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PREAMBLE

1. Pursuant to the policy set forth by the Civil Service Reform Act of 1978 as amended and any future amendments, regulations and implementing issuances regarding Federal Labor Management Relations, the following articles of this basic agreement, together with any and all supplemental agreements and/or amendments which may be agreed to at later dates constitutes a total agreement between Laughlin Air Force Base, Del Rio, Texas, Wing Commander, hereinafter referred to as the EMPLOYER and the American Federation of Government Employees, AFL-CIO, Local 1749, hereinafter referred to as the UNION.
2. This agreement is entered into pursuant to the Certificate of Representative, 31 August 1978.
3. WHEREAS, the well-being of the employees and efficient administration of the Government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment and;
4. WHEREAS, the participation of employees should be improved through the maintenance of constructive and cooperative relationships between the Union and the Employer.
5. THEREFORE, the parties, intending to be bound hereby; agree as follows:

ARTICLE 1 - DEFINITIONS

1. Negotiation - negotiation as used in this agreement is defined as the mutual obligation of the parties to meet at reasonable times to consult and bargain in good faith with respect to personnel policies and practices; and matters affecting working conditions, so far as they may be appropriate under applicable laws and regulations.
2. NAFI - Non-Appropriated Fund Instrumentality, an entity with fiscal and management responsibilities authorized and established individually; and jointly by the heads of DoD components for administering nonappropriated funds support rendered for NAF activities.
3. Management - when referred to in this agreement means the 47 FTW Commander and his representatives, who have been delegated authority to formulate, determine or influence management policies affecting unit employees. This includes the management officials responsible implementing the Labor Management Relations Program.
4. Supervisor – means an individual having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances or to effectively recommend such action, if the exercise of the authority, is not merely routine or clerical in nature but requires the consistent exercise of independent judgment.
5. Civil Service Reform Act is PL-95-454.
6. Employee - means a bargaining unit employee as defined in Article 2, Unit of Recognition.
7. Parties - the Union, AFGE Local 1749, and its elected and appointed representatives, the Commander, 47 FTW, Laughlin AFB, management and supervisors as defined in paragraphs 4 & 5 above.
8. HRO - Human Resources Office (or Human Resources Officer). The personnel office(r) that services AF NAFIs.
9. Flexible Appointment - employees have work schedules that depend on the needs of the activity. These employees may work a minimum of zero hours to a maximum of 40 hours per week but do not receive benefits.
10. Regular Appointment - employees are guaranteed a minimum of 20 hours to a maximum of 40 hours of work per week and they receive benefits.

Manager - an individual who executes all directives that apply and who administers an activity function.

Non-Appropriated Fund (NAF) - funds generated by DoD military, civilian personnel and their dependents; and used to augment funds appropriated by the Congress to provide a comprehensive, morale-building welfare, religious, educational and recreational program designed to improve the well-being of military and civilian personnel and their family members.

NAF Accounting Office (NAFAO) - a service organization that provides centralized professional bookkeeping, accounting services and financial management advice.

NAF Employees - persons who are employed in, and receive compensation from a NAFI.

ARTICLE 2 - RECOGNITION AND COVERAGE

SECTION 1: The American Federation of Government Employees (AFGE) Local 1749, representing members of the NAP bargaining unit will hereinafter be referred to as the Union. The 47th Flying Training Wing (AETC), Laughlin AFB, Texas representing the US Air Force will hereinafter be referred to as the Employer. Collectively, these entities will be referred to as the Parties. The Employer recognizes that the Union is the exclusive representative of all employees in the NAP bargaining unit.

SECTION 2: The bargaining unit consists of all the non-supervisory, non-appropriated fund employees including flexible employees and temporary employees whose continuous appointments exceed 180 days, serviced by the Human Resources Office, Laughlin Air Force Base, Texas.

SECTION 3: Excluded are professional employees, supervisors, management officials, and temporary employees whose continuous appointment does not exceed 180 days and employees in Federal personnel work in other than purely clerical capacities.

ARTICLE 3-RIGHTS OF THE EMPLOYEES

SECTION 1: Each employee has the right to form, join or assist the Union, or to refrain from any such activity, freely and without fear of penalty or reprisal and each employee will be protected in the exercise of such rights. These rights will extend to participation in all Union activities, including as union officials

SECTION 2: The Parties recognize the employee's right to be assisted by, represented by, meet with and confer with officials of AFGE Local 1749 in accordance with the applicable provisions of the Civil Service Reform Act (CSRA) of 1987 as amended; in negotiated agreement and any future amendments, regulations and implementing issuances. Neither party will interfere with or restrain or coerce an employee in the exercise of his/her rights under the applicable provisions.

SECTION 3: The employees will be advised on which supervisor will be responsible for all work assignments to the employee and for completing appraisals of the employee's work. When the supervisor is on leave, the employee(s) will be notified in writing of who will assume the supervisor's responsibilities.

ARTICLE 4-UNION RIGHTS AND OBLIGATIONS

SECTION 1: The Union has been accorded exclusive recognition and is the exclusive representative of employees in the unit, and is entitled to act for and negotiate collective bargaining agreements covering all employees in the unit. It is responsible for representing the interests of all employees in the unit without discrimination and without regard to labor organization membership. The labor organization shall be notified in advance and be given the opportunity to be represented at any formal discussion between one or more representatives of the employer; and one or more employees in the unit or their representatives concerning any grievance, personnel policy, practices or other general conditions of employment.

SECTION 2:- Union officials, stewards and designated-representatives may apply and-will be considered, if qualified, for temporary promotion, permanent promotions, or temporary assignment to a supervisory position while serving as a Union Official, steward or a designated representative. Selection for a permanent promotion, temporary promotion or temporary assignment to a supervisory position will be made without regard to an employee's membership in the Union.

SECTION 3: In the event a Union official, steward or designated representative is selected for temporary promotion to a supervisory position; the employee will not participate in the management of the Union or act as a representative for the Union during the period of temporary promotion.

SECTION 4: In the event the Union official, steward or designated representative is assigned to a supervisory position for a short period of time; the employee will vacate his Union position for that period of time, Union representatives selected for detail assignments to supervisory positions will be informed of the forthcoming detail no less than 7 days in advance, as practicable. Union representatives will attempt to schedule their representational duties in order to perform the detail assignment. However, if such union responsibilities cannot be rescheduled, the employee may request relief from the assignment on this basis. Supervisors will favorably grant such requests based on business requirements and the availability of another qualified employee for assignment to the detail.

SECTION 5: A permanent promotion, temporary promotion or assignment to a supervisory position by a Union official, steward or designated representative will not preclude consideration of that employee for future permanent promotions, temporary promotions or assignments to supervisory positions.

ARTICLE 5 -MANAGEMENT RIGHTS AND RESPONSIBILITIES

SECTION I: In the administration of all matters covered by this Agreement, the Parties and employees of the bargaining unit are governed by this Agreement and applicable provisions.

SECTION 2: The Employer retains the right

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

ARTICLE 6 - NEGOTIATIONS

SECTION 1: The parties shall meet and negotiate in good faith on matters appropriate for negotiations concerning personnel policies, practices and working conditions affecting members of the unit. Discussions also may take place on any matter of mutual concern, which is agreeable to the parties.

SECTION 2: The Employer agrees to inform the Union in writing of any management initiated change on bargain able matters affecting unit employees at least 15 calendar days prior to anticipated implementation, when such change is known sufficiently in advance to permit such notice. In an emergency situation, notification will be made promptly.

SECTION 3: If the Union notifies the Employer in writing within 3 workdays of its intent to negotiate, the parties agree to meet on the matters within 3 workdays of such notice. If the Union does not respond in writing within 3 workdays, the Employer will be free to proceed with implementation. These time limits may be extended in writing, by mutual agreement, not to exceed 3 working days.

ARTICLE 7 - LABOR MANAGEMENT COOPERATION

SECTION 1: Upon written request by either party, the appropriate union official and HRO will meet for the purpose of discussing matters relating to working conditions, personnel policies and practices affecting bargaining unit employees, and questions concerning implementation or application of this agreement.

SECTION 2: Either party may request a quarterly meeting by giving the other party a written notice of intent to have such a meeting. The parties agree to exchange agendas, if they have issues to submit, 3 working days after the intent letter has been served by one party to the other. Only items on the agenda(s) will be discussed.

SECTION 3: The parties agree to meet within 5 working days after the exchange of agenda(s). Individual grievances are not acceptable as agenda items nor for discussion under this article. A record of agreements reached will be prepared by the Employer and signed by the parties. If agreements are not signed by both parties, they are not binding. The time, date and place of meetings will be mutually agreed upon. All formal discussions of this type will be on official duty time.

ARTICLE 8 - EXCLUSIVE RECOGNITION INFORMATION FOR NAF UNIT EMPLOYEES

SECTION 1: The Employer agrees to inform all new unit employees that AFGE, Local 1749 has been granted Exclusive Recognition and this information will be made part of the Orientation Package given to new employees by the Employer.

SECTION 2: New employees will be introduced by their supervisor to the Union Steward assigned to the respective work area.

SECTION 3: The Union President will be notified in writing giving the name, work areas assigned and employment category of new employees.

ARTICLE 9- UNION REPRESENTATION

SECTION 1: The Employer will recognize all duly elected Union officials, stewards and other designated representatives of the Union.

SECTION 2: The Union will stipply the Employer in writing, and will maintain on a current basis, a list of Union officials and stewards.

SECTION 3: Matters which are appropriate for a Union representative or official to use official time include, but is not limited to the following:

- a. Attend arbitration or statutory hearings.
- b. Attend Wing Committee Meetings and accomplishing committee tasks.
- c. Serve as observers or members on surveys or survey boards.
- d. Meetings called by Management officials.
- e. Meetings requested by the Union with Management officials.
- f. Other meetings provided for in this agreement.
- g. Engage in collective bargaining with the employer.
- h. Represent an employee in an appeal of a position classification.
- l. Advise and represent an employee in a grievance.
- j. Represent an employee in a Longshore Harbor Worker's Compensation claim appeal.
- k. Accompany safety inspectors during their inspection/safety.

SECTION 4: Reasonable official time will be granted to Union representatives to prepare for meetings, to prepare and present grievances and to prepare for arbitration or statutory hearings.

SECTION 5: The Union representative shall be excused from duty for reasonable amounts of official time without charge to leave to prepare a written reply or make an oral reply to a notice of proposed adverse action, to prepare a grievance, to present a grievance, to participate at a hearing or arbitration by either the Union or Employer or when level applicable in his/her obligation to the employee in the bargaining unit

SECTION 6: When the Employer has received from the Union reasonable advance notice and proposed training agenda, the Employer agrees to grant the Union NAF Vice-President 80 hours official time per year and to no more than 3 designated NAF stewards 40 hours each official time per year to receive information, briefings or orientation and/or training relating to matters of mutual concern to the Employee and the Union. It is understood that no overtime pay will be paid for this type training. Per Diem expenses involved with this training will be borne by the Union.

SECTION 7: Union representatives will be granted reasonable official time to research and coordinate on matters concerning personnel policies, working conditions or when requested to do so by the HRO. Such time, including preparation of comments, shall be spent and such work accomplished within the HRO or the Office of the Union.

SECTION 8: Official time release procedures:

a. When a need for official time exists, Union officers and stewards should give supervisors at least two-day advance notice. When this is not possible, every attempt will be made to notify the immediate supervisor or his/her designee, as soon as, the need arises for official time.

b. The Union representative will specify the subject matter; i.e., meeting with a specific supervisor or a ULP charge, in writing on an AFGE locally produced form. The supervisor will then forward this information at the end of each pay period to the Human Resources Officer (HRO). The HRO will work with the Union president or his/her designee to resolve any discrepancies with the use of official time.

c. When a request for official time has been made, in writing, to include expected duration and contact phone number, the supervisor will either approve or disapprove the request. If the supervisor cannot release the Representative at the time requested due to mission requirements, the supervisor will inform the representative. When a request has been disapproved, the supervisor will be required to furnish the reason(s) for the disapproval in writing at the written request of the Union representative or Union President.

SECTION 9: Official time is granted only when the user is in a duty status, and does not include TOY/travel time or pay unless specifically authorized by the Employer. Moreover; official time used is prohibited for the performance of any functions related to internal Union operations such as but not limited to, solicitation of membership, Union elections, collection of dues and distribution of Union literature during duty hours.

SECTION 10: The parties agree that the primary purpose of official time is to perform duties in the government's interest.

ARTICLE 10-GRIEVANCE/Appeal PROCEDURES

SECTION 1: Most grievances rise 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 a reasonable effort will be made by management and the aggrieved party(s) to settle grievances at the lowest possible level. Inasmuch as, dissatisfaction and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance or loyalty to the Employer.

SECTION 2: This procedure is established to provide a means for resolving dissatisfaction of the parties to this agreement, or employees in the unit, over some aspect of employment, working condition, interpretation, application or violation of this agreement; or any claimed violation, interpretation, or application of any policy, rules or regulations affecting conditions of employment.

SECTION 3: Employees alleging discrimination initially may file a grievance under this procedure or appeal under the statutory procedure but not both. An employee shall be deemed to have exercised the

option as stated above, at such time as the employee timely files a notice of appeal under the statutory appellate procedure or timely files a grievance in writing, whichever occurs first.

SECTION 4: Employees affected by an adverse action resulting from a classification action may file an appeal through grievance under this procedure or under the Employer's appeal procedures, but not both. An employee shall be deemed to have exercised the option as stated above at such time as the employee timely files a notice of appeal under the Employer's appeal procedure or timely files a grievance in writing, whichever event occurs first.

SECTION 5: An employee or group of employees in the unit may present a grievance to the Employer and have it adjusted with or without representation or intervention of the Union so long as the adjustment is consistent with the terms of this agreement and the Union has been given opportunity to be present at the proceedings. This negotiated procedure shall be the exclusive procedure available to the parties and the employees in the bargaining unit for resolving grievances.

SECTION 6: The following matters are specifically excluded from this procedure:

- a. Non-selection for promotion from a group of properly qualified and certified candidates.
- b. An action terminating a temporary promotion and returning the employee to the position from which he or she was promoted to an equivalent position.
- c. Non-adoption of a suggestion or disapproval of any type of performance award or honorary award.
- d. A notice of proposed action.
- e. Those matters excluded under Section 7121 Title 5 USC.

SECTION 7: General provisions for handling grievance files.

a. A complete grievance file will consist of the original grievance and all additional responses generated as a result of the processing through the various grievance steps. The documents in the complete grievance file will be in original to the maximum extent possible.

b. The complete grievance file will be hand carried by the employee (if no representative is designated) or by the employee's representative (if a representative is designated) to each appropriate level supervisor in all steps of the negotiated grievance procedure.

c. Upon rendering the decision regarding the relief sought by the employee, the appropriate level supervisor will personally give the grievance file to the employee (if no representative is designated). In cases where the employee's Union representative is not available to receive the grievance file, the supervisor will contact the Union President and inform him/her of the situation. The Union President will be responsible for sending a Union official to pick up the grievance file. In cases where the employee's non-union representative is not available to pick up the grievance file, the employee will personally pick it up. In cases where the employee has not designated a representative and the employee is not available to pick up the grievance file, he/she may designate someone to pick up the grievance file.

d. The grievance file is the personal property of the grievant. Once a document is placed in the grievance file, it becomes a permanent part of the grievance file and may not be changed except with mutual consent of both parties.

SECTION 8: It is understood that the grievant may withdraw the grievance at any stage of this procedure prior to arbitration.

SECTION 9: The Employer agrees to notify the Union, in writing, of any rejection of a grievance on the ground that it is not grievable or arbitral prior to the time limit for the written answer in Step 3 of this procedure. Arbitral or grievable questions that cannot be resolved by the parties shall be submitted as a threshold matter to the arbitrator. If the arbitrator determines that there is a reasonable basis that the grievance is grievable or arbitral, he/she will hear the merits of the grievance and decide the issues together.

SECTION 10: Extension of any limits may be granted by mutual consent to the parties in any step of this procedure and the written request and reply will become part of the grievance file. An extension will not be granted for any more time than allowed in the original time frame for completing that step of the procedure.

SECTION 11: Procedural Steps-Employee Grievances. The following steps will be taken by an employee having a grievance subject to this agreement:

a. Step 1. Within 15 calendar days of the action complained of, or the date the employee learns thereof, whichever is later, the written grievance will be filed with the immediate supervisor. Within 15 calendar days after receipt of written grievance, the supervisor will furnish employee with a written decision. When the matter is resolved, the resolution will be reduced to a written statement signed by the grievant and the supervisor.

b. Contents of Grievances. The written grievance must be legible and include:

- (1) Name of employee.
- (2) Name of representative, if any.
- (3) Employee's duty section.
- (4) Date incident occurred.
- (5) Name and title of immediate supervisor.
- (6) Statement of grievance by employee.
- (7) What adjustment is expected.
- (8) Employee's signature.
- (9) Representative's signature, if any.

c. Step 2. If the grievance is not resolved to the satisfaction of the grievant, the grievant and/or representative, if any, may elevate the grievance to the next level; Services Director within 15 calendar days after receipt of the first step decision. The grievant will identify specifically, in writing, his/her dissatisfaction with the resolution offered by the lower level supervisor. The next level supervisor will meet with the grievant within 5 calendar days of a request for a meeting. The supervisor will furnish the

grievant a written decision within 15 calendar days of receipt of the grievance file. When the matter is resolved, the resolution will be reduced to a written statement signed by the grievant and supervisor.

d. Step 3. If the grievance is not resolved by this procedure to the satisfaction of the grievant, the grievant, and/or representative, if any, may elevate the grievance to the Group Commander within 15 calendar days after receipt of the decision at Step 2. The grievant will identify specifically, in writing, his/her dissatisfaction with the resolution offered by the lower level supervisor. The Group Commander will meet with the grievant within 5 calendar days of a request for a meeting. The Group Commander will furnish the grievant a written decision within 15 calendar days of receipt of the grievance file. When the matter is resolved, the resolution will be reduced to a written statement signed by the grievant and the Group Commander.

e. Step 4. If the preceding steps do not resolve the grievance, the Union may refer the matter for arbitration in accordance with Article 11. A notice of intent for arbitration shall be in writing and shall be submitted to the Employer within 20 workdays of the receipt of the Group Commander's decision.

SECTION 12: Union Initiated grievances.

The Union President or designee may initiate a grievance, in writing, by presenting it to the Civilian Personnel Officer, for referral to the Wing Commander or appropriate Group Commander within 10 workdays after occurrence of the event which gives rise to the grievance. Any grievance so initiated must contain all appropriate information required by Step 1 of this grievance procedure. The Wing Commander or appropriate Group Commander will furnish the Union a written decision within 10 workdays after receipt of the grievance. If the matter is not resolved, the Union may refer the matter to arbitration in accordance with Article 11.

SECTION 13: Employer Initiated Grievances.

The Employer or designee may initiate a grievance, in writing, by presenting it to the Union President or designee within 10 workdays after occurrence of the event which gives rise to the grievance. Any grievance so initiated must contain all appropriate information required by Step 1 of the grievance procedure. The Union President or designee will furnish the Employer a written decision within 10 workdays after receipt of the grievance. If the matter is not resolved, the Employer may refer the matter to arbitration in accordance with Article 11.

ARTICLE 11-ARBITRATION

SECTION 1: If arbitration is invoked by either party, these arbitration procedures will be implemented.

SECTION 2: Within 5 workdays from the day of the notice of intent for arbitration, either the Employer or the Union may request the Federal Mediation and Conciliation Service to provide a list of 5 impartial persons qualified to act as arbitrators.

SECTION 3: The Union and the Employer will within three workdays select an arbitrator from those on the list following these rules:

- a. A coin flip will decide who strikes the first name.
- b. The Union and the Employer will strike an equal number of names.
- c. The name remaining will be the arbitrator selected.

SECTION 4: The Union and the Employer agree to share equally the cost of the arbitrator's fees.

SECTION 5: The arbitrator's decision shall be binding on the parties. Either party may file an exception to an award with the Federal Labor Relations Authority under appropriate regulations.

SECTION 6: Use of official time by participants will be in accordance with Article 9-Union Representation.

ARTICLE 12-DUES WITHHOLDING ARRANGEMENTS

SECTION 1: Any bargaining unit non-appropriated fund employee of Laughlin AFB who is a member of the unit and in good standing may authorize an allotment for the payment of dues for such membership provided:

a. The employee has voluntarily completed a request for such allotment of pay.

b. The employee regularly receives a normal amount of pay on the regularly scheduled NAP paydays and such pay is sufficient to cover the full amount of the allotment after other legal deductions have been made.

SECTION 2: The Union agrees:

a. To acquire and distribute to its members the prescribed allotment form "Request for Payroll Deductions for Labor Organization Dues," SF Form 1187.

b. To certify as to the amount of its dues.

c. To forward completed SF 1187 to the NAF Payroll Office.

d. To inform and educate its members on the program for voluntary allotments for payment of dues, the use and availability of the required forms and the conditions under which the allotment may be revoked.

SECTION 3: The Human Resources Office will accomplish the submission of the SF-1187 without undue delay: The allotment will be effective at the beginning of the first complete bi weekly pay period after date of receipt of a properly complete and certified SF 1187 by the NAF Payroll Office.

SECTION 4: An allotment shall be terminated:

a. When the employee leaves the unit.

b. Upon loss of exclusive recognition of the Union.

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

SECTION 5: 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 Union, such notice is to be given within 5 workdays.

SECTION 6: The Employer agrees to maintain a supply of the Standard Form (SF) 1188, Cancellation of Payroll Deductions for Labor Organization Dues, in the NAF Payroll Office. This form will be available to employee upon request.

SECTION 7: Employees may revoke their dues withholding only once a year, on the anniversary date of their original allotment, by submitting a timely SF 1188 to the NAF Payroll Office prior to their anniversary due date. Upon receipt of a properly executed SF 1188 in duplicate, a copy of the form shall be transmitted to the Union within 5 workdays.

SECTION 8: The NAF Payroll Office, acting for the Employer, shall furnish to the Treasurer of the Union at the end of each payroll cycle, the remittance for dues. The remittance will be accompanied by a statement in duplicate giving the following information:

- a. Identification of office or installation.
- b. Identification of AFGE, Local 1749.
- 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 the reason for non-deduction.
- e. Total amount withheld on the payroll.
- f. Net amount remitted.
- g. A copy of any written revocation received by the Employer which is effective within the pay period in question.

SECTION 9: The Union agrees that the amount to be withheld shall be the amount of the regular bi-weekly dues, exclusive of initiation fees, assessments, back dues, fines and similar charges and fees. Allotment deductions will be made by the NAF Payroll Office each pay period in the bi-weekly amount shown on the SF 1187. If the amount of regular dues is changed by the Union; the NAF Payroll Office will be furnished written notification signed by the President of AFGE, Local 1749 that the membership has approved such change and the amount of new deductions to be held. 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. Only one such change may be made in any 12 month period.

ARTICLE 13 - HOURS OF WORK

SECTION 1: The responsibility and authority for setting tours of duty shall be discharged at all times in a fair and equitable manner.

SECTION 2: Changes in work schedule that do not decrease an employee's guaranteed hours may be made with a minimum 24-hour notice provided the employee is given at least the 24-hour minimum notice.

SECTION 3: The administrative work week shall be 7 consecutive days. It does not have to coincide with the calendar week and may begin on any day and at any hour.

SECTION 4: Work schedules will be established and posted showing the daily beginning and ending hours.

SECTION 5: Reduction in guaranteed hours. When a supervisor determines that less hours are required routinely each week, and the only way to accomplish this is to reduce an employee's guaranteed hours, proper action will be taken to make the required changes. A reduction in an employee's guaranteed hours that result in a change in employment category must be processed as a business based action (BBA). When a decrease in hours is necessary, the supervisor must provide the employee written notice in advance of the action as indicated:

<u>Category</u>	<u>Written Notification Required</u>
Regular	8 hours or more 15 calendar days
Regular	less than 8 hours. 7 calendar days

SECTION 6: Call-back duty time is when a regularly scheduled, regular or flexible employee is required to work on a day when work was not scheduled, or when the employee is officially required to return to his or her place of employment. Compensation for call-back duty is at least 2 hours whether or not work is performed, including make-ready and clean-up time.

SECTION 7: Call-in duty time is work performed by an unscheduled flexible employee who is officially required to report for work. Compensation for call-in duty must be at least 2 hours, whether or not work is performed, including make-ready and clean-up time.

SECTION 8: A rest period not to exceed 15 minutes during each 4 hours of continuous work will be granted when it contributes to the employee's well-being to preclude fatigue/accident potential and/or relieve monotony.

ARTICLE 14- MAKE READY AND CLEANUP

The Employer will provide a reasonable amount of duty time, consistent with the nature of work performed, for employees to make ready at the beginning of the shift and after lunch. Duty time will also be allowed for a cleanup prior to lunch and at the end of the shift. In the same manner, a reasonable amount of time will be allowed employees for the storage and protection of property, equipment and tools prior to the end of the shift.

ARTICLE 15-OVERTIME AND HOLIDAYS

SECTION 1: In accordance with all applicable regulations pay banded (NF and CC) and crafts and trades (NA, NL and NS) employees are entitled to overtime pay.

SECTION 2: The Employer reserves the right to assign overtime. Overtime work shall not be required of an employee when it will cause undue hardship. Records of overtime assignments may be viewed by the Union, upon request, to aid in resolving individual claims of unfair and inequitable treatment. Overtime work will not be assigned as a reward or penalty.

SECTION 3: Employees assigned overtime work will be given as much advance notice as practicable. An employee who has volunteered for and has been assigned overtime work may upon timely request, be released from such assignment provided there is a valid reason as determined by the supervisor.

SECTION 4: Employees who work overtime shall be allowed a 15 minute paid break after each two hours of overtime work. For employees scheduled to work at least 2 hours overtime beyond the end of their normal duty day, a 15 minute break shall be allowed as soon as practicable after the overtime work has begun. Overtime, when required, will normally be assigned to employees for performing work in their own skill.

SECTION 5: Employees entitled to observe holidays shall be compensated as provided in applicable regulations. The employer shall make reasonable accommodations to the religious needs of employees in accordance with appropriate regulations.

ARTICLE 16-ANNUAL LEAVE AND LWOP

SECTION 1: The parties agree to follow the applicable leave regulations except as modified by this agreement. Annual leave is earned only by regular employees and this article is applicable only to those employees.

SECTION 2: It is the responsibility of the leave approving supervisor in consultation with the employee, to establish a tentative annual leave schedule in January of each year for each eligible employee. Where mission requirements allow disputes between employees with common duties will be resolved by granting the vacation time to the employee with the most seniority as determined by the service computation date (SCD). Disputes resulting between employees that request the same vacation period each year (i.e., holiday periods) will be resolved by alternating the granting of such requests in succeeding years among employees involved.

SECTION 3: Annual leave will be charged in 15 minutes increments. Supervisors may excuse infrequent tardiness of less than one hour due to circumstances beyond the employee's control.

SECTION 4: Regular employees shall be granted an advance equal to all annual leave that will be accumulated in 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.

SECTION 5: An employee who is selected to serve as a union official may request leave without pay (LWOP) not to exceed one year at a time to serve in that capacity. Extension requests will be processed in accordance with applicable directives.

SECTION 6: Leave Without Pay (LWOP) is a temporary non-pay status and an 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 may also be granted under applicable laws and regulations for the following reasons:

a. Maternity or paternity situations.

b. For protecting an employee's status and benefits pending action by appropriate authority on a claim resulting from a work-related illness or injury or during a period the employee is carried on the rolls while he is being compensated under LI-IWCA, (Longshoreman's Harbor Worker's Compensation Act).

ARTICLE 17 - SICK LEAVE

SECTION 1: Regular employees shall earn and be granted sick leave in accordance with applicable publications and the provisions of this Article. Sick leave requests shall be approved for employees when they are incapacitated for performance of their duties or when requesting leave under the Family and Medical Leave Act of 1993 or the Federal Employees Family Friendly Leave Act of 1995 provided the requests are in compliance with directives.

SECTION 2: Sick leave is earned only by regular employees and this article is applicable only to those employees. Sick leave for medical, dental or optical examination or treatment that can be prearranged must be scheduled in advance. Use of sick leave for illness, injury, exposure to contagious disease, illness of a family member with a contagious disease or other circumstances of incapacity, which are not known in advance, must be requested as soon as possible after the beginning of the absence from duty, usually within the first or second hour of duty.

SECTION 3: Sick leave of more than 3 consecutive workdays should be supported by a medical certificate. A medical certificate is not usually required for absences of three days or less. When there is a reason to believe that an employee is abusing sick leave, a medical certificate may be required for absence of 3 days or less. This requirement is limited to cases of suspected abuse and can be imposed only when the employee has been specifically informed by the requirement in advance. The requirement for the medical certificate should be viewed every three months by the supervisor and the employee concerned to determine if a continuation of this requirement is necessary. In those services or occupations where light duty assignment exist, the employer shall take diligent efforts to provide details to light duty for their employees who are medically certified as capable of performing only light duty.

SECTION 4: Except in cases of serious illness or disability, advancement of sick leave is not granted. When warranted, however, employees may be advanced up to 30 days sick leave. An advance of sick leave is not granted, if it is considered likely that the employee will not return to duty for a sufficient period of time to earn the leave advanced.

SECTION 5: Employees may request sick leave, annual leave and LWOP if incapacitation is related to pregnancy and confinement has been properly established by medical authority. An absence covering pregnancy and confinement is treated as any other medically certified temporary incapacitation. Requests for leave for maternity purposes must be processed according to the same policies and procedures that apply to request for leave in general.

ARTICLE 18 - ADMINISTRATIVE LEAVE/EXCUSED ABSENCES

SECTION 1: Excused absences (time off with pay) shall be in accordance with this agreement and shall include, but not be limited to the following:

a.. Administrative Leave. The commander may suspend some or all NAFI operations when unusually severe weather conditions or other emergency situations dictate such action as being in the interest of the Air Force. Under such conditions employees at work or scheduled to be present for duty are excused without charge to leave. The status of employees on approved leave or LWOP during periods of excused absence does not change.

b. -Excused Absences are an administratively authorized absence from duty without loss of pay or charge to leave. Excused absence differs from administrative dismissal in that it normally addresses individual employees excused for non-mission related emergency reasons and is as follows:

(1) Employees are authorized absence from work for jury duty or for attending court in any unofficial capacity as a witness on behalf of the US Government or the Government of the District of Columbia on advance notice of a court order, subpoena, or summons or any other judicial notification. The court may be a state, federal or District of Columbia court. For court leave purposes, municipal courts are considered state courts. Regular employees on court leave receive their regular pay for such time off, or retain the court fees received from the court, whichever is the greater amount if the court fees are the lesser amount, such fees excluding transportation are turned over to the employing NAFI.

(2) An Employee requesting time off to vote is excused without charge to leave for the amount of time necessary to permit them to report to work 3 hours after the polls open or to leave work 3 hours before the polls close, whichever requires the least amount of time off. No time off is granted if the polls are open either 3 hours before or 3 hours after the employee's regular duty hours.

(3) Employees are encouraged to volunteer as blood donors, without compensation, to blood banks or, in emergency, to individuals. An employee is excused without charge to leave or loss of pay. Normally, the maximum administrative excusal time for recuperation will be 4 hours.

ARTICLE 19-HEALTH AND SAFETY

SECTION 1: The Employer agrees to provide a safe and healthful workplace for all employees and will comply with all applicable laws and regulations relating to the safety and health of the employees.

SECTION 2: When an employee identifies a situation or condition considered to be a hazard to health or safety, that employee will notify their supervisor, the Wing Safety Office or other appropriate authority as determined by law. The Employer will assure prompt response to employee reports of hazardous conditions and require inspections in accordance with appropriate laws and regulations.

SECTION 3: The Employer agrees to compile and maintain a record of all accidents or reported unsafe conditions in accordance with laws and regulations of appropriate authorities.

The Union will be allowed a NAF employee representative on the base AFOSH Committee. In the event a Safety Inspector visits the installation for the purpose of inspection or investigation that could affect personnel policies, working conditions and/or employee health and safety, a Union representative will be afforded to opportunity to meet with and accompany the official on the inspection

or investigation. The Union will be advised at least 7 days prior to a scheduled health and safety inspection where the inspection results could affect personnel policies, working conditions and/or employee health and safety. Reports of the inspections will be made available for review by the Union. The Union will be given the opportunity to provide input for consideration regarding the survey results.

SECTION 4: The Employer will provide at no expense to the employee required suitable protective equipment in accordance with applicable laws and regulations.

SECTION 5: The Employer agrees to supply and maintain on a regular basis an adequate number of fire extinguishers in all work areas as prescribed by fire and safety standards.

SECTION 6: When the Employer becomes aware of an on-the-job injury, the employee affected shall be promptly informed of benefits provided by the LHWCA.

SECTION 7: The Employer will insure that 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 use. Equipment or machinery will be maintained and repaired in accordance with appropriate safety procedures.

ARTICLE 20-DISCIPLINARY ACTIONS

SECTION 1: Managers and supervisors set reasonable standards of conduct and maintain a constructive, disciplined work environment in which employees recognize and carry out their responsibilities. Supervisors take disciplinary action only when necessary and then promptly and fairly. Entries on AF Form 971 regarding warnings and/or disciplinary type counseling must be initiated by the employee. The employee's initials indicate only that the employee is personally aware of such entries. It is further agreed that the employee's initials do not indicate agreement or disagreement with such entries. Undocumented warnings or counseling will not be used to support disciplinary actions.

SECTION 2: A disciplinary action is an action taken by management to correct an employee's delinquency or misconduct. Disciplinary actions include:

a. Oral Admonishment. Oral admonishment is a discussion between a supervisor and an employee during which the supervisor informs the employee that he or she is being disciplined by an oral admonishment. The employer will orally inform the employee of the reason and the events that led to the admonishment being considered. The employee will be given an opportunity to answer and express his or her views on the matter. The Employer will consider the employee's answer and any explanations offered before making a decision. If the Employer decides to issue an oral admonishment, the Employee will be told why and will be told that he/she is being disciplined by receipt of an oral admonishment. On the date of the admonishment, the Employer makes a notation in pencil on the AF Form 971, which includes the words "oral admonishment, the effective date, and a notation that the employee has been advised of the admonishment. The Employer will document the admonishment on AF Form 971.

b. Memorandum of Reprimand. A memorandum of reprimand is a formal disciplinary memorandum issued by the Employer to an employee.

(1) The Employer prepares and presents the Memorandum of Reprimand. Such notices will include information relative to the employee's rights, such as the right to grieve the matter, as appropriate.

(2) Following receipt of the Memorandum of Reprimand, the employee may file grievance in accordance with Article 10.

(3) The Employer makes a note of the Memorandum of Reprimand, in pencil on the employee's AF Form 971, files a copy with the AF Form 971 and gives a copy to the HRO for filing in the employee's OPF.

c. Termination (flexible employees only). The Employer initiates an involuntary termination to separate a flexible employee.

(1) The Employer notifies the employee in writing. The employee is provided advance notification of at least 24 hours. The original copy of the Notice of Termination is given to the employee.

(2) The Employer makes a notation on the AF Form 971, files a copy of the termination with the AF Form 971, and forwards a copy to HRO for filing in the OPF.

d. Suspension of 14 days or less (regular employees only). Suspension is an action that involuntarily places a regular employee in a non-pay, non-duty status.

(1) The Employer will present a written notice when proposing a suspension of 14 days or less. The notice will specifically state the reason for the proposed action.

(2) The employee may respond orally, in writing, or both within 4 calendar days following receipt of the proposed action.

(3) Following receipt of the Employer's final decision, the Employee may file a grievance under the negotiated grievance procedures. The grievance must be filed within 7 calendar days following receipt of the decision.

(4) Following receipt of the Employer's Notice of Suspension, the employee may file a grievance using the negotiated grievance procedures, Article 10.

e. Removals or Suspensions of More than 14 Days (regular employees only).

(1) The Employer will present a written notice of proposed removal or suspension of more than 14 days. The notice will specifically state the reason for the proposed action.

(2) The employee may respond orally, in writing, or both within 4 calendar days following receipt of the proposed action.

(3) Following receipt of the Employer's final decision, the employee may file a grievance under the negotiated grievance procedures. The grievance must be filed within 7 calendar days following receipt of the decision.

f. Demotions - reduction in grade or pay band (regular employees only).

A demotion is a reduction in a regular employee's grade or pay band. It is imposed as a disciplinary action resulting from and employee's misconduct.

SECTION 3: Records of disciplinary actions will be made, maintained and removed in accordance with this agreement and/or appropriate laws, regulations and policies. Records of disciplinary actions that are

to be removed as a result of a grievance or appeal decision shall be removed within the timeframe specified in the decision. The supervisor's records of disciplinary action may be removed at any time at the discretion of the immediate supervisor.

ARTICLE 21-TRAINING

SECTION 1: The Employer and the Union agree that improvement of the workforce through the systematic training and development of employees is essential to the accomplishment of mission objectives. 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.

SECTION 2: The Employer and the Union agree 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 developmental needs.

b. Employee training and development activities completed in the base training program will be recorded in accordance with applicable publications. Such training records will be made available to employees at their request.

c. Training required for performance of official duties will be scheduled by the Employer. Time spent training outside of normal duty hours will be compensated in accordance with applicable laws and publications.

SECTION 3: The Employer will identify hard to fill positions and insure that all employees are informed of these areas. Furthermore, the Employer will to the maximum extent practicable, establish training opportunities in these areas and inform the employee how to apply for training.

SECTION 4: The Employer will provide employee on-the-job cross-training to the maximum extent practicable, employing such techniques as interchanging employees when they share mutual desires and aptitudes to receive training in each of their respective positions.

SECTION 5: In accordance with applicable laws and regulations the Employer agrees to make reasonable efforts to train a medically disqualified employee for another position for which his medical limitations do not disqualify him.

ARTICLE 22-DETAILS AND LOANS

SECTION 1: A detail is the temporary assignment of an employee to a different position without a change in pay for a period NTE 60 days. Details are used to meet temporary needs, when work requirements cannot be met by other desirable means. An employee returns to his or her original position at the end of a detail. Details are made a matter of record, because the experience and training gained by the employee may be important for later permanent placement actions. Repeated details of an employee for periods of 60 days or less, interrupted by short term return to the permanent position are not authorized. The employer retains the right to detail and loan employees between different NAFI's.

SECTION 2: Loan of an Employee - It is appropriate to loan an employee to another AF NAF organization to meet temporary or limited work situations of less than 60 calendar days, where the position has the same grade or pay band, series, and basic duties as assigned.

ARTICLE 23 - BUSINESS BASED ACTIONS (BBA)

SECTION 1: 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 non-disciplinary reasons. BBAs are used to adjust resources in response to reorganization, realignment of workload, elimination of duties or responsibilities from a position, lack of funds or from a need to be competitive with pay in the local labor market. In the event that the Employer finds it necessary to conduct a BBA, the following general procedures shall apply:

- a. The Employer will notify the Union promptly of any pending BBAs.
- b. The Employer agrees that in order to minimize the impact of any BBA, existing vacancies will be filled to the extent practicable through placement of qualified employees who might otherwise be separated by the action.
- c. Employees shall have the right to Union representation in matters relating to the BBA.
- d. The following actions are considered BBAs :
 - (1) Reduction in pay rate.
 - (2) Furlough regular employee for 8 calendar days or more.
 - (3) Change in employment category from regular to flex.
 - (4) Change to lower grade or payband.
 - (5) Separation.
- e. When employee work hours are reduced that will result in a change of employee category, the Employer shall accomplish the change in accordance with the BSA procedures applicable at the time.

SECTION 2: Management gives an employee affected by a BBA advance notice of the effective date. The Union will be provided a copy of the notice.

- a. Regular employees receive a minimum advance notice of 7 calendar days for a non-separation action and 30 calendar days for a separation action.
- b. Flexible employee received a minimum advance notice of 24 hour for a non-separation action and 7 calendar days for a separation action.

ARTICLE.24 - PROMOTION

SECTION 1: A promotion is the change of an employee from one grade or pay band to a higher grade or pay band within the same pay schedule. A promotion may also result when changing from one pay schedule to another pay schedule.

a. Temporary promotion may be non-competitively when an employee's services are needed in a higher grade or pay band position and the employee meets the qualification requirements for the position:

(1) A temporary promotion must be expected to last for a minimum of 2 pay periods (4 weeks) and may not extend beyond 6 months.

(2) An employee's guaranteed hours cannot be lowered when temporarily promoted on an involuntary basis.

(3) An employee returns to his or her previous position at the end of the temporary promotion unless permanently promoted through competitive process.

b. A permanent promotion is competitive unless:

(1) The promotion is the result of job growth.

(2) The promotion is the result of improper classification.

(3) The promotion follows competitive assignment to a developmental position.

SECTION 2: Employees complete AF Form 2550, NAF Application for Promotion or Other Position Change for any higher grade or pay band position at any time. The form is submitted to the HRO and maintained as long as the employee is employed, or is placed in the applicable position.

ARTICLE 25 - EMPLOYEE'S FILES

SECTION 1: SF Form 66-Official Personnel Folder (OPF)

a. The Human Resources Office) prepares and maintains an OPF for each employee. The OPF contains records that accurately reflect the most essential information from date of employment to date of separation. The Official Personnel Folder is the official repository for records affecting an employee's status and service during their entire government employment. The folder provides the basic source of factual data about the employee's employment history and thus is used primarily by the Human Resources office in screening qualifications, determining status, computing length of service and other information needed in providing civilian personnel services. In addition, folders may be reviewed by, or be used to furnish information to supervisors and operating officials who are considering employees for promotion or other assignment, or for other official purposes in performing personnel management responsibilities.

b. The parties agree, in any event, only those persons that have a need-to-know, in the performance of official duties, will be allowed access to an employee's Official Personnel Folder.

c. It is also agreed that to the extent that it is not contrary to laws, rules and regulations, that an employee, upon oral request, or a Union representative designated by the employee in writing, may inspect their own Official Personnel Folder during the normal working hours of HRO.

d. The Employer agrees to give the employee a copy of each document placed in their Official Personnel Folder as prescribed by regulation upon request.

e. Appointments to review the Official Personnel Folder will be made with the Human Resources Office or authorized personnel.

SECTION 2: AF Form 971-Supervisor's Record of Employees

a. The AF Form 971, and any attachments; is the supervisor's personal and confidential record on subordinate employee's performance and conduct. The parties agree that access to the AF Form 971 will be limited to the employee concerned and persons having an official need-to-know. The immediate supervisor will insure that the AF Form 971 is protected from unauthorized access.

b. Entries on the Supervisor's Employee Brief(AF Form 971) resulting from informal meetings, discussions or briefings relative to instructions and established Employer policies and practices are not in themselves considered disciplinary. Such entries may be used for proving the employee's knowledge of the subject of the entry.

(1) Oral admonishments recorded on AF Form 971 will remain for 6months from the date of the admonishment.

(2) Written reprimand recorded on, or attached to, the AF Form 971 will remain for 15 months from the date of letter to reprimand.

c. The above time limits do not preclude earlier voluntary deletion or removal at the discretion of the supervisor.

d. The parties agree that only the immediate supervisor can make unfavorable entries on an employee's AF Form 971.

e. The parties are in agreement that the immediate supervisor and employee will initial and date (at time of entry) unfavorable entries on the AF Form 971.

f. All entries concerning any matter relative to any disciplinary action or that could be used to support future disciplinary action will be recorded on the AF Form 971, after the matter has been discussed with the employee and the employee's response has been given due consideration. These entries may be made by memo attached to be referenced on the AP Form 971 or made directly on the AF Form 971. The entries will be entered in the presence of the employee at the time of the discussion or shown to the employee shortly thereafter. The employee will be given the opportunity to read, initial and date any such entries. The employee's initials will not be construed as agreement or disagreement with the entries. The employee's initials will only indicate that the employee is personally aware of the entries.

g. Three months after an employee has been orally admonished, he/she may request a meeting with the Supervisor to discuss deletion of the oral admonishment notations from the AF Form 971. If the situation warrants, the supervisor is strongly encouraged to remove the notations.

h. The supervisor makes a note of the Memorandum of Reprimand, in pencil, on the employee's AF Form 971; files a copy with the employee's AF Form 97 I and gives a copy to the NAF Human Resources Office for filing in the employee's OPF. This note is deleted and the copies removed and destroyed 15 months after the date of the memorandum.

ARTICLE 26 - POSITION DESCRIPTION/GUIDE AND CLASSIFICATION

SECTION 1: The Parties agree to abide by the principle of equal pay for substantially equal work, i.e., Position Description (PD) and Position Guide (PG). The PD/PG of employees will document the major duties, responsibilities and supervisory relationship of the position for the purpose of classification of the position and determination of pay and grade. The Parties agree employees performing work will be paid at the appropriate rate for the work actually performed.

SECTION 2: The employer agrees to provide each employee with a copy of the PD/PG for which the employee is assigned. The PD/PG shall accurately and realistically reflect the major duties which the employee is expected to perform.

SECTION 3: Employees shall be given the opportunity at least once each year to review their position description and discuss it with their supervisor or other appropriate management official. If, after reviewing the position description, an employee believes that something should be added or deleted, a written request may be submitted by the employee to the immediate supervisor who shall approve or disapprove the change and forward it to the Human Resources Office for action.

SECTION 4: Should a dispute develop over the accuracy of the position description, the Human Resources Office shall investigate and make determination on the matter. If the employee is dissatisfied with the action or determination of the Human Resources Office, the employee shall be advised of classification appeal procedures in accordance with appropriate regulations.

SECTION 5: An employee who feels the position to which assigned is improperly classified will first consult with the supervisor for clarification of grade controlling aspects of the position. The employee must be as clear as possible regarding points of concern. The supervisor may request assistance from a Position Classification Specialist in explaining the classification to the employees. Should the employee still be dissatisfied the employee shall be advised of classification appeal procedures in accordance with applicable regulations.

SECTION 6: The Employer agrees to correct any PD/PG and the classification of any position in the bargaining unit found to be improperly classified, in accordance with applicable publications and this agreement.

SECTION 7: If the classification of an employee's position results in the reduction in grade or pay, the employee may file an adverse action appeal under the statutory appeals procedure, or a grievance under the negotiated grievance procedure, but not both.

ARTICLE 27-PERFORMANCE APPRAISAL

SECTION 1: The Performance Appraisal System will be in conformance with all applicable laws, publications, and directives

SECTION 2: The Parties agree that performance feedback improves employee morale and productivity. Employees will be provided performance feedback at least semi-annually during the performance appraisal cycle. The Employer will provide assistance to all unit employees in order for them to reach their highest performance potential. Performance problems will be handled in accordance with applicable rules and publications from the appropriate authority.

SECTION 3: 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.

SECTION 4: Performance appraisals shall be completed in accordance with applicable regulations and with instructions contained in the appraisal form. It is particularly important that on each element considered relevant, the immediate supervisor appraise the employee and that after the complemented appraisal has been signed by the reviewing supervisor, the immediate supervisor shows the appraisal to and discusses its contents with the employee. A copy of the appraisal rating will be provided to the employee at the time of the review by the supervisor. A copy of the completed appraisal will be provided to the employee by the supervisor. An employee and the supervisor will have served in their respective positions at least 90 days before an appraisal can be accomplished.

ARTICLE 28- EMPLOYEE DISABILITY COMPENSATION

SECTION 1: -NAF employees are covered by the Longshoreman's Harbor Workers Compensation Act (LHWCA) (33 U. S. C. 901) and following, as extended by the Non-appropriated Fund Instrumentalities Act (5 U. S C. 8171-8173). Employee disability compensation will be administered by the Human Resources Office in accordance with applicable laws and publications.

SECTION 2: Job-related injuries: The employee will promptly notify the supervisor of any job related injury or illness. Employee injury compensation forms will be promptly processed locally by the Employer in accordance with the Longshoremen's and Harbor Worker's Compensation Act (LHWCA) and related statutes. Approval or disapproval of the claims will be made by the proper office in accordance with LI-JWCA.

- a. Any employee who is injured or becomes ill in the performance of his/her duties may be entitled to benefits under the provisions of the LHWCA.
- b. An employee with a job-related injury may request to be placed on sick/annual leave or leave without pay, as applicable.
- c. The Employer will provide, through its medical facility, emergency diagnosis and first-aid treatment for on-the job injuries sustained by employees while in the performance of duties.

ARTICLE 29 - EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1: The Union and the Employer agree to further Equal Employment Opportunities (EEO) for all persons and endeavor to assure that no one is discriminated against because of race, color, national origin, age (over 40), disability (physical or mental), sex to include sexual harassment, religion, reprisal/retaliation or other non-merit factors. The parties agree to actively work for the accomplishment of the objectives and goals of EEO through a continuing program in accordance with directives of EEO and the US Air Force.

SECTION 2. The Employer will maintain an EEO counseling program for the purposes of EEO counseling, informal inquiry, and resolution of employee EEO complaints. It is understood that an EEO counselor is neither the complainant's representative nor management's representative. The EEO Counselor is responsible for carrying out the responsibilities of the EEO counseling program. Strict neutrality and objectivity is required on the part of the EEO counselor. Complaints of discrimination are given prompt and fair attention and consideration, and every effort is made to provide for just and expeditious resolution of each complaint.

SECTION 3: EEO counselors will inform orally or in writing potential complaints covered by this agreement of their right to representation and their right to process their complaint under appropriate statutory procedures.

SECTION 4: Management and the Union agree to utilize the ADR Program, at its lowest level, and as deemed appropriate with any workplace dispute.

ARTICLE 30 - EMPLOYEE DRUG AND ALCOHOL ABUSE CONTROL PROGRAM

SECTION 1: The Union and Employer jointly recognize alcoholism and drug abuse as illnesses which are treatable. It is also recognized that it is for the best interests of the employee, the Union, and the Employer that these illnesses be treated and controlled.

SECTION 2: For the purpose of this article, our concern is limited to alcoholism and drug problems which cause poor attendance and unsatisfactory performance on the job. Our sole objective is to help, not harm, and the intent is for rehabilitation and not elimination of the employee.

SECTION 3: Sick leave will be granted for the purpose of treatment or rehabilitation as in any other illness or health problem.

SECTION 4: The Union may be represented on the Drug and Alcohol Abuse Control Committee.

SECTION 5: The confidential nature of all records of the identity, diagnosis, prognosis, and/or treatment of any employee will be preserved in accordance with applicable laws and amendments thereto.

SECTION 6: Nothing in this article will prevent an employee from availing themselves of the program's services on their own initiative.

ARTICLE 31 - EMPLOYEE LISTINGS

Each month, the Union will be given a list of names, position titles, grades and duty sections of all bargaining employees appointed, transferred (including the new duty sections), and separated during the preceding month. In addition, the nature of action of the separation or separations from the unit will be furnished.

ARTICLE 32 - COMMITTEES

The Employer agrees to notify the Union President of any permanent or temporary committee that is established when the purpose for establishment is to give consideration to personnel policies, practices and working conditions affecting employees in the bargaining unit. - Membership on committees will be in accordance with this agreement.

ARTICLE 33 - BULLETIN BOARDS/PUBLICITY

The Employer agrees to make available to the Union adequate space on designated bulletin boards for posting official Union bulletins.

ARTICLE 34 - AVAILABILITY OF OFFICIAL PUBLICATIONS

SECTION 1: The Employer agrees to provide the Union access to unclassified NAF agency publications, and other directives/instructions that are related to the working conditions, personnel policies, practices and conditions of employment of the employees in the bargaining unit.

SECTION 2: At the Union's written request the Employer will provide a copy of any directive that is related to the working conditions, personnel policies, practices and conditions of employment of the employees in the bargaining unit. The Union agrees to pass on regulations, supplements and all other publications herein provided to future elected/appointed Union officials.

ARTICLE 35 - AUTHENTICATION OF UNION CORRESPONDENCE

SECTION 1: No written communication on behalf of the Union will be valid unless signed by the President of the local or his/her designee. 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.

SECTION 2: No written communication regarding policy affecting bargaining unit employees will be valid unless signed by the Wing Commander or his/her designee, and negotiated through the Union when appropriate. Such designation will be furnished in writing to the Union.

SECTION 3: Should Local 1749 be placed under trusteeship, the person designated by the National Vice President will sign all correspondence issued on behalf of the Union. Such designation will be furnished in writing to the Employer.

ARTICLE 36- PARKING

SECTION 1: In cases of severely handicapped employees, the employer will give special consideration to assigning reserved parking places as near to their working area as practical.

SECTION 2: The Employer agrees to provide the NAP Vice-President of the Union with a reserved parking space in as close proximity to the working area as practical.

ARTICLE 37 - CONTRACTING OUT

The Employer shall notify the Union no less than 10 days prior to the solicitation of bids to contract out work performed by bargaining unit employees which could result in a BBA, demotion of any employee or loss of positions. The Employer will meet and confer with the Union with regards to any impact on unit employees as a result of information to contract out bargaining unit work. Contracting out and the release of information regarding contracting out will be in accordance with applicable laws and regulations.

ARTICLE 38-DOD NAF AREA WAGE SURVEY

When an official wage survey is scheduled, the Employer agrees to notify the Union of the starting date. When employees(s) in the bargaining unit is/are appointed to serve on the wage survey data collection team travel procedures will be in accordance with applicable publications and laws.

ARTICLE 39 - TRAVEL (TDY)

Supervisors scheduling employees for temporary duty will coordinate the travel arrangements with the employee prior to issuance of the travel order. The Government Travel Card (OTC) must be used to obtain TOY funds, advances, charge transportation, rental cars and lodging fees. When the individual has been denied a card based on financial irresponsibility, the organizational commander or civilian equivalent shall authorize advance pay. All travel payments made to the traveler will be paid by Electronic Funds Transfer (EFT) and split disbursements will be made.

ARTICLE 40 - DISTRIBUTION

The Employer will publish sufficient copies of the new Negotiated Agreement to be distributed to each bargaining unit employee at no cost to the Union.

ARTICLE 41 - AGREEMENT ORIENTATION

The Employer agrees to grant 8 hours of official time to each Union officer and each recognized Union steward for the purpose of attending orientation briefings relative to this agreement. Union officers and stewards should give supervisors at least a 10 work-day advance notice when requesting official time under this Article.

ARTICLE 42 - DURATION

SECTION 1: This Agreement as executed by the Parties shall remain in full force and effect for a period of 3 years from the date of its approval by the Department of Defense Field Advisory Service.

SECTION 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.

SECTION 3: Automatic Renewal. Unless either Party initiates re-negotiation, this agreement will automatically renew for an additional duration period of 1 year; 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.

SECTION 4: Reopening. Either Party may open this Agreement for supplementation at any time after it has been in force and effect for at least 18 months. Request 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. Supplements will be duly executed by the Parties and become effective upon approval by the DoD Field Advisory Service.

SECTION 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.

SECTION 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.

Signed on this Rday of _____ 2008.

FOR THE EMPLOYER

FOR THE UNION

