve whether the PG/PD accurately states their duties.***

***23-5: The classification of an employee's position to a particular pay system, grade or pay band, series or title is the responsibility of the NAF HRO and is non grievable.***

23-6: If an employee's position is downgraded, because of a change in classification standards or a misclassification is corrected. This includes correcting a tentatively classified position changed by a higher headquarters final classification. The employee is notified in writing at least seven calendar days prior to the effective date of the action. The notice of memorandum includes:

- a. Detailed reasons for the change to the lower grade or pay band.
- b. Why the previous classification was wrong.
- c. How applying the new or revised classification standards resulted in classifying the position at a lower grade or pay band.
- d. The effective date of the change to lower grade or pay band.



- e. An explanation of the employee's right to appeal, including how and where to appeal, and the time limits for making such appeal.
- f. The name, location, and phone number of the person in the HRO designated to provide assistance.
- g. An explanation of the employee's entitlement to retained grade and/or pay.

23-7: Upon request, management will provide the Union a copy of a specific position guide.

23-8: Article 21 contains information about employee's PG/PD regarding a detail.

## **ARTICLE 24**

### **PERFORMANCE EVALUATION AND INCENTIVE AWARDS**

24-1: Performance Evaluations; Communication between supervisors and employees concerning job performance is essential for maintaining and increasing employee motivation and productivity. Knowledge of performance standards provides the employee with a solid basis for orienting job behavior and setting goals.

24-2: The parties agree that Management will establish performance standards and communicate those standards to employees. Employee participation or input into the establishment of performance standards may be allowed.

24-3: There must be a relationship between the expected performance and job results. The supervisor will provide assistance to assigned employees in order for them to reach their highest performance potential. Performance problems will be handled in accordance with the requirements in Article 26 of this agreement.

24-4: Communication between supervisors and employees concerning job performance is essential for maintaining and increasing employee motivation and productivity. Knowledge of performance standards provides the employee with a solid basis for understanding job behavior and setting goals. Employees will be provided performance feedback at the mid-point of each annual appraisal cycle and the original copy will be placed in the Supervisor's Employee Work Folder. Feedback will be documented on the NAF Employee Performance Feedback Worksheet. Additional feedbacks may be required as determined by the employee's supervisor. Employees will be given a copy of the performance feedback form.

24-5: An employee may bring to their supervisor's attention positive points of performance appropriate for consideration during a rating period. Employees are encouraged to inform their supervisors during the rating period of their accomplishments. The employee may also point out situations where his performance was influenced by factors beyond his control which affected the level of performance during the rating period.

24-6: The supervisor will discuss the performance evaluation with the employee and provide the opportunity to sign it prior to making it a part of the employee's record. A copy of the completed NAF Employee Performance Evaluation will be given to the employee by the supervisor at the time of review.

24-7: An employee may grieve their performance evaluation.

24-8: The original copy of the official performance evaluation will be kept in the employee's Official Personnel Folder (OPF). If the employee grieves his performance evaluation, no documentation of the grievance will be kept in the OPF. Only the final performance evaluation will be filed in the employee's OPF.

24-9: An employee whose NAF Employee Performance Evaluation is rated unsatisfactory will be provided with written notice of how the performance has been unsatisfactory, to include specific examples of performance deficiencies. Regular and Flexible employees no

longer in their probationary period will be given a minimum of 30 calendar days to bring performance up to an acceptable level. During this period, the Employer will provide assistance to help the employee improve his performance. At the conclusion of this period, a performance evaluation will be prepared documenting the employee's performance or may take appropriate action in accordance with the applicable NAF Personnel Program Management and Administrative Procedures.

24-10: An employee must have performed in the official position for 90 days or more in order to be evaluated against the performance standards of the position. If a new employee has less than 90 days in the position at the time of annual performance evaluation (hired after 1 Jul), the appraisal period is extended until completion of the 90-day period. When the 90-day period ends, the supervisor prepares the annual performance evaluation. Appraising annual performance under other circumstances is in accordance with the following:

A. If an employee moves within the Agency between 1 Oct and 30 Jun, the losing supervisor may prepare information concerning performance and forward it to the new supervisor. The new supervisor prepares the annual performance evaluation because the employee has been in the position at least 90 days at the time of annual performance evaluation.

B. If an employee moves within the Agency between 1 Jul and 30 Sep, the losing supervisor prepares the annual performance evaluation.

C. If the supervisor departs between 1 Oct and 30 Jun, the departing supervisor may prepare information concerning performance and forward it to the new supervisor. The new supervisor prepares the annual performance evaluation because he will have supervised the employee for at least 90 days at the time of annual performance evaluation.

D. If the supervisor departs between 1 Jul and 30 Sep, the reviewing official prepares the annual performance evaluation. The departing supervisor may provide information concerning performance for the reviewing official.

24-11: Incentive Awards; The Employer and the Union agree that recognition should be granted to an employee who, by their own efforts and initiative contributes considerably more to the operation than normally would be expected. One of the purposes of the Incentive Awards Program is to recognize and reward employees. The supervisor initiates the award on AF Form 1001. The employee should inform their supervisor of any additional recognition that they may receive such as letters of appreciation, awards, special achievements etc.

24-12: The Employer and the Union agree that the following are the types of incentive awards available to employees in the bargaining unit in accordance with AFMAN 34-310:

a. Performance Award: Given to employees to recognize outstanding performance of a continuing basis.

b. Special Act or Service Award: Given to an employee for a specific event that results in a 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, not exceeding \$250.

d. Service Recognition: Given in recognition to employees who have 5, 10, 20, 30, 40, and 50 years of service.

e. Honorary Award: Given to an employee in accordance with applicable regulations, including AFMAN 34-310.

f. Suggestion Program: Employees are encouraged to suggest improvements that result in tangible and intangible benefits. Certificates and letters will be sent to the employee in recognition of an approved suggestion and a copy of the letter will be entered in the employee's Official Personnel Folder (OPF). The approved suggestion will also be recorded in the employee's AF Form 971 file.

g. Time-off Awards: Grant time-off from duty to an employee without loss of pay or charge to leave.

h. Civilian Employee of the Quarter and Year Awards Program, SVD OI 36-7.

24-13: Appropriate publicity should be provided for incentive award recipients, exclusive of annual performance awards.

## **ARTICLE 25**

### **EMPLOYEE CONDUCT AND INDEBTEDNESS**

25-1: It is agreed that employees are expected to comply with prescribed standards of conduct on the job and to avoid conduct off the job that will bring discredit on the Air Force or interfere with the effective performance of their official duties. Supervisors are expected to keep employees informed of the applicable standards of conduct and to call their employees' attention to the examples of misconduct covered by the Guide to Disciplinary Action attached to AFMAN 34-310.

25-2: The parties agree to encourage employees to avoid excessive indebtedness and to pay their debts regularly. They further agree that an employee's failure without good reason to honor his/her just debts or to make and adhere to satisfactory arrangements with his/her creditors to settle a just debt may be proper cause for disciplinary action. A just debt is one that is acknowledged by the employee as valid or one that has been reduced to a court judgment. It is also agreed that if a debt complaint is brought to an employee's attention, he/she will be allowed to request leave through his/her supervisor to secure information and advice as to the validity of the debt.

25-3: The parties agree that the Employer can neither serve as a collection agency for employee's debts nor determine the validity of those debts. The Employer agrees to require adherence to the procedures prescribed in applicable regulations for handling debt complaints.

## ARTICLE 26

### DISCIPLINARY AND ADVERSE ACTIONS

26-1: The Employer and the Union agree that one of the most important means of avoiding the necessity for disciplinary actions is by encouraging supervisors and employees to recognize and fulfill their respective responsibilities. The parties agree it is the right and responsibility of the Employer to take disciplinary actions against an employee for just cause. The Employer agrees that disciplinary actions must be consistent with applicable laws, rules and regulations, that they must be fair and reasonable, and the penalty selected must not be clearly excessive in relation to the offense and prior practice, and must not otherwise be unreasonable.

***26-2: The purpose of disciplinary action is to correct and rehabilitate the employee. A disciplinary action is an action taken by management to correct an employee's delinquency or misconduct.***

a. Disciplinary actions include:

- (1) An oral admonishment
- (2) A letter of reprimand
- (3) A termination (flexible employees only)
- (4) A suspension (regular employees only)
- (5) A removal (regular employees only)
- (6) In some cases, a demotion (reduction in grade or pay band) (regular employees only)

b. Disciplinary actions do not include:

- (1) Application of a revised prevailing rate schedule when there is no change to the position.
- (2) A BBA
- (3) A reduction in the number of guaranteed hours that does not result in a change in the employee's employment category.
- (4) An action taken against an employee serving a probationary period.
- (5) A change in duty shifts that results in the loss of differentials or premium pay.

(6) An action taken as the result of the termination of a temporary promotion.

(7) A resignation, change to lower grade or pay band, or reduction in pay or hours when voluntarily initiated by the employee.

26-3: The fact-finding may include interviews or written statements from the potentially affected employee and witnesses to the alleged incident. An employee who reasonably believes discipline may result may have a representative present during such meetings.

26-4: Interviews, inquiries, and counseling for disciplinary matters will be conducted in private without the knowledge of other employees if it is within the control of the employer such in a manner as to minimize any personal embarrassment to the affected employee.

**26-5: *Management should issue timely disciplinary actions. The Employer will impose or serve upon the employee one of the following:***

a. In the case of oral admonishment, the decision on the action itself; or

b. In the case of a written reprimand, suspension, or removal, a notice of proposed action (oral proposal for reprimand and written proposal for suspension or removal).

26-6: Upon request, the affected employee will be provided a copy of all material relied upon to support the proposed action.

26-7: An employee may respond orally or in writing to a proposed disciplinary action. The employee will be given seven (7) calendar days to provide an answer to the proposed action. In accordance with AFMAN 34-310, this does not apply, however, to the crime provision or if retention of the employee during a notice period will result in damage to or loss of property or funds; be detrimental to the interests of the government; or impose an undue risk to the safety or welfare of the employee, other employees, or the general public. In those instances, the notice period can be 24 hours.

26-8: Upon written request, management will grant the Union representative official time to assist the employee in the preparation of his response and will normally grant this request as promptly as the workload will allow. If requested in writing, an employee may be granted an extension. The request should include the amount of additional time and the reason(s) for the extension. Notices of final decision will advise employees of their right to grieve or appeal the action as appropriate. The decision is based on the charge(s) in the Notice of Proposed Disciplinary action and must take into account the employee's answer, if any, to the proposed action.

26-9: It is agreed that notices of proposed disciplinary actions are not grievable. The action may be grieved upon issuance of the decision.

26-10: The notice of proposed action or notice of decision will be delivered to the employee in person at the work site, if the employee is in a duty status. If the employee is

not in a duty status, the notice will be forwarded to the employee by first class, certified, or registered mail.

26-11: An employee who has received a notice of proposed disciplinary action may obtain advice and assistance from the Union in preparation of their reply.



## **ARTICLE 27**

### **DoD NAF AREA WAGE SURVEY**

27-1: Wage surveys shall be governed by United States Office of Personnel Management Operating Manual Federal Wage System Non-appropriated Fund.

27-2: The Union may be given the opportunity to participate as data collectors in locality wage surveys affecting employees in the bargaining unit according to applicable regulations and as authorized by the lead agency designated by the DoD Civilian Personnel Management Service Wage Setting Division.

## **ARTICLE 28**

### **NEPOTISM**

28-1: The Parties agree to adhere to all applicable regulations, policies and procedures regarding nepotism. In order to prevent favoritism and collusion, the appointment, employment, and promotion to a position where a direct supervisory relationship exists involving relatives will be strictly governed by applicable regulations.

- a. An official may neither appoint, employ, promote, advance, nor advocate for appointment, employment, promotion, or advancement, any individual who is a relative, in a civilian position in the NAFI in which he/she is serving, or over which he/she exercises jurisdiction or control.
- b. Official means a member of the uniformed services, an APF or NAF employee, or any other individual who has the authority or in whom the authority has been delegated, to appoint, employ, promote, or advance individuals; or to recommend individuals for appointment, employment, promotion, or advancement.
- c. Relative means an individual related to the official as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.
- d. This does not prohibit the employment of a preference eligible individual who is a relative, if an alternate selection cannot be made of a preference eligible individual who is not a relative.
- e. Relatives are not prohibited from working in the same NAFI; however, such employment is prohibited if it results in a conflict of interest situation. Such employment may also be prohibited for other reasons which maybe disruptive to work, and interfere with the orderly operation of the NAFI. Management shall give consideration to how the employer/employee relationship will be perceived by the workforce, as well as the general public.

28-2: The fact that an employee is a relative of another employee will not of itself prevent such employee from being considered for employment in the same facility/activity so long as the relative is not in the direct chain of command or supervision.

28-3: In connection with personnel actions, supervisory personnel are prohibited from engaging in any conduct or action that might result, or appear to be giving preferential treatment to any relative.

## **ARTICLE 29**

### **Equal Employment Opportunity**

29-1: The Parties agree that all employees shall receive fair and impartial treatment and there shall be no discrimination or preferred treatment in employment on the basis of race, color, age, religion, sex, national origin, political affiliation, sexual orientation, marital status, disability, membership in an employee organization, or other non-merit factor.

29-2: The Parties jointly support the Equal Employment Opportunity Program and in eliminating any and all discrimination and /or preferential treatment.

29-3: The Parties agree the Employment Policies, Requirements, and Restrictions in accordance with AFMAN 34-310 and the DoD will be adhered to in determining equal employment opportunity.

## **ARTICLE 30**

### **DURATION OF AGREEMENT**

30-1: This Agreement as executed by the Parties shall remain in full force and effect for a period of three (3) years from the date of its approval by HQ AETC and the Department of Defense Field Advisory Service (Agency).

a. The head of the Agency shall approve the agreement within 30 days from the date the agreement is executed by the parties if the agreement is in accordance with the provisions of applicable laws, rules, or regulations.

b. If the Agency does not approve or disapprove the agreement within the 30 day period, the agreement shall take effect and be binding on the Employer and the Association on the 31st day.

c. In the event that a particular article or section of an article is not approved by the Agency, the remainder of the agreement shall take effect as provided by law. The articles or sections of an article not approved by the Agency shall later be incorporated as negotiations or appropriate remedies dictate and are subsequently approved by the Agency.

30-2: Re-negotiation. Either Party desiring to re-negotiate this Agreement must give the other Party written notice not less than 90 calendar days but not more than 120 calendar days prior to the next expiration date. In the event notice is given, the Parties will meet to develop ground rules within 30 calendar days unless otherwise mutually agreed. If negotiations are not completed by the expiration date, the Agreement will automatically extend until a new agreement is mutually agreed upon and approved.

30-3: Automatic Renewal. Unless either Party initiates re-negotiation, this agreement will automatically renew for an additional duration period of three (3) years; the next expiration date will be on the anniversary of the original expiration date. There is no limit to the number of automatic renewals, as long as neither party requests re-negotiations.

30-4: Reopening. Either Party may open this Agreement for supplementation at any time after it has been in force and in effect for at least 18 months. Requests for such supplementation by either party must be in writing and must include a summary of the proposed supplement. This Agreement is subject to re-opening only as follows:

- a. The pertinent parts (Articles or Sections) will be reopened upon the request of either party for revision or amendment as required by new laws or regulations of appropriate higher authorities.
- b. Either party may submit a written request for midterm bargaining identifying the specific articles to negotiate not to exceed 6 articles per party. If such notice is given, this agreement will remain in full force and effect until the changes have been negotiated and approved, but not past the original agreement termination date. Proposed articles received after the 18 month point will not be accepted by either party.

- c. Supplements will be duly executed by the Parties and become effective upon approval by HQ AETC and the DoD Field Advisory Service.

30-5: The waiver or breach of any condition of this Agreement by either Party will not constitute a precedent in the future enforcement of all the terms and conditions herein.

30-6: Should any part or any provision of the agreement be rendered or declared invalid or illegal by reason of any existing or subsequent law, regulation or rule, the invalidation of such part or provisions shall not invalidate any of the remaining parts or provisions, and shall remain in full force and effect. The Parties recognize that changes are occasionally made in laws, which are binding on the Employer and the Union. This agreement will be brought into conformance with such changes in law anytime it is re-negotiated.

## NEGOTIATED GRIEVANCE PROCEDURE FORM

**STEP 1:** To be completed by the employee when filing a grievance under Article 9 of the Labor Agreement between 37 MSG and AFGE Local 1367-NAF located at Lackland AFB, TX.

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Employee's Name: \_\_\_\_\_  
(Please Print or Type)

Organization/Office Symbol: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Employees initials one of the following:

\_\_\_\_ I want union representation                      \_\_\_\_ I do not want union representation

Union Representative's Name: \_\_\_\_\_

Organization/Office Symbol: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Supervisor's Name: \_\_\_\_\_

Organization/Office Symbol: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Description of Management Action being grieved:

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(If more space is required, attach a sheet of paper as a continuation sheet)

Specific Remedy being sought:

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(If more space is required, attach a sheet of paper as a continuation sheet)

I agree to submit my grievance to mediation for a hearing and resolution. I understand that my representative will be authorized to attend such meeting with me.

I do not wish to have my grievance submitted for mediation.

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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**FOR CERTIFICATION TO GRIEVANCE MEDIATION ONLY**

TO: 37 MSS/DPCE

ATTENTION: NAF Labor Relations Officer

I have reviewed this grievance and hereby submit it for mediation under the Lackland Alternative Dispute Resolution (ADR) Program:

President, AFGE Local 1367-NAF Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Employee's Supervisor: I have reviewed this grievance and hereby \_\_\_\_ agree \_\_\_\_ do not agree to mediate under the Lackland Alternative Dispute Resolution (ADR) Program.

Supervisor Signature \_\_\_\_\_ Date: \_\_\_\_\_

**NOTE:** If the supervisor's decision is not to agree to the mediation the grievance will go to STEP 2 in the grievance procedure process.

Grievance Tracking Number (GTN): \_\_\_\_\_  
(Assigned by the Labor Relations Officer)

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**TO BE COMPLETED ONLY WHEN THE EMPLOYEE ELECTS THE REGULAR  
PROCEDURE OVER MEDIATION:**

My decision and rationale is as follows:

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\_\_\_\_\_  
Signature and Date, Step 1 Deciding Official



**NEGOTIATED GRIEVANCE PROCEDURE FORM**

**STEP 2**

To: \_\_\_\_\_  
(Step 2 Deciding Official)

I hereby submit the issue and remedy identified at Step 1 for consideration under Article 9, Paragraph 9-6 b; Negotiated Grievance Procedure. Attached for your information is the Mediation Report/Step 1 decision.

Employee's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

My decision and rationale is as follows:

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature and Date; Step 2 Deciding Official

**NEGOTIATED GRIEVANCE PROCEDURE FORM**

**STEP 3**

To: \_\_\_\_\_  
(Step 3 Deciding Official)

I hereby submit the issue and remedy identified at Step 1 for consideration under Article 9, Paragraph 9-6c; Negotiated Grievance Procedure. Attached for your information is the Mediation Report/Step 2 decision.

Employee's Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

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My decision and rationale is as follows:

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\_\_\_\_\_  
Signature and Date; Step 3 Deciding Official

SIGNED THIS 6<sup>TH</sup> DAY OF FEBRUARY 2007

**Approved by the Department of Defense on Mar 08 2007**