

Negotiated Agreement  
Between  
Non-Appropriated Funds Management  
Of  
Altus AFB, OK  
And  
AFGE Local 2586

30 June 2008

This page intentionally left blank for print layout purposes.

## TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
1	EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT	4
2	PROVISIONS OF LAW AND REGULATIONS	4
3	MATTERS APPROPRIATE FOR NOTIFICATION AND	5
4	EMPLOYEE RIGHTS AND RESPONSIBILITIES	6
5	EMPLOYER RIGHTS AND RESPONSIBILITIES	6
6	UNION RIGHTS AND RESPONSIBILITIES	7
7	UNION-MANAGEMENT MEETINGS	7
8	PAYROLL WITHOLDING OF DUES	8
9	BULLETIN BOARDS	10
10	TOOLS AND SPECIAL CLOTHING	10
11	FOOD FACILITY EMPLOYEE MEAL BENEFITS	11
12	EMPLOYEE DEVELOPMENT AND TRAINING	12
13	ORIENTATION IN LABOR-MANAGEMENT RELATIONS	12
14	UNION REPRESENTATION	13
15	POSITION CLASSIFICATION	13
16	HOLIDAYS	14
17	STAFFING	14
18	HOURS OF WORK	15
19	OVERTIME	16
20	PERFORMANCE REVIEWS AND APPRAISALS	17
21	PAY INCREASES	18
22	LEAVE	19
23	EXCUSED ABSENCE WITH PAY	21
24	LEAVE WITHOUT PAY	22
25	SAFETY, HEALTH AND WELFARE	23
26	NEPOTISM	24
27	TRAVEL	25
28	GRIEVANCE AND APPEAL PROCEDURES	25
29	ARBITRATION	28
30	ADVERSE AND DISCIPLINARY ACTIONS	29
31	BUSINESS BASED ACTIONS	30
32	DURATION AND CHANGES	32

## **PREAMBLE**

This Agreement is made by and between Altus Air Force Base, Oklahoma, (Employer) and the American Federation of Government Employees, Local 2586, (Union).

## **ARTICLE 1**

### **EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT**

Section 1: The Employer recognizes the Union as the exclusive bargaining representative of all employees in the unit as defined in Section 2 of this article.

Section 2: The unit to which this agreement is applicable consists of all non-supervisory, non-professional regular and flexible Non-appropriated Fund (NAF) employees serviced by Altus AFB, Oklahoma NAF Human Resources Office.

Excluded from the unit are professionals, management officials, employees engaged in Federal Personnel work in other than a purely clerical capacity, confidential employees, and supervisors as defined.

Section 3: The Union, as the exclusive representative of the employees in the unit, recognizes the responsibility of representing the interests of all employees in the unit without regard to race, color, creed, sex or national origin, physical or mental handicap and without regard to Union membership with respect to grievances, personnel policies, practices, procedures and other matters affecting the morale and general working conditions of said employees in the unit.

Section 4: The Air Force recognizes: The right of employees to organize and express their views collectively or to refrain from such activity; that participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of Air Force business; that the efficient administration of the Air Force and the well-being of its employees require that orderly and constructive relationships be maintained between the Union and management officials; and that effective labor-management relations in the public service require a clear statement of the respective rights and obligations of the Union and the Employer.

## **ARTICLE 2**

### **PROVISIONS OF LAW AND REGULATIONS**

Section A. It is understood by both parties that changes are occasionally made by HQ AFSVA and higher headquarters regulations, which are binding on the Employer and employees.

Section B. Both parties agree that nothing in this Agreement will be construed as denying an employee any right entitled by law or regulation.

Section C. The Employer shall provide to the Union a copy of each regulation that impacts bargaining unit employees, including indexes, or the website URL where it can be accessed at the same time as the NAF Human Resources Office, Commander or Manager receives such. The Employer will provide the Union with copies of all AETC and Altus AFB supplements to such, or will provide access to the Local Area Network so that the Union may access the information. The Employer will provide the Union with all DoD, Air Force, AETC, Altus AFB and other Law, Code, Regulation, Policy Directive, Instruction, Manual, Pamphlet, and other publications that are normally maintained by the Human Resources Office, or the World Wide Web or Local Area Network address where it can be retrieved. The Employer agrees to update the Union with changes to such at the same time as the Human Resources Office itself receives such. The Employer shall provide the same information to the Union that it provides to Squadron Commanders and their Designated Representatives concerning changes to activity operating instructions.

### ARTICLE 3

#### MATTERS APPROPRIATE FOR NOTIFICATION AND NEGOTIATION

Section 1: It is agreed and understood that subjects appropriate for consultation and/or negotiation between the parties are personnel policies and practices and matters affecting conditions of employment which are within the discretion of the Employer, including but not limited to various aspects of occupational health and safety, employee training, labor-management cooperation, employee welfare and services, methods of adjusting grievances, hours of work, pay practices within the limits of the law, granting of leave, promotion plans, demotion practices, and business based actions.

Section 2: The obligation to meet and negotiate does not include matters with respect to the mission of an activity; its budget; its organization, the number of employees; and the numbers, types, and grades of positions or employees assigned to an organizational unit, work project or tour of duty; the technology of performing its work; or its internal security practices.

Section 3: It is further recognized that this agreement does not alter the responsibility of either party to meet with the other to advise, discuss, or consult and conscientiously seek mutually satisfactory solutions to matters within the discretion of the Employer which are not covered by this agreement.

Section 4: This Agreement does not alter the responsibility of either party to meet with the other to advise or discuss solutions to other matters not covered by this Agreement but otherwise appropriate for such discussions. The parties will negotiate on the impact and implementation of any matter required by law or regulation not covered by this Agreement.

## ARTICLE 4

### EMPLOYEES RIGHTS AND RESPONSIBILITIES

Section 1: The Employer and the Union agree that each employee in the bargaining unit has the right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization or to refrain from any such activity, and each employee shall be protected in the exercise of this right. This right also includes employee participation in the management of the Union and/or acting for the Union in the capacity of a Union representative. The Employer shall take the action required to assure that employees in the unit are apprised of their rights under this section, and that no interference, restraint, coercion, or discrimination is practiced within the unit to encourage or discourage membership in the Union.

Section 2: The rights described in Section 1 do not extend to participation in the management of the Union or acting as a representative of the Union by any employee, when the participation or activity would result in a conflict of interest or otherwise be incompatible with the official duties of the employee.

Section 3: Each employee has the right, regardless of whether he/she is a member of the Union, to bring matters of personal concern to the attention of appropriate officials under applicable laws, rules, regulations, or established agency policy; or to choose his/her own representative in an appellate action except when representing a grievance under the negotiated grievance procedure, see Article 29.

Section 4: Nothing in this Agreement shall require an employee to become or to remain a member of the Union, or to pay money to the Union, except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

## ARTICLE 5

### EMPLOYER RIGHTS AND RESPONSIBILITIES

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

- a. To direct employees of the agency;
- b. To hire, promote, transfer, assign and retain employees in positions within the agency, and to suspend, demote, discharge, or take other disciplinary action against employees;
- c. To relieve employees from duties because of lack of work or for other legitimate reasons;
- d. To maintain the efficiency of the Government operations entrusted to them;

e. To determine the methods, means, and personnel by which such operations are to be conducted; and,

f. To take whatever actions may be necessary to carry out the mission of the agency in situations of emergency.

Section 2: Where Altus AFB supplements are in conflict with this agreement, Altus AFB supplements are subordinate to the agreement. Where regulations of higher authority than Altus AFB are in conflict with this agreement, this agreement is subordinate to the higher authority.

## ARTICLE 6

### UNION RIGHTS AND RESPONSIBILITIES

Section 1: The Union, as the exclusive representative of employees in the bargaining unit, is entitled to act for and to negotiate agreements covering all employees in the bargaining unit; and is responsible for representing the interests of all such employees without discrimination and without regard to Union membership.

Section 2: The Union shall have the right to present its view to the Employer, either orally or in writing and to have such view considered in the formulation, development and implementation of personnel policies and practices, and matters affecting working conditions of employment, which are within the discretion of the Employer and appropriate for consultation and negotiation.

Section 3: The Union shall be given the opportunity to be represented at formal discussions between management and employees or employee representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees of the unit.

## ARTICLE 7

### UNION-MANAGEMENT MEETINGS

Section 1: The Employer agrees that meetings shall be held as the need arises and/or subject to the request of either party between the representatives of the Employer and the Union to confer on personnel policies and practices and other matters affecting working conditions of employees in the bargaining unit. The purpose of this article is not meant for meetings involving the formal discussion of existing grievances. For the processing of grievances and appeals, see Article 29.

Section 2: It is further agreed that the Employer shall schedule for and meet with the representatives of the Union at least once each quarter or more often when necessary, for the purpose of reviewing and discussing the common interests in establishing and maintaining labor-management cooperation between the Employer and the Union.

Section 3: The Union and Employer will exchange agendas for the scheduled meeting, when requested. Formal minutes at these meetings are not required. When a decision is made on an agenda item, the Force Support Commander, or designee, will give the decision in writing. Neither party is required to discuss any item at such scheduled meeting that they are not prepared to discuss.

## ARTICLE 8

### PAYROLL WITHHOLDING OF DUES

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

- a. The employee has voluntarily completed a request for such allotment of his/her pay.
- b. The employee regularly receives a normal amount of pay on the regularly scheduled paydays of the base and such pay is sufficient to cover the full amount of the allotment after other legal deductions have been made. Flexible employees may have an allotment for Union dues. However, if they do not work enough hours to cover the payment of dues it is the employee's responsibility to contact the Union for alternate payment options.
- c. The employee has no more than one current allotment for the payment of dues to an employee organization.

Section 2: The Union agrees that the amount to be withheld shall be the amount of the regular monthly dues, exclusive of initiation fees, assessments, back dues, fines, and similar charges and fees. The Shared Service Center (SSC), Randolph AFB, San Antonio, TX, will make allotment deductions each pay period in the biweekly amount shown on the SF 1188. If the amount of regular dues is changed by the Union, the NAF Payroll Office will forward to the SSC written notification furnished and signed by the President of AFGE Lodge, Local 2586, that the membership has approved such change and the amount of new deductions withheld. The effective date of such change shall be the beginning of the first complete bi-weekly pay period after receipt of the change notice, unless the Union specifies a later date. Only one such change may be made in any 12-month period.

Section 3: The Union agrees to acquire and distribute to its members the prescribed allotment form (SF 1187) to certify as to the amount of its dues, and to inform and educate its members on the program for allotments for payment of dues and the uses and availability of the required form. The allotment will be effective at the beginning of the first complete bi-weekly pay period after receipt of a properly completed and signed SF 1187 in the NAF SSC. The SF 1187 must have HRO coordination. An allotment shall be terminated:

a. When the employee leaves the unit as a result of any type of separation, transfer, or other personnel action, the Union and the Employer will ensure that employee's Health and Life Insurance Benefits are not adversely affected if temporarily promoted or detailed to a non-bargaining unit position and the employee is covered under any AFGE benefit plan.

b. Upon loss of exclusive recognition by the Union.

c. Upon receipt of notice from the Union that the employee is no longer a member in good standing.

d. When this Agreement is suspended or terminated by appropriate authority outside the Department of Defense.

Section 4: Effective date of termination of dues withholding allotment, which is not at the request of the employee, shall be the beginning of the first pay period following the date of the action which requires the termination of the allotment. The Union agrees to promptly notify the NAF Payroll Office when a member who has authorized dues withholding is suspended or expelled from the organization, such notice to be given within five (5) workdays.

Section 5: The Union agrees to forward to the NAF Payroll Office, within five (5) working days after receipt, any written revocation of allotment, which is received by the Union.

Section 6: The Employer agrees to maintain a supply of the form provided for use in revoking an allotment, "Cancellation of Payroll Deductions for Labor Organization Dues" (SF 1188), in the NAF Payroll Office, such form to be available to employees upon request.

Section 7: A member may voluntarily revoke an allotment for the payment of dues by filling out an SF 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues, and submitting directly to the Union office. An employee may revoke the allotment during the anniversary month in which the allotment was established. Termination of allotment under this section shall be effective with the first full pay period following the employee's revocation.

Section 8: The NAF SSC shall furnish to the Treasurer of the Union, at the end of each payroll cycle, the remittance for dues. A statement in duplicate giving the following information will accomplish the remittance:

a. Identification of office or installation;

b. Identification of Local;

c. Names of members for whom deductions were made, and amount of each deduction;

d. Names of members for whom deductions previously authorized were not made, with coding to show reason for non-deduction;

- e. Total amount withheld on the payroll;
- f. Net amount remitted;
- g. Copy of any written revocation received by the Employer, which is effective with the pay period in question.

## **ARTICLE 9**

### **BULLETIN BOARDS**

The Employer agrees to assign space on existing official bulletin boards large enough to accommodate the posting of at least two 8 ½ x 10 sheets of paper. Official bulletin boards will be located in common areas, such as break rooms, time clocks, etc., with easy access for all bargaining unit employees. Required postings include a copy of the Agreement and the identity of Union representatives. Additional items may be posted on the official bulletin board if space allows. If there is not adequate space on the official bulletin board, the Union shall provide a hanging folder to contain all additional postings. Additional postings shall consist of but not be limited to Union meetings, social events, and member benefits.

## **ARTICLE 10**

### **TOOLS AND SPECIAL CLOTHING**

Section 1: The Employer agrees to provide all special tools, special clothing, and special equipment employees may be required to use. Any damage to special uniforms in the performance of duty will be repaired or replaced by the Employer. Special clothing or uniforms will not be construed to include conventional clothing such as a white shirt or black trouser/skirts, unless said trouser/skirts have to meet certain specifications. The number of uniforms issued to each employee will be at the discretion of management based on the needs of the activity. Tools, clothing and equipment issued under the terms of this article remain the property of the Employer.

Section 2: Uniforms must be kept clean and serviceable. The Employee will be responsible for laundering of the uniform unless they work in a facility that has a uniform cleaning contract. Management will dry clean uniforms that require it on a routine, scheduled basis. An employee assigned tools, clothing and equipment will be liable for such. With management approval an employee may be granted permission to use his/her own personal tools and equipment to perform work.

Section 3: NAF personnel who do not have a uniform requirement will ensure their dress and appearance are appropriate for their position. Administrative staff will wear suitable office wear. Sports clothing (such as sweat suits), cut-offs, shorts, tank tops, or muscle shirts will not be

worn. Clothing with obscene words, pictures or profanity is not authorized. Blue jeans are permissible as long as they are in good condition (no holes, frayed seams, or faded areas). Suitable footwear will be worn at all times; flip-flops or house slippers are not considered suitable footwear.

Section 4: All NAF personnel will wear an official NAF nametag while on duty. The Employer will provide the first nametag. If it is damaged in the performance of duty, it will be replaced by the Employer. It will be the responsibility of the Employee to replace lost nametags at their own expense. Nametags should be worn on the left side of the employee's garment at chest level provided no damage will result to the garment. If wearing the nametag on the left side causes safety or damage risks to the uniform, it may be worn in an alternate location, but must be approved by the Employer. Employees that cannot wear a nametag due to safety reasons will have their names embroidered into their uniforms.

Section 5: Employees are required to wear and reasonably care for all safety clothing and equipment furnished by the Employer. Employer issued personal protective equipment and clothing is covered under Article 26, Section 8.

Section 6: All employees will maintain good personal hygiene.

- a. Excessive body piercings and piercings that could be considered a safety hazard will not be allowed.
- b. Racial, sexually explicit or other offensive tattoos will be covered while on duty.

## **ARTICLE 11**

### **FOOD FACILITY EMPLOYEE MEAL BENEFITS**

Section 1: All employees assigned to food activities who work up to 4 hours per 24-hour period will be furnished free coffee, fountain drinks and tea in unlimited quantities.

Section 2: All employees assigned to food activities who work 5 or more hours per 24-hour period will be allowed to purchase food and beverages at their assigned activity at the rate of 50% off the regular retail price on selected items designated by the Employer

Section 3: The above does not extend to retail convenience items. The employee must consume any food or beverage purchased at the 50% discount, or any free tea, fountain drinks or coffee, on the premises and during his regular paid break and meal periods, and any other period authorized by the food activity manager for the purpose of using the provisions of this article.

## ARTICLE 12

### EMPLOYEE DEVELOPMENT AND TRAINING

Section 1: The parties agree that the training and development of employees are matters of primary importance to employees and the parties. Employee will be trained in the proper performance of their assigned tasks. Training is an inherent part of the work situation. This responsibility includes the obligation to develop, on a day-to-day basis, the competence needed to assure effective employee performance.

Section 2: All employees will have equal opportunity to avail themselves of training and development resources, which are provided by the Employer and as approved by the supervisor.

Section 3: Supervisors or other Employer officials designated by the Employer will identify, for each current employee upon request and for new employees who pass their probationary period, available training that can aid in achieving career advancement within NAF and achieving maximum performance and efficiency in the current position. In addition, the Employer agrees to furnish Employer-approved job-related development courses and materials which are designed to improve the employee's abilities to perform his/her job.

Section 4: The Employer will record Employer-approved training in the official personnel folder (OPF) supervisory employee work folder, Air Force Form 971. Employees who complete training outside of NAF will receive credit for the achievement. However, it is the employee's responsibility to notify the supervisor of the training received.

Section 5: If an employee is required to train another person, the supervisor will give appropriate consideration to the workload requirement of the employee.

## ARTICLE 13

### ORIENTATION IN LABOR-MANAGEMENT RELATIONS

Section 1: The Employer agrees to reproduce sufficient number of copies of this Agreement and any future amendments, for management, Union officials, and all NAF employees. The Union agrees to reimburse the Employer for half the cost of 50 original production copies of this agreement.

Section 2: The Employer agrees that during orientation all new or rehired employees shall be informed of the Union's exclusive recognition status. Also during orientation the employee's immediate supervisor is responsible for providing that employee with the name of the designated Union stewards.

## ARTICLE 14

### UNION REPRESENTATION

Section 1: The Employer agrees to recognize the officers and duly designated representatives of the Union and shall be kept advised in writing by the Union of the names of its officers and representatives. The Union agrees to limit the number of stewards to one steward for every 25 employees or fraction thereof in the bargaining unit. A steward may represent multiple NAFIs.

Section 2: The Union agrees that stewards will be properly trained with respect to the provisions of this Agreement.

Section 3: The Employer agrees that the employee's representative(s), after having obtained permission from their immediate supervisor, shall be allowed to leave their work areas for a reasonable amount of time in order to expeditiously address a grievance or complaint. These representatives will be on official time, if they are NAF employees and covered by this contract. The Union official concerned will also contact the grievant's/complainant's immediate supervisor to schedule an appointment with the grievant/complainant prior to departing his/her work area. In the event permission is denied, the supervisor will explain the reasons for denial and inform the employee when it may be permissible to leave or enter the work area. Union representatives will also be permitted a reasonable length of time during regular work hours to consult with management officials. It is agreed that there will be no reprisal, interference, coercion, or discrimination against the steward or representative because of the performance of said duties.

Section 4: Solicitation of membership or dues and other internal business of the Union shall be conducted during the non-duty hours of the employees concerned.

## ARTICLE 15

### POSITION CLASSIFICATION

Section 1: NAF Position Descriptions and Position Guides will be based on the principle duties assigned to each position. The same PD/PG will normally cover all identical positions within the same organizational activity. The supervisor will discuss any subsequent changes in the PD/PG with the employee and he/she will be furnished a copy of the changed PD/PG, which may include pen and ink changes.

Section 2: An employee who believes that he/she is performing duties in excess of the assigned job description may discuss the matter with his/her immediate supervisor. If it is determined that the position description is inaccurate or incomplete or if the employee disagrees with the findings, the matter may be forwarded to the HRO for review. If this does not satisfactorily resolve the matter, the employee may exercise his/her rights under the negotiated grievance procedure.

Section 3: Management actions, such as major reorganization brought about by new methods which could result in position classification changes affecting working conditions of employees, will be discussed with Union representatives prior to implementation.

## ARTICLE 16

### HOLIDAYS

Section 1: The following are observed as legal holidays:

- |  |                                      |
|--|--------------------------------------|
| a. New Year's Day  | 1 January                            |
| b. Martin Luther King's Birthday                               | 3 <sup>rd</sup> Monday in January    |
| c. President's Day   | 3 <sup>rd</sup> Monday in February   |
| d. Memorial Day  | Last Monday in May                   |
| e. Independence Day  | 4 July                               |
| f. Labor Day   | 1 <sup>st</sup> Monday in September  |
| g. Columbus Day  | 2 <sup>nd</sup> Monday in October    |
| h. Veteran's Day   | 11 November                          |
| i. Thanksgiving Day  | 4 <sup>th</sup> Thursday in November |
| j. Christmas Day   | 25 December                          |
| k. Any other day proclaimed by Federal Law or Executive Order. |                                      |

Section 2: Eligible employees will be authorized time off for holidays in accordance with AFMAN 34-310 and applicable regulations.

## ARTICLE 17

### STAFFING

Section 1: The parties agree that a sound staffing program is essential to ensure that positions are filled by the best qualified candidates available to assure that all employees have an opportunity to develop and advance to their full potential according to their capabilities. The parties further agree that selection procedures must provide equal opportunity for advancement

for all qualified employees. Officials are prohibited from using preferential treatment when staffing positions.

Section 2: There will be no discrimination in selection for positions because of age, race, sex, color, creed, physical or mental handicap, political affiliation, marital status or national origin, or membership in or activity on behalf of the Union.

Section 3: All NAF positions are open to internal and external candidates on a continual basis. When filling a vacant position all candidates who have applied, if any, will be referred to the hiring supervisor in priority order. Priority order is determined by AFMAN 34-310. If no applicants have applied under the continuous recruitment procedures, or if management requests a wider area of consideration, external recruitment methods may be used. Postings of vacant positions will be made for a minimum of three working days.

Section 4: Newly created positions within the Local Bargaining Unit (with the exception of those filled by reassignment, court, or administrative decisions, or in lieu of business based actions) will be announced by posting a notice of such vacancies on employee bulletin boards for a minimum of five working days. Such announcements shall include, at a minimum, the title of the job, a brief description of the duties of the position, the qualification requirements, the procedure to follow in applying and the closing date for filing applications. The order in which candidates are referred are in accordance with AFMAN 34-310. The local union will be provided a copy of each vacancy announcement.

Section 5: A list containing all qualified candidates will be referred to the selecting official for appropriate selection. Employees not selected may obtain further information concerning non-selection from the selecting supervisor.

Section 6: It is acknowledged that the decision exercised by the selecting supervisor under Section 5 of this Article is not subject to the grievance procedure; however, the determination that a candidate was qualified/not qualified would be a proper subject of inquiry and if not resolved may be entered at Step 1 of the Negotiated Grievance Procedure.

## ARTICLE 18

### HOURS OF WORK

Section 1: The administrative workweek consists of seven consecutive calendar days extending from 0001 hours Sunday to 2400 hours the following Saturday. Within the administrative workweek, the guaranteed workweek for NAF employees will not exceed 40 hours, exclusive of meal times, except Flexible employees who may not work 40 hours on a regular and recurring basis. When possible, two consecutive days off are provided during each administrative workweek. However, the guaranteed workweek may be scheduled over a period of six (6) days, provided the scheduled hours do not exceed 40 hours per week.

Section 2: All employees will have access to a posted schedule. 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 a minimum of 24 hours notice. Supervisors will make a reasonable effort to notify the employees when the schedule is changed.

Section 3: Rest Periods. Short rest periods, for not more than 15 minutes during each four hours of continuous work may be granted. Breaks must not be scheduled in conjunction with a meal period. Smoking breaks are considered as part of the rest break, not in addition to them and are also at the discretion of management.

Section 4: Meal Periods. Regular meal or lunch periods will normally be established at no less than 30 minutes nor in excess of 1 hour and will not be considered as time worked. No employee will be permitted to work more than a five hour shift without a meal period. Employees will be excused from their duties during their non-paid meal periods and will not be required to remain at their work area. Employees may be scheduled to have their meal period on the job. In such case, the employees will be authorized a total of 20 minutes during a designated period in which they may have their meal. Such meal periods are considered time worked and will only be authorized when it is not reasonably practical or economical to provide a normal meal period.

Section 5: Daylight Savings Time. A NAF employee who is working on a shift when daylight savings goes into effect is credited with the actual number of hours worked on that shift. For eligible employees the hour lost as a result of the change is charged to annual leave or leave without pay, whichever the employee requests. An employee working a shift when the return to standard time is made is credited with the actual number of hours worked on that shift. Eligible employees will be paid overtime.

Section 6: The Employer agrees to give serious consideration to any suggestions or information the Union may advance regarding the schedules of hours of employees at the various work locations at Altus AFB. The Employer also agrees to consider employee preferences regarding shift assignments and scheduling when possible.

Section 7: Employees reporting for duty will be paid for at least two (2) hours unless the duties to be performed are recurring in nature and a shorter period is acceptable to the employee.

Section 8: Newly hired employees will be paid one hour for in-processing.

## **ARTICLE 19**

### **OVERTIME**

Section 1: Overtime work will be scheduled in advance when possible.

Section 2: Pay Banded employees will be paid overtime for work performed in excess of 40 hours per week. Time off in paid leave status is not credited toward the 40 hours. Compensation is paid at 1 ½ times hours worked.

Section 3: Crafts and Trades (C&T) - Overtime will be paid as authorized by AFMAN 34-310 and law. Over eight (8) hours per day and over 40 hours per week rules apply.

Section 4: Overtime shall be distributed equitably among employees of the same job classification within an activity. First consideration for overtime shall be given to those employees who are currently assigned to the job. Second consideration based on seniority will be given to those other employees best qualified to do the job. If no volunteers, reverse seniority will apply to select a qualified employee for overtime. For Regular employees, the service computation date for leave will be the basis of seniority. For Flexible employees, the appointment date will determine seniority.

Section 5: Upon receipt of a timely request, an employee will be excused from a planned overtime assignment provided another employee in the section or activity affected, in the same job category and possessing the required skills, is available for the assignment. An employee required to work overtime due to the unexpected absence of another employee on the shift immediately following his/her will be relieved as soon as possible, provided a substitute can be obtained to perform the work required.

Section 6: Call-back/Call-in Duty Time. Pay Banded and C&T – Employees will be paid a minimum of two hours or actual time worked whichever is greater.

Section 7: Compensatory time off will be issued in accordance with applicable rules and regulations.

## **ARTICLE 20**

### **PERFORMANCE REVIEWS AND APPRAISALS**

Section 1: All employees shall be formally evaluated by a performance appraisal annually.

Section 2: Employers are highly encouraged to give a documented mid-year performance feedback for each employee.

- a. Employers must keep employees aware of performance standards that are expected of them, in terms of quality and quantity of work to be performed and standards of personal conduct and behavior that are essential to their successful performance in the position.

- b. Prior to assigning a less than satisfactory performance evaluation, the supervisor must advise the employee with a written warning regarding his/her work performance deficiencies, and provide reasonable assistance to help the employee improve.

Section 3: Annual evaluations will be completed on all employees in October of each year. The evaluation period will be 1 Oct – 30 Sep with completed evaluations due to the HRO on 30 Oct.

Section 4: The first level supervisor or designee will prepare the performance appraisals. The next level supervisor or designee will prepare the performance appraisal during a prolonged absence of the first level supervisor.

Section 5: After the performance appraisal has been prepared, reviewed and approved, it will be provided to the employee and discussed.

Section 6: The salary review will be accomplished during the annual performance rating evaluation. For NF employees, supervisors must review salaries annually to ensure employees are being compensated commensurate with their duties, level of expertise and performance. In addition, activity budgets must be considered.

## ARTICLE 21

### PAY INCREASES

Section 1: Crafts & Trades - For NS, NL, and NA employee, step advancements are as follows:

- a. Step advancements will be effective with the beginning of the first pay period following completion of the prescribed waiting period.

- b. Waiting periods for step advancements will be as prescribed in appropriate Air Force regulations and employees will be informed of the waiting periods.

- c. Creditable service toward completion of the waiting period for within grade step advancement will include any periods of leave without pay up to the maximum periods specified in AFMAN 34-310 and applicable laws and regulations.

Section 2: Pay Banding - For NF and CC employees, there will be no automatic within-grade increases. Pay increases may be granted at any time, at supervisor's discretion, subject to Flight Chief approval.

## ARTICLE 22

### LEAVE

#### Section 1: Annual Leave.

a. It is agreed that annual leave is a right of the employee. However, the determination as to the time and amount of annual leave granted at any specific time is the responsibility of the employee's immediate supervisor or other appropriate official. Decision to approve or disapprove annual leave must be based upon workload and emergency conditions in relation to the number of employees and types of skills available to perform work. If for any reason an employee's request for annual leave cannot be granted, the supervisor will notify the employee of the reason in writing, if requested by the employee.

b. Supervisors will establish projected vacation schedules by 15 February of each year and will re-verify them NLT 30 August to ensure that all employees are given a reasonable opportunity for a vacation and to use any leave they would otherwise forfeit at the end of the leave year. Any conflict between employees making a timely request for the same period will be resolved utilizing seniority.

c. Exception: Vacations during Christmas week shall be offered on a Seniority Based Rotating schedule, if the employee has annual leave available.

d. Every reasonable attempt consistent with the workload will be made to satisfy the desires of the employees with respect to approval of annual leave for special vacations, birthdays, religious holidays, funerals, etc.

e. When workload permits and the employee has sufficient annual leave requests for special vacations up to 30 days will be approved.

f. Subject to mission requirements, LWOP will be granted to members of the Union to serve with AFGE beyond the local level for periods up to one year. Initial grants of LWOP will not exceed one year. Only the Commander or his/her designated representative will approve extensions beyond one year. Such extensions must be requested 30 days prior to the expiration date of the original grant. Upon return, an employee on LWOP under the provisions of this Article shall be entitled to be assigned to a position which best utilizes his/her skill. If the employee's old position still exists, the Employer will consider placing the employee into this position. If, while employee is on LWOP, the position and/or the employee become involved in a business-based action, applicable regulations apply.

g. Leave will be granted for job-connected formal education, voting, and voter registration in accordance with applicable Air Force Instructions.

h. Decisions to grant or deny requests for advanced annual leave will be coordinated with the HRO.

## Section 2: Sick Leave.

Management may grant sick leave only when the need for sick leave is supported by administratively acceptable evidence. Management may consider an employee's self-certification as to the reason for his or her absence as administratively acceptable evidence, regardless of the duration of the absence. Management may also require a medical certificate or other administratively acceptable evidence as to the reason for an absence in excess of three (3) workdays, or for a lesser period when management determines it is necessary.

Section 3: The employer recognizes that there may be times when employees will need time off to attend to the medical and personal needs of their dependents. In appropriate cases, the provisions of the Family and Medical Leave Act of 1993 for extended periods of absence, may apply to individual employees. The employer recognizes that the death of a spouse, child, parent, or other close members of the immediate family may result in the incapacitation of the employee, and the use of sick leave may be granted as appropriate under the Family and Medical Leave Act of 1993. The following sections are subject to these to Acts.

a. Advanced sick leave up to 30 days may be granted subject to the following conditions:

- (1) A review of past sick leave usage will be made to determine the probability of the employee returning to duty for a sufficient period of time to earn the leave.
- (2) A physician has certified the medical status of the employee. Certification must show when and if the employee can be expected to return to duty, as well as compliance with all documentation required as outlined in AFMAN 34-310.
- (3) The advance is made with the understanding that it will be charged to sick leave subsequently earned.
- (4) The amount of sick leave advanced is limited to the least amount required.
- (5) To ensure that documentation is adequate and local leave policies are consistently applied, decisions to grant or deny advance sick leave will be coordinated with the HRO.

b. The Employer will allow leave in accordance with the Family and Medical Leave Act of 1993, and the Family Friendly Workplace Act of 2000.

c. The Employer is responsible for informing employees on FMLA, its use, policies, and procedures via handouts, newsletters or AF Portal.

Section 4: The Employer shall not publicly post individual sick leave records.

Section 5: The Employer recognizes that new parents may need time to adjust to a new family member, develop relationships, and provide for additional responsibilities. To assist employees in meeting these needs, the employer will give due consideration to requests for annual, sick leave, or leave without pay when related to the birth or adoption of a child.

Section 6: Limited Duty Assignments:

It is agreed that as the result of accident or illness, should an employee become temporarily incapacitated to perform the full range of his/her duties, as determined by medical authority, the Employer shall, to the extent possible, and in accordance with applicable rules and regulations and medical recommendations, make every reasonable effort to grant such limited duty assignments.

Section 7: The first level of supervision, or designee, will be authorized to grant and approve requests for leave, except for administrative leave, which must be approved by the Wing Commander or designee.

## ARTICLE 23

### EXCUSED ABSENCE WITH PAY

Section 1: Regular employees may be excused with pay under the conditions and by the authorities specified in Section 2 of this article.

Section 2:

a. For jury duty or for attending a Federal, state or municipal court in any unofficial capacity as a witness on behalf of the U.S. Government. The employee must submit in advance a subpoena, summons, or other judicial notification requiring his/her presence in the court. Employees on court leave will receive their regular pay for such time off or will retain the court fees received, whichever is the greater amount. If the court fees are the lesser amount, such fees, exclusive of transportation, will be turned over to the employing NAFI. Court leave may be approved by the immediate supervisor.

b. For unpaid blood donations.

c. For voting in Federal, state, county and municipal elections. Such time off for voting is unauthorized when polls are open for sufficient time before or after the employee's tour of duty to allow the employee to vote.

d. The Group Commander may suspend some or all NAFI operations when unusually severe weather condition or other emergency situations dictate such action as being in the best interest of the Air Force, and excuse employees at work, or scheduled to be present for duty without charge to annual or sick leave. The status of employees on approved leave or LWOP during periods of excused absence does not change. In such situations as above, when an

individual employee cannot report to work due to base closure, the employee will be excused with pay unless the operations of the activity is essential and must remain open.

e. Supervisors may excuse infrequent tardiness of less than one half hour, due to circumstances beyond the employee's control.

Section 3: Requests for a reasonable amount of administrative leave to attend Union sponsored training for the purpose of receiving information, briefing and orientation relating to matters within the scope of applicable laws and regulations, and of mutual concern to the Employer and the employee in his/her capacity as a Union representative will be considered by the Employer on an individual basis.

## ARTICLE 24

### LEAVE WITHOUT PAY

Section 1: Leave without pay will be utilized in order to avoid a break in employment where there is insufficient accrued leave and the employee is authorized to be absent from work or is absent because of:

- a. Prolonged illness or injury;
- b. Suspension;
- c. Departure to go on active military duty;

d. Any employee's request with reasons acceptable to management. The NAFI Branch managers may approve LWOP up to 30 workdays. For periods over 30 work days, up to one year, the Force Support Commander is the approving authority.

Section 2: The Union may designate employees to participate in Union activities that could require a leave of absence. Upon written notification to the Employer, such employee may be granted a reasonable amount of annual leave, or leave without pay, except in cases of emergency.

Section 3: An employee in an approved LWOP status is automatically guaranteed return rights to their position unless a business based action is required. If a business based action is required affecting an employee is a LWOP status, the procedures outlined in AFMAN 34-310.

Section 4: Forced Leave. Pay Banded and C & T – Forced leave is used by management when reduced or suspended business operations result in reduced or suspended work schedules. Forced leave will be used only when the required 24-hour notice cannot be given. Regular employees will be paid for actual hours worked or a minimum of two hours.

## ARTICLE 25

### SAFETY, HEALTH AND WELFARE

Section 1: The Employer shall ensure a hazard free environment, consistent with applicable laws, executive orders and regulations. The Union has the right to make recommendations and suggestions concerning safety and health to the Employer. The Employer will consider all suggestions and provide a written response if requested. All employees, supervisors, and management officials are responsible for prompt reporting, prevention, and correction of possible unsafe conditions.

Section 2: All work places must be inspected at least once a year. The Employer will examine any reported hazards and take immediate action to correct it. Any employee or steward is authorized to request an inspection of the work place when he/she believes that an unsafe or unhealthy condition still exists. Inspection will be made within a reasonable time, accordance with industry standards. The Union shall have the opportunity to accompany the inspectors.

Section 3: The Employer agrees to post notices of hazardous conditions discovered in an inspection of the work place made pursuant to the Basic Program Elements of Federal Employee Occupational Safety and Health programs. This notice shall be posted at or near the location of the hazard and shall remain posted for 3 workdays or until corrections are made, whichever is later. Such notices shall contain a warning and description of the unsafe and unhealthful working conditions and interim protective measures. The Employer agrees to initiate prompt abatement of unsafe or unhealthy conditions at the earliest time possible. Employees exposed to conditions requiring a hazard abatement plan will be informed of the plan. Where the Employer does not have control over work location, it will protect employees by taking administrative measures.

Section 4: All employees participating in any health or safety matters that fall under this Article, will be granted duty time for their participation. Union officials may be granted official time when dealing with these matters. The Employer will adequately train employees required to perform hazardous duties.

Section 5: Imminent Danger.

- a. The term "imminent danger" means any conditions or practices in any work place which could reasonably be expected to cause death or serious bodily harm. In these situations, employees shall make reports by the most expeditious means available.
- b. The employee has the right to refuse to perform assigned tasks when there is a reasonable belief that an imminent danger and a reasonable belief that there is insufficient time to effectively seek corrective action through normal hazard reporting and abatement procedures. The employee must report the hazard to his/her supervisor or the next higher-level supervisor immediately.

Section 6: Employee Protections:

a. The Employer will maintain a means of reporting situations that appear threatening to employees.

b. Employees are encouraged to report hazardous conditions without fear of reprisal.

c. Security measures will be taken to protect employees who transport Employer money, in accordance with Air Force regulations.

Section 7: The parties agree to ensure attendance of a Union and Employer representative at the local level health and safety committee (Federal Employee's Compensation Act (FECA) Working Group). The committee will meet quarterly or more frequently to resolve problems arising between quarterly meetings. Written minutes will be kept and made available to each committee member.

Section 8: No employee shall be required to work in areas where it has been determined that conditions exist which could be hazardous or detrimental to health without proper, personal protective equipment. The Employer at the local work place will furnish such equipment and decide for which employees it will be furnished. The Union may offer recommendations to the Employer concerning the furnishing of and adequacy of any equipment of this nature. Such recommendations will be given serious consideration by the Employer. Should the Employer decline to furnish certain safety equipment to certain categories of employees, the Union shall have a right to request negotiations on the matter.

Section 9: CRT/VDT OPERATIONS. To allow employees to rest their eyes, they will be given a 15-minute break from CRT/VDT machines every hour they work at a VDT/CRT machine, after the first hour on the machines. Except for rest periods provided by to employees generally, these hourly breaks may be spent performing other assigned work.

## ARTICLE 26

### NEPOTISM

The Employer agrees that preventing nepotism or the perception of nepotism is important. Therefore, members of the same family will not be appointed, employed, promoted or advanced in or to a position where a direct supervisory relationship exists. Members of the same family will be considered to be 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, half-sister and grandparents.

## ARTICLE 27

## TRAVEL

Section 1: Employees shall not be required to travel except under the conditions and procedures prescribed by applicable regulations. The Employer agrees not to schedule travel on non-workdays unless such travel is dictated by mission requirements and good management practices. When practical, this travel will be arranged within the employee's scheduled hours of work. It is further agreed that employees required to travel in the course of performing assigned duties shall receive pay, or per diem, and travel allowance as provided by applicable regulations.

Section 2: Employees required to perform official duties beyond the regularly scheduled workday while on travel status shall be compensated in accordance with applicable rules and regulations.

## ARTICLE 28

### GRIEVANCE AND APPEAL PROCEDURES

Section 1: The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances.

Section 2: A grievance means any complaint:

- a. By any employee concerning any matter relating to the employment of that employee;
- b. By the Union concerning any matter relating to the employment of any employee; or
- c. By any employee, the Union, or the Employer concerning:
  - (1) The effect or interpretation or a claim of breach of a collective bargaining agreement,
  - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment;
- d. Except that it shall not include a grievance concerning:
  - (1) Any claimed violation relating to prohibited political activities; or
  - (2) Retirement, life insurance, or health insurance; or
  - (3) A suspension or removal for national security reasons, Section 7532; or
  - (4) Any examination, certification, or appointment relating to initial employment; or

- (5) The classification of any position which does not result in the reduction in grade or pay of an employee; or
- (6) Non-selection from a group of properly ranked and certified candidates; or
- (7) Written notices of proposed actions which, if affected, would be grievable under this Agreement;
- (8) Separation of employees during the initial probationary period; or
- (9) Termination of temporary employees; or
- (10) A business based action appealable under AFMAN 34-310

Section 3: An appeal means written request by an employee to contest:

- a. a removal for cause,
- b. demotion for cause,
- c. business based action, or;
- d. demotion based on position classification.

Section 4:

a. The Union will be afforded the opportunity to attend all grievances (on official time, if a NAF employee), even if they do not represent the grieving employee. This will ensure any remedy of the grievance is consistent with this agreement.

b. Time limits for responding to a grievance may be extended by mutual agreement between the grievant and the level of supervision considering the grievance.

c. Reference to working days in this article refers to normal workdays of the base, regardless of the work schedule of the employee involved. Five workdays will be interpreted to mean one week, even though some NAFIs are open seven days a week.

d. An employee is given reasonable amount of official time for preparing and presenting a grievance under these procedures, if he/she is otherwise in a duty status. The time allowed the employee is determined on the basis of the facts and circumstances in each case as provided by law. If the employee's representative is a NAF employee, in the same bargaining unit and in a duty status, he/she must be given a reasonable amount of official time to assist or act for the employee in preparing and presenting a grievance. The time allowed the representative is determined on the basis of facts and circumstances in each case, as provided by law. If the employee's representative is an Appropriated Funds employee, the representative must be in a non-duty status to represent a NAF employee.

e. All employees, whether grievant, representatives, witnesses, or observers, must make advance arrangements with their supervisors for the use of official time. Time will be permitted unless work situation dictates otherwise. When there is a disagreement, the supervisor refers the matter to a management official at the next higher level. No employer resources, such as typing assistance or supplies may be used.

Section 5: Alternate Dispute Resolution (ADR): In each case before formal grievance procedures are begun, ADR may be advocated as a preferred option. If ADR techniques are used, the grievance time line will be extended by the same number of days as the parties were engaged in ADR. ADR should be completed within fifteen (15) days except when delayed through no fault of the Union or Management officials.

Section 6: Grievance Procedures

a. Step 1: The grievance shall first be taken up orally by the concerned employee or Union representative with the appropriate supervisor in an attempt to settle the matter. The appropriate Supervisor is normally the Supervisor who is at the lowest level in the chain of command. When a grievance concerns a supervisor in the chain of command, the employee may present the grievance to the next-level supervisor as Step 1. Grievances must be presented within seven (7) working days from the date the employee or Union became aware of the grievance. The Union representative must be present if the employee so desires. However, if an employee(s) presents a grievance directly to agency management for adjustment consistent with the terms of this Agreement, the Employer will notify the Union so they may, at their discretion, have an observer present on official time. The supervisor will give his/her decision within seven (7) working days after the presentation of the grievance.

b. Step 2: If the grievant is not satisfied with the Step 1 decision, he/she may submit the grievance, in writing, within seven (7) working days from receipt of the Step 1 decision, or the date a decision is due to be rendered, to the NAFI manager. The NAFI manager will render his/her decision in writing within seven (7) working days of receipt of the grievance.

c. Step 3: If the grievant is not satisfied with the Step 2 decision he/she may forward the grievance, in writing, to the Services CC, or designee, within seven (7) working days of receipt of the Step 2 decision. The Services CC, or designee, will render a decision in writing within seven (7) working days of the receipt of the grievance.

Section 7: A grievance initiated by the Employer will be addressed to the President, Local 2586, AFGE and must be received in the Local 2586 office no later than fifteen (15) working days from the specific incident causing the grievance. The grievance will be specific in wordage. The appropriate Union authority and the grievant as represented will meet within five (5) working days after receipt of the grievance to discuss the matter. A written answer will be given within ten (10) days after the meeting.

## ARTICLE 29

### ARBITRATION

Section 1: If grievances are not settled by the methods described in Article 29, either the Employer or the Union may invoke arbitration by sending written notice to the other party within ten (10) working days from the date the answer was due. Nothing herein will preclude the parties from attempting to settle the grievances at any stage of the proceedings.

Section 2:

a. Disagreements on whether or not a grievance is subject to this negotiated grievance procedure or to arbitration under this agreement shall be referred to the arbitrator as a threshold issue by the Employer or the Union for determination.

b. Disputes involving question based solely upon the interpretation of published policies or regulations shall be referred to the Force Support Squadron CC, or designee, to obtain an interpretation from the appropriate authority. Either side may request that the arbitrator consider these interpretations.

Section 3: Within three (3) working days following receipt of the arbitration request notice, either party may request the Federal Mediation and Conciliation Service to provide a list of seven impartial persons qualified to act as arbitrators. The parties shall meet within five (5) working days after the receipt of such a list. If the parties cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of seven and will then repeat this procedure. The last remaining person shall be the duly selected arbitrator. The party to strike first will be determined by lot.

Section 4: The Federal Mediation and Conciliation Service shall be empowered to make direct designation of an arbitrator to hear the case in the event:

- a. Either party refuses to participate in the selection of an arbitrator, or;
- b. Upon inaction or undue delay on the part of either party.

Section 5: The arbitrator's fee and expenses, if any, shall be borne equally by the Employer and the Union. However, in no event will an amount for per diem and transportation be greater than that permitted under the applicable Travel Regulations. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic work week.

Section 6: The arbitrator will be requested to render his/her decision as quickly as possible, but in any event not later than thirty (30) days after the conclusion of the hearing, unless the parties mutually agree to extend the time limit.

Section 7: The arbitrator's award shall be final, except either party may file exceptions to the arbitrator's award with the Federal Labor Relations authority, subject to their regulations.

## ARTICLE 30

### ADVERSE AND DISCIPLINARY ACTIONS

Section 1: In all cases of proposed adverse action against any employee in the unit, the employee is responsible, if he/she so chooses, to notify the Union of such proposed adverse action. The basic procedures and rights of employees, as described in appropriate regulations and this agreement shall apply in handling disciplinary actions and appeals.

Section 2: For regular employees, the written notice of a proposed suspension, demotion or removal, will state specifically the reasons for the proposed action. This will enable the employee to understand the charge and adequately prepare a defense. A proposed notice for a reprimand is not required.

Section 3: An employee who has received a notice of proposed disciplinary action may obtain advice and assistance in the preparation of his/her reply. In addition, the employee may be accompanied by a representative of his/her own choosing when making his/her oral or written reply. If he/she elects to reply to the action, the supervisor will not discuss the action further with the employee until the employee's representative is present, if a representative is desired by the employee.

Section 4: In all cases of proposed adverse or disciplinary actions the Employer will furnish the employee with an extra copy of the notice and completed Douglas Factors (if available), which he/she may give to the Union representative, if the employee so desires.

Section 5: Any documented counseling of an employee, for whatever reason or cause, will be acknowledged by the employee, both by printing his/her name and affixing his/her payroll signature on the appropriate counseling record. Should the employee decline to acknowledge, the supervisor will so state on the counseling record. Notations, letters of caution, warning, admonishment, reprimand, suspension, and similar disciplinary papers or letters of complaint will be purged from AF Form 971, and/or employee's official personnel file in accordance with the provisions of AFMAN 34-310.

Section 6: If a supervisor decides to terminate a flexible employee, the supervisor notifies the employee in writing. The employee is provided at least 24 hours of advanced notice. The memorandum is hand delivered or otherwise provided to the employee on or before the date the action is to be effective, or a diligent effort to make delivery is made and documented. Suspensions, demotions and removals are not applicable to flexible employees.

## ARTICLE 31

## BUSINESS BASED ACTIONS

Section 1: A business based action is a reduction in employment category or pay rate, a change to lower grade or pay band, a furlough of eight (8) calendar days or more, or a separation action initiated by management for non-disciplinary reasons. It is an operational determination relating to a position or positions and will not be used in lieu of separation for cause or for unsatisfactory performance.

Section 2: A business based action will not be taken until the affected positions have been identified by job title and formal determination has been made that the work force be reduced due to one or more of the following:

- a. Reorganization (which includes change in positions resulting in upward or downward reallocation);
- b. Excessive personnel costs;
- c. Phase-down;
- d. Consolidation;
- e. Transfer of function;
- f. Need to reemploy veteran properly exercising restoration rights;
- g. Return of an employee from leave without pay under this agreement;
- h. Return of an employee under an order from a third party (arbitrator, court, administrative law judge);
- i. Lack of Funds;
- j. Need to be competitive with pay in the labor market.

Section 3: As early as possible, but at least thirty (30) calendar days before the effective date of a business based action, the Employer will provide the Union with preliminary written notice which includes the purpose and nature of the business based action, the location and the types of positions to be affected and the number of positions at each location. The Employer will consider any suggestions made by the Union to lessen the adverse effects of the business based action.

Section 4: As a minimum, the Employer commits itself to impact and implementation bargaining in the following areas:

a. Explanation concerning whether the following alternatives have been considered and, if rejected, why they cannot be adopted in whole or in part;

- (1) Hiring freeze on new employees;
- (2) Curtailing conversion of flexible employees to regular employees;
- (3) Separating employees during probation;
- (4) Honoring requests for retirement separations for those eligible.

b. Procedures for employees who receive business based action notices to review retention rosters, with their Union representative.

c. Procedures to afford the Union the opportunity to review and comment on the final retention rosters prior to issuance of advanced notices. It is understood that the Union in the case of subsequent complaint has a right to review the data upon which the business based action ranking roster was generated; i.e., BBA categories, average performance scores, and SCD for seniority (SCD-RIF). The retention register will first be sanitized to remove any and all Privacy Act information.

Section 5: Pay retention and/or severance pay will be provided in accordance with law and regulations.

Section 6: Employees who are assigned new duties as a result of a business based action are to be afforded the same familiarization opportunities as would apply to any other appointment to the new position or duties.

Section 7: A separated employee who has applied for reemployment within twelve (12) months will be placed in a position comparable in duties, grade, and category to the former position, if the comparable position is established and is to be filled. Employees who are reemployed to a lower category or grade will retain retention standing for purposes of restoration at the pre-business based action category or grade.

Section 8: Employees downgraded through no fault of their own will be considered for promotion to the position from which they were downgraded, or like positions. These employees must apply for the position and meet eligibility requirements for grade and pay retention.

## ARTICLE 32

### DURATION AND CHANGES

Section 1: This agreement shall become effective on the date of approval by the Head of the Agency or the 31<sup>st</sup> day following the date on which the agreement is executed by the parties,

whichever comes first. However, either party may give written notice to the other, not more than ninety (90) nor less than sixty (60) days prior to the first anniversary date, of its intention to reopen and amend or modify this agreement.

Section 2: When such notice is given, the moving party shall indicate the subject article(s) in which changes are sought, together with a copy of the proposed changes. Negotiations on the proposed changes will begin within fifteen (15) calendar days after receipt of such notice. If, for good cause and sufficient cause, either party requests an additional extension of time, that extension shall not exceed fifteen (15) calendar days.

Section 3: Either party may give written notice to the other, not more than one hundred five (105) nor less than (60) days prior to the three (3) year expiration date, for the purpose of renegotiating this agreement. If no such notice is given, this agreement will be extended an additional year. Each year thereafter for which such notice is not given; this agreement will extend an additional year.

Section 4: If negotiations for a new agreement are in process at the third anniversary date of the approval of this agreement, the agreement shall be automatically extended for an additional ninety (90) days.

Section 5: This collective bargaining agreement may be amended, modified, or renegotiated only under the provisions of this article.

In WITNESS WHEREOF, the parties hereto have executed this agreement on 19 Jun 09.

FOR THE EMPLOYER

FOR THE UNION

Commander, 97<sup>th</sup> Air Mobility Wing

President, AFGE Local  
2586

MANAGEMENT NEGOTIATORS

UNION NEGOTIATORS