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PREAMBLE

ARTICLE 1

In accordance with Chapter 71 of Title of the U. S. Code, and subject to all applicable statutes and regulations, the following articles constitute an agreement by and between the Langley Air Force Base, Virginia, Nonappropriated Fund, hereinafter referred to as the Employer, and the National Association of Government Employees, Local R4-26 (NAF) (hereinafter referred to as the Union). WHEREAS Congress has found that the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the government through collective bargaining; and whereas the well-being of 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 condition of their employment. Now, therefore, the parties hereto agree as follow:

ARTICLE 2

PROVISIONS OF LAWS AND REGULATIONS

Section 1. It is agreed and understood by the Employer and the Union that in the administration of all matters covered by this agreement, officials and employees are governed by existing or future laws, executive orders and regulations of appropriate authority, by published agency policies and regulations in existence at the time this Agreement is approved and subsequently published agency policies and regulations are required by law or by the regulations of appropriate authority.

Section 2. The fact that the Union agrees to published agency policies and regulation in existence at the time the agreement is approved does not preclude the Union from requesting to meet and negotiate on any agency policy and regulation.

ARTICLE 3

EMPLOYEE RIGHTS

Section 1. The Employer and the Union agree that employees in the bargaining unit covered by this agreement shall have 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 shall be protected in the exercise of such right.

Section 2. Employees have the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations, or agency policy.

Section 3. Employees have the right to be represented by an attorney or by a representative, of their choice in any grievance or statutory appeal action, except those subject to the negotiated grievance procedure.

Section 4. Nothing in this agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction as outlined in Article 45 of this agreement.

Section 5. Both parties shall take such action, consistent with law, as maybe required to assure that employees in the unit are appraised of the rights described in this article, and that no interference, restraint, coercion, or discrimination is practiced to encourage or discourage membership in the Union.

Section 6. When the Employer conducts an investigative interview, the employee being interviewed is entitled, upon the employee's request, to be represented by a Union representative, if the employee has reasonable grounds to believe that the interview may result in disciplinary action against him or her.

Section 7. An employee has the right to confer with the Union during duty hours concerning grievances, complaints and/or appeals. An employee desiring to confer with a Union representative will make the request for time to his/her immediate supervisor and receive approval prior to leaving his/her work area. Approval at time of request shall not be unreasonably denied.

Section 8. The Employer agrees to treat all employees in a fair and equitable manner.

Section 9. Disciplinary actions and counseling sessions will be in private.

Section 10. Employees of the Child Development Center and Youth Center who, because of child abuse allegations, are prevented from performing the duties of their position shall be informed of the allegation and shall be placed in a position selected by Management with no impact on the employees' grade or pay pending resolution of the allegation.

Section 11. The Union shall be given the opportunity to be represented at any examination of an employee in the unit in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation. The Employer shall annually inform employees of this right.

Section 12. The Employee has the right to know his/her immediate supervisor in the appropriate chain of command within his/her area. The Employer agrees to provide this information to employees upon appointment, through current organizational charts, and as needed, verbally. Personnel administration and assignments should be accomplished by the first line supervisor unless the uniqueness or exigency of the situation requires otherwise.

ARTICLE 4

EMPLOYER RIGHTS

Section 1. Subject to Section 2 of this Article, nothing in this article shall affect the authority of any management official of the Employer:

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

And in accordance with applicable laws to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other or disciplinary action against such employees;

To assign work, to make determination with respect to contracting out, and to determine the personnel by which Employer's operations shall be conducted;

With respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate source;

And to take whatever actions may be necessary to carry out the Employer's mission during emergencies.

Section 2. Nothing in this Article shall preclude the Employer and the Union from negotiating:

At the election of the agency, on the numbers, types, and grades of employees or positions assigned to any activity, work project, or tour of duty, or on the technology, methods, and means of performing work;

Procedures which management officials will observe in exercising any authority under this Article; or

Appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

ARTICLE 5

UNION RIGHTS AND OBLIGATIONS

Section 1. The Union shall accept employees as members without discrimination based on race, color, religion, creed, age, sex, national origin, political affiliation, marital status or physical and mental handicap.

Section 2. The Union shall be given the opportunity to be represented at any formal discussion between management and employee's or the employee's exclusive representative concerning any grievance or any personnel policy or practices or other matters effecting general condition of employment of employees in the bargaining unit.

Section 3. Right to Information:

The Employer shall provide to the Union, upon the Union's request, data:

which is normally maintained by the Employer in the regular course of business;
which is reasonably available and necessary for full and proper discussion;
understanding and negotiation of subjects within the scope of collective bargaining.

Union request(s) for data must provide information as to what is being requested and explanation on how the data is necessary and relevant.

The Employer may deny Union request (s) for data when:

the data is not available;
the release of the data is otherwise prohibited by law.

If the Employer denies a Union request for data, the Employer shall give the Union the specific reasons for the denial. If the Union feels the Employer's denial is in violation of this agreement, the Union may file a grievance beginning at the final step of this agreement's grievance procedure, or initiate an unfair labor practice complaint under 5 USC 22.7116.

ARTICLE 6

UNIT MEMBERSHIP LISTS

Upon the Union President's written request and no more than two (2) times during each calendar year, the Employer will furnish the Union a current listing of Bargaining Unit Employees. The list will include each employee's name, grade, organizational mailing address and organizational identifier.

ARTICLE 7

ORIENTATION FOR NEW EMPLOYEES

Section 1. The Union will be given 15 minutes to address employees at new employee's orientation sessions when bargaining unit employees are scheduled to attend.

Section 2. The Union's representative will be permitted to (1) advise unit employees of its existence; (2) describe the bargaining unit it represents; (3) provide the telephone numbers where Union representatives can be reached; and (4) distribute copies of the Agreement to bargaining unit employees.

Section 3. The Union will advise the Human Resource Program Office (HRPO) of the name of the person designated to serve as its representative at new employee orientations. The Union may change its designee upon written notification to the HRPO.

Section 4. The Employer will provide to the Union, prior to the new employee orientation, the names of the unit employees that are scheduled to attend.

ARTICLE 8

UNION REPRESENTATION

Section 1. The Employer shall recognize the officers and stewards of the Union. The Union will keep the Employer advised in writing of the names of its officers and stewards. A complete revised listing will be provided by the Union as changes occur. Management officials of the Employer will officially recognize only those Union representatives who have been appointed and reported in keeping with this article.

Section 2. Official time means all time granted Union officials to perform representational functions, time spent serving on committees, and time authorized by 5 USC 7131. Reasonable official time shall be granted to Union officers and stewards.

Section 3. In addition to Section 2, a Union official and affected employee will receive official time in accordance with 5 USC 7131 for the following purposes:

- a. Preparation for and attendance at grievance meetings.
- b. Preparation for and attendance at binding arbitration hearings.
- c. Preparation for and attendance at an oral reply meeting.
- d. Preparation for and attendance at an adverse action hearing.
- e. Preparation for and attendance at any other statutory appeal meeting and/or hearing.

Section 4. In the interest of efficient conduct of Government business and the economical use of Government time, and in order to draw a reasonable distinction between official and non-official activities, those activities concerned with organizing efforts and the internal management of the Union, including but not limited to the solicitation of membership, collection of dues or other assessment, circulation of authorization cards or petitions, solicitation of signatures on dues withholding authorization, campaigning for Union office, and distribution of literature, may be conducted only during the non-work time of the employees involved. Similarly, when the Union schedules membership meetings, internal elections, local, state or national conventions or similar events wholly or partially within the scheduled working hours of employees, any employees attending or participating in such event shall do so in an annual leave or leave without pay status.

Section 5. The Employer agrees that there shall be no restraint, interference, coercion or discrimination against Union officials or stewards in the performance of duties related to their responsibilities as the exclusive representative for unit members.

Section 6. Representatives of the national office for NAGE will be allowed to visit the Installation on Nonappropriated Fund Union business at the approval of the Installation Commander. Written/telephonic request for approval shall include name of visitors, date of visit, nature of business and length of visit.

ARTICLE 9

UNION TRAINING SESSIONS

Section 1. Recognized officers and stewards of the Union will be excused without charge to leave in conjunction with attendance at training sessions or briefings on subjects within the scope of the statute.

Section 2. Official Time will be authorized for Union training sessions or briefings not to exceed sixteen hours per calendar year for each steward and officer. Additional hours will be considered on a case by case basis.

Section 3. Request for excused absence should be submitted to the Labor Relations Officer of the Civilian Personnel Office at least fifteen (15) calendar days in advance of any request for training. The request must include the name(s) of the officer(s) stewards(s), date, time, place of training or orientation session and the subject matters to be covered. The approved request will be provided to the Union by the immediate supervisor or through the Labor Employee Relations Officer within three (3) workdays of receipt of the request.

Section 4. The Union will be permitted to use available Employer-owned projectors, films, and training aids when conducting Union sponsored training sessions provided the training is of benefit to unit employees, the training will be held on the Employer's premises, and only unit employees who are qualified operators are permitted to operate the equipment loaned.

ARTICLE 10

MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATION

Section 1. Negotiation is defined as collective bargaining between the Employer and the Union with the objective of reaching formal written agreement with respect to personnel policies and practice and matters affecting working conditions, so far as may be appropriate under applicable laws, regulations and published policies.

Section 2. The parties will cooperate in implementing and administering the agreement to include making those changes required by the agreement.

Section 3. This agreement is not all inclusive and the fact that certain working conditions have not been specifically covered in the agreement does not lessen the responsibility of either party to meet with the other for discussion and exchange of views and/or negotiation in an effort to find mutually satisfactory solutions to matters related to policies, practices, procedures and conditions of employment not covered by this agreement.

Section 4. Procedures for bargaining.

The Employer will notify the Union in writing prior to the planned implementation of a proposed change in conditions of employment. The notification will indicate the general nature of the proposed change, the planned implementation date and the reason for the change.

The Union shall have ten (10) working days from the date of notification to request Impact and Implementation (I&I) bargaining and to forward written proposals to the Employer. If the Union does not request I&I bargaining within the time limit, the Employer may implement the proposed change(s).

The Employer shall have ten (10) workings days after receipt of the Union's initiated proposed changes to forward written proposals to the Union. I&I bargaining will commence within fifteen (15) working days, unless otherwise agreed upon by the parties.

Section 5. Issues regarding negotiability of an item under discussion will be resolved in accordance with applicable provisions of Title V of USC and the rules and regulations of the federal labor relations authority.

Section 6. It is agreed that the Employer shall negotiate with the Union on all appropriate matters. It is understood that the Employer in this context means a representative with delegated authority to speak for the installation commander.

Section 7. It is agreed that matters appropriate for negotiation between the parties shall include personnel policies and working conditions, including but not limited to such matters as safety, training, labor-management relations, employee services, method of adjusting grievances, granting leave, promotion plans, demotion practices, pay practices, business based action practices and hours of work which are within the discretion of the head of the agency. These matters are related to policy determinations, not day-to-day operations. It is agreed that the fact that certain matters appropriate for negotiations have been excluded from this agreement does not relieve either party of its obligation to meet and confer on those not initially covered herein.

ARTICLE 11

UNION-MANAGEMENT MEETINGS

Section 1. Union representatives shall be permitted to meet with management officials of the Employer on appropriate subjects of general interest to employees.

Section 2. A Union representative desiring to meet with a management official other than the Services Squadron Commander on an appropriate subject of general interest to employees shall orally inform his/her immediate supervisor of the name of the official with whom he/she desires to meet.

Section 3. Every attempt shall be made to satisfactorily resolve appropriate matters of general interest to employees at the lowest possible management official/Union representative level.

Section 4. Meetings between management officials subordinate to the Services Squadron Commander and Union representatives shall normally be accomplished orally, and no minutes or other official record of such meetings is required.

Section 5. The Services Squadron Commander, when available, shall hold meetings as needed with one or two Union Officials to discuss items of general interest to employees. No minutes or other official record of such meetings are required.

Section 6. The procedures set forth in this Article shall not be used in lieu of available grievance or appeal procedures. Employee grievances and appeals shall not be discussed at any meeting held in accordance with this Article.

ARTICLE 12

HOURS OF WORK

Section 1. The administrative workweek is the seven day calendar week commencing at 0001 Sunday and ending at 2400 on the following Saturday. The Employer and the Union recognize that the mission of the Non-appropriated Fund requires that officials and employees of the Non-appropriated Fund be responsive to the needs of the patrons who support the operations of the Non-appropriated fund.

Section 2. All employees will normally be given a 30 to 60 minute lunch break. The Employer agrees that when employees are required to work during the normal lunch period they shall be granted a lunch period equal in length to the normally designated lunch period. When a normal lunch period is not feasible in a shift, a 20-minute lunch period will be permitted and considered as time worked for which compensation is allowed, provided that in such cases the lunch period must be spent in close proximity to the employees' work areas. No employee will be required to work more than six (6) hours in any workday without a meal period.

Section 3. The Employer agrees to grant each employee one (1) fifteen (15) minute rest period during each four (4) hours of continuous work, when such a rest period is consistent with the operations and the nature of the work performed by the employee. Rest periods, where appropriate, will not be given during the first hour or the last hour of work nor less than one (1) hour before or after lunch. Rest periods are granted to:

- a. Protect employees from hazardous work or work that requires continual or considerable physical exercise.
- b. Reduce accident rate by removing the fatigue potential.
- c. Improve work in confined spaces or in areas where normal personal activities are restricted.
- d. Possible increase, or maintain, high quality or quality production that is attributed to the rest period.

Section 4. Guaranteed specific number of hours as reflected on their appointment documents (AF Form 2545). The basic workweek for all current (as of the date of execution of contract) regular full-time employees will consist of not less than 35 nor more than 40 hours. The basic workweek for all current (as of the date of execution of contract) regular part-time employees will consist of not less than 20 and not more than 35 hours. All employees that are hired as Regular employees after the date of execution of the contract will be Regular employees with a basic workweek consisting of 20 to 40 hours per week.

Section 5. Due consideration will be given to regular employees' requests for tour or shift assignment and rotation. When a rotating or irregular tour of duty is established, employees will be given equitable treatment in regards to assignments involving Saturday, Sunday, and night duty.

Section 6. Work schedules shall be posted on bulletin boards at least two (2) weeks prior to the effective date of the schedule. The schedule shall cover at least one administrative workweek.

Section 7. Reduction in Guaranteed Hours

When the Employer determines that less hours are required routinely each week, and the only way to accomplish this requirement is to reduce an employee's guaranteed hours, action will be taken to make the required changes as set forth in this section. Guaranteed hours must not be reduced solely to avoid payment of benefits or to provide more hours for other employees. Prior to reducing the guaranteed hours of a regular employee, every effort will be made to reduce the scheduled hours of flexible employees within the same type of position and the same facility. A reduction in an employee's guaranteed hours that results in a change of employment category must be processed as a Business Based Action. The Employer will utilize the following procedures whenever changing the guaranteed hours of a regular employee:

The Employer must give a written notice in advance of the action to the employee as indicated below:

Employment Category	Guaranteed Hours	Minimum Required Written Notice in Advance
Regular	8 hours or more per week	15 calendar days
Regular	Less than 8 hours per week	7 calendar days

At a minimum, the written notice must include:

A statement that the employee's guaranteed hours are being reduced.

The effective date of the change.

A clear statement of the reasons for the change (be specific).

A statement that if he or she feels the action is unfair or disagrees with the reasons for the action, the employee may submit a grievance under the negotiated procedures, advice on how and where to file the grievance, and the time limits for filing such grievance.

Section 8. The Union will be informed of any reduction in guaranteed hours before notices are issued to the employees. Upon request from the Union, a meeting shall be held

with the Union, Manager, and Human Resource Officer or designee to resolve the actions pursuant to statute and Executive Order.

Section 9. Incidental duties that are directly connected with performing a job, such as obtaining and replacing work tools or materials, undergoing inspections, clean-up time, removing prescribed work uniforms, and similar tasks are considered a part of that job requirement in establishing tours of duty. If possible, work shifts are arranged so that time required for incidental duties is part of the regularly scheduled workday. If incidental duties cannot be made a part of the regularly scheduled workday, the extra time payable must not be more than 30 minutes a day.

Section 10. It is agreed that when regular employees in the unit are relieved from duty by the Employer during their regular scheduled tour of duty during their workweek due to the interruption or suspension of operations, they shall be paid for their scheduled hours without any part of the day charged to their annual leave account. When a decision is reached to close all or part of the activity and an administrative order is issued to excuse employees from duty without charge to leave or loss of pay, such decision will be communicated to employees as expeditiously as possible.

Section 11. Shift rotation may be made for valid reasons, such as to alleviate personal hardship or to permit an employee to pursue formal education relating to improving qualification for positions that would be beneficial to the employee or Employer. Exceptions may be granted for a definite period of time and will be terminated when the reason for granting such exception ceases to exist or where job performance is adversely affected. Upon request of an employee prior to effective date of work schedule, days off may be exchanged by mutual consent of the employees concerned consistent with work load requirements with the same employee category and status and with approval of the supervisor.

Section 12. It is Management's objective to achieve and maintain current Air Force goals which are 45% Regular and 55% Flexible, however, both parties recognize there are seasonal fluctuations that may affect the ability to reach the goal.

ARTICLE 13

OVERTIME

Section 1. Overtime is paid when an employee work more than 8 hours in the workday, unless the employee is working a compressed scheduled workweek, i.e., 4 days a week, 10 hours a day.

Section 2. Overtime shall be rotated equitably among employees in each work area, whenever possible, (i. e. Lodging, Enlisted Club, Child Development Center, etc.) consistent with employee classification (i. e. custodial workers, laborers, desk clerks, waitresses, etc.) Records of overtime worked or declined shall be maintained and made available to the Union. If overtime is refused by an employee, it counts as overtime worked insofar as equitable distribution is concerned. The Employer will make every effort possible to seek volunteers qualified to perform the duties of the overtime assignment. If no volunteers come forward, the Employer will assign the overtime to qualified employees who have been performing the work during the shift.

Section 3. It is understood and agreed by the parties that when employees are required to work overtime and are unable to obtain transportation home, such transportation will be promptly provided by the Employer. The Employer will take positive action to ensure that this is done with dispatch.

Section 4. Any employee called back or called in to perform overtime shall be paid a minimum of two (2) hours regardless of whether required to work the two (2) hours or not.

Section 5. Where employees are not informed of overtime assignments prior to the start of the regular shift, and are required to work more than four hours beyond the end of the regular shift, an opportunity will be provided to obtain food.

Section 6. Employees who are required to work overtime, without prior notice will be allowed one (1) phone call . The phone call will not exceed ten (10) minute's duration.

ARTICLE 14

HOLIDAYS

Section 1. All bargaining unit employees shall be entitled to all holidays prescribed by federal law. All holidays designated by Executive Order shall be observed in accordance with provisions of the Executive Order.

Section 2. Bargaining Unit Employees in a pay and duty status who are not required to work on a holiday shall receive pay for their regular scheduled hours at their regular hourly rate of pay.

Section 3. Work to be performed on holidays will be assigned and scheduled to ensure a fair and equitable distribution of holiday work. Employees performing work on a holiday shall receive pay in accordance with that authorized by applicable regulations.

Sections 4. Bargaining Unit Employees assigned to regularly scheduled night work are entitled to night differential pay in accordance with applicable regulations on all days designated as holiday on which they are not required to work.

Section 5. Normally, Federal holidays will be observed as non-work days except for those employees considered essential to carry out the Employer's mission. Such time off for holidays will be in accordance with existing agency regulations and policies.

Section 6. The Employer will make reasonable efforts to grant annual leave to employees upon request for holidays not prescribed by law, associated with the religious faith of the employees. An employee having annual leave to his credit may apply in advance for leave and such leave shall be approved consistent with the operational requirements of Langley AFB.

ARTICLE 15

ANNUAL LEAVE

Section 1. Regular employees shall earn and be granted annual leave as follows:

If the employee has	and;	Then accrual rate is:
Less than 3 years service		5% of total regular hours worked.
At least 3 but fewer than 15 years	It's not the last pay period ending (PPE) in the FY	7 ½% of total regular hours worked.
At least 3 years but fewer than 15 years	It is the last PPE in the FY	12 ½% of total regular hours worked.
More than 15 years service		10% of total regular hours worked.

Section 2. The Employer agrees to grant annual leave to employees for the purpose of rest, relaxation, recreation or for other justifiable reasons consistent with workload requirements. Approval of requests for annual leave for unforeseen emergency reasons will be considered as the circumstances warrant.

Section 3. The Employer agrees that all disapproved annual leave requested will be returned to the employee with a notation in writing as to the reasons for the disapproval by the end of the employees' shift.

Section 4. It is agreed that no employee shall be called back from leave unless, no other qualified employee within the activity is reasonably available to perform the required duties.

Section 5. Employees unable to report for duty because of a personal emergency must request emergency annual leave by notifying the Employer as soon as possible but no later than two hours after the start of their regular scheduled work shift.

Section 6. Annual leave request for periods of one or more weeks will normally be scheduled on a yearly basis. Employees will be provided the opportunity to submit their requests (SF71) for annual leave in writing to their supervisors by 31 January of each year. Supervisors will review the tentative leave schedule and establish a leave schedule by 28 February of each year. The supervisor will review the tentative leave schedule and resolve conflicts within 10 days after. In the event of a conflict in annual leave scheduling among employees, the senior employee based on length of Nonappropriated fund service will be given first choice in the absence of determinable personal hardship. Subsequent conflict will not be resolved in favor of the senior employee if it results in the same employee again receiving preferential treatment. Upon an employee's request, the supervisor may change the schedule providing it will not affect the choice of another employee unless such employee agrees to a change. When a supervisor finds it necessary

to cancel previously scheduled leave, the reasons will be provided to the affected employee as far in advance as practical of his anticipated annual leave. Every effort will be made by the Employer to ensure the employee will not forfeit leave. If, after written approval of annual leave, an Employer denies said leave and the employee has incurred expenses, the Employer will make restitution when the employee provides valid documentation that ensures expenses occurred after written approval date.

ARTICLE 16

SICK LEAVE

Section 1. Regular employees earn sick leave at a rate of 5% of total regular hours worked. The Union joins the Employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave so it will be available to them in case of extended illness.

Section 2. Sick leave, if accrued, shall be granted to employees when they are incapacitated from the performance of their duties provided that employees not reporting for work because of incapacitation for duty furnish notice to the supervisor, or the supervisor's designee, by telephone or other appropriate means as soon as possible prior to the start of the employee's shift but not later than two (2) hours after the start of the duty day except where unusual circumstances preclude such advance notification. When any absence due to illness extends from one workweek to another, the employee will notify his supervisor on the first workday of each bi-weekly period until his return to duty.

Section 3. Sick leave, if available, shall be granted to employees in accordance with applicable regulations when they are incapacitated from performance of their duties by sickness, injury, or pregnancy and confinement, for medical, dental, or optical examinations or treatment; or when exposed to contagious disease, as determined by certified health authorities, and the presence of the employee at his post of duty would jeopardize the health of co-workers. Requests of sick leave for medical, dental, or optical examination or treatment shall be submitted for approval in advance of the appointment. The request must contain information as to the time, place, and date of appointment.

Section 4. Sick leave of more than five consecutive workdays should be supported by a medical certificate. IAW AFMAN 34-310.

Section 5. In the event the Employer suspects abuse of sick leave privilege, the employee may be required to supply a certificate from a physician stating the reason for the absence. When such abuse is suspected, the Employer will notify the employee that a physician's certificate will be required for each future absence. This requirement shall be reviewed in three (3) month intervals to determine whether or not a physician's certificate will continue to be required.

Section 6. Employees who are incapacitated for duty because of serious illness or accident and have exhausted all sick leave balances shall be advanced sick leave NTE 30 days provided there is a reasonable expectation that the employee will return to duty and remain on duty for a period sufficient to liquidate the advance by subsequent accrual.

Section 7. When an employee is unable to perform the full range of his/her duties because of temporary medical incapacity but is not required to remain home, the Employer will make every reasonable effort to assign work to the employee within their medical restrictions. If meaningful limited duties cannot be assigned to the employee, the

employee may elect to take either annual leave or LWOP, if sick leave has been exhausted.

Section 8. All employees' sick leave requests will be considered as personal, need-to-know information. Official sick leave records will also be maintained in this respect.

ARTICLE 17

LEAVE WITHOUT PAY

Section 1. The Employer will determine the granting of LWOP upon consideration of workload requirements, justification for the request, and applicable laws and regulations.

Section 2. When given two (2) weeks notice in writing that an employee has been elected or appointed to serve as a delegate to a Union activity, the Employer will grant the employee up to one week of leave without pay for such purpose if the workload situation permits. An employee does not have to exhaust annual leave before requesting LWOP. A unit employee who requests leave of absence without pay to fulfill a paid position with the Union will be granted such leave of absence without pay, not to exceed one year for each application, pursuant to criteria set forth in Section 1 of this Article. However, not more than one employee from the bargaining unit may be on such an extended leave of absence without pay at any given time.

Section 3. Employees on leave without pay will be entitled to all appropriate rights and privileges as governed by appropriate regulations of higher authority.

ARTICLE 18

COURT LEAVE

Section 1. Court leave shall be granted in keeping with appropriate regulations of higher authority to an employee who is subpoenaed to act as a witness before a court on behalf of the United States Government or state or local government or who is summoned to perform

jury duty in any court of law. When an employee is called as such a witness or juror he/she

shall immediately notify his/her supervisor and submit a copy of the subpoena or summons.

Upon completion of service, the employee shall submit written evidence of the times he/she

served as a witness or juror.

Section 2. When an employee is excused as a juror or witness for any day or substantial portion of a day, and the place where the jury or witness duty is being performed is within reasonable proximity to the Employer's premises, the employee will be required to return to

duty or be charged annual leave or leave without pay for the period of his/her working day not spent as a juror or witness; a reasonable time for travel back to the Employer's premises

shall be permitted without charge to leave.

Section 3. All monies received for jury duty which are intended by state statute to be for expenses shall be kept by the employee.

ARTICLE 19

EXCUSED ABSENCES

Section 1. Excused absence is an administratively authorized absence from duty without loss of pay or charge to leave.

Section 2. Donating Blood. The Employer agrees that employees who serve as blood donors in Air Force sanctioned appeals for blood donors programs should be excused from work without charge to leave; the maximum excused time is 4 hours. Additional absence, not to exceed 1 day, is permissible in cases where the employee must travel an unusual distance or where unusual need of recuperation occurs. The absence is to be taken on the date that blood is donated and includes the time required to travel to and from the blood center and to actually give blood.

Section 3. Tardiness. Employees are expected to report for work on time and to be present for the prescribed tour of duty. Reasons for tardiness shall be reported promptly to the appropriate supervisor. Unavoidable absence of less than 1 hour, and brief periods of tardiness may be excused by the supervisor for adequate reasons. Infrequent instances of tardiness or lengthy periods of tardiness should be charged to annual leave, LWOP or absence without leave as appropriate, at the option of the employee.

Section 4. Employees may be granted other leave in accordance with governing rules and regulations. An employee returning to duty from approved leave without pay will be returned to the position that he or she is entitled to by applicable laws and regulations.

Section 5. If an employee is placed in approved LWOP status (except in the case of military furlough given for re-enlistment, induction, or recall to extended duty), the employing NAFI continues to pay the Employer's portion of the insurance premium as long as the employee portion is continued. Continuation of the employee's premium to the NAF AO is the employee's responsibility.

Section 6. The Employer recognizes that unit employees may be elected or appointed as a delegate to a Union function, which necessitates an absence from duty. In this regard, the Employer will authorize annual leave or leave without pay for such employees, whenever possible.

ARTICLE 20

JOB DESCRIPTIONS AND CLASSIFICATIONS

Section 1. The Union will encourage employees to periodically review their AF Form 1065/1702 Position Description and Position Guide, for the position they now occupy and to report changes in responsibilities and duties actually performed to their first level supervisor.

Section 2. Upon receipt of information outlined in Section 1 above, the first level supervisor will follow the procedures in AFMAN 34-310.

Section 3. The employee's right to full information concerning the basis for classification of his or her job shall not be abridged in any manner by any management official. The employee's right to take any lawful action in regard to position description/guide and/or classification without fear or restraint, prejudice or reprisal, shall be protected by the Employer.

Section 4. When a supervisor makes minor pen-and-ink changes in the official description of duties performed by the employee, he or she will notify the Human Resource Program Office and the employee within seven calendar days thereafter.

Section 5. The phrase "other duties as assigned" must be reasonably related to the position and qualifications of the individuals. Except in cases of operational necessity, supervisors will normally refrain from assigning incidental duties to employees which are inappropriate to their positions or abilities.

Section 6. An employee within the Unit who believes that his/her position is improperly classified may request the immediate supervisor review the classification. Such review will be made when the employee provides information to the supervisor that he/she believes the current job description to be significantly inaccurate. Questions of fact should be resolved between the employee and his/her supervisor. As appropriate, the supervisor may request the assistance of the Human Resources Program Office in explaining the basis for the current classification, or in evaluating proposed changes. After initial discussions, the employee may be accompanied by a Union representative in further discussion in an effort to resolve the problem.

Section 7. If the employee is not satisfied with the proposed resolution of the classification of the job, the employee may file a written complaint, through supervisory channels, to the attention of the Human Resources Officer. If desired, the employee may be assisted by the Union in preparing and presenting his/her complaint. Upon receipt of the written complaint, the Human Resources Officer will fully discuss the matter with the employee, his/her Union representative, if any, and the supervisor. If satisfactory resolution of the employee's complaint is not reached, the Employer will advise the affected employee of his/her right to appeal without restraint, prejudice or reprisal.

Section 8. Unit employees, when initially assigned to a position, and thereafter, upon request, will be furnished a copy of their current job duties and responsibilities.

Section 9. One copy of the job duties and responsibilities will be placed in the employee's personnel record, and one copy will be given to the employee.

Section 10. Should there be any changes in an employee's job duties and responsibilities due to reorganization or transfer to another job, the employee will be furnished a copy of the new duties and responsibilities.

ARTICLE 21

PROMOTION AND PLACEMENT

Section 1. All employees and applicants for employment shall receive fair and equitable treatment for advancement opportunities without regard to race, age, sex, color, religion, national origin, lawful political affiliation, physical handicap, or membership or non-membership in the Union.

Section 2. Regular vacant positions will have an announcement prepared and posted on official bulletin boards to alert candidates that a vacancy exists. The posting period will be for a minimum of seven (7) consecutive days. The Employer agrees to furnish the Union one (1) copy of each vacancy announcement at the time of the posting.

Section 3. The vacancy announcement of regular positions will contain the following:

Title, Grade, Wage Range, and Location,
Number of Guaranteed work hours,
Major duties,
Minimum qualification requirements,
Application instructions, and
Equal Employment Opportunity statement.

Section 4. Employee shall be promoted on the basis of their merit and fitness for the job. All applicants meeting minimum qualifications will be considered. Final selection will be based upon merit qualifications (factors to be considered include Job Knowledge, Work History/Experience, training and education) and qualification requirements shall not be established to fit a certain employee or applicant.

Section 5. Pre-selection of a promotion candidate, prior to the posting of a vacancy, is prohibited. The Employer agrees that no individual shall be selected or notified of selection until proper procedures have been followed.

Section 6. Bargaining unit applicants that are ineligible or not qualified shall be sent written notification prior to a referral list being forwarded to the selecting official. Employees non-selected for a position will be notified in writing on non-selection. Failure to be selected when proper promotion procedures are used is not a basis for formal complaint. However, at an employee's request, the appropriate management official will review and discuss steps that could be taken to prepare for future opportunities.

Section 7. Grievances concerning an employee's eligibility and/or qualifications may be initiated at Step 3 of the Negotiated Grievance Procedures within 15 calendar days of receipt of notification.

Section 8. Regular employees in the Unit, who have been downgraded through no request or fault of their own, and who are on salary retention, will be automatically promoted to the grade from which downgraded when a vacancy occurs, if qualified.

ARTICLE 22

DETAILS AND TEMPORARY PROMOTIONS

Section 1. A detail is a temporary assignment of an employee to a position other than his/her permanent position. A detail may be at an equal, higher, or lower grade level than the employee's personal grade not to exceed 60 consecutive days. Upon the completion of the detail, the employee returns to his/her permanent position.

Section 2. Details will be made for brief periods to meet the particular needs of the situation requiring the temporary service of an employee. Details will not be used in lieu of other appropriate personnel actions such as recruitment, promotion, or transfer.

Section 3. All employees will be fairly considered for details to a higher grade position or a position with known promotion potential.

Section 4. Selections of employees for detail assignments will be made on a fair and impartial basis. The Employer shall be responsible, in writing, for informing the employee of the detail assignment, reasons for the assignment, duties to be performed, estimated duration, and for establishing controls to insure that details are recorded and terminated in a timely manner.

Section 5. Non-competitive details will normally be made from among qualified employees within the activity concerned. This does not limit management's right to consider employees from outside the activity to obtain a qualified employee for the assignment.

Section 6. Any detail will be documented in the employee's official personnel folder. When making application for a promotion, an employee may present information relative to detail assignments if the employee believes such information has a bearing on his/her qualifications.

Section 7. Employees temporarily assigned to perform duties of a higher graded position will be temporarily promoted when the assignment exceeds sixty (60) consecutive days.

ARTICLE 23

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer agrees it shall not discriminate regarding employment or conditions of employment because of race, color, religion, sex, national origin, age, marital status, lawful political affiliation, or physical impairment in accordance with applicable laws and regulations.

Section 2. The Employer and the Union agree to cooperate in providing equal opportunity in employment for all persons and in promoting the full realization of equal employment opportunity through continuing programs of affirmative action.

Section 3. An employee who believes he/she had been discriminated against may pursue his/her dissatisfaction through EEO complaint procedures. An EEO complaint must be initiated with an EEO counselor within forty-five (45) calendar days of the discriminatory act or of the employee becoming aware of a discriminatory act. An employee may have a personal representative of his/her choice, as provided by regulation, in pursuing an EEO complaint.

Section 4. The Union will be authorized a representative on the Equal Employment Opportunity Advisory Committee. The Union representative will serve as a full participating member in all activities and deliberations of the Committee.

Section 5. The Union will assist the Employer and the Equal Employment Opportunity Office in affirmative actions designed to meet objectives in equal opportunity. Where problems concerning discrimination arise within the unit, the Union may assist in their resolution. Representatives of the local Union and the Equal Employment Opportunity Officer will meet as often as deemed necessary relative to equal employment matters. Requests for such meetings should include the subject matter to be discussed including the issues involved where appropriate.

ARTICLE 24

EMPLOYEE ASSISTANCE PROGRAM

Section 1. The Employer and the Union recognize the need to assist employees whose job performances are adversely affected by medical, behavioral, and emotional problems. The Union supports the Employer's Employee Counseling Services Program as a means for providing information, education, and other appropriate assistance or referral services for employee problems.

Section 2. The Employer and the Union jointly recognize the importance of prevention and rehabilitation aspects of alcohol and drug abuse problems. The Union supports the Alcohol and Drug Abuse Prevention and Control Program as a means to restore NAF employee alcohol and drug abusers to effective duty.

Section 3. An employee acknowledging an alcohol or drug abuse problem which affects job performance or conduct shall be given the opportunity to avail himself/herself of program resources and thirty (30) days to obtain assistance.

Section 4. Records created in relation to an employee's alcohol or drug problems will be regarded as confidential. Such official records will be made available on a strict need-to-know basis only.

Section 5. An employee may seek assistance and counseling on alcohol or drug problems without jeopardizing job or promotional opportunities.

Section 6. The following principles are agreed on:

Drug and alcohol abuse is a health problem which can be diagnosed by medical authorities only. Supervisors must be able to describe the employee's behavior to the counseling staff but should not attempt to diagnose or draw conclusions. Records of identification, diagnosis, prognosis or treatment are privileged information which may be disclosed only as outlined in Air Force and OPM directives. The Employer and the Union are concerned with an employee's use of alcohol only when it results in an employment-related problem or involves illegal activities and not with the employee's private decision to use alcoholic beverages when not on duty.

ARTICLE 25

HEALTH INSURANCE AND RETIREMENT

Section 1. All regular employees are eligible to participate in the health insurance plan.

Section 2. The cost for health insurance will be distributed in the following manner:

Employee - 40 percent

Employer - 60 percent

Section 3. All regular civilian employees are eligible to participate in the retirement plan.

ARTICLE 26

PERFORMANCE EVALUATION

Section 1. Each employee's performance will be evaluated fairly and objectively and accomplished in accordance with the Employer published policy. Performance shall be rated in accordance with Air Force regulations. Employees and Union will be provided a copy of their performance standards at the beginning of the rating cycle, if a change has been made.

Section 2. The Employer will discuss with the employee in private his/her performance evaluation prior to making it a part of the employee's record.

Section 3. Each employee will be provided a copy of his/her annual performance evaluation.

Section 4. The employee has a right to grieve his/her performance evaluation. Grievances will begin at Step 2 of the Grievance Procedure and will be filed within fifteen (15) calendar days of receiving a performance evaluation.

Section 5. The Employer will counsel employees in relation to their overall performance on an as-needed basis and when the employee's performance drops below a satisfactory level.

Section 6. Employees with less than 90 days of employment are not evaluated until at least 90 days is completed. If the employee's supervisor leaves within 90 days of the close-out period, he or she completes an informational evaluation prior to departure and supplies the incoming supervisor and employee a copy of the evaluation. If the employee's supervisor leaves prior to 90 days of the close-out period, the gaining supervisor completes an evaluation after 90 days supervision

Section 7. Within budgetary constraints, each employee, based on their performance, will receive an annual performance award which will be a lump sum amount of the following percentages of their base pay earned during the applicable year:

Satisfactory	0 percent
Very Good	1 - 2 percent
Outstanding	1.5 - 4 percent

ARTICLE 27

EMPLOYEE RECOGNITION

The Employer and Union recognize that employees at all levels make outstanding achievements and significant contributions to the NAF mission. The Employer and Union agree that it is a mutual benefit to recognize employees who make such achievements and contributions. Recognition will be accomplished in accordance with regulatory guidelines.

ARTICLE 28

SUGGESTION PROGRAM

Section 1. The parties agree to promote participation of employees in the NAF suggestion program.

Section 2. Suggestions should be submitted through appropriate supervisory channels to the NAF Awards Coordinator. The Employer will make suggestion forms available in each activity.

Section 3. Adoption or rejection of a suggestion will be completed, when possible not later than 60 days after the initiation of the suggestion. The employee will be advised in writing, of the adoption or rejection of the suggestion. Awards for suggestions will be in accordance with applicable regulations.

ARTICLE 29

CHARITABLE ACTIVITIES

The parties recognize the importance of employee participation in authorized charitable fund raising campaigns, savings programs, and other charitable and humanitarian activities. It is agreed that such participation shall always be voluntary and that the Employer and the Union shall refrain from exerting pressure upon employees to participate.

ARTICLE 30

HEALTH AND SAFETY

Section 1. The Employer will exert every reasonable effort to provide and maintain safe working conditions and industrial health protection for the employees, using applicable rules, regulations and directives. The Union will cooperate to achieve that end and will encourage all employees to work in a safe manner and to use prescribed protective equipment.

Section 2. Employees will be required to wear or use protective clothing and/or equipment necessary for the performance of assigned work; such equipment and clothing to be furnished by the Employer. Employees will be responsible for wearing , safeguarding and maintaining in a clean and proper condition, any such equipment or clothing issued to them.

Section 3. In the course of performing their regularly assigned work, employees and Union representatives will be alert to observe unsafe practices, equipment and conditions as well as environmental conditions in their immediate area which represent industrial health hazards. When apparently unsafe or unhealthy conditions are observed, employees or Union representatives shall report them to the supervisor. If the safety question is not settled, the supervisor shall refer the matter to the appropriate authority for resolution.

Section 4. The Union will encourage all employees to report all accidents immediately, as required by existing regulations. The Employer will comply with regulations concerning reporting of accidents and providing medical services to employees. Time spent in medical facilities by employees during working hours for emergency medical treatment as a result of occupational illness or injury shall not be charged to leave.

Section 5. The Employer will insure that at all times health standards will be maintained. All personnel will receive physical examinations in accordance with applicable regulations.

Section 6. No employee will be required to lift items or operate machinery or equipment which requires physical exertion beyond the limits specified in current applicable directives.

Section 7. Non-slip flooring shall be placed in hazardous areas.

Section 8. WORK AREA LIGHTING AND CLEANLINESS. The Employer shall maintain adequate lighting and cleanliness in work areas, break areas, rest rooms, and toilet facilities, and provide towels and soap. The Union shall encourage employees to maintain cleanliness.

Section 9. When hot/cold weather conditions appear to be such as to endanger the health of employees, supervisors will inform their operating officials in order that the effective temperature in affected buildings may be obtained. The operating official should request assistance for the Military Public Health Service of the USAF Hospital to determine the severity of the condition. The effective temperature is computed by a formula involving temperature, humidity and air flow, and is not necessarily the temperature recorded on the average thermometer. If the USAF Hospital finds that the effective temperature is detrimental to the health of the employees, every effort should be made to temporarily detail them to other locations not similarly affected. If this is not possible, employees may be excused by the 1 FW Commander, upon recommendation of the Director of Base Medical Services.

Section 10. The Employer will provide emergency treatment and transportation necessary to secure treatment in incidents of on-the-job injuries. The Employer, upon notice of an on-the-job injury, will ensure that the proper initial forms are submitted in a timely manner. The Employer will provide the employee with all proper forms in a timely manner.

Section 11. A unit employee who sustains an injury on the job normally will be sent to the base medical facility for examination and emergency treatment as appropriate.

ARTICLE 31

SPECIAL TOOLS AND UNIFORMS

Section 1. The Employer agrees to provide tools, clothing and equipment it determines necessary in the performance of duties at no cost to employees.

Section 2. When the wearing of uniforms/smocks is required, each employee shall be provided a minimum of three (3) uniforms/smocks. Housekeepers at Lodging who normally work five (5) days per week will receive a minimum of five (5) uniforms. The uniforms/smocks shall be replaced by the Employer on an as needed basis.

Section 3. Employees may be required, at the discretion of the Employer, to turn in all tools, clothing and equipment prior to out-processing.

Section 4. Items issued to employees are subject to personal accountability according to governing regulations.

Section 5. In accordance with applicable regulations, any tools, safety equipment and foul weather clothing necessary to safely and properly accomplish an employee's duties will be available at no expense to the employees.

ARTICLE 32

TECHNOLOGICAL DEVELOPMENTS

Section 1. The Employer and the Union recognize that technological developments frequently add to the efficiency and productivity of the Employer. The Employer agrees to make reasonable effort to minimize adverse effects resulting from the introduction of new equipment or processes.

Section 2. Consistent with manpower requirements, it shall be the responsibility of the Employer to determine the extent and types of additional training that may be required due to technological changes, to assure the continuing proficiency for employees in their assigned positions, to determine the number and types of employees to be trained and to provide the means and facilities to furnish such training.

ARTICLE 33

TRANSPORTATION

Section 1. The Employer will provide safe and adequate transportation for all employees who are required to use government vehicles. Adequate seating and safety equipment will be provided for employees required to ride in government vehicles.

Section 2. Employees will not be required to use private vehicles to conduct official business of the Employer.

ARTICLE 34

TRAINING AND EMPLOYEE DEVELOPMENT

Section 1. The Employer and the Union agree that training and development of employees within the unit is a continuing process and is one of the fundamental areas of importance in good personnel management.

Section 2. When positions requiring new techniques or abilities are established, the Employer will publicize job training opportunities in these areas and inform employees on how to apply for this training. The parties agree to stress to employees the need for self-improvement and training to increase efficiency and output.

Section 3. Supervisors should provide necessary on-the-job training to assist all employees.

Section 4. Each employee shall receive fair and equitable consideration to participate in training consistent with the needs of the Employer.

ARTICLE 35

USE OF FACILITIES

The Employer will provide a clean, adequate, and safe Union facilities on a space available basis, which will be accessible to employees covered by this contract. The Employer will continue to provide adequate facilities to the Union for the purpose of preparing for grievances , hearings and labor/management matters. This is understood to include for the Union officers and stewards to consult with aggrieved employees or for the Union officers to consult with the stewards as required on individual cases.

ARTICLE 36

ADVERSE WEATHER

Section 1. When the Employer determines that work must be curtailed due to adverse weather conditions, unit employees whose services can be spared will be excused IAW applicable rules and regulations.

Section 2. When work is curtailed during normal working hours due to adverse weather conditions, unit employees involved will be promptly notified.

Section 3. When work is curtailed prior to normal duty hours due to adverse weather conditions, local radio stations will be notified as promptly as practicable. Unit employees shall report for work unless announcement is made to the contrary.

Section 4. The Employer will inform the Union President of curtailment of operations due to adverse weather conditions that occur during working hours affecting unit employees.

Section 5. The Employer agrees that employees on approved annual or sick leave who were scheduled to return to duty on a day the Employer curtails or ceases operations due to adverse weather conditions will be placed on administrative leave IAW applicable rules and regulations. If the employee is mission essential, every reasonable effort will be made to report to duty or contact the immediate supervisor for further guidance. The Employer will provide the Union with a list of mission essential positions.

Section 6. If the employee is physical impaired and the mileage away from Langley AFB is deemed hazardous by the employee and his/her supervisor the employee will be placed on administrative leave.

ARTICLE 37

REDUCTION-IN-FORCE

BUSINESS BASED ACTIONS

Section 1. A Business Based Action (BBA) is a reduction in employment category or pay rate, a change to lower grade or pay band, a furlough of eight calendar days or more, or a separation action initiated by management for nondisciplinary reasons. A BBA is 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. Do not use BBA to address a performance or conduct deficiency, or to downgrade a position because of a change in classification standards, or correction of a misclassification. Employees are affected by BBAs only if so identified after an objective, fair and equitable ranking against other employees in the same employment category, occupation series, grade or pay band and in the same NAF activity (e.g., Officers' Club, Bowling Center, Enlisted Club, etc.)

Section 2. The Employer will notify the Union when it is determined that a BBA is necessary. Prior to the issuance of official notices to the employees involved in a BBA, the Employer will notify the Union of anticipated spaces abolished, the approximate date when personnel actions will be initially effected and reasons of the BBA. The Employer agrees to consult with the Union on the BBA and shall fully consider any suggestions made by the Union. The Union agrees not to divulge the contents of the plan until official notices have been issued by the Employer to the employees affected.

Section 3. It is agreed that the Union representatives may review the retention list of affected employees, and a copy will be provided upon request.

Section 4. Procedures: The HRPO performs the ranking process by using the average of the total scores on the last two performance evaluations completed on the employee and on file in the employee's OPF. Upon the signing of this contract, all employees will have the same initial presumptive rating of 3, after which the total score will be used in the ranking process. Additional points will be added for seniority as follows:

1-10 years of service, add one (1) additional points to the average performance score

11-19 years of service, add two (2) additional points to the average performance score

20 or more years of service, add three (3) additional points to the average performance score

If both performance and RIF Service Computation Date (SCD) are the same, the Entrance on Duty (EOD) Date would serve as the tie breaker. All other procedures are in accordance with applicable rules and regulations.

ARTICLE 38

DISCIPLINARY ACTIONS

Section 1. All Disciplinary actions will be taken for just cause and will be fairly and equitably administered. Disciplinary actions shall be supported by a preponderance of evidence. Disciplinary actions must be taken on a timely basis and in private.

Section 2. Disciplinary actions are defined as informal corrective actions, written reprimands, suspensions, separation for cause, and demotions. Informal discipline is defined as oral admonishments. The Employer will furnish each affected employee a copy of a memorandum for record when issued.

Section 3. When a determination is made that a reprimand is necessary, the reprimand will be processed in accordance with the appropriate regulatory guidance.

Section 4. If the Employer proposes a separation, the following procedures will apply:

- a. The Employer will provide regular employees a 30-calendar day advance (unless the crime provision is invoked), giving a description of the offense, in sufficient detail, to enable the employee to understand fully the violation infraction, conduct, or offense for which he/she is charged. Such specifics as time, place, dates and events should be included in support of the incident giving rise to the separation action. Notice of proposed separation will be specific enough to enable an employee to answer the notice and to review the material relied on to support the proposed action.
- b. The employee may reply to the notice proposed of separation both orally and in writing and furnish affidavits and other documentary evidence in support of his/her answer within 14 calendar days for regular employees (unless the crime provision is invoked) after receipt of the proposed notice. The Employer will give consideration to extending the right to reply period if the employee submits a timely written request stating valid reasons for desiring more time.
- c. A decision will be made within a reasonable period of time. The notice of decision will inform the employee of his/her grievance rights and the time limits for filing.

Section 5. If the Employer proposes a suspension; the following procedures will apply:

- a. The Employer will provide the employee a 15 calendar day advance notice citing enough specifics (see 4a above) to enable the employee to answer the notice and provide an opportunity to review the material relied on to support the proposed suspension.

- b. The employee may reply to the notice of proposed suspension both orally and in writing, and furnish affidavits and other evidence in support of his/her answer within 7 calendar days after receipt of the proposed notice. The Employer will give reasonable consideration to extending the right to reply period if the employee submits a timely written request stating valid reasons for desiring more time.
- c. A decision will be made within a reasonable period of time. The notice of decision will inform the employee of his/her grievance rights, right to a Union Representative and the time limits for filing.
- d. Disciplinary Actions will be removed from the Employee's folder after 2 years.

Section 6. A grievance resulting from a disciplinary action will be filed IAW negotiated grievance procedures.

Section 7. When an employee's performance drops to an unsatisfactory level, he/she will be notified in writing of his/her unsatisfactory performance, what action must be taken to improve his/her performance to a satisfactory level, and what assistance will be provided by the Employer to assist the employee to improve his/her performance. The employee will be given a reasonable amount of time, not less than 45 days, to improve. During this time, the supervisor will meet with the employee at least once a week to discuss the employee's performance. At the end of the notice period, the employee will be reevaluated. If the performance has not sufficiently improved and corrective action is necessary, the Employer will give the employee a written notice of the proposed corrective action. Such action will be given to the employee at least 30 days in advance of effecting the proposed action. Employees will be provided fifteen (15) working days in which to respond to the proposed actions orally and/or in writing. A grievance resulting from a performance based action will be filed at Step 2 of the Negotiated Grievance Procedures within fifteen (15) working days of the effective date of the action.

ARTICLE 39

GRIEVANCE PROCEDURES

Section 1. The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances. A grievance is defined as any complaint:

By any Unit employee concerning any matter relating to the employment of the employee or group of employees acting collectively;

By the Union concerning any matter relating to the employment of any Unit employee; or

By any Unit employee, the Union, or the Employer concerning:

The effect or interpretation or a claim of breach of this Agreement; or

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

Section 2. The Negotiated Grievance Procedures are the sole procedure available to employees in the bargaining unit for resolution of covered matters.

Section 3. The following matters are specifically excluded from consideration under the Negotiated Grievance Procedures:

- a. Any claimed violation relating to prohibited political activities.
- b. Retirement, life insurance, or health insurance.
- c. A suspension or removal for National Security reasons, any matter or decision related to an action taken under the provisions of AFI 31-501, Personnel Security Program Management.
- d. Any examination, certification or appointment.
- e. The classification of any position which does not result in the reduction in grade or pay of an employee.
- f. Non-selection for promotion from a group of properly ranked and certified candidates.
- g. Termination of any Unit employee during the probationary period.
- h. Equal Employment Opportunity Complaints.

- i. A Notice of Proposed Action.
- j. Termination of a temporary promotion, for reasons other than performance or conduct, or a limited term appointment.
- k. Any Management decision that creates the need for Reduction-In-Force/Business Based Action.
- l. Any matter relating to wage or salary schedules.

Section 4. Disputes over what is subject to the grievance procedures shall be referred to an arbitrator as a threshold issue in the related grievance. Grievability/arbitrarability issues must be raised in writing no later the seven (7) days after arbitration is invoked.

Section 5. Nothing in this Article precludes an employee or group of employees from presenting their own grievances and from having them adjusted, without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of the Agreement, and the Union has been given the opportunity to be represented at formal discussions of the grievance and be present at adjustment of the grievance. When a unit member uses these negotiated grievance procedures, he/she must represent himself/herself, or must be represented by a steward or other representative approved by the Union.

Section 6. To provide for the mutually satisfactory settlement of matters covered by the agreement, the following procedures will be followed:

Except as provided for in this agreement, grievances will be filed with the employee's immediate supervisor, through the HRPO, within fifteen (15) calendar days after the occurrence of the matter of which the grievance arose, or within fifteen (15) calendar days of the employee's first knowledge of the occurrence.

Step 1. Each grievance shall be taken up informally by the aggrieved employee(s), the Union representation, if requested by the employee, and the appropriate supervisor. The supervisor must give his/her answer to the grievance within fifteen (15) calendar days.

Step 2. If no satisfactory settlement is reached between the aggrieved employee(s), the Union representative, if requested by the employee, and the supervisor, the grievance shall be reduced to writing on an appropriate form provided by the Union stating the exact nature of the grievance, date incident occurred and remedy sought. It shall be submitted within seven (7) calendar days to the next level of supervision. Upon receipt of a second step grievance, the supervisor(s) concerned shall meet with the aggrieved employee(s) and Union representative within seven (7) calendar days after receiving the

written grievance. A written decision will be rendered within seven (7) calendar days after the meeting.

Step 3. If no satisfactory settlement is reached at the second step, the written grievance will be submitted within seven (7) calendar days to the HRPO for processing . Upon receipt of a third step grievance, the Services Squadron Commander, or their designated representative, shall arrange to meet within seven (7) calendar days with the aggrieved employees, and the appropriate representative (s) of the Union to discuss the grievance. After the meeting, the Services Squadron Commander, or his/her designated representative, may do one of the following:

- a. No later than fourteen (14) days after the meeting, issue a decision on the basis of existing information.
- b. Appoint an investigator in which case the investigator has fourteen (14) days following his/her appointment to complete an investigation and submit a report to the Services Squadron Commander, or his/her designee. The Services Commander, or his/her designee, has seven (7) days after the investigator's report to render, in writing, a Step 3 decision.

Section 7. All time limits may be extended by mutual agreement of the Union and the Employer. Failure of the Employer to observe the stated or extended time limits for any step in the grievance procedure shall entitle the Union or employee to advance the grievance to the next step. Failure of the Union or employee to observe the stated or extended time limits shall constitute withdrawal of the grievance. The aggrieved (employee or Union) may withdraw the grievance at any time.

Section 8. If the Employer or the Union submit a grievance, the grievance must be filed within fifteen (15) calendar days of the incident or within fifteen (15) calendar days from the awareness of a grievance. In the case of an Employer-initiated grievance, the Union President will receive the grievance. In the case of a Union-initiated grievance, the Human Resources Officer shall receive the grievance and forward to the Services Commander.

Section 9. Any grievance not resolved under the terms of this Article may be referred to arbitration by either the Union or the Employer in keeping with the provisions of Article 41, Arbitration.

ARTICLE 40

ARBITRATION

Section 1. In the event a grievance processed through the negotiated grievance procedures is not satisfactorily settled, the matter may be submitted to arbitration. Arbitration will only be invoked by the Employer or the Union. Arbitration must be invoked within fifteen (15) calendar days of receipt of a final decision.

Section 2. Within five (5) workdays from the date of the request for arbitration, the parties shall separately or jointly request the Federal Mediation and Conciliation Service (FMCS) to provide a list of impartial persons qualified to act as arbitrators. The parties shall meet within seven (7) workdays after receipt of the list of arbitrators unless delay is mutually agreed upon. The Union and Employer will each strike one name from the list and shall then repeat the procedure. The remaining name shall be the duly selected arbitrator. A flip of the coin will decide which party strikes first.

Section 3. The fee and expense, if any, of the arbitrator shall be borne 50/50 by the parties. The arbitration hearing will be held, if practicable, on the Employer's premises during the regular day shift hours for the basic workweek. All participants in the hearing shall be in a duty status.

Section 4. The arbitrator will be requested by the parties to render his decision as quickly as possible but in any event no later than thirty (30) calendar days from the conclusion of the hearings unless the parties otherwise agree.

Section 5. Either the Union or the Employer may file exceptions to an arbitrator's award in accordance with law and regulation.

ARTICLE 41

BULLETIN BOARDS AND PUBLICITY

The Union shall be allowed a total of 25% of the space on the Employer's existing and future Bulletin Boards in areas where there are Unit employees. The Union will identify the allocated space on each such Bulletin board in four-inch blue letters as "NAGE" where the work area has three or more unit employees and there is no bulletin board, the Union will be allowed to display an informational board. All Union material which is posted, distributed, or submitted for publication on the Employer's premises will have the prior approval of the Union President; all costs of distribution and posting shall be borne by the Union. The Union shall be responsible for the content of all such material and shall assure that it does not violate any law or regulation, the security of the Employer's premises, or contain libelous or abusive language.

ARTICLE 42

UNION FACILITIES

The Employer agrees to provide office space on a space-available basis for the Union to utilize. The space will not be for the exclusive use of the Union and will be used concurrently by the Union and the Employer. Access to a phone with outside line, computer/typewriter will be provided by Management. In addition, a desk with a chair and a file cabinet will be furnished. The Union agrees in writing to accept responsibility for any damage as a result of their negligence. The union shall be responsible for keeping the space reasonably in the same condition as when first occupied.

ARTICLE 43

CONTRACTUAL WORK

Section 1. It shall be the policy of the Employer to openly and fully advise the Union regarding any locally proposed contracting out of new or revised functions, with the exception of individual service contracts and concessionaires.

Section 2. The Employer agrees to take all practicable actions to minimize the impact on employees when a function is contracted. Affected employees will be reassigned and/or retained when practicable.

Section 3. If the affected employee can not be reassigned or retained the contractor must give the employee the right to first refusal for employment if they are otherwise qualified and IAW the contractor's requirements. The affected employee, if pick-up by contractor, will have the right to keep their medical insurance, Group Life, Accidental Death and Dismemberment Insurance, IAW applicable rules and regulations.

ARTICLE 44

WAGES AND WAGE SURVEYS

Section 1. The Employer will implement classification and wage administration practices which comply with DoD, Air Force and OPM policies or law as applicable and in accordance with this Agreement.

Section 2. The employer agrees to release Union representatives, subject to mission requirements, on official time to participate in official DoD Wage Fixing Authority functions. When a conflict occurs, the Union may select an alternate representative.

Section 3. Pay Adjustment - DoD Wage Fixing Authority:

a. The Department of Defense Wage Fixing Authority is responsible for developing and issuing NAF pay schedules.

b. All employees will be given the pay increase reflected on the appropriate pay schedule released by the DoD Wage Fixing Authority for the wage area.

Section 4. Craft and Trade (NA and NL) employees will have their “step increase” granted in compliance with the Federal Personnel Manual Supplement 532-2.

Section 5. Employees are entitled to a shift differential in addition to their hourly rate as follows:

a. Amounting to 7 1/2 percent of the hourly rate for regularly scheduled non-overtime work, the majority of the hours of which occur between 1500 and 2400 hours and

b. Amounting to 10 percent of the hourly rate for regularly schedule non-overtime work, the majority of the hours of which occur between 2300 and 0800.

c. A majority of hours for purposes of this section are a number of whole hours greater than one-half of the regularly scheduled (non-overtime) shift, to include meal breaks of 1 hour or less.

d. Regular employees are entitled to Sunday premium.

e. An employee who performs work during a regularly scheduled tour of duty of hours or less, which is not overtime, and the work is performed on Sunday, is entitled to receive his/her basic pay, plus premium pay at a rate equal to 25% of his/her basic rate of pay.

Section 6. Pay setting procedures for Universal Annual (UA), Administrative Support (AS), and Patron Support (PS) NAF employees is as follows:

- a. New appointment - IAW 5 CFR 532.403
- b. Promotion - IAW 5 CFR 532.407
- b. Within-Grade-Increases - IAW 5 CFR 532.417 and Title V Ch. 5335 and Ch. 5343
- d. Change to Lower Grade - IAW 5 CFR 536.104 through 536.105 and 536.205 through 536.209
- e. Pay will be based on current DoD Wage Fixing Schedules

Section 7. Tipped employees shall receive in excess of their basic pay minus applicable tips received for services rendered by that individual employee. The offset for tips will be in accordance with the Fair Labor Standards Act.

Section 8. Employees who change positions, are promoted, or transfer to positions in other activities will have their pay set in accordance with DoD and Air Force rules and regulations. Employees who are involuntarily moved, other than for cause, from one NAF activity to another, will have their pay set using the existing rate, and will in no case be decreased.

Section 9. Checks shall be delivered from the office in an envelope addressed to the employee if not provided by the supervisor or timekeeper.

ARTICLE 45

PAYROLL WITHHOLDING OF UNION DUES

Section 1. An employee who is a member in good standing of the Union may voluntarily authorize an allotment from his/her pay to cover regular dues for such membership provided that all the following requirements are met:

- a. The employee receives an amount of pay, sufficient after deductions, to cover the full amount of the allotment;
- b. The employee has voluntarily completed a request for such allotment of his/her pay; and
- c. The employee is included in the unit for which exclusive recognition has been granted.

Section 2. The Union agrees to provide to its members in good standing the prescribed authorization form, SF 1187, “ Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues, and to receive completed forms from members who want to request an allotment. The President or Exec Secretary of the Union is designated to receive completed forms, to enter the current amount of regular dues to be deducted for the member each pay period, and to determine whether the member is in good standing in the Union. He/she will then complete the required request for certification and submit the forms to the NAF Payroll Office through the HRPO.

Section 3. The Employer agrees that an allotment authorization may be submitted to the NAF Payroll Office at any time. Allotments will become effective at the beginning of the first pay period after receipt by the NAF Payroll Office.

Section 4. The NAF Payroll Office will withhold the amount of regular dues set by the Union from the pay of each employee for whom it has a properly executed current allotment authorization. If the amount of regular dues is changed, the Union will notify the NAF Payroll Office in writing of the changes. Only one (1) such change will be made in any period of 12 consecutive months.

Section 5. The NAF Payroll Office will terminate an allotment:

- a. At the end of the pay period following notification of loss of exclusive recognition by the Union.
- b. At the end of the pay period, or during which, an employee separates from the Employer or moves to a position not included within the unit of recognition.
- c. At the first complete pay period after written notification is received from the Union that an employee is no longer a member in good standing in the Union.
- d. Upon receipt of a properly completed SF 1188, “Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Labor Organization Dues, “ at the beginning of the first pay period one (1) calendar year after the employee’s dues

have been withheld, or if the allotment is not revoked at the end of the first year it has been in effect, any subsequent revocation will be effective on the first pay period beginning on or after September 1 provided the revocation is received in the NAF Payroll Office prior to 31 Aug from the Union. Revocations shall be received only during the month prior to there revocation period.

Section 6. A supply of SF 1188s will be maintained in the Union Office. An employee may request one of these forms personally or in writing from the Union Office. These forms will not be stocked except in the Union Office. It is the employee's responsibility to see that the form for revocation is received in the Union Office.

Section 7. Remitting the amounts withheld. Upon disbursement of each pay period, the NAF Payroll Office will certify for payment the net amount withheld. The check will be made out and sent to: Comptroller, Fiscal Office, Nation Association of Government Employees, 159 Burgin Parkway, Quincy, Massachusetts 02169. The check will be accompanied by a list of the employee members designated by their Union local number, who have current allotment authorizations on file; the amount withheld from each person's pay; a statement showing the total amounts withheld; and the net balance remitted. Also identified will be those employees whose pay was not sufficient to cover the full amount of the deductions and those whose allotments are being terminated at the beginning of the next pay period. A copy of this listing will also be mailed to Local R4-26 P.O. Box 65936, Langley AFB, VA 23665-0936.

ARTICLE 46

PUBLICATION AND DISTRIBUTION OF AGREEMENT

Section 1. The Employer shall provide sufficient copies for initial distribution of this memorandum of agreement so that each member of the bargaining unit may receive a copy. The Employer will insure that the Union receives a copy for each new bargaining unit employee thereafter.

Section 2. The Union will be responsible for distribution of this agreement.

Section 3. The memorandum of agreement will be made available by the Union to new bargaining unit employees at the time of their orientation.

ARTICLE 47

FAMILY AND MEDICAL LEAVE

Section 1. In accordance with the Family and Medical Leave Act (FMLA) of 1993, up to 12 weeks of Leave Without Pay (LWOP) must be granted requesting employees that have been employed for at least 12 months for one or more of the following reasons:

- For the birth of the employee's child or to care for the child after birth; for placement, adoption for foster care;

- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or

- For a serious health condition that makes the employee unable to perform his/her job.

Section 2. An employee may elect to substitute accrued paid leave for unpaid leave.

Section 3. Employees must provide 30 days advance notice, or as much as practical, when the leave is "foreseeable."

Section 4. The Employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions, (at Employer expense).

Section 5. Job benefits and protection:

- a. For the duration of FMLA leave, the agency must continue paying the Employer's share of the group health plan. Likewise, the employees are responsible for continuing to pay their portion group health plan on a continuing basis.
- b. Upon return from FMLA leave, employees must be restored to their original or equivalent position with equivalent pay, benefits, and other employment terms.
- c. The use of FMLA leave cannot result in the loss of any employment benefit which accrued prior to the start of an employee's leave.

Section 6. Employees who believe management has not fully complied with this law may file a grievance under the administrative grievance procedures or file a grievance under the negotiated grievance procedures, as appropriate.

ARTICLE 48

ENVIRONMENTAL DIFFERENTIAL PAY

It will be the policy of the Employer to eliminate or reduce, whenever possible, all hazards, physical hardships, and working conditions of an unusually severe nature. In those cases where corrective action does not practically eliminate the unusual severity of the hazards, physical hardship, and working conditions, the Employer will ensure that employees exposed to these conditions are properly compensated in keeping with appropriate regulation of higher authority and this agreement.

ARTICLE 49

UNFAIR LABOR PRACTICES

Section 1. The Employer and the Union agree that the resolution of complaints that arise under 5 USC 7116, Unfair Labor Practices (ULP) should be handled informally and between the parties. In an effort to resolve such issues, it is agreed that the informal resolution period shall consist of, at a minimum, 30 calendar days.

Section 2. If no informal resolution is reached during that time, the ULP may be forwarded to the Federal Labor Relations Authority (FLRA) in accordance with applicable law and regulations. It is recognized, however, that all time limitations prescribed in FLRA regulations concerning the filing of ULPs apply and are not otherwise affected by the informal resolution period.

Section 3. All informal complaints will be filed, in writing, to either the Employer, Attn: Human Resources Officer, the President to NAGE, Local R4-26 or the National Union Representative concerned.

Section 4. Allegations of Unfair Labor Practices. An allegation of an unfair labor practice made in connection with a grievance that could have also been processed through a statutory appeals procedure may be raised either under the unfair labor practice procedure or the negotiated grievance procedure, but not under both procedures. However, the decision on the grievance may not be construed as an unfair labor practice decision under PL 95-454. If an allegation of an unfair labor practice has already been filed with the Federal Labor Relations Authority, a grievance in connection with the allegation may not be processed under this Article. The filing of a grievance will preclude the filing, either concurrently or subsequently, of an unfair labor practice arising from the same matter.

ARTICLE 50

COMMITTEES

The Union may nominate a representative to any committee affecting unit employees, e. g., Equal Employment Opportunity Committee, Drives for Blood, Bonds and Charitable Cause, and Drug and Alcohol Abuse Control Program Committee, except those which are involved in performing any of management's rights as identified in Article 4 of this agreement.

ARTICLE 51

UNION RECOGNITION

Section 1. The Employer will provide the Union President, or his designee, a copy of the Department of Air Force NAF Civilian Personnel Regulations and proposed changes thereto.

Section 2. The Employer recognizes the Union as the exclusive bargaining representative for:

Included: All non-supervisory regular full-time and regular part-time Non-appropriated Fund employees serviced by the Langley AFB Central Civilian Personnel Office, including off-duty military occupying these positions.

Excluded: Temporary full-time temporary part-time employees, variable schedule; non-appropriate fund employees of the Army and Air Force Exchange and Motion Picture Service, employees engaged in Federal personnel work in other than a purely clerical capacity; professionals, management officials, and supervisors and guards as defined in Section 7103 of Title VII, Public Law 95-454.

Section 3. The parties acknowledge that the NAF program administration has been realigned to the Human Resource Program Office.

ARTICLE 52

DURATION AND CHANGES

Section 1. This Agreement shall remain in full force and effect for a period of three years from the date of its approval by DOD or from the 31st day after execution, whichever is sooner. This Agreement will automatically be renewed for three (3) year periods thereafter unless written notice of a desire to negotiate the Agreement is served by either party between the 105th and 60th day prior to expiration of the contract.

Section 2. This Agreement is subject to reopening:

- a. By mutual consent of the parties concerned; or
- b. When new or revised laws or regulations of appropriate authority require changes to provision of the Agreement.

Section 3. When the renegotiation of this agreement is pending or in process, and the parties are unable to complete such renegotiation by the termination date of the Agreement, the terms, and conditions of this agreement shall continue in effect until a new agreement is effected.

In witness whereof, the parties have entered into this AGREEMENT on the _____ day of _____.

For the Employer:

For the Union: