



DEPARTMENT OF DEFENSE
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FEB 2013 1 't

MEMORANDUM FOR THE COMMANDER, NELLIS AIR FORCE BASE,
ATTN: MR. DARREL KELLY, HUMAN RESOURCES SPECIALIST,
99TH FSS/FSMC, CIVILIAN PERSONNEL SECTION, 4475 ENGLAND
AVENUE, BUILDING 20, SUITE 137, NELLIS AIR FORCE BASE,
LAS VEGAS, NEVADA 89191

SUBJECT: Collective Bargaining Agreement between Nellis Air Force Base and the American Federation of Government Employees, Local 1199 (Non- Appropriated Fund Unit)

The subject agreement, executed on January 16, 2013, was reviewed pursuant to 5 U.S.C. §7114(c), and is hereby approved. The approval of this agreement does not constitute a waiver of or exception to any existing law, rule, regulation , or published policy.

This action is taken under authority delegated by DoD 1400.25-M, Civilian Personnel Manual, Subchapter 711, Labor Management Relations. Please annotate the collective bargaining agreement to include the following sentence:

"Approved by the Department of Defense on _ FEB 14 2013 _"

Please forward a signed copy of the approved agreement, along with one (I) copy of OPM Form 913B, as follows:

- a. One (1) electronic copy identified as the "Final Approved Agreement" emailed to the Defense Civilian Personnel Advisory Service (DCPAS), Labor and Employee Relations Division (LERD) at: [labor.relations\(w.cpms.osd.mii\)](mailto:labor.relations(w.cpms.osd.mii)@dod.mil). An electronic version of OPM Form 913B is available at: http://www.opm.gov/forms/pdf_fill/OPM913.pdf
- b. One electronic copy emailed to Ms. Heidi Liebel, Department of the Air Force, at: heidi.liebel@pentagon.af.mil.

A copy of this memorandum was served via regular mail on the union on
FEB 14 2013 .

Collective Bargaining Agreement

between

99th Air Base Wing, Nellis AFB
Non-Appropriated Fund Instrumentality

and

American Federation of Government Employees
Local 1199



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PREAMBLE

Section 1. This Agreement is made and entered into by and between the 99th Air Base Wing (Nellis Air Force Base) (the Employer) or any successor and the American Federation of Government Employees (the Union) and collectively known as (the Parties).

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

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

ARTICLE 1

RECOGNITION AND UNIT DETERMINATION

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

Section 2. The Exclusive Unit covered by this Agreement as certified in SF-RP-09-0042 is:

INCLUDED:

All nonappropriated fund employees of Nellis Air Force Base, Nevada.

EXCLUDED:

Professional employees; appropriated fund employees; management officials; supervisors; and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

ARTICLE 2

PURPOSE

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

- a. to promote fair and reasonable working conditions;
- b. to promote high-morale and responsibility in the 99th FSS;
- c. to promptly address and resolve all differences arising between the Parties related to matters covered by this CBA; and
- d. to promote cooperation between the Employer and its employees.

ARTICLE 3 BULLETIN BOARDS

The Employer will establish space for bulletin boards of normally 24x36 inches to be used and controlled exclusively by the Union. Any size other than 24x36 will be coordinated between the NAF LRO/HRO and the Union. Space may be offered by the Employer on current bulletin boards. Where 24x36 inches of space is not available on the Employer's current bulletin boards, bulletin boards may be purchased and provided by the Union. Bulletin boards purchased by the Union should be similar in appearance to the Employer's official bulletin boards. In coordination with the LRO/HRO, and at its own expense, the Union may provide locking bulletin boards as it deems necessary. Union bulletin boards will normally be located near employee punch clocks or employee break rooms; where this is not practical, the NAF LRO/HRO and Union will coordinate an alternative location. The materials posted on Union bulletin boards will be maintained by the Union and must not violate any law or be contrary to applicable provisions of this agreement, security requirements or contain any derogatory material. Nothing will be posted on or removed from the Union bulletin boards except by authorization of the Local Union President.

ARTICLE 4

RIGHTS OF THE EMPLOYER

Section 1. In the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies that apply to NAF employees set forth in OPM's Operating Manuals and the Code of Federal Regulations; by published Air Force or DoD rules and regulations in existence at the time this Agreement was approved; and by subsequently published policies provided they do not conflict with the expressed terms of this agreement, unless such changes are required by law or the Code of Federal Regulations.

Section 2. It is understood and agreed that management retains the right:

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

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

ARTICLE 5

UNION REPRESENTATION/OFFICIAL TIME

Section 1. Responsibilities

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

- b. The employer agrees to provide official time to Union officials, representatives, and stewards in accordance with the Statute and this agreement, as appropriate.
- c. It is agreed that servicing assignments of stewards will be determined by the Union, and the total number of stewards will not exceed 1 steward per 75 bargaining unit employees so bargaining unit employees will have reasonable access to a steward. A listing of Union Officers and stewards will be posted on the NAF employee official bulletin boards by the NAFHRO.
- d. The Employer agrees that duly authorized officials, representative, and stewards who are NAF employees in the unit may engage in representational activities as specified in Section 3 of this Article on duty time if they are otherwise in a duty status and make proper arrangements for the particular activity in accordance with Section 4 of this Article. The Employer and the Union agree the use of official time should be limited to the amount reasonable and necessary for representation.

Section 2. Points of Contact and Representatives

- a. The steward(s) within an organization should serve as the initial point of contact, but the Union ultimately determines who will be the representative. All officers of the Union may function as stewards by virtue of their office. The Employer agrees that only the Local Union President or his/her designee may bind the Union to any NAF Labor-Management agreement.
- b. The employee's representative will be designated in writing on a Letter of Consent and Designation of Representative form, which will be signed by the employee, his/her representative, and the Union President.
- c. There shall be no interference, coercion, discrimination, or reprisal against any employee in the exercise of his/her rights in accordance with the Statute.

Section 3. Official Time

- a. It is understood that NAF Union Officials/Stewards are authorized official time for activities authorized by the Statute and as specified in this Agreement, such as:
 - 1. To represent the Union in formal discussions with Management involving personnel policies, practices, or working conditions.
 - 2. To assist Bargaining Unit Employees in preparing responses to proposed disciplinary actions.
 - 3. To prepare to represent Bargaining Unit Employees or the Union at Arbitration hearings.
 - 4. To serve as an observer of hearings or other formal proceedings for training purposes, Provided such observance is coordinated with the HRO/LRO prior to such proceeding. Such training will be in accordance with the Article and section that speaks to training for Union representatives.
 - 5. To represent the Union on NAF DoD wage survey teams.

6. For mediation under the negotiated grievance procedure.
 7. When called to appear as a witness at any step of a grievance or at an arbitration hearing.
 8. To assist a Bargaining Unit Employee or act for the employee in preparing and processing a grievance or appeal.
 9. To represent Bargaining Unit Employees in appeals hearings.
 10. To prepare for and attend meetings scheduled or authorized by management.
 11. To participate in informal discussions with management for the resolution of unfair labor practice (ULP) charges.
 12. To prepare responses to management-initiated correspondence
 13. To discuss and review potential grievances with Bargaining Unit Employees, the NAF LRO/HRO, supervisors, and or managers.
 14. To participate in labor-management committee activities.
 15. To accomplish other purposes as mutually agreed by the Union and NAF LRO/HRO.
 16. To allow travel time as required in accomplishing any of the above.
- b. Requests for official time will be requested on the negotiated official time request form. The Union representative and employee will be provided a copy of the form when it is completed.
- c. Official duty time is not authorized for the following activities:
1. Solicitation of membership or dues and other internal Union business.
 2. Meetings not authorized by this agreement or otherwise approved or arranged by Management.
- d. Official time will not be granted to NAF Union official, steward, and or representatives to perform any representational functions for Appropriated Fund employees.

Section 4. Official Time Release Procedures

- a. When a NAF Union representative needs to leave his/her assigned workstation to conduct authorized labor-management business, that representative will first request and obtain the permission of their immediate supervisor or designee. A Union official, representative, or steward who is a NAF employee will request, as a general rule, approval of official time at least 24 hours in advance. When requesting release, the Union representative will provide his/her immediate supervisor with sufficient information to understand the complexity of issues for which official time is requested. This will include the nature of the function to be performed, the location, and the estimated duration of the meeting. Supervisors will respect the confidential nature of this information. Upon return to the work area, the Union representative will advise the supervisor of his or her return. Time required for this purpose should not exceed more than 2 hours of the representative's work day. The supervisor will ensure official time is documented on the individual's time sheet. In the event of disagreement concerning the amount of official time to be granted, the matter will be submitted to the NAF LRO/HRO for resolution.

b. The Union recognizes that there may be times when the absence of a Union official from his/her workstation will cause a substantial disruption at his/her work station. When this occurs, requested time off release may be denied and the Union official's supervisor will, at the time of denial, schedule an alternate release time for the use of official time; as a general rule within 24 hours. When reasonable timely requests for official time have been denied, timeliness may not be the sole reason to dismiss any complaint.

c. The Employer agrees to approve official time for NAF Union officers and stewards to attend Union-sponsored training that will be of mutual benefit to the Employer and the Union as determined by the NAF LRO/HRO and subject to mission requirements. This official duty time for training will be limited to a total of 350 hours during a 12-month period for all NAF Union officials combined. A 12-month period is understood to mean the period beginning 1 January of each year and ending on 31 December of each year. For authorizing and scheduling purposes, the Union will submit a written request normally at least 21 calendar days in advance of the proposed release date to the NAF LRO/HRO. The written request will include the names of the Union officials and sufficient information concerning the content and schedule of the training session to allow time to determine whether official time is warranted.

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

e. Management agrees to provide facilities for "Lunch and Learn" meetings at a Location(s) that will provide access to unit employees during their unpaid status (i.e. lunch period, authorized breaks, annual leave etc.). Detailed arrangements of the Lunch and Learns will be agreed to by the NAF LRO/HRO (or their designee) and the Union on a case-by-case basis.

f. NAF Union officers/stewards may receive telephone calls, facsimile messages, and electronic mail at their respective work areas concerning official Employer/Union-related matters. Supervisors may approve a designated location within the activity for Union representative and employee consultations in order to minimize absence from the duty locations. All of these contacts will be of short duration; otherwise, the NAF Union representative will follow the procedures of this article for release on official time.

g. The Union agrees to notify the employer, normally the LRO/HRO, in advance of visits by national officers or representatives of the Union for the purpose of conducting Union-Management business. The LRO/HRO will make an appointment for the national representatives with the appropriate management officials when necessary.

ARTICLE 6

EMPLOYER/UNION COOPERATION

Section 1. Twice each year, in the month of May and in the month of November, the Employer will furnish the Union a complete list of computerized data showing all bargaining unit employees, names, job classifications, grades, titles, series, and office symbols.

Section 2. The Employer will furnish the Union, within seven (7) calendar days of the beginning of

each month, a list of names, job classification, grade, series office symbol of all bargaining unit employees appointed and separated during the previous month, to include personnel actions that cause a change to an employee's bargaining unit status.

ARTICLE 7

RIGHTS of EMPLOYEES

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

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

ARTICLE 8

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

ARTICLE 9

NEPOTISM

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

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

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

ARTICLE 10

GENERAL WORKING CONDITIONS

Section 1. Seniority

a. Seniority is based on the uninterrupted time an employee is employed by the Nellis AFB NAFI as identified by the "date assigned current agency" data field recorded in the Business Object Data Base.

b. When the seniority date is the same, a regular category employee is considered more senior than a flexible category employee. To break a tie in seniority between regular employees the service computation date will be the second consideration. To break a tie in seniority between flexible employees the appointment date of record will be the second consideration. The third consideration for breaking ties between similar employees is to use the last two digits of social security number, lowest combination being most senior. The flipping of a coin will be the final determining factor for breaking ties.

c. Seniority shall apply to "Give Parents a Break" at the Child Development Center. Management should establish a sign up list of qualified volunteers who wish to work those shifts if the number of volunteers is not sufficient to fill the needs of the service the least senior qualified employees will be mandated to work those shifts.

Section 2. Cash Drawers

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

Section 3. Vehicle Operation

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

Section 4. Tools and Equipment

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

Section 5. Uniforms.

a. Employees will adhere to reasonable standards for dress and grooming appropriate to the work environment and type of position held. Personal displeasure of supervisors and managers for style and modes of dress or grooming that may or may not be currently in style is not adequate criterion for determining appropriate dress or appearance. Any prohibition on dress and appearance must be based on a clear showing that it addresses an unsafe, unhealthy, non-productive or disruptive work environment (i.e. offensive prints, offensive words).

b. Where employees are required to wear a specific uniform item, those items will be provided by the Employer and in good repair. Employees who are required to wear a uniform will be issued at least three (3) of each required uniform item. Management may increase this number as it feels necessary and/or will consider issuing additional items upon request of an employee. For flexible employees, management may issue less than 3 uniforms as it deems necessary. The Employer will issue replacement uniform items when they become unserviceable due to normal wear and tear. Employees may be required to replace uniform items, at their own expense, which are lost, or damaged by activity that is outside of normal wear and tear associated with the performance of their duties. Uniform items will be returned to the Employer when worn out, the employee transfers to another activity, or their employment ends for any reason. Other non-specific clothing items that are not issued by the Employer, but associated with the uniform, may be required (i.e. slacks, socks, shoes). These are items that would complement the uniform in general such as color and/or style (e.g. athletic or dress etc.) but have no specific criteria beyond that regard and are the responsibility of the employee.

c. If the Employer requires the employee to have their uniforms dry cleaned, tailored or the

uniform requires special attention for cleaning or repair, the Employer will incur the expense. Other costs associated with the Employer's Uniform requirements, such as name or insignia patches, will also be supplied by and or paid for by the Employer. Uniform color and design will require the Employer to provide notice to the Union and upon demand to bargain with the Union to extent required by law.

Section 6. Break Areas.

The Employer will make a good faith effort to provide break room/areas for employees where space and facilities are available. It is understood that Union officials have ready access to employee break rooms/areas. Union officials not assigned to that facility will notify management when entering the facility. When a break room is to be used by the Union for an event, the Union will provide the specifics of the event as much in advance as possible, normally within 14 calendar days. Normally, such use will not exclude other employees from ordinary use of the break room. If access to a break room must be denied, management will try to provide a reasonable alternative and bargain with the Union over the proposed alternatives if necessary.

Section 7. Discount Meals.

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

Section 8. Work Environment

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

Section 9. Employee Assistance Services (EAS)

- a. The Parties agree and recognize that some employees in the work place may experience situations in their personal lives such as divorce, death or financial problems which impact their ability to perform their duties in an acceptable manner. The Parties further recognize that some employees may suffer from treatable illnesses and disorders that occur as a result of alcohol, drug and substance abuse. Therefore, the Employer and the Union will work together to encourage troubled employees whose performance and conduct are adversely affected to seek counseling

assistance or medical treatment.

b. The Employer agrees to make established EAS available to all employees at no cost and will provide the Union with a list of services that are available and bargain with the Union where required over any changes to those services provided. These services will be provided through staff who are functional professionals who will assist employees in addressing problems that have, or could have, an adverse effect on their job performance, reliability, health or welfare.

c. The Parties will encourage employees to seek employee assistance and recognize that EAS can be important in preventing and intervening in workplace violence incidents; delivering critical incident stress debriefings; and providing assistance to management and employees during Employer restructuring or other major organizational transitions or developments.

d. The EAS services provided by the Employer may include confidential, free, short-term counseling to identify and assess problem(s) and help employees in problem solving. Referrals to a community service or other professional resource that provides treatment and/or rehabilitation may be appropriate.

e. Supervisors may offer the availability of the EAS to employees who express personal concerns over matters that may have adversely affected an employee's performance and conduct; however, supervisors will not attempt to diagnose employee problems; e.g., alcohol or drug abuse, depression, etc.

f. A comprehensive list of EAS and contact information, for which Nellis AFB Bargaining Unit Employees may be eligible, is available to employees and the Union upon request. For general EAS information and referrals, employees and/or the Union may contact the Airman and Family Readiness Center.

g. Participation and Employee Responsibility

1. Although the existence and functions of the EAS are available to employees, no employee will be required to participate or be penalized for declining referral to the program, unless directed by a management official in the case of suspected substance abuse or potential threat to self or others.

2. Employees must make arrangements for EAS appointments outside of duty hours or request leave in accordance with the Annual Leave and Sick Leave Articles of this Agreement for appointments during duty hours. If directed, employees will go to EAS appointments during duty time.

h. Access to Employee Assistance Service Information

1. All information and records concerning an employee's counseling and treatment through the EAS will be maintained in accordance with applicable Laws and government wide rules and regulations.

2. Employees may provide written consent for release of EAS information or records where applicable.

i. Any referral to or participation in EAS by an employee does not preclude the Employer from taking disciplinary action. If disciplinary action is proposed, employees may provide

EAS evaluation results and/or any treatment programs they are participating in for consideration by the deciding official during the disciplinary process

Section 10. Private Indebtedness

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

Section 11. Use of Government Facilities

- a. The Employer will consider providing an email account to bargaining unit employees upon request. Denial of a request for an email account will be based on legitimate business based reasons.
- b. It is understood that employees do not have the right to privacy while using any Government office equipment (i.e. Telephone, Computer etc.) and that the use of such equipment is not secure, private or anonymous, and is subject to monitoring. For example, should a government personal computer be used to read or respond to email sent to a non-Government email address (*e.g., AOL, Yahoo, MSN etc.*), this use can be viewed by others and/or monitored.
- c. Specific monitoring of personal or official use of Government-owned equipment will be conducted only for legitimate Agency purposes (*e.g., to provide training instruction or protection against abuse or harmful threats*).
- d. Use of the Internet, Intranet and email traffic is traceable and identifiable as to its source; therefore, employees should be aware of the impression such use will have on the public. Employees must ensure that personal use of government office equipment does not give the appearance that they are acting in an official capacity on behalf of the Employer.
- e. Personal use of government office equipment should be performed during off duty hours or on breaks. Infrequent and brief personal use is permissible provided:
 1. it involves minimal additional or no expense to the Government;
 2. it does not reduce the employee's productivity;
 3. it does not interfere with the official duties of other employees;
 4. it is used during times the employee is not working and has the approval of the supervisor;
 5. the equipment is normally authorized for use by the employee for official Government business, (*the Employer is not required to supply employees with equipment if such equipment is not required to perform the employee - official Government business*); and
 6. when not otherwise on official time, infrequent and brief use of government office equipment is permitted by NAF bargaining unit Union representatives during regular duty time, provided such use is incidental to the Agency work of an employee and not inconsistent with the productivity of the employee or that of other employees' or prohibited by Law or Government wide rule or regulation.
- f. Employees will not post Agency/Employer information on external news groups, bulletin boards or other public forums without official authorization.

g. Personal telephone calls should be made during off duty hours or on breaks. Infrequent and brief telephone calls while at work are acceptable provided these do not interfere with work production or office efficiency.

Section 12. Personal Communication Devices

a. Employees may carry personal communication devices as long as it is inconspicuous, does not distract co-workers or customers, or is not specifically prohibited by Employer policies that are currently in effect as of the date of this collective bargaining agreement.

b. Any use of personal communication devices such as cell phones should not be unsafe, distracting to customers or co-workers, interfere with work production or the efficiency of the office, or be specifically prohibited by Law or government wide rule or regulation or the Employer's policies that are currently in effect as of the date of this collective bargaining agreement.

Section 13. Bargaining unit employees have a reasonable expectation of privacy to include personal belongings and/or employee storage areas (i.e. desk drawer, cabinet, locker, etc.).

ARTICLE 11

HOURS OF WORK AND SCHEDULING PRACTICES

Section 1. Regular and Flexible Category Work Schedules

a. Regular employees have a guaranteed minimum number of hours (between 20 and 40 hours per week) as reflected on their appointment documents. Regular employees may be scheduled more than their guaranteed number of hours. However, the number of hours scheduled each work week may not go below that guarantee unless appropriate procedures and criteria for reducing guaranteed number of hours are followed as listed in section 3 of this Article.

b. Flexible employees have no guaranteed number of hours and may work a minimum of zero hours and up to 40 hours or more per week to meet the needs of the activity. Flexible employees are normally not scheduled more than 780 hours in any 6 month period.

Section 2. Work Schedules

a. Employee work schedules are designed to meet specific work requirements of the NAF activity. Many schedules change from week to week due to the irregularity of work requirements. Normally, management will post employees projected work schedules seven (7) calendar days in advance of the scheduled work period. Schedules may be projected earlier if feasible and appropriate.

b. Changes (including daily start and stop times) to posted work schedules may be required for business related reasons. Management will make every effort to give employees affected by such changes as much prior notice as possible but not less than 24 hours. Employees should refer to the posted work schedules at the beginning of each shift. Employees affected by schedule changes should make their supervisor aware of any preferences or personal obligations they have so that

management may consider alternatives.

c. Some work requirements may allow or require Regular employees to be on an established work schedule. Established work schedules are where employees work the same days of the week and shifts of the day, to include tours of duty that have an established pattern of rotation:

1. Permanent changes are changes to a Regular employee's established work schedule that are intended to be regular and recurring and last longer than 30 days. When permanent changes to employees work schedules are needed, management will normally provide employees at least 14 calendar days advance written notice; such notice will include the effective date, the reasons for the change, and anticipated return date if known. Any changes that affect a Regular employee's guaranteed number of hours will be made in accordance with Section 3 of this Article.

2. Irregular or non-permanent changes to a Regular employee's established work schedules will be made in accordance with parts (a) through (d) of this section.

3. When determining established work schedules, the supervisor will consider any input from employees who are affected and discuss such input with the employee upon request. If the employee is not satisfied with the supervisor's decision for the determination of the schedule, the supervisor will provide their reasoning, in writing, upon request of the employee.

d. Where practical, Regular employees will be given preference over Flexible employees in the scheduling of regular and recurring work, to preclude situations where flexible employees are working more hours than Regular employees in the same job classification on a regular and recurring basis. However, this would not apply to instances where the flexible employee is working additional hours to meet surges in workload, seasonal work, special functions, filling in for employees on leave, or similar circumstances.

e. Flexible employees may have their schedules reduced or adjusted, as management deems necessary, due to workload and/or mission requirements.

f. Flexible employees who work in excess of 780 hours in a six (6) consecutive month period (pay periods 1-13 or 14-26), will be converted to a Regular category employee. When a Flexible employee has worked for more than 780 hours in a 6 consecutive month period, other than the pay periods identified above, adjustments to those job assignments of the Flexible employee will be made for legitimate business based reasons and not solely to prevent the Flexible employee from being converted to Regular employee. An employee may opt out of being converted to Regular and management, for legitimate business purposes, may request a waiver of an automatic conversion to higher headquarters; when an employee opts out or a headquarters waiver is granted it will be put in writing and placed in the employees' SEWF.

g. Seasonal schedules may be established based on known regular changes in workload due to seasonal conditions (i.e. day/night/summer/winter operations); these established schedules will be provided to the Union when established. Established seasonal schedules will be posted in the affected work areas as far in advance as possible. A copy of any proposed changes to the seasonal schedule will be provided to the Union. The posted schedules will remain in effect until notice and opportunity to bargain the change is provided to the Union.

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

a. When a supervisor determines that fewer hours are required routinely each week to accomplish a particular job, modifications to an employee's guaranteed number of hours may be made in accordance with the procedures established in this article. When this occurs:

1. Regular employees will continue to receive all benefits they had prior to the guaranteed hour cuts so long as they remain in a regular employment category.
2. For up to one (1) year, management will maintain rosters of employees whose guaranteed number of hours were reduced. When management determines an increase in guaranteed number of hours is warranted, those rosters will be used to allow the affected employees to be offered any increases in guaranteed number of hours. Such offers will be made to employees in the order their hours were reduced.

b. Guaranteed number of hours will not be reduced solely to avoid payment of benefits, or to provide more hours for other employees or because of requests for leave.

c. Management will utilize the following procedures whenever changing the guaranteed number of hours of a Regular employee:

1. A fifteen (15) calendar day advance written notice will be given to an employee whose guaranteed number of hours is to be reduced by 8 hours or more.
2. A seven (7) calendar day advance written notice will be given to an employee whose guaranteed number of hours is to be reduced by less than eight 8 hours.
3. At a minimum, the written notice must include:
 - a) A statement that the employee's guaranteed number of hours are being reduced;
 - b) The effective date of the change;
 - c) A clear statement of the reasons for the change (be specific);
 - d) A statement that their name will be placed on the roster identified in (a.)(2.) of this section.
 - e) A statement identifying that if he or she feels the action is unfair or disagrees with the reasons for the action the employee may submit a grievance under the negotiated grievance procedure;
 - f) Advise on how and where to file the grievance; and the time limits for filing such grievance; and
 - g) The name, location, and phone number of the person in the Human Resources Office designated to provide assistance.

4. The same day employees are provided notice; management will provide a copy of that notice to the Union

Section 4. Rest Periods (Breaks)

a. Subject to mission requirements, a 15 minute compensable rest period is authorized for each four (4) hours of scheduled work. However, these rest periods are considered as time worked and compensable, therefore the employee may be required to work during these rest periods and must remain in the work area. Employees may leave the work area during the rest period provided they have the approval of the supervisor. If the rest period is interrupted by a duty assignment, employees may be allowed to finish their break if and when feasible.

- b. Rest periods may not be combined, banked, granted in conjunction with a meal period or taken at the end of the duty day to cause an early release of the employee from duty.

Section 5. Meal Periods

- a. No employee will work more than six (6) consecutive hours without a meal period.
- b. Regular meal or lunch periods are established between the employee and their supervisor at no less than 30 minutes nor in excess of 1 hour and are normally not considered as time worked. When a meal period is not considered as time worked (is off-the-clock) the employee is excused from any duties during that period of time and will not be required to remain in their work area.
- c. In cases where an employee is required to complete a task, or to provide temporary coverage of the work site, and this impacts the employee's scheduled lunch period, the supervisor will provide for a meal period as near as possible to the employee's normally scheduled meal period.
- d. If time off for meals is generally not feasible for a particular position, a paid (on-the-clock) meal period of 20 minutes may be authorized by the supervisor and included in the employee's regularly scheduled tour of duty. These periods are considered as time worked so the employee must be at or near the work station within the facility.
- e. Meal periods of 1 hour or less (paid or un-paid) that occur when a nightshift differential is authorized are included for determining an employee's entitlement to nightshift differential.

Section 6. Overtime

- a. Overtime may apply for any employee covered by this agreement. When overtime is authorized, ordered, or allowed by the supervisor or any other authorized management official, it will be paid in accordance with the Fair Labor Standards Act (FLSA). Employees should notify their supervisor or an authorized management official as soon as possible when they become aware that an overtime situation exists. A quarter hour is the smallest fraction of an hour used for crediting irregular or occasional overtime hours worked. When irregular or occasional overtime work is performed in other than the full fraction, odd minutes are rounded up or rounded down to the nearest quarter hour (e.g. 0-7 rounds down and 8-15 rounds up).
- b. Overtime work will be assigned to employees consistent with their position classification, employment category, shift, performance and conduct, and normal work assignments. Where employees are equally situated:
 - 1. Regular and reoccurring overtime should be scheduled and shall be rotated equitably among employees in each work area (e.g. Lodging, Clubs, or Child Care Center).
 - 2. When unscheduled overtime work becomes necessary for operational requirements, employees required to work unscheduled overtime will be given as much advance notice as possible. Management may solicit qualified volunteers who will be selected by seniority. Inverse seniority will be used when management orders overtime to be worked. However, for expediency purposes, management may assign overtime work to the personnel who are already on duty; this should not regularly advantage or disadvantage any one particular employee.

3. Call-back (overtime) - An employee called back to the workplace for overtime work shall be paid a minimum of two (2) hours regardless of whether they are required to work the two (2) hours or not.

c. Records of overtime worked shall be maintained by the Employer and provided to the Union upon request in accordance with the Statute.

Section 7. Call-back (non-overtime)

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

Section 8. Inadvertent Shut Downs

a. Whenever possible, management should contact employees prior the start of the duty day in an effort to prevent them from unnecessarily reporting for duty during inadvertent shut downs.

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

c. If a Flexible employee is prevented from performing the assigned duties by circumstances beyond their control, management shall consider such employees for gainful work elsewhere in the organization. Absent such gainful employment, the employee will be paid at least two hours and released from duty.

Section 9. Make Ready and Cleanup Time

a. Incidental duties directly connected with performing a job in established tours of duty, such as obtaining and replacing working tools or materials, undergoing inspections, donning or removing prescribed safety equipment, clean up for dirty type jobs, and similar tasks, are a part of the job requirements. Work shifts are arranged so that time required for incidental duties are part of the regularly scheduled workday.

b. When incidental duties must be performed beyond the regularly scheduled work day, the employee will notify their supervisor of the need for additional time to complete those duties. The supervisor will determine whether or not to authorize additional time before it is worked.

Section 10. Split Shifts

- a. A split shift is two or more work periods within the workday, excluding overtime, when the break between the work periods exceeds 1 hour. Split shifts may be regularly utilized to meet the normal operations of the NAF Activity. Employees who are required to work split shifts must be allowed to use the time off between their shifts as they wish. If an employee is required to remain on the premises or to be available for work that may occur during the break, the break, under the Fair Labor Standards Act (FLSA), must be counted as hours of work. Night shift differentials are paid in accordance with the appropriate laws and government wide regulation.
- b. When requiring a split shift for employees who do not normally work split shifts for things such as training or management directed meetings, management should provide as much advance written notice as possible. Employees should make their supervisors aware of any adverse impact or hardships as soon as possible so that management may consider alternatives. When management does not give notice to employees at least seven (7) calendar days in advance of the split shift work requirement, the "call-back" criteria of this Article may be used.

Section 11. Family-Day, Safety-Day, etc.

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

ARTICLE 12

ALTERNATE WORK SCHEDULES (AWS)

It is agreed that following the implementation of this agreement, the matter of AWS will remain open for bargaining purposes, and should either party wish to apply AWS the moving party will submit its written proposals to the other party and negotiations will commence as the parties agree.

ARTICLE 13

SAFETY, HEALTH, AND WELFARE

Section 1. The Employer shall ensure a hazard free environment consistent with applicable Laws, rules and regulations and will take every reasonable measure to remedy outages or equipment failures that cause unsafe working conditions or serious health or safety concerns. Prompt reporting of outages and equipment failures which could lead to unsafe conditions is the responsibility of everyone. If such outages and equipment failures that result in unsafe conditions are not able to be corrected or accommodations made within a reasonable time, the Employer should take measures to temporarily reassign the affected employees to other reasonable work areas; or place employees in an appropriate leave status (Administrative Leave, Excused Absence, Forced Leave etc.). If an employee's work

assignment cannot be rescheduled (as appropriate) and/or the mission prohibits the employee from being placed in an appropriate leave status when outages or equipment failures occur, the employee, with the coordination of their supervisor, may take extra work breaks. If the employee and supervisor disagree, the negotiated grievance procedure is available to address the matter.

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

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

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

Section 5. Imminent Danger

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

Section 6. Employee Protections

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

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

ARTICLE 14

PAYROLL WITHHOLDING OF UNION DUES

Section 1. Eligibility

- a. Any employee of Nellis Air Force Base, who is a member of the unit and who is a member in good standing of the Union, may authorize an allotment of pay for the payment of his/her dues for such membership, provided:
 1. The employee has voluntarily completed a request for such allotment of his/her pay using the Standard Form (SF) 1187, *Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues*; and
 2. The employee regularly receives a normal amount of pay on the regularly scheduled NAF paydays and such pay is sufficient to cover the full amount of the allotment after other legal deductions have been made; and
- b. Flexible employees may have an allotment for Union dues. However, if flexible employees do not work enough hours to cover the payment of dues it is the employee's responsibility to contact the Union for alternate payment options.

Section 2. Procedures

- a. The Union will provide the NAF Office with an account number and the name and address of the bank to which the biweekly electronic Fund Transfer (EFT) payment is to be deposited.
- b. The Union will obtain a SF 1187, and distribute it to eligible employees desiring to authorize an allotment for withholding Union dues from their pay. The Union will inform each of its members of the voluntary nature of the authorization for this allotment, as well as the provisions and the procedures for revoking an authorization.
- c. After completing Section B of the SF 1187, members must return the form to the Union for insertion of the amount of dues and certification that the employee is a member in good standing with the Union. The Union is responsible for ensuring that individual members applying for dues withholding meet required eligibility criteria.
- d. The Union is responsible for submitting and sending the completed SF 1187 to the NAF Labor Relations Officer (LRO), who will forward it to the Shared Service Center (SSC) at Randolph AFB, TX, after certifying the Bargaining Unit status of the employee. If it is determined the employee is not eligible to be a bargaining unit member, the NAF LRO will return the SF 1187 to the Union with a letter of explanation. Allotments will be effective on the first complete biweekly pay period after receipt by the SSC.

- e. A biweekly EFT payment will be prepared by the appropriate SSC at the close of each pay period for which deductions are made. This payment will be for the total amount allotted for dues for that pay period. A remittance will be sent to the Union with a listing of the names and amounts withheld. The list will also include the names of those employees for whom allotments have been stopped due to termination or insufficient earnings. The NAF Human Resources Office (HRO) will provide the Union with a list of Union members whose employment has been terminated on a quarterly basis.
- f. Dues allotments will be terminated when the employee leaves the bargaining unit as a result of separation, retirement, transfer, reassignment, promotion, or other personnel action, which changes the employee's bargaining unit status.
- g. The Union will immediately notify the NAF HRO, in writing, when a member of the labor organization is expelled or ceases to be a member in good standing. Upon receipt of such notice, the dues allotment will terminate as of the next complete pay period.
- h. Dues allotments are immediately terminated when this agreement becomes no longer applicable such as the loss of exclusive recognition of the Union.
- i. An employee can submit a request to voluntarily revoke his/her allotment for the payment of dues by completing an SF 1188, *Revocation of Voluntary Authorization of Allotment of Compensation for Payment of Employee Organization Dues*, and submitting it directly to the Union to verify anniversary date. After verification, the form will be submitted to the servicing NAF HRO to execute termination of the allotment. When the employee cannot use, or otherwise does not desire to use the SF 1188, other written notification signed by the employee is acceptable. Members who elect to pay dues by payroll deduction may only withdraw on the annual effective date of their allotment. Such termination of the allotment shall become effective at the beginning of the first full pay period after the anniversary date. The anniversary date will be the date the employee signs the SF 1187. It is the employee's responsibility to see that his/her written revocation is received in the servicing NAF HRO on a timely basis. The servicing NAF HRO will provide a copy of the SF 1188, or written notification, completed by the employee, to the SSC and in turn will forward a copy to the Union.
- j. The Union is responsible for informing and educating its members concerning the voluntary program for the allotment of dues, the uses and availability of the SF 1187 and SF 1188, and the conditions and procedures for revocation of allotments.
- k. If the dues structure is changed by the Union, the SSC will be furnished written notification signed by the President of the Union, through the NAF LRO, to include the amount of new deductions to be withheld. The effective date of such change shall be the beginning of the first complete biweekly pay period after receipt of the change notice, unless a later date is specified by the Union. Such changes will not be made more often than once in any 6-month period.

ARTICLE 15

EMPLOYEE'S PERSONNEL RECORDS

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

Section 2. Immediate supervisors will keep and maintain a Supervisor's Employee Work Folder (SEWF) on each employee to include the AF Form 971 (AF-971) for documenting certain information or events. Entries into the employees SEWF and AF-971 shall be filed only by the immediate supervisor. Supervisors will not maintain any adverse information or remarks in locations other than the SEWF. Employees will be given the opportunity to read and initial or sign any entries/counseling made in the AF-971. Such opportunities will be given at the time of entry by the supervisor. If that is not possible, then it will be given at the earliest opportunity thereafter. Initials or signatures of an employee do not indicate agreement with the entry but simply acknowledge that the entry was made. Both the Union and Management recommend that employees initial and date AF-971 entries/counseling. Failure to acknowledge receipt of the entry/counseling does not preclude management from taking any action deemed necessary or appropriate to the entry; to include a disciplinary action. Disciplinary action will not be initiated simply for refusing to sign for or acknowledge receipt of an entry.

Section 3. The SEWF and OPF are the property of management. However, upon request, employees may review the SEWF or OPF that management maintains on them. Normally, reviews of the SEWF will be allowed on the same day as the request, the supervisor should be present during such reviews. Reviews of the OPF will be authorized upon request of the supervisor and accomplished at the HR office. Neither employees, nor their representatives are permitted to remove any document from these records, but it is understood that upon request, an employee or their personally designated representative may request any document be removed and have the right to obtain copies of any document maintained in the SEWF or OPF.

Section 4. Documents and entries maintained in the SEWF should be screened regularly by the supervisor for relevance to the employee's current employment circumstances and position. Any unnecessary or outdated material shall be removed from the file and given to the employee for dispensation. Employees may submit rebuttal statements to entries made into the AF-971 for consideration by their supervisors. When rebuttals allege violations of any law, rule or regulation they should be raised by the employee in the appropriate forum.

Section 5. Material contained in the SEWF, which has not been properly disclosed to the employee on a timely basis, may not be used in any adverse, disciplinary, or performance based action. No single event regarding performance will be used more than once for appraisal purposes.

Section 6. When there is no recurrence of an incident or deficiency for which an Oral Admonishment is issued the documentation of admonishment may be removed from the SEWF after the annual appraisal is issued but not later than twelve (12) months from the date of issue. Letter of Reprimand and Suspension documentation will be removed no later than twenty-four (24) months from the date of issuance.

Section 7. Employees may grieve any matter or document contained in the OPF or SEWF that they disagree with, in accordance with the negotiated grievance procedures.

ARTICLE 16

TRAINING and DEVELOPMENT

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

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

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

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

Section 5. Employees pursuing outside education or training may approach their supervisor and request their work schedule be rearranged.

ARTICLE 17

POSITION CLASSIFICATION

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

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

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

ARTICLE 18

PAY and BENEFITS

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

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

a. The Employer will promptly implement the approved pay schedules when they are received. NAF Pay Band Employees will be granted an "across the board" pay increase subject to the following limitations:

1. The adjustment for Employees in Bands NF-I and NF-2 shall be equal to the average Percentage adjustment stated on the pay report attached to the current pay schedule issued by the Wage Fixing Authority.
2. The adjustment for Employees in Bands NF-3 through NF-4 shall be equal to the respective adjustment granted to corresponding APF Employees.
3. Basic pay may not exceed the maximum rate for an Employee's pay band.
4. Employees in a less than satisfactory performance status are not eligible for the annual across the board pay increase (This means that in some cases an employee's pay may fall below the minimum of the band). Employees will become eligible for at least the minimum pay in the pay band on the date their performance improves to an acceptable rating. Pay adjustments in these situations will not include back-pay.

b. CT employee will automatically receive step increases, provided they meet the time-in-grade and work performance requirements of their wage schedule.

c. Pay range schedules setting the minimum and maximum rates for pay bands NF-I and NF-II, and the minimum for NF-III, are also issued at the same time as the wage schedule for CT employees. The pay range schedule includes a percentage cost of living adjustment (COLA) for NF-I and NF-II employees. The pay range schedule includes a percentage cost of living adjustment (COLA) for NF and CY employees. This adjustment includes the ECI Employment Cost Index (ECI) adjustment and the locality adjustment. The adjustment will be the average percentage adjustment as stated on the current pay report.

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

e. Pay range schedules setting the maximum for NF-III, and the minimum and maximum rates for

NF-IV through NF-VI, are issued as a result of changes to the GS. The COLA for NF-III through NF-VI will be equal to the adjustment for GS employees, excluding locality.

f. Pay range schedules setting the minimum and maximum rates for the CY pay schedule are constructed as a result of changes to the GS. The COLA for CY employees will be equal to the adjustment for GS employees, including the locality.

1. Pay band CY-I covers the positions of CY-01 and CY-02. The minimum rate for this pay band is equal to the hourly rate of pay for GS-02, step- I. The maximum rate is equal to the hourly rate of pay for GS-03, step-IO including locality pay.

2. Pay band CY-2 covers the positions of CY-03 through CY-05. The minimum rate for this Pay band is equal to the hourly rate of pay for GS-04, step-I. The maximum rate is equal to the hourly rate of pay for GS-05, step-IO including locality pay.

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

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

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

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

Section 5. Tipped Employees

a. There will be no tip offset established for employees who earn tips in the course of their duties.

b. Tip pools may be established for bargaining unit employees in those instrumentalities where it is not possible to specifically identify to whom each tip was directed, such as areas where there are multiple services being rendered and single points of payment (i.e. retail sales, cafes, bars, service lines etc.). These tip pools will be established through negotiations between the parties.

Section 6. The Employer shall follow the provisions of the centrally managed AF NAP Retirement Plan and AF NAP Employees' 401(K) Savings plan as set forth in the applicable Air Force Instruction. Regular NAP employees (excluding ODM), with thirty days of service or more, are eligible to participate in the 401(K) Savings Plan. With 12 months of regular Air Force service or more, NAF employees (excluding ODM) are eligible to participate in the Agency's retirement plan. HRO will notify newly eligible regular employees of the 401(K) and retirement plan eligibility requirements and benefits. When an employee elects to participate in the 401(K) and/or retirement plans, HRO will ensure that the employee has the opportunity to complete the appropriate Enrollment Request and

Beneficiary Designation Forms. 401(k) plan participants must indicate their desire to participate or not participate and the contribution percentage and investment election they desire. The Union will be notified of any proposed changes to the current 401(k) plan and afforded the opportunity to bargain as appropriate.

ARTICLE 19

DETAILS AND TEMPORARY PROMOTION

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

Section 2. Whenever practicable, details and temporary promotions will be assigned on a fair and equitable basis.

Section 3. Upon management's determination that the services of an employee are required in another position or area, a detail may be used to satisfy the requirement. Details may not last longer than 60 calendar days. Employees who are detailed to positions in which they have had little or no experience shall be given reasonable training and/or a break-in period to become capable of performing the duties of the detail. There is no change in the basic rate of pay while on a detail. The supervisor will record the detail on the employee's AF-971. The employee returns to their previous position at the end of the detail. The employee may update his/her resume online to capture the experience of the detail.

Section 4. The Employer will ensure that details do not cause a reduction in a regular employee's guaranteed hours.

Section 5. When selecting employees for details, supervisors should consider the following:

- a. Recognize the type and level of their regular duties and responsibilities against those which the employee will be performing on detail.
- b. Arrange details to minimize personal hardships and inconvenience and give advance notice when feasible.
- c. Volunteers.
- d. Limit repeated details.
- e. Training, previous detail assignments, category (regular/flex), and the ability of an employee to perform the duties of the detail.
- f. Past recorded conduct and or performance deficiencies.

Section 6. Any employee who is temporarily detailed to a higher graded position lasting longer than 30 days will be retroactively temporarily promoted from the start of the detail provided they are qualified for the position.

Section 7. Temporary promotions may be made noncompetitively when an employee's services are

needed in a higher grade or pay band position and the employee meets the qualification requirements for the position. Temporary promotions must be expected to last for at least two (2) pay periods and may not extend beyond six (6) months. At the end of the temporary promotion, the employee will return to their previous position.

ARTICLE 20

PROMOTION

Section 1. Assignment to duties of a higher grade or pay banded position expected to last 6 months or more will be completed in accordance with the appropriate merit promotion principles, applicable laws, regulations, and directives.

Section 2. The Parties agree those employees' skills, talents, and experience shall be considered consistent with mission requirements, merit principles, applicable laws, regulations, and directives. Therefore, in the filling of bargaining unit positions, the Employer will make a reasonable effort to consider highly qualified current employees for advancement. Absent higher preference placement priorities, qualified bargaining unit applicants will be considered before non-prioritized applicants external to Nellis AFB. When bargaining unit members are being compared and considered for promotion and all appropriate qualifications are equal, the most senior person should be promoted. If not selected, and upon request, any bargaining unit applicant will be given the reasons for their non-selection. Also upon request, any bargaining unit employee shall be provided a copy of the qualifications, skills, talents, and experience necessary to be selected for any particular job.

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

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

Section 5. Employees may apply for a different position at any time using the NAFJOBS.ORG online system. NAF HR office will make a physical list of all continuously open NAF positions available to any bargaining unit employee upon request. Where available, employees may access Agency computers at the job site, download, and print information from NAFJOBS.ORG. Employee job applications will be held on file until the employee has been referred for the position for which they applied or until they are no longer employed as a NAF employee of the 99th Force Support Squadron, whichever occurs first. Employees may update their experience and qualifications, including such things as volunteer work, education, and training at any time, by updating their resume using NAFJOBS.ORG. When a newly created series/job title is established as a Regular position, the Employer will post a job vacancy announcement for fourteen (14) calendar days on NAFJOBS.ORG. When an employee has applied for a job through NAFJOBS.ORG the application stays in the system until it is removed by the employee or the employee is no longer employed by the NAFI at Nellis

AFB. The Employer will provide notice to the Union of changes that alter the functionality of the online application tool (NAFJOBS.ORG). The Union will be afforded the opportunity to bargain as appropriate.

Section 6. When management determines to non-competitively change an employee from flexible to regular category within the same activity, it will ensure that the change does not increase the grade of the position and try to ensure the change does not result in a reduction of regularly scheduled hours of another employee. Additionally, management will consider all flexible employees within a NAFI when non-competitively converting a flexible position to a regular position. When two or more employees are eligible and all appropriate qualifications are equal within a particular job category, such as laborer, housekeeper, or maintenance, the most senior flexible employee will be non-competitively converted to regular employee.

ARTICLE 21

PERFORMANCE STANDARDS AND REVIEWS

[PROGRESS REVIEW WORKSHEET see appendix A](#)

Section 1. Position guides will contain reasonable performance standards.

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

Section 2. At least one performance review will be accomplished on the NAF Civilian Progress Review Worksheet; normally not later than the 15th of April. Annual performance ratings are based on the employee's performance of duties relating to the standards contained in the employee's position guide using the AF Form 3527. Employee signature or initials is to acknowledge receipt only and do not indicate agreement with the review or the rating. Upon an employee request, the supervisor will define the performance standards more specifically and/or may provide informal, quarterly performance reviews for the purpose of clearer communication.

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

Section 4. Employees who disagree with the performance review and/or rating have the right to grieve through the negotiated grievance procedure.

ARTICLE 22

LEAVE

Section 1. General

- a. Regular employees accrue annual and sick leave in accordance with applicable laws, rules and regulations. The Employer will give the Union President notice if and when the rates of leave accrual are to change. Regular Employees will submit an OPM Form 71 to request leave.
- b. Flex employees do not accrue and are not entitled to use leave. However, absences for flex employees must be coordinated with their supervisors using the OPM Form 71. Employees will submit the OPM Form 71 as far in advance as possible.
- c. The maximum amount of accumulated annual leave that may be carried over from one leave year to the next will be 240 hours. On a case-by-case basis and on approval by the Force Support Squadron Commander or Deputy Director, employees may carry leave in excess of 240 forward into the next leave year. In order to carry over annual leave in excess of 240 hours, the employee must have requested annual leave early enough in the leave year to allow for appropriate scheduling and circumstances precluding its use before the end of the leave year are beyond the control of management and/or the employee. Any amount of excess leave carried into the next leave year is used within the first 19 pay periods of the leave year or forfeited.

Section 2. Annual Leave

- a. Scheduled Annual Leave. The supervisor will establish projected annual leave schedules for regular employees before the end of January. Employees will submit their projected leave requests by 10 January of each year. The employer will tentatively approve/disapprove the projected leave schedule by 31 January of each year and notify the employees. Any dispute between employees desiring the same time will be first addressed and resolved by the employees concerned, if possible. Otherwise, supervisors will make their tentative approval between equally qualified employees, considering seniority and previously approved leave requests. Employees who are hired/converted to regular status after 31 January will not have preference over that years projected leave schedule.
- b. Once the annual leave schedule is complete, future leave requests will be considered on a first requested - first approved basis. Normally, annual leave requests made in advance, including the projected leave schedule, are approved or disapproved within 30 calendar days of the requested time off. However, the employer may deny or cancel approved leave at any time based on mission requirements. When confronted with a denial of previously approved leave, the employee should make their supervisor aware of any personal financial obligation or hardship so that management may consider any alternatives. If the denial does cause a personal financial obligation that cannot be mitigated by the employee, the employee may file a grievance and request reimbursement as a remedy.
- c. Emergency Leave Requests. Emergencies are recognized by the parties as those situations which are emergencies in nature and where the employee could not reasonably foresee the need for an absence from work. The employee should notify and request the emergency leave from the supervisor as soon as possible. For circumstances which are urgent in nature but are not viewed as "emergencies", employees must request the leave from their supervisor prior to the shift concerned.

If the supervisor or other appropriate management official cannot be reached, the employee should leave a message with another appropriate management official or, if unavailable, leave a message at the main number of their activity. Messages must include the type of leave being requested and a phone number where the employee can be reached. Upon request of the supervisor, the employee must provide enough information about the emergency or urgency for the supervisor to make a determination regarding the amount of leave requested. The employee must follow the supervisor's instructions regarding any procedures for follow-up.

d. Advance Annual Leave. Under normal circumstances, advance of annual leave is not granted. However, if circumstances warrant, regular employees may be granted an advance equal to all annual leave they will accumulate in the current leave year. The supervisor must believe there is reasonable assurance that the employee will be in a duty status long enough to earn the advanced leave.

e. Unscheduled Annual Leave. Unscheduled Annual Leave is leave requested during a period where a work schedule is already posted. The supervisor will review all requests for unscheduled annual leave and if denied, will provide the employee with the reason. In denying leave, consideration will be subject to the demands of the mission. Supervisors will decide on the leave requested before the leave is to start. Normally, the supervisor will take no more than five calendar days after receipt of the request to approve it or disapprove it.

Section 3. Sick Leave

- a. Sick leave may be used when the employee is incapacitated from performing work due to illness or injury. Light duty may be made available to an employee who is unable to perform their regular duties but who could perform other tasks within the doctor's limitations.
- b. Sick leave of more than three (3) consecutive workdays should be supported by a medical certificate. The employee's own certification may be accepted by the supervisor as satisfactory evidence of incapacitation for duty if the employee was not attended by a physician.
- c. An employee will not be required to furnish a medical certificate for absence of three (3) days or less unless the supervisor has identified a trend and possible sick leave abuse by the employee.
 1. If there is reason to believe an employee is abusing sick leave, the supervisor will notify the employee in writing that he or she has a questionable sick leave record and why the employee is suspected of abuse. The supervisor may impose a requirement that a medical certificate would be required for each future absence of sick leave. If this requirement is imposed, the employee will be notified in writing that all future requests for sick leave must be supported by a medical certificate. A written notice of abuse of sick leave cannot be issued when the absences claimed on sick leave are documented with medical certificates showing incapacity to perform duties of the position.
 2. The attendance records of employees required to submit a medical certificate for such absences on sick leave will be reviewed and reconsidered every six (6) months and the requirement withdrawn, when warranted.
- d. Employees must request sick leave by contacting the immediate supervisor or, if unavailable, another identified official. If possible, such requests will be made by telephone prior to the beginning of the shift to allow for work coverage. If the employee is unable to reach the identified

official, they must leave a message requesting leave at the main number of their work facility and provide a phone number where they may be reached.

e. Whenever possible, employees are expected to schedule sick leave for routine medical appointments in advance using OPM Form 71.

f. Except in cases of serious illness or disability, advanced sick leave is not granted. In cases of serious illness or disability, regular employees may request advance sick leave of up to thirty (30) days. Such requests will be submitted to their supervisor using the OPM Form 71 and are subject to final approval/disapproval of higher authority in the employee's line of supervision. In requests of this type, the employee must furnish sufficient medical evidence regarding the illness and the prognosis, so that the supervisor may evaluate whether it is likely that the employee will be able to return to duty and repay the advance sick leave.

g. It is understood that the Family Medical Leave Act (FMLA) and the Family Friendly Leave Act (FFLA) apply to NAF employees.

Section 4. Leave Without Pay CLWOP. Regular employees may request LWOP. OPM Form 71 must be submitted to request LWOP. Employees who do not earn or accrue leave may request excusal from work on a "leave without pay" basis, subject to the approval of their supervisor as circumstances permit.

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

Section 6. Other Leave

a. Court Leave: Court leave will be granted in accordance with applicable regulations.

b. Jury Duty: When an employee is not compensated by the court, other than for travel and parking, the employee will be considered to have worked their shift and will not have to report to work, unless they are released from jury duty with two (2) hours of scheduled work remaining on their shift after travel time.

c. Voting and Registration: Employees whose voting residence is within commuting distance of the station and whose hours of work do not allow for three (3) hours for voting either before or after their regular hours of work, may be granted an amount of excused time which will permit them to report to work three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever requires the lesser amount of time. Employees whose voting place is beyond commuting distance and who are not registered to vote by absentee ballot may be granted sufficient time off in order to make the trip to the voting place to cast their ballots. Such time off is not to exceed one workday. Employees who vote in jurisdictions which require registration in person will be granted excused time to register on substantially the same basis as for voting, except that no time will be granted if registration can be accomplished on a non-workday and the place of registration is within a reasonable one-day trip travel distance of the employee's place of residence.

d. Administrative Leave: The employer controls and may place regular employees on administrative leave for various administrative reasons. It is understood that administrative leave places the employee in a paid absence status in regards to their regular work schedule and is for such duration as determined by the employer. The employer may call the employee back to work at any time while on administrative leave provided the time is within the employee's regular

assigned work schedule and the employee can reasonably be expected to arrive at work within enough time to be gainfully employed. Once an employee who is on administrative leave is called back to work, the employee may request and be granted annual leave for any of the remaining time related to their normal duty day. It is understood that the Employer has discretion to grant or deny such requests under the terms of **Unscheduled Annual Leave** in Section 2. e. of this Article.

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

ARTICLE 23

HOLIDAYS

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

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

Section 2. Regular employees who are excused from work, because of the occurrence of a holiday, are entitled to holiday pay (which is regular base pay, including any applicable night shift differential) for the number of non-overtime hours that would have been scheduled had it not been a holiday.

Section 3. Regular employees who perform work on a holiday are entitled to holiday pay (which is regular base pay, including any applicable night shift differential) for the number of scheduled hours,

plus holiday premium pay, which is at a rate equal to regular base pay, (double time) for the number of non-overtime hours that do not exceed 8 hours actually worked on the holiday.

Section 4. Annually, beginning January 1, 2013, the NAF LRO/HRO will submit a waiver for approval for payment of holiday pay for work performed by flexible employees on Independence Day; Thanksgiving Day; Christmas Day; and New Year's Day of the following year. Such waiver will be submitted to the appropriate agency for approval. Rationale for such payment will be included. Upon request, the Union will be provided a copy of the waiver request and the rationale.

ARTICLE 24

DISCIPLINE

Section 1. The Parties recognize that fair and constructive discipline is meant to assist the employee/employer relationship and promote the efficiency of the service. All disciplinary actions taken against regular employees within the bargaining unit shall be based on just and sufficient cause due to the delinquency or misconduct personally attributable to the employee. Under like circumstances, disciplinary actions will be administered in a fair and equitable manner.

- a. Counseling, letters of warning, etc. are designed to praise, warn, guide and advise employees and are not to be confused with discipline.
- b. Discipline is defined as oral admonishment (written); letter of reprimand; suspension; removal (regular employees). A change to lower grade may also be considered as a disciplinary action.

Section 2. The Employer agrees to follow the agency regulations concerning disciplinary actions and procedures for Flexible employees. However, a Flexible employee who has successfully completed their probationary period may be considered for discipline in lieu of adverse action, such as termination.

Section 3. Where an employee is subject to discipline, the Employer will administer such actions to employees in private. Except in circumstances beyond the control of the proposing official, notices of proposed disciplinary action will be delivered to the employee in a reasonable amount of time, usually within 30 calendar days following the event which caused the action to be proposed or when the proposing official became aware of the event.

- a. For oral admonishments, the supervisor must advise the employee that they are being admonished and that an admonishment is the lowest form of disciplinary action. The employee may provide a written response, which will be added to the written record of admonishment.
- b. For reprimands, the supervisor meets with the employee and tells the employee that he or she is considering a Memorandum of Reprimand and the specific nature of the misconduct, including date, time, and place; and gives the employee an opportunity to explain his or her actions orally and/or in writing. After meeting with and receiving the employee's input (oral and/or written), the supervisor may decide to take no action, orally admonish the employee, or issue a Memorandum of Reprimand.
- c. For suspensions; terminations; and removals an employee will be given an advance written proposal, which must state the reasons for the proposed discipline. For these proposals, employees have the right to be accompanied by a designated representative of their choosing to prepare and provide a response. Employees will be allowed a reasonable amount of time (normally 7 calendar

days) to prepare a response; more time may be requested, if necessary. A copy of all material relied on to support the proposed disciplinary action may be requested from the HRO. Absent extenuating circumstances, notices of decision to discipline will normally be delivered to the employee within 30 calendar days following the employee's reply period.

d. In addition to other requirements, notices of disciplinary action will include a statement that the employee has the right to file a grievance under this CBA.

Section 4. Investigative Interviews (Weingarten): When the employer conducts an investigative interview (seeks information from the employee) and the employee reasonably believes that the interview may result in disciplinary action against them; they are entitled to a Union representative, upon request.

ARTICLE 25

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

Section 1. The following actions are considered Business Based Actions (BBA):

- a. Reduction in pay rate;
- b. Furlough of a regular employee for eight calendar days or more;
- c. Change in employment category from regular to flexible;
- d. Change to lower grade or pay band;
- e. Separation (regular employee);
- f. BBA terminations of flexible employees.

Section 2. BBAs are used when management determines to adjust resources in response to reorganization, realignment of workload, elimination of duties or responsibilities from a position, lack of funds, or a need to be competitive with pay in the local labor market.

Section 3. BBAs are used only after an objective, fair and equitable ranking of employees in the same employment category, occupational series, grade or pay band, and in the same NAF activity (e.g., Officers' Club, bowling center, enlisted club, etc.).

Section 4. BBAs are not used to address performance or conduct deficiency, or to downgrade a position because of a change in classification standards, or correction of a misclassification.

Section 5. When one (1) or more unit employees are identified to be reduced in grade or separated by BBA, or otherwise adversely impacted by the use of BBA procedures, the Employer will give the Union a reasonable amount of prior notice including:

- a. The reason for the BBA;
- b. The number, type, grade and name(s) of positions involved;

- c. The anticipated effective date of the action; and
- d. The Union will be provided a list of the names of employees affected by the BBA after the employees have received their official notification.

Section 6. When conducting BBA actions, management will make every effort to preclude adverse effects on employees, prepare employees, and avoid administrative and morale problems. It is important to consider whether the cause of the reduction or realignment is a temporary or permanent situation, along with each of the various actions that may be taken. For example, a change in employment category, a reduction in pay rate, or a furlough may be more appropriate than separation.

Section 7. In all BBAs, flexible employees with less than three continuous years on the rolls of the NAF activity effecting the BBA, and regular employees who are currently serving a probationary period as a result of initial appointment in the NAF activity effecting the BBA, and who are, in both cases, in the same occupational series, and the same grade or pay band, are affected by the BBA prior to any other employee.

Section 8. Prior to changing a regular employee to a flexible employment category, management must determine whether the benefit derived from the action can be accomplished by first reducing the flexible employee work force. In a BBA, employees on details, temporary reassignments, or temporary promotions compete under their officially assigned position, not the temporary assignment.

Section 9. Employees are ranked within four categories. The four categories are:

- a. Category 1: Flexible employees on the rolls of the NAF activity affecting the BBA for less than three continuous years.
- b. Category 2: Regular employees currently serving a probationary period as a result of initial appointment.
- c. Category 3: Flexible employees on the rolls of the NAF activity affecting the BBA for at least three continuous years.
- d. Category 4: Regular employees who completed their probationary period.

To affect a BBA, work performance evaluations for the last 2 continuous years determine the order of employees in the Categories. Category I with the lowest total score are affected first, the next lowest total score affected second, etc., until all Category 1 employees are exhausted. After Category 1, employees in Category 2 are affected in the same order until exhausted, after which Category 3 employees are affected. The last employees affected are Category 4 employees. If two or more employees in a particular category have the same total performance evaluation score, seniority as defined in Article 10 section I(a. and b.) will be used. The NAF-HR will maintain the ranking of each covered employee, the process used to determine the ranking, and a copy of the notice given to each employee, in a separate BBA file apart from any employee's OPF.

Section 10. The Employer will provide a written notice to each Regular employee no less than thirty (30) calendar days prior to the effective date of separation actions or no less than seven (7) calendar days prior to the effective date for non-separation actions. Flexible employees will receive no less than seven (7) calendar days' notice prior to the effective date for separation actions and no less than

twenty-four (24) hours' notice prior to the effective date for non-separation actions. When possible these written notices should be hand delivered to the employee. The separation notices will provide the appropriate information in accordance with the Agency guidance to include the following:

- a. description of the action being taken;
- b. the reason(s) for the action;
- c. a statement that includes all the options available to the employee relevant to their employment category;
- d. the effective date of the action; and
- e. the employee's grievance and appeal rights.

Section 11. The Employer will establish and maintain a Reemployment Priority List and in the event of a BBA action (where feasible) the list will be used to fill existing vacancies and to place employees in continuing positions for which they qualify.

Section 12. Employees affected by BBA are allowed a reasonable amount of administrative time to review their Official Personnel File and attend job interviews for Agency Positions within the NAFI and APF at Nellis AFB.

Section 13.

a. Severance Pay is paid when a Regular employee is involuntarily separated from employment as a result of a BBA, unless the employee:

1. Is employed, without a break in service of more than 3 calendar days after separation, in another DoD NAF Regular position, or a DoD APF position, without a time limit on the length of the appointment. **Note:** *"DoD NAF employees who move to DoD APF positions without a break in service of more than 3 days are eligible for portability of benefits under Public Law 101-508, as amended. Under 5 CFR 550.708, NAF service is creditable for computing a... employee's APF severance pay if the employee is later separated from an APF position under conditions entitling the employee to APF severance pay."*
2. Refuses an offer of employment in any DoD NAFI that would not result in a rate of basic pay that is lower than the rate of basic pay received immediately before the BBA, or a loss of employment category (i.e., from Regular to Flexible). Offers must be in the same commuting area, unless the employee is covered by an agreement in which mobility is a condition of employment.
3. Is entitled to an immediate annuity that is not reduced because of the employee's age at the time of retirement. This exclusion covers an annuity from a NAF retirement plan, or from the civil service (CSRS) or federal employee (FERS) retirement plans, in which the employee elected to remain following movement between employment systems under 5 U.S.C., 8347(q) and 8461(n).
4. Is receiving payments from the Department of Labor's Office of Workers' Compensation

Programs for a job-related injury.

b. Twelve continuous months of regular service is required to be eligible for severance pay, this includes:

1. Periods of regular service in one or more DoD NAFIs.
2. Nonwork periods, of any amount, due to absence on military furlough or on workers' compensation.
3. Nonwork periods after separation from regular service, if reinstatement as a regular employee to the NAFI is made within 6 months after separation from that NAFI. NOTE: If severance pay was paid at the time of separation, this period is not creditable, and the new continuous period begins with the date of reinstatement.
4. Periods of paid absence.
5. Service in a continuing (i.e., without a time limit on the length of the appointment) APF position, if the employee moved from a DoD APF position to a DoD NAF position on or after January 1, 1987, without a break in service of more than 3 calendar days.
6. Periods of regular service in any NAFI, when the movement from one NAFI to another is without a break in service of more or more workdays.
7. Military service that interrupted creditable service, as prescribed in Chapter 43 of 38 U.S.C.

c. The twelve continuous months of regular service required to be eligible for severance does not include:

1. Periods of intervening flexible service in a NAFI.
2. Periods of regular service in other NAF is, when there was a break in service of one or more workdays when moved between NAF!s.
3. Periods of regular service before a break in service of more than 6 months.
4. Service upon which a NAF, CSRS or FERS annuity is based, if the annuity began before the date of the BBA.
5. Periods of service for which NAF or APF severance pay was previously granted.
6. Service used to determine an employee's APF severance pay entitlement under the provisions of 5 U.S.C. 5595.
7. Time served as a regular NAFI employee, is creditable service for computing the amount of severance pay due an eligible employee. Periods of regular employment before a separation resulting in severance pay, are not considered in determining either the 12month eligibility period or in computing creditable service for determining the amount of severance pay for a

subsequent qualifying involuntary separation.

d. Conditions under which eligible employees receive severance pay include:

1. The employee is separated. An employee who resigns following receipt of a specific written notice of separation due to BBA or a general written notice that announces that all positions will be abolished is considered to have been involuntarily separated.
2. The employee's basic pay is reduced, and the employee resigns instead of accepting the reduction.
3. The employee's employment category is involuntarily changed from Regular to Flexible due to BBA and the employee resigns instead of accepting the change. At the Employer's discretion employees who are involuntarily changed from Regular to Flexible may be paid severance pay without resigning. When the Employer has authorized severance pay under these conditions and the severance is not paid, upon request, the Union will be given a copy of the Employer's specific financial analyses showing the impact that the conversion and any severance package will have on its finances. The Employer's discretion will be exercised on a consistent, objective, fair and equitable basis and without discrimination of any kind.
4. The employee is furloughed for more than 60 consecutive days and resigns in lieu of accepting the furlough.

e. Time served as a regular NAFI employee, is creditable service for computing the amount of severance pay due an eligible employee.

f. An employee who is issued a BBA separation notice, and is otherwise eligible, is entitled to severance pay if he or she resigns at any time before the effective date of the separation action.

1. One week's pay, at the rate of basic pay that the employee is receiving at the time of separation, for each full year of continuous regular service for the first 10 years of service.
2. Two week's pay, at the rate of basic pay that the employee is receiving at the time of separation, for each full year of continuous regular service beyond 10 years of service.
3. Partial credit for each full 3 months of continuous regular service beyond the final full year of service.
 - a. If the total service, including a partial year of service, is less than 10 years, credit the severance pay entitlement by 25 percent of 1 week's pay for each full three months of service.
 - b. If the total service, including a partial year of service, is greater than 10 years, credit the severance pay entitlement by 25 percent of 52 week's pay for each full 3 months of service.
4. The maximum amount of severance pay an employee may receive is 52 weeks of basic pay at the rate of basic pay received immediately before separation.

g. In computing the severance pay, the employee's rate of basic pay is the hourly rate of pay received immediately before separation multiplied by the greater of:

1. The average number of hours worked per week over the 13 pay periods immediately prior to the date of the **BBA** memorandum.
2. The employee's guaranteed hours immediately prior to the date of the **BBA** memorandum.
3. If, on the day preceding the effective date of the **BBA**, the employee is not present for duty due to an on-the-job injury or illness compensable under applicable workers' compensation law, severance pay will be computed by multiplying the employee's rate of basic pay on the day before the effective date of the **BBA** times the greater of:
 - a. The employee's average number of hours worked per week during the 13 pay periods immediately prior to the effective date of the **BBA**;
 - b. The employee's guaranteed hours immediately prior to the effective date of the **BBA**;
or,
 - c. The employee's average number of hours worked per week during the 13 pay periods immediately prior to the date of the on-the-job injury or illness.

4. Examples of severance pay computation:

a. A regular employee who has 1 year and 1 month of continuous regular service, has a guaranteed 40 hour workweek, and a basic rate of pay of \$9.50 per hour, the employee is entitled to 1 week of severance pay, \$380.00 (40 hrs x \$9.50 ph).

b. A regular employee has 16 years, 6 months, and 59 days of continuous regular service. The employee has worked an average of 30 hours per week over the last 13 pay periods, and has a guaranteed 20 hours workweek. The employee's rate of pay is \$7.00 ph. The employee's severance pay entitlement is **\$4,830.00**.

YEARS OF SERVICE	NUMBER OF WEEKS PAY	BASIC WEEKS PAY (\$7.00 PH X 30 HRS= \$210.00)
1-10	10	\$2,100.00 (\$210 x 10 wks)
11-16	12	\$2,520.00 (\$210 x 12 wks)
3 mos	.25 of 2	\$ 105.00 (\$420 x .25)
3 mos	.25 of 2	\$ 105.00 (\$420 x .25)
59 days	0	0

TOTAL SEVERANCE PAY \$4,830.00

c. Payment of Severance Pay:

i. Severance pay is payable to an employee at the same pay period intervals that salary would be paid if the employee were still employed. The total severance pay entitlement is paid in bi-weekly payments equal to the bi-weekly payment the employee is

receiving at the time of separation, and is subject to income tax, Medicare, and FICA deductions. The final payment is a full or partial payment consisting of that portion of the severance pay total entitlement remaining unpaid.

ii. If the total severance pay entitlement would otherwise be distributed in four biweekly payments or less, a lump sum payment of the total severance pay entitlement is made.

iii. The NAF-HR will record the total severance pay entitlement, the bi-weekly payment, and the number of weeks the entitlement is paid.

iv. Entitlement to severance pay ends when an employee is appointed to another regular DoD NAF position, or when the severance pay entitlement for the employee is exhausted.

v. In the event an employee dies while in receipt of severance payments, the entitlement passes to the beneficiary of the individual.

vi. Upon reemployment of a former federal employee, the NAF-HR records the number of weeks of severance pay received (including partial weeks). If the employee again becomes entitled to severance pay, the NAF-HR recomputes the severance pay allowance on the basis of all creditable service and deducts from the entitlement the number of weeks for which severance pay previously was received. No period of service for which severance pay was previously granted is included.

vii. At the time the business-based action separation notice is issued, the NAF HR advises employees, in writing; of the requirement to report employment with a DoD NAFI should that employment be obtained while the employee is receiving severance payments.

viii. During the time an employee is receiving severance payments, a written notice is provided with each payment, reminding the employee of the requirement to report DoD NAF employment immediately to the office making the severance payments.

Section 14. The NAF-HR will establish a Reemployment Priority Lists (RPL) to provide placement assistance to those separated by the BBA. Separated employees have priority placement rights in the NAF activity from which separated (e.g., Officers' Club, bowling center, golf course), and priority consideration rights at other DoD NAF activities in the commuting area (100 mile radius). They are immediately placed on the RPL and remain on the RPL until reemployed, or until 1 year after the date of separation, whichever occurs first.

a. A person on the RPL is offered employment in a vacant position in the NAF activity from which he or she was separated; and offered priority consideration for vacant NAF positions in other DoD NAF activities in the commuting area of the NAF activity from which separated if all of the following apply:

1. Management is filling the vacancy by other than detail.

2. The vacancy is in the same or lower employment category as the position from which the employee was separated.
 3. The vacancy is in the same or lower grade or pay band as the position from which the employee was separated.
 4. The vacancy has substantially the same duties as the position from which the employee was separated.
- b. Rehiring an individual on the RPL in the same NAF activity from which he or she was separated is a noncompetitive recruitment action. Therefore, such individuals are rehired before those who receive preference in the competitive recruitment process (e.g., military spouse preference, THP, etc.).
 - c. An individual's name is removed from the RPL when he or she accepts an equivalent position (i.e., the same or higher employment category, the same or higher rate of basic pay, and the same or higher grade, or pay band) to the position from which separated. Positions with a limited term of 365 days or less are not considered an equivalent position. Declination of an offer of an equivalent position results in removal from the RPL.
 - d. If the first person on the RPL declines or is otherwise removed from the RPL, the next eligible person on the RPL is offered the position, and so on until the RPL is exhausted. Placement and consideration is prioritized in the order of the date placed on the RPL. If such prioritization produces two or more applicants for placement or consideration placed on the RPL on the same date, they are referred simultaneously without any further prioritization.
 - e. If Nellis Air Force Base is closed through Base Realignment and Closure (BRAC) or by other means, a final RPL will be prepared and issued 30 days prior to final closure of the base.
 - f. RPLs contain at a minimum: Identification of the servicing NAF-HR or NAF Personnel Office; the employee's name; the employment category, pay plan, series, grade, and position title of the position from which separated by BBA; the employee's rate of basic pay at the time of separation; the date the employee was placed on the RPL (the date of the separation); and the employee's address and telephone number at the time of separation.
 - g. RPLs forwarded to other AF NAF-HRs within the commuting area will have a current *Optional Application for Federal Employment*, attached for each employee added to the RPL during the preceding month.

Section 15. Pay Retention Based on Classification Errors

- a. Pay retention covers regular NF or CY employees moving within the pay band system, regular NF or CY employees moving to regular CT positions, and regular CT employees moving to regular NF or CY positions.
- b. Eligibility for pay retention occurs when, as a result of a classification error, a regular employee is downgraded within the NAFI to another regular position. The employee is entitled to

a retained rate of pay for 2 years if the employee has served one continuous year immediately before the change in one or more positions at a higher pay band or grade.

c. Pay is retained under this policy for 2 years, unless it is terminated earlier by one of the following conditions:

1. A break in service of one or more work days.
2. A later change to a lower pay band or grade which is effected for personal reasons at the employee's request, personal cause, or a BBA resulting from a validated lack of funds or curtailment of work.
3. Entitlement to a rate of pay that is equal to or higher than the retained rate because of another personnel action or normal operation of the pay system.
4. Change to a flexible category.

d. If an employee receiving a retained rate accepts a temporary promotion to the same or higher pay band or grade than that from which demoted, the temporary promotion does not affect the running of the pay retention period, which still ends 2 years after the original demotion.

e. The retained rate is the lesser of the scheduled rate of pay immediately before the change or 150% of the maximum rate of the pay band or grade to which demoted.

Section 16. Grade Retention Following a Change of Position:

a. Any regular NAF CT employee who, as a result of BBA procedures, is placed in a lower-graded regular NAF CT position, in a NAFI, is entitled, to the extent provided in paragraph (c.) below to retain the grade of the position held immediately before such placement for the 2-year period beginning on the day of such placement, if he or she has served for 52 consecutive weeks in one or more regular CT positions in the NAFI at a higher grade.

b. Any employee in a regular NAF CT position whose position has been reduced to a lower-graded regular CT position in the same NAFI is entitled, to the extent provided in paragraph (c.) below to retain the grade of such position before reduction for the 2-year period beginning on the date of reduction in grade, if the grade of the position, before reduction, had been classified at the higher grade for a continuous period of at least 1 year immediately before such reduction.

c. For the 2-year period referred to in paragraphs (a) and (b) above, the retained grade is treated as the grade of the employee's position for most purposes (including pay administration, retirement and life insurance, and eligibility for training and promotion), except:

1. For determining whether an employee has been demoted for purposes of terminating grade or pay retention.
2. For determining an employee's "exempt or nonexempt" status under FLSA.

3. For those purposes of applying any BBA procedures.
- b. The employee is entitled to 100% of each comparable increase for his or her step in the retained grade.
- c. The 2year grade retention provisions cease to apply to an employee who:
 1. Has a break in service of one workday or more from the NAFI.
 2. Is demoted (determined without regard to this paragraph) for personal cause or at the employee's request.
 3. Is placed in, or declines a reasonable offer of, a position with a grade equal to or higher than the retained grade.
 4. Elects in writing to have the benefits of this paragraph terminated.

Section 17. Pay Retention

Pay Retention is granted to any eligible employee whose rate of pay would otherwise be reduced only as a result of one of the following actions, if the action is not at the employee's request, or for personal cause, or as a result of the termination or expiration of a temporary promotion:

- a. Expiration of the two (2) year period of grade retention.
- b. BBA or reclassification when the employee does not meet eligibility requirements for grade retention.
- c. The reduction or elimination of special schedules or special rates.
- d. Placement in a different pay schedule in a NAFI; or in a different wage area when the employee moves as a part of the same NAFI or in a transfer of function.
- e. Placement from a special rate position to a non-special rate position or to a lower special rate position in a NAFI.
- f. The employee is entitled to the lowest scheduled rate of pay in the employee's grade, after the action is taken, which equals or exceeds his or her current scheduled rate of pay. If there is no such rate, the employee is entitled to the lower of:
 1. His or her scheduled rate of pay payable to the employee immediately before the reduction in pay; or
 2. 150% of the maximum scheduled rate of pay for the employee's new grade.
- g. The employee in retained pay is entitled to 50% of the amount of each increase in the maximum scheduled rate of pay, payable for his or her grade. This adjustment is made before a comparison with the maximum step of the grade (to decide whether or not the employee goes off his or her retained pay). If, after the adjustment, the employee's rate is less than the maximum rate of his or

her grade, the employee is entitled to the maximum rate.

h. The preceding provisions cease to apply to an employee who:

1. Has a break in service of one workday or more from the NAFI.
2. Declines a reasonable offer of a position with a scheduled rate of pay equal to or higher than, the retained rate of pay.
3. Is demoted for personal cause or at the employee's request.
4. Is changed to a flexible position.
5. Is entitled to a scheduled rate of pay which is equal to or higher than retained rate of pay.

Section 18. Exclusion of Flexible Employment

Grade and Pay retention is limited to those employees whose employment category is Regular. Any employee serving under a temporary promotion or temporary reassignment is considered to be employed on a temporary basis, as to the grade of the position temporarily occupied. Therefore, such an employee may not receive grade retention, based on the grade held during the temporary promotion. Also, neither grade nor pay retention is terminated due to a temporary promotion or temporary reassignment during the grade retention period. A temporary promotion is defined to be a promotion, with a definite time limitation, that the employee was informed, in advance, was temporary and would require the employee to return to his or her former grade at the end of the temporary promotion.

ARTICLE 26

NEGOTIATED GRIEVANCE PROCEDURES

[Appendix - 8 - GRIEVANCE FORM](#)

Section 1.

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

2. By the Union concerning any matter relating to the employment of employees;
3. By the employee, the Union, or Management concerning the effect or interpretation or a claim of breach of any agreement or any supplement to this Agreement; or any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 2. The following matters are excluded from coverage under this employee grievance procedure:

- a. Any claimed violation related to prohibited political activities;
- b. Retirement, life insurance or health insurance;
- c. Suspension or removal in the interest of national security;
- d. Any examination, certification or appointment;
- e. The classification of any position which does not result in the reduction in grade or pay of an employee;
- f. Written notice of proposed disciplinary actions;
- g. Separation during an employee's probationary period;
- h. Termination of a temporary promotion or limited term appointment;
- i. Any matter relating to management's decision to adopt or refuse to adopt a suggestion;
- J. Grant or refuse to grant a performance award, an honorary award, or any other discretionary award. This does not exclude employees or the Union from grieving over the matters of fairness; or equity; or the process or procedures used to determine awards;
- k. Increase or refuse to increase an employee's basic rate of pay; This does not exclude employees or the Union from grieving over the matters of fairness; or equity; or the process or procedures used to determine these matters;
- I. Any event, matter or basis that creates the need for a BBA;
- m. Any issue previously decided as a result of a prior grievance, appeal, or any other formal complaint system;
- n. Any matter relating to wage or salary rates or schedules as determined by the Local Wage Survey. This does not exclude employees or the Union from grieving over the matters of fairness; or equity; or the process or procedures used to determine these matters;

Section 3. The following general standards and principles will be adhered to by employees, the Union, and Management:

- a. Employees, their representatives, and all other parties involved in the presentation of a grievance will be free from restraint, interference, coercion, discrimination or reprisal.
- b. Employees will be given a reasonable amount of duty time, only when they would otherwise be in their regularly scheduled duty status, for the purpose of preparing and presenting the grievance at each of the steps in the procedure, to include the arbitration hearing, if one is required. However, employees will be placed in a duty status for any time that is scheduled for arbitration hearing purposes that is outside the employee's normal duty schedule.
- c. NAF HRO and the Union will determine any additional individual(s) who may attend grievance meetings beyond the principle participants.
- d. NAF HRO and the Union President may agree to extend any of the negotiated timelines established in any step of the grievance procedures that have been initiated.
- e. In the event either party should declare a grievance nongrievable or nonarbitrable, this question will be included with the original grievance as a threshold issue. The declaration that an issue is not grievable or arbitrable will be presented to the grieving party in writing. Upon receipt of the written declaration, the grieving party may invoke binding arbitration with the grievability/arbitrability dispute as a threshold issue. The Arbitrator will make a decision on any threshold issues prior to issuing a decision on the merits of the grievance.
- f. All grievance decisions will be made as promptly as possible at each level of consideration described herein, will be in writing at all levels, and will include a statement of the basis for the decision.
- g. Time limits for responding to a grievance may be extended by mutual agreement of the parties provided that the request for extension is presented prior to the expiration of the prescribed time limit. Absent mutual agreement for extending time limits within which a decision must be rendered, failure to meet the time limits will allow the grieving party to proceed to the next step.
- h. The grievant or his/her designated representative may terminate the grievance at any time prior to the arbitration hearing or final decision by Management, by giving written notice to the NAF Human Resources Office and the Union. Once the grievant or his/her designated representative terminates the grievance, the grievance is discontinued unless the Union determines to take up the matter as a union grievance in accordance with Section 5 of this Article.
1. It is agreed that Alternate Dispute Resolution (ADR) is a recommended informal dispute resolution process and may be requested by either party at any time during the grievance procedure. Participation in ADR by any party is entirely voluntary. In grievances where the parties agree to use the ADR, the time limits will be suspended until the ADR process has concluded. If the matter is not resolved through ADR, the time limits will be re-imposed.
- j. Upon mutual agreement between Management and the Union, all grievances that are similar in nature, concerning matters that may affect more than one employee, will be processed as one

grievance. This does not include cases involving discipline or performance ratings. The disposition of the grievance shall be binding on all of the other grievances in that group.

k. The relief sought by the employee in a grievance must be personal to the employee (i.e., an employee may not seek to have another individual penalized or rewarded through the grievance procedure).

l. Arbitration for employee and Union initiated grievances may be invoked only by the Union. Arbitration for Management initiated grievance may be invoked only by the Employer.

m. In removal or termination cases the Union may elect to bypass Step I and proceed directly to Step 2 of the grievance procedure.

n. Failure to meet the time limits for the initial filing of a grievance as specified herein may result in denial of the grievance as untimely.

o. Evidence and supporting documentation which is relevant to the resolution of the grievance may be introduced at any step of this negotiated grievance procedure. However, the subject at issue in the grievance will be consistent at all steps of the grievance procedure. This includes, but is not limited to, both the oral and written presentation of facts.

Section 4. Employee Grievance

a. The following procedures are required for the resolution of employee grievances. Failure on the employee's part to adhere to the requirements as specified in any of the following steps of the grievance procedure may result in forfeiture of the grievance. At a minimum, all grievances must state:

1. Identification as to the appropriate step of the grievance procedure;
2. The grievant(s) name, signature, duty title, organizational address, and duty telephone number, and date of the grievance;
3. The nature of the grievance, including, if known, the date the event took place, the identification of any provision(s) of this agreement alleged to have been violated and, the provision(s) of any law, rule and/or regulation affecting conditions of employment alleged to have been violated;
4. The remedial action desired;
5. The name, organization address, and duty telephone number of the designated representative, if any.

b. **Step 1.** Grievances must be presented by the employee and/or their designated representative, in writing, to the lowest level management official with the authority to resolve the issue being grieved within 21 calendar days after either:

1. Receipt of the notice of action, if applicable; or
2. The date the incident occurred; or
3. The date the grievant became aware or should have reasonably been expected to be aware of the incident that gave rise to the grievance, whichever came first.

The appropriate management official at this step will discuss the matter with the grievant and/or the designated representative within 10 calendar days after receipt of the written grievance. This same management official will notify the grievant and/or the designated representative in writing of the decision as soon as practicable, but not later than 7 calendar days after the meeting. In instances of grievances concerning suspensions or removals, the grievance will be processed under this procedure beginning with the first level of Management above the supervisor who proposed the action.

- c. **Step 2.** If the grievant is not satisfied with the Step 1 decision and wants to pursue the matter further, they may invoke further consideration of the grievance by the squadron commander or designee. The Step 2 grievance must be in writing and submitted within 14 calendar days after receipt of the Step 1 decision. Such requests must also include information on the grievant's prior attempts to resolve the subject at issue. The commander or designee will meet with the grievant and their representative within 10 calendar days after receipt of the Step 2 grievance. The commander or designee will notify the grievant and/or the designated representative in writing of the decision as soon as practicable, but not later than 7 calendar days after the meeting.
- d. **Step 3.** If the grievant is not satisfied with the Step 2 decision and wants to pursue the matter further, they may invoke further consideration of the grievance by the Mission Support Group Commander or designee. The Step 3 grievance must be in writing and submitted to the NAF HRO within 10 calendar days after receipt of the Step 2 decision. The NAF HRO will submit the Step 3 grievance to the commander or designee. The commander or designee will meet with the grievant and their representative within 10 calendar days after receipt of the Step 3 grievance. The commander or designee will notify the grievant and/or the designated representative in writing of the decision not later than 7 calendar days after the meeting.
- e. **Step 4.** If the grievance cannot be resolved to the grievant's satisfaction at Step 3, the Union may invoke binding arbitration to resolve the matter. A written notification of the desire to invoke binding arbitration must be forwarded to the NAF Human Resources Officer or designee within 30 calendar days following employee's receipt of the Step 3 decision.

Section 5. Union-Management Grievance

- a. Union-Management grievance means any complaint by the union or management concerning any matter relating to the employment of any one or more bargaining unit employees or the effect or interpretation, or a claim of breach, of this collective bargaining agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment of any bargaining unit employee.
- b. The following procedures are required for the resolution of Union or Management grievances:
- c. **Step 1.** Union grievances will be filed with the NAF Labor Relations Specialist or designee. Management grievances will be filed with the Local President or designee. These grievances must be filed within 21 calendar days after the date the incident or event occurred or after the date the grieving party became aware or should have reasonably been expected to be aware of the incident that gave rise to the grievance, whichever came first. At a minimum, the grievance letter will include the date of the incident or event, the nature of the grievance and the remedy desired. Should either party desire a meeting to discuss the grievance, the parties will meet within 7

calendar days after receipt of the grievance to discuss the grievance. The party filing the grievance will be furnished a written decision by the other party within 7 calendar days from the date of receipt of the grievance or the date of the meeting.

d. **Step 2.** If the aggrieved party is dissatisfied with the Step I decision and desires to submit the grievance to arbitration, written notification of the desire to invoke binding arbitration must be forwarded to the other party within 30 calendar days following the date of receipt of the Step I decision.

ARTICLE 27

ARBITRATION

Section 1.

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

b. Within ten (10) calendar days from the date arbitration is invoked, the Parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to provide a list of arbitrators. The Parties shall alternately strike one arbitrator's name from the list until only one name remains. The last remaining name shall be the duly selected arbitrator. The initial strike shall be alternated between the parties or a flip of a coin when the previous initial strike is unknown.

c. Upon mutual agreement of the parties, a second list of arbitrators may be requested. The second request must be made within 10 calendar days from the date of receipt of the initial list of Arbitrators. Unless otherwise agreed, the cost of the second list will be borne by the requesting party. The Parties shall alternately strike one arbitrator's name from the list until only one name remains. The last remaining name shall be the duly selected arbitrator. The initial strike shall be alternated between the parties or a flip of a coin when it the previous initial strike is unknown. Absent the cooperation of both parties, either Party may unilaterally proceed with the Arbitration process.

Section 2. It is understood that witnesses may be necessary at arbitration hearings. Employees providing testimony at arbitration hearings arising under this Article will be in a paid duty status and excused from duty to provide such testimony. Such employees shall not suffer any loss of pay or benefits. In order to provide for witness availability, a list of proposed witnesses will be exchanged between the parties at least seven (7) calendar days prior to the scheduled arbitration hearing date. Such witnesses will be provided a reasonable amount of duty time to prepare for the arbitration. Either party has the right to add to, delete from, or otherwise change their witness list as it deems necessary.

Section 3. The Parties agree to share equally the costs of arbitration. Where requested by the arbitrator, or mutually agreed to by the Parties, the cost of a transcript shall be borne equally by the Parties. Absent mutual agreement, either Party may unilaterally request and shall bear the cost of a transcript. The declining party waives any and all rights to the transcript obtained at the expense of the other party, unless the declining party agrees to pay its share of the cost. The arbitration hearing will be held, if possible, on the Employer's premises during normal duty hours. Employees who are currently on the rolls and required to participate in the hearing shall be in a paid duty status.

Section 4.

- a. The order of proceedings will be determined by the arbitrator. However, the arbitrator is limited to deciding only the issue or issues in question relating to the formal grievance. If the Parties fail to frame the issue for arbitration, then each shall submit a separate statement of the issue to the arbitrator and the arbitrator shall determine the issue or issues to be heard.
- b. The parties agree that the issue(s) to be arbitrated will be consistent with the issue(s) presented during the grievance procedure. This does not preclude the parties from introducing any background material they feel to be relevant to the issue in dispute. It is agreed that the arbitrator will not change, modify, alter, delete or add to the provisions of this Agreement as such right is the sole prerogative of the parties to this Agreement. Furthermore, the arbitrator will not change, modify, alter, delete, or add to the provisions of any law, rule or regulation. The arbitrator shall confine his/her award to the issue(s) stipulated at the hearing and will not have authority to make a decision on any issue(s) not so stipulated.
- c. The arbitrator's award shall be binding on the Parties and implemented upon receipt; subject to exceptions filed with the Federal Labor Relations Authority (FLRA) or agreement between the parties.
- d. The arbitrator will be requested to render a decision as quickly as possible, normally not later than thirty (30) calendar days after the conclusion of the hearing, or after receipt of the official transcript when one is taken, unless the Parties mutually agree with the Arbitrator to extend the time limits.

Section 5. If an employee, on the basis of a timely appeal or an administrative determination, is found by appropriate authority under applicable law, rule regulation, or this collective bargaining agreement, to have been affected by an unjustified or unwarranted personnel action, which has resulted in the withdrawal or reduction of all or part of the pay, allowances, and/or differentials of the employee, upon correction of the unjustified or unwarranted personnel action, the employee may be granted an amount equal to all or any part of the pay, allowances, and/or differentials, as applicable, which the employee normally would have earned or received during the associated period(s) if the personnel action had not occurred, less any amounts earned by the employee through other employment during that period; and reasonable attorney fees as determined by an arbiter or judge.

ARTICLE 28

ALTERNATE DISPUTE RESOLUTION

It is agreed that following the implementation of this agreement, the matter of ADR will remain open for bargaining purposes, and should either party wish to apply ADR the moving party will submit its written proposals to the other party and negotiations will commence as the parties agree.

ARTICLE 29

CONTRACTING OUT

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

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

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

ARTICLE 30

WAGE SURVEYS

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

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

ARTICLE 31

INCENTIVE AWARDS

Section 1. The Employer and the Union agree that recognition may be granted to an employee who, by their own efforts, initiative, and industry contributes considerably more to the operation than would normally be expected.

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

- a. Performance award: to recognize outstanding performance of a continuing nature.
- b. Special Act or Service award: for specific events that result in unique contribution to the organization above and beyond the scope of assigned duties.
- c. On the Spot Cash award: for a specific event or situation that resulted in a unique contribution to the activity or organization.
- d. Length of service award: Will be given to employees in recognition of 5,10, 20, 30,40 or 50 years of creditable service.
- e. Honorary award: given in accordance with AFI 36-1001.

f. NAF Activity awards: Each NAF Activity is encouraged to establish specific employee recognition programs, i.e., employee of the month, quarter, or year, etc. When funds are available, they may be used to support these programs.

g. Suggestion program: Employees are encouraged to suggest improvements that result in tangible and intangible benefits to the activity. Formal consideration for suggestions should be coordinated through the IDEA program manager. Certificates approved through the IDEA program will be recorded in the AF Form 971 file for each recipient.

h. Time-off awards: Time-off from duty without loss of pay or charge to leave for a superior accomplishment or other personal effort that contributes to the quality, efficiency, or economy of Government operations.

Section 3. Awards will be given to employees on a consistent, objective, fair and equitable basis and without discrimination of any kind.

ARTICLE 32

UNION REQUESTS FOR INFORMATION

Section 1. As required by law, 5 USC 7114, the Employer will cooperate in providing information or data to the union which is reasonably available and necessary for the union to carry out its representational duties. Requests for information will be made to the NAF HRO, or designee. Management will furnish data in a reasonably timely manner. Personal records on an employee will not be released unless the request is accompanied by a written designation of the union as the employee's representative in the matter described.

ARTICLE 33

SMOKING POLICY

Section 1. The Parties will bargain a separate agreement (MOU), at a date to be determined by the Parties, regarding the use of tobacco on Nellis AFB, which will apply to the NAF Bargaining Unit.

ARTICLE 34

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

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

Section 2. NAF bargaining unit employees in the CDC will receive the highest consideration allowed by law and regulation for GS positions that come open in the CDC.

Section 3. Management fills CY-03 and above positions at the full performance level when qualified applicants are available. Applicants must meet the qualification requirements of the position.

a. When there are no qualified applicants at the CY-03 target level, supervisors may fill a

developmental CY-02 intermediate level position that is targeted to the CY-03 target level position. The CY-02 intermediate level employee is trained and non-competitively promoted within two pay periods of meeting the qualification requirements of the full performance CY-03 target level position.

b. When there are no qualified applicants at the CY-03 target level and the CY-02 intermediate level, supervisors may fill a developmental CY-01 entry level position that is targeted to the CY-03 target level. The CY-01 entry-level employee is trained and non-competitively reassigned within two pay periods of meeting the qualifications of a CY-02 intermediate level position. Training continues and the CY-02 intermediate level employee is non-competitively promoted within two pay periods of meeting the qualifications of the full performance CY-03 target level position.

Section 4. Training will be accomplished in a fair and equitable basis among all developmental CDC employees. All CY employees who are in developmental positions shall receive administrative time to complete their observation and testing modules. Normally, reading assignments will be accomplished during non-pay status and management will offer time away from the classroom when necessary. However, employees may use rest periods and other down time while on the clock for reading assignments.

Section 5. 'Continuity of Care' is a fundamental concept of accreditation and certification of child care programs that minimizes the number of groups, teaching staff, and classroom transitions experienced by an individual child during the day and program year. Whenever possible, room assignments and staff substitutions will take into consideration not only experience with certain age groups, but also the continuity of care concept to provide experienced and stable environments that support accreditation guidelines.

Section 6. When an Employee identifies behavioral problems or claims physical abuse from a child, management will take an appropriate course of action.

Section 7. Employees will have a lockable locker or cabinet issued to them where they can store and secure personal items. These lockers will be in an area that is close to the classrooms. Locks and keys for the locker will be provided by the Employer, which will be unique to the lock and unable to open any other storage area.

ARTICLE 35

SUPPLEMENTATION OF AGREEMENT

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

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

agreement unless otherwise deliberately agreed to, in writing, by both parties.

ARTICLE36

DURATION OF AGREEMENT

Section 1. This Agreement becomes effective within 30 days from the date the agreement is executed subject to the provisions of 5 USC Chapter 71 and any other applicable law, rule or regulation, and shall remain in effect for three (3) years from the date identified on the signature page of the contract.

Section 2. This Agreement will be automatically renewed for succeeding periods of one (1) year unless either party gives written notice of its intent to terminate or modify the Agreement. Such notice will be no more than 90 and no less than 30 calendar days prior to each terminal date of this Agreement. Unless otherwise agreed, negotiations over a successor Agreement shall begin no later than 60 days calendar days after the above conditions are met. The terms of this agreement will remain in full force and effect during its renegotiation as past practices.

Commander

oate

JAN 16 2013

Date

Approved by the Department of Defense on 14 Feb 2013

APPENDIX A

NAF CIVILIAN PROGRESS REVIEW WORKSHEET			
(March 2012)			
EMPLOYEE <i>(Last Name, First, Middle Initial)</i>	ORGANIZATION	DATE	PERIOD COVERED
<p>Feedback is meant to facilitate communications between the supervisor and the employee concerning job performance. At least one progress review of the employee's performance will take place during the appraisal period: normally not later than 15 April. Use of this progress review worksheet is mandatory and is used in addition to any other feedback provided to the employee during the performance period. This progress review worksheet is meant to provide feedback to the employee about his/her performance that may impact the rating of record at the end of the appraisal period and to promote employee development.</p> <p>If required, additional comments or other input may be attached to this document. A copy of the entire document and attachment(s) is to be given to the employee upon completion.</p>			
COMMENTS			
Duties and Responsibilities (Narrative Relative to PG/PD)			
<p>A. WORK BEHAVIOR ELEMENTS</p> <p>1. Work Effort: Exerts effort -</p> <p>Shows initiative -</p> <p>Spends time effectively -</p> <p>2. Working Relationships: Sensitive to fellow workers and supervisors -</p> <p>Maintains effective working relationships -</p> <p>3. Work Productivity: Produces work of the quality and quantity expected -</p> <p>4. Reliability: Reports to work on time -</p> <p>Completes work projects, duties, and tasks in the time allowed -</p> <p>5. Skill & Work: Performs tasks well whether they require physical, technical, supervisory or managerial skills -</p>			
<p>B. SUPERVISORY ELEMENTS</p> <p>1. Leadership Qualities: Cooperates with others -</p> <p>Gains cooperation of subordinates -</p> <p>Fosters teamwork -</p> <p>2. Supervisory Ability: Directs and trains others, oversees and documents work activities, selects and evaluates personnel, and implements management directives -</p>			
RATER <i>(Supervisor's signature)</i>	EMPLOYEE <i>(Signature does not indicate agreement or disagreement)</i>		DATE (DD/MM/YYYY)

APPENDIX B

**NAF
GRIEVANCE
FORM**

NAME OF EMPLOYEE:		ORGANIZATION:
SIGNATURE OF EMPLOYEE:		DATE OF INCIDENT:
EMPLOYEE REPRESENTATIVE:	CONTACT PHONE# :	GRIEVANCE STEP:
NAME OF DECIDING OFFICIAL:	CONTACT PHONE#:	
SIGNATURE OF DECIDING OFFICIAL:		DATE GRIEVANCE WAS RECEIVED:

STATEMENT OF GRIEVANCE:

GRIEVANCE REMEDY REQUESTED:

GRIEVANCE REMEDY: (GRANTED) **D** (DENIED) **D** (OTHER ... See Attached) : **D**