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PREAMBLE

Pursuant to the provisions set forth in Title VII of the Civil Service Reform Act of 1978, and subject to existing laws and regulations of appropriate authorities, the following Articles constitute an agreement by and between 412th Force Support Squadron at Edwards Air Force Base (EAFB), California, 93524, a Nonappropriated Fund Activity (NAF) and an instrumentality of the United States Government, hereinafter referred to as “the Employer or Agency,” and Local 1406, American Federation of Government Employees, hereinafter referred to as “the Union.”

In consideration of the mutual covenants herein set forth, the Parties agree as follows:

It is the intent and purpose of the Parties to promote and improve the efficient administration of the federal service and the well-being of employees within the meaning of Title VII of the Civil Service Reform Act of 1978, and to establish a basic understanding relative to NAF personnel policy, practices, procedures, and matters affecting working conditions within the jurisdiction of the 412th Test Wing Commander, EAFB CA and to provide means for amicable discussion and adjustment of matters of mutual interest.

The Parties to this Agreement acknowledge the “business nature” of the Nonappropriated Fund activities and fully realize that funds generating activities must be profitable to remain in business and to provide employment opportunities to current and prospective employees.

The Parties to this Agreement recognize that Nonappropriated Fund activities are, of necessity, “customer oriented”, and therefore, both parties will actively encourage Nonappropriated Fund bargaining unit members employed in customer service occupations to handle their customers profitably for the benefit of their employer and themselves.

References to day throughout this Agreement refer to calendar days, whether stated as “days” or “calendar days,” unless specifically referred to as “work days”.

Therefore, the Parties agree as follows.

GENERAL PROVISIONS

1. The Parties agree to abide by the provisions set forth in this Collective Bargaining Agreement (CBA). The Parties will not change the conditions set forth in this CBA except by the methods provided herein.
2. In the administration of all matters covered by this CBA and any supplement, officials and employees are governing by existing or future laws, executive orders and regulations of appropriate authorities.

3. The Parties to this CBA have a duty to bargain collectively on the conditions of employment affecting employees in the bargaining unit. The Parties agree to meet at reasonable times to consult and bargain in a good-faith effort to reach agreement on personnel policies, practices and matters affecting working conditions. The duty to bargain shall not extend to matters relating to prohibited political activities, to the classification of any position, or those matters provided for by federal Statute.
4. In the spirit of partnership, the Parties agree to meet to discuss problems, exchange views and negotiate to find mutually satisfactory solutions not covered by this CBA.
5. In accordance with 5 USC 7114(c), this Agreement is subject to Agency head review and approval. Any provision that is disapproved on Agency head review shall be severed from the Agreement and all other portions of the Agreement shall go into effect and will be implemented.
6. Both Parties agree that all Memorandum of Agreements (MOAs) and/or Memorandum of Understandings (MOUs) negotiated before and during the terms of this Agreement are not precedent setting. All agreements prior to this CBA, if such Articles are included in the CBA, will be immediately null and void, with the terms of the CBA taking full force and effect.

GLOSSARY OF TERMS

Activity. A unit, organization, or division performing a function or mission for a NAFI or other recognized subdivision determined by the Employer in accordance with Section 7106 of the Statute.

Administrative Search. As used in this Agreement, an administrative search is an inspection or search of work spaces, conducted by the Employer for reasons connected with work or internal security. An administrative search is not a search conducted by Law Enforcement personnel for purposes of law enforcement or installation security. For example, an inspection of Employee changing areas for safety hazards is an administrative search; a vehicle checkpoint manned by military or civilian police is not.

Alternative Dispute Resolution (ADR). Informal methods, such as mediation, used to resolve disputes.

Bargaining Unit Employee (BUE). AFNAF employees assigned to the 412th Force Support Squadron, Edwards AFB, CA covered by an exclusive labor union. Excluded: professional employees, employees engaged in human resources work, management officials and supervisors as defined by the law.

Business Based Action (BBA). A non-disciplinary action used to adjust resources in response to changes in business revenue, budget, workload, organization, or mission. It is not used to address a performance or conduct deficiency.

Calendar Day. A calendar day refers to all days on the calendar, Sunday through Saturday. Any unmodified reference to a “day” means a calendar day.

Conditions of Employment. Personnel policies, practices, and procedures or other matters affecting the general working conditions of bargaining unit employees, consistent with the Statute, interpretive law and regulations.

Consultation. An exchange of views and opinions on matters of mutual concern. Consultations and negotiations are not the same. Consultation allows discussions of a broader range of topics than negotiations. Unlike negotiations, consultations are not aimed at reaching agreements and are not subject to impasse proceedings. Consultations only require that each Party consider the views of the other.

Critical Need. An emergency; a requirement necessary to respond to a sudden or unexpected occurrence; a pressing necessity; or an exigency. Such occasions are characterized by additional work or deadlines required by Statute, Executive Order, court order, regulation, or formal directive from the head of an Agency or subordinate management official. A recurring, cyclical peak workload, by itself, is not a critical need.

Disciplinary Action. Disciplinary Action is a personnel action, involving an employee, that may reduce an employee’s basic pay or level, places the employee in a non-pay, non-duty status, or separates the employee from employment, and is effected for personal cause (i.e., the action stemmed directly from the actions [conduct or performance related] of the affected employee). Disciplinary actions do not include: (1) BBAs; (2) actions taken to terminate a temporary promotion or detail; (3) separation or change to lower pay or pay level when voluntarily initiated by the employee; (4) application of a revised prevailing rate schedule when there is no change to the position; (5) actions taken as a result of an employee abandoning their position; (6) termination for disability extending beyond sick leave allowance or when FMLA provisions have been exhausted; and (7) reassignments.

DoD. Department of Defense

EEO. Equal Employment Opportunity

Employee. Any member of the bargaining unit. NAF Employee categories are regular or flexible employees.

Employer. Department of the Air Force, 412th Test Wing, 412th Mission Support Group, 412th Force Support Squadron, Edwards AFB, CA.

Exempt Employees. An employee as defined by the Fair Labor Standards Act.

Family and Medical Leave Act. A regular employee is entitled to use sick leave to: (1) provide care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy, or childbirth; (2) attend to a family member receiving medical, dental, or optical examination or treatment; (3) provide care for a family member who would, as determined by the

health authorities having jurisdiction or a health care provider, jeopardize the health of others by that family member's presence in the community because of exposure to a communicable disease; or (4) make arrangements necessitated by the death of a family member or attend the funeral of a family member.

Fair Labor Standards Act (FLSA).

Federal Labor Relations Authority (FLRA). Federal Agency empowered to implement and enforce the Federal Service Labor-Management Relations Statute. The FLRA is responsible for determining negotiability and resolves allegations of bad faith bargaining, and enforces collective bargaining agreements by evaluating and prosecuting Unfair Labor Practice (ULP) charges.

Federal Mediation and Conciliation Service (FMCS). Federal Agency authorized to mediate federal collective bargaining disputes. FMCS may not impose settlements.

Federal Services Impasses Panel (FSIP). An independent Agency within the FLRA, the FSIP is empowered to impose settlements in federal collective bargaining disputes.

Formal Discussion. A discussion between one or more representatives of the Employer, and one or more bargaining unit Employees, or their representatives, concerning any current grievance, or any personnel policy or practices, or other general conditions of employment.

Flexible (FLEX) Employee. Employees hired for continuing or temporary positions from zero (0) to forty (40) hours per week on either a scheduled or as-needed basis.

GOV. Government Owned Vehicle.

Joint Travel Regulation (JTR). Establishes pay and entitlement regulations policy for official travel within the Department of Defense.

Leave Without Pay (LWOP). Excused absences in a leave without pay status. LWOP may be granted to Employees receiving appropriate workers' compensation benefits, for military service, or other reasons approved by the head of the local NAFI.

Letter of Counseling (LOC). A letter of counseling documents a written concern by management about the unsatisfactory performance or behavior of an employee. A LOC is not a disciplinary action and is neither grievable nor appealable. A LOC is not included in the Employee's OPF unless it is used subsequently as a basis for disciplinary action.

Local Union or Local. A component labor organization of the AFGE, which acts as the exclusive representative of the bargaining unit, except as otherwise provided in the Agreement.

Mediation. The process of assisting the Parties to overcome a dispute or bargaining impasse to reach a voluntary agreement.

Memorandum of Understanding (MOU). The document resulting from bargaining during the term of this agreement to evidence an understanding or interpretation of an existing term or policy.

Memorandum of Agreement (MOA). The document resulting from bargaining during the term of this agreement to evidence a supplemental agreement between the parties.

Negotiate. Meet and confer, bargain, or otherwise communicate for the purpose of discussion and settlement of a collective bargaining agreement.

Nonappropriated Fund Instrumentality (NAFI). Activities operated with Nonappropriated Funds.

Nonappropriated Fund Human Resource Office (HRO). The personnel office that services Air Force NAF employees.

Nonappropriated Fund Employees. Persons who are employed in and receive compensation from a NAFI.

Non-Exempt Employees. As defined by the Fair Labor Standards Act.

Official Personnel Folder (OPF). The official personnel record of a NAF Employee maintained by the NAF HRO under applicable law and regulations.

Official Time. Duty time that is granted to Employees acting on behalf of the exclusive representative to perform representational duties, authorized by the Statute or this Agreement, without loss of pay or charge to an Employee's leave account. Official time will not be granted for internal Union business, as defined by Section 7131 of the Statute.

Office of Personnel Management (OPM). Federal Agency with rule-making authority responsible for most government wide regulations applicable to the Federal Agencies.

OSHA. Occupational Safety and Health Administration.

Other-Job-Related Duties. Other-job-related duties are incidental tasks directly related to a position, but not specifically included in a position description and/or position guide.

Proposal. An offer to incorporate a specific provision or series of provisions by the Union or Employer.

Past Practice. Existing practices sanctioned by use and acceptance, which amount to conditions of employment even though not specifically included in this Agreement. In order to constitute a binding past practice: (1) the practice must be a condition of employment; (2) the practice must be consistently exercised for an extended period of time; and (3) followed by both Parties or followed by one Party and not challenged by the other Party so long as the other Party knew of

the practice. If a practice does not constitute a condition of employment under applicable law, then it may not become a condition of employment through practice or agreement.

Performance Award. An annual pay increase, cash award, or time off with pay award based upon the Employee's performance rating.

Performance Appraisal Period. The period of time during which an employees' performance will be reviewed and a final rating complete.

Position. A specific job title, series, and grade held in a NAF activity.

POV. Privately Owned Vehicle.

Probationary Period. A trial period to determine the Employee's effective level of performance and overall fitness and suitability for continued employment. Under Agency regulations, as required by the position. Separation during probationary period is not a disciplinary action and not subject to grievance procedures.

Reprisal. Unwarranted action taken against an employee because of participation in a protected activity.

Representative. Any Union official or representative designated to represent it or its bargaining unit members.

Representational Duties/Functions. Activities undertaken by Employees, acting on behalf of the Union, for purposes of fulfilling representational rights and duties, as defined in Section 7114 of the Statute.

Regular Employee. Employees hired for continuing positions with a regularly scheduled workweek of twenty (20) to forty (40) hours.

Seniority. Length of service based upon the NAF Service Computation Date (SCD).

Supervisor. Individuals employed by the Agency that have authority, in the interest of the Agency to: (1) hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove Employees; (2) adjust Employee grievances, or to effectively recommend such action. The exercise of this authority must be more than clerical in nature, and requires the consistent exercise of independent judgment.

Supervisor's Employee Work Folder (AF Form 971). A six-part folder used by supervisors to maintain documentation on employees. Folder includes personal information on employee.

Time Limits. Calendar days, unless otherwise specified, beginning with the day after an event, a required notice, meeting, expiration of a period, etc., as described in the labor Agreement.

“The Statute”. The “Statute” refers to the Federal Labor-Management Relations Statute enacted at Title VII, Public Law 95-454, and codified Chapter 71 of Title 5, United States Code (U.S.C.) as amended.

ULP (Unfair Labor Practice). Conduct prohibited by Federal Law regulating relations between Employers, Employees, and Labor Organizations.

Union Representative. The individual appointed by the Union to represent the interests of one or more employees and/or the Union.

Whistleblowing. Refers to the prohibited personnel practice of unlawful reprisal for protected disclosures defined by Section 2302(b)(8) of Title 5, United States Code, and implementing regulations administered by the United States Office of Special Counsel. In accordance with Chapter 81, of Title 10 U.S.C., NAF Employees or applicants for NAF employment may not be impeded from disclosing information to an appropriate authority. See www.osc.gov

Work Day. A workday is a day that work is performed during the workweek, usually Sunday through Saturday.

VDT. Video Display Terminal.

ARTICLE 1

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1: The Employer hereby recognizes that the Union is the exclusive representative of all employees employed within the unit, as defined in Section b below, and the Union hereby recognizes its responsibility of representing the interest of all such employees without discrimination and without regard to union membership with respect to grievances, personnel policies and procedures or other matters affecting their general working conditions, subject to the express limitations set forth in this Agreement.

Section 2:

Included: All Air Force Nonappropriated Fund (NAF) employees employed by Nonappropriated Fund Instrumentalities (NAFI) at Edwards Air Force Base, California.

Excluded: Professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2),(3),(4),(6) and (7); and other non-professional employees.

Section 3: The provisions of this Agreement shall be binding on the parties for an expansion of operations by the Employer to the extent that such operations affect employees within the unit.

Section 4: The Parties agree that to extent this contract conflicts with Agency regulations, the contract will prevail. It is understood that laws and government wide regulation would take precedent to the extent required by law.

ARTICLE 2

GOVERNING LAW AND REGULATIONS

Section 1: In the administration of all matters governed by this Agreement, Officials and Employees shall be governed by applicable law, government-wide regulations, Agency of Defense (DoD) and Agency of the United States Air Force (USAF) regulations in existence of the effective date of this Agreement.

Section 2: Any part of this Agreement that conflicts with any future laws or regulations of appropriate authorities will be subject to prompt negotiation between the Parties to bring this Agreement into conformance with such laws and regulations.

Section 3: Whenever this Agreement or an MOA or MOU is renegotiated or renewed, it must be brought into conformance with applicable government-wide, DoD, and USAF regulations then in existence.

ARTICLE 3

RIGHTS OF THE EMPLOYER

Section 1. Management officials of the Employer retain the right, in accordance with applicable law:

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

b. In accordance with applicable laws:

(1) 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;

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

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

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

(b) Any other appropriate sources; and

(4) To take whatever actions may be necessary to carry out the Agency mission during emergencies.

Section 2. The Parties agree that nothing in this agreement obligates or precludes the Employer, at each subordinate NAF Activity, from electing to negotiate matters falling within 5 USC 7106(b)(1). An election by a NAF Activity to negotiate matters falling within 5 USC 7106(b)(1) shall be applicable only to that activity making such election and shall in no way be construed by any Party to this Agreement, or any third party, as obligating or precluding the Agency's subsequent elections at any level to negotiate such matters.

ARTICLE 4

UNION RIGHTS AND RESPONSIBILITIES

Section 1. AFGE Local 1406 is the sole and exclusive bargaining agent for the employees in the unit. The Union is entitled to act for, and negotiate collective bargaining agreements covering all employees in the unit. The Union shall have the right and the responsibility to represent all Employees in the unit; to present its views to the Employer on matters on concern either orally or in writing and to have such views considered in the formulation, development, and implementation of personnel policies or practices which are within the authority of the Employer; to consult and/or negotiate as appropriate with the level of management which can authorize the change with the objective of reaching an agreement.

Section 2. The Union shall be notified in advance by the Employer and shall be given the opportunity to be represented at any scheduled meeting held by officials of the Employer with representatives of any other labor organization or special interest group which may request such a meeting when the subject to be discussed involves personnel policies or practices affecting the employees in the unit or when it could affect the rights and obligations of the Union as the exclusive representative of such employees.

Section 3. The Union shall have the opportunity to have an observer present during any discussion of grievances between management and employees or employee representatives and to make known the views of the Union, while the representative may participate in the meeting, the representative will not disrupt the meeting.

Section 4. As provided by Chapter 71 of the Statute, and this Agreement, the Union retains the right to:

- a. Determine the Local's organizational structure;
- b. Designate representatives of the Union;
- c. Determine the Union responsibilities of Union representatives;
- d. Retain, suspend, or relieve Union representatives from their assigned representational duties; and

e. Determine the Union's internal procedures, means and methods by which representational duties are performed under the provisions of this Agreement.

Section 5. Union will notify Employer of the names of its Officers and Representatives who are authorized to act on behalf of the Union in any phase or proceedings authorized under this Agreement. The Union will provide this information in writing on a quarterly basis, and as changes occur. Employer will provide reasonable advance notice to the Union concerning any transfer or detail of a Union Officer or Representative.

Section 6. The Union will be afforded an opportunity to make a presentation of up to fifteen (15) minutes during new Employee orientation. The Employer will provide notice of the orientation date within ten (10) working days of the meeting. The Employer will schedule the Union the final fifteen (15) minute period. The Union may request voluntary participation of the attendees for additional information after their presentation. The Employer will provide an appropriate space for the Union to host this voluntary event, normally the same room as where the orientation is held.

Section 7. Consistent with the Statute and Article 11 of this Agreement, the Employer will notify the Union prior to changing conditions of employment of bargaining unit employees. All notifications will be in writing to the Union President or designee with sufficient information to allow the Union to exercise its full impact and implementation bargaining rights.

Section 8. The Union is responsible for representing the interest of all employees in the unit. The Employer will afford the Union the opportunity to be represented at any formal discussion between one or more representatives of the Employer, and one or more employees of the unit or their representative, concerning any current grievance, or any personnel policy or practices, or other general conditions of employment.

a. For formal discussions dealing with current grievances, the Employer will identify the grievant and provide the assigned Union Steward with reasonable advanced notice of the meeting.

b. For formal discussions dealing with matters other than grievances, i.e., personnel policies, practices, and other matters affecting working conditions, the Employer will provide the Union with reasonable advanced notice of the meeting. For purposes of this Agreement, a manager's meeting with bargaining unit employees to discuss the abolishment of Alternate Work Schedules, or a new call-in procedure are examples of such formal discussions. A manager's meeting to discuss operations or make work assignments, or a "meet-and-greet" to introduce a new supervisor (where no personnel policies are addressed) are examples of meetings that do not constitute formal discussions.

Section 9. Employee Representatives of the Union may solicit on behalf of the Union during the non-work time of the representatives and employee(s) involved. The Union may distribute literature to employee(s) in non-work areas during non-work time, e.g., before and after working hours, lunchtime and scheduled breaks. The distribution shall comply with safety and security

practices and regulations. Management officials will not arbitrarily or capriciously remove Union distributed literature.

Section 10. The Union will be permitted active participation and representation on committees that significantly impact the conditions of employment of unit employees.

Section 11. 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 appropriate management official. Wherever possible, problems on such requests will be worked out on a case by case basis. Where the Employer so requests, the Union will provide clarification of the issues in the grievance or other issue to be resolved. Management will furnish data or any explanation why it will not be provided within ten (10) days of receipt of the request. Personal records on an employee will not be released unless the request is accompanied by a written designation of the Union as the representative of the Employee in the matter described.

Section 12. The Union will have the right to develop and distribute to each employee by Agency provided means (i.e., e-mail and bits) that reasonable will assure that each employee will receive copies of information of employee rights under the contract and the law.

ARTICLE 5

RIGHTS OF EMPLOYEES

Section 1. Each Employee has the right, freely and without fear of penalty or reprisal, to form, join and assist a labor organization or to refrain from any such activity, and each employee shall be protected in the exercise of this right. Except as otherwise expressly provided, the right to assist a labor organization extends to participation in the management of the organization and acting for the organization in the capacity of an organization representative, including presentation of its views to officials of the executive branch, the Congress, or other appropriate authority. The Employer shall take the action required to assure that employees in the unit are apprised of their rights and that no interference, restraint, coercion, or discrimination is practiced within the unit to encourage or discourage membership in a labor organization.

Section 2. Nothing in this Agreement shall require an employee to become or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction. The requirements of this Section apply to all supplemental, implementing, subsidiary, or informal agreements between the Employer and the Union.

Section 3. In an atmosphere of mutual respect, all employees shall be treated fairly and equitably and without discrimination in regard to their political affiliation, Union activity, race, color, religion, national origin, gender, sexual orientation, marital status, age, or non-

disqualifying handicapping conditions. Employees will also be afforded proper regard for and protection of their privacy and constitutional rights. It is therefore agreed that Management will endeavor to establish working conditions which will be conducive to enhancing and improving employee morale and efficiency.

a. Instructions will be given in a reasonable and constructive manner. Such guidance will be provided in an atmosphere that will avoid public embarrassment or ridicule. If an employee is to be served with a warrant or subpoena, it will be done in private without the knowledge of other employees to the extent it is within Management's control.

b. No disciplinary or adverse action will be taken against an employee upon an ill-founded basis such as unsubstantiated rumors or gossip.

c. No employee will be subjected to intimidation, coercion, harassment, or unreasonable working conditions as reprisal nor be used as an example to threaten other employees.

d. When employees receive conflicting orders, they have a right to follow the last order given as long as they advise the Management official who issued the latest order that there is a conflict.

Section 4. Employees have the right to contact a Union Official and Union office during working hours, provided employees receive permission from their immediate supervisors. Authorization for leaving the work site will be given promptly, if it is necessary to leave the site and operating circumstances permit the supervisor to excuse the employee. In those cases where there is a delay the employee will be allowed to contact a Union official within twenty-four (24) hours of said incident.

Section 5. Since most concerns or complaints can be resolved through direct communication of the issue, the Parties will encourage employees to discuss their concerns with their immediate supervisor, Union representative, or appropriate management official. Employees have an independent right to communicate with the appropriate member of the following offices of the Employer:

a. NAF HRO

b. Second-level supervisor or management official in the employee's supervisory chain for matters other than grievances or other complaints

c. Equal Opportunity Office (EO)

d. Safety Office

Section 6. There will be no reprisal against an employee for disclosure of protected "whistleblower" information as stated by applicable law and regulation.

Section 7. Employees have the right to be informed of the person or position which is responsible for each of the following: directing their work assignments, granting of leave, assessing their performance and clear direction on who entertains a first step grievance. The Employer will inform employees during their supervisor orientation or within a reasonable amount of time whenever changes occur. As soon as practical upon reassignment or promotion, an employee's immediate supervisor will introduce the employee(s) to the Union representative located in the workspace.

Section 8. Management recognizes an employee's right to assistance and representation by the Union, and the right to meet and confer with Union representatives in private during duty time, consistent with this Agreement. If the employee cannot be released immediately, the employee will be released as soon as possible, subject to workload but not more than twenty-four (24) hours from the request. If such release is not made, appropriate relief from time frames will be afforded. The Agency agrees to annually inform all employees of the right to Union representation under 5 USC 7114(a)(2)(B) by postings on official bulletin boards and other appropriate means. Unit employees are entitled to have a Union representative present, upon request, when an employee presents a grievance or appeal to the Employer, or is being interviewed in a pre-action investigation or is the subject of any disciplinary action by the Employer.

a. An employee who elects not to be represented by the Union in a grievance or appeal will notify the Union of the decision in writing. Consistent with the Statute, the Union has an independent right to attend formal discussions. In such cases, the Employer will notify and allow the Union an opportunity to attend such grievance or appeal meetings.

b. If a supervisor is discussing a matter with an employee and the employee reasonably believes that the matter may lead to disciplinary action against him, the employee may request the presence of a Union representative.

c. Each employee is entitled and encouraged to bring matters of personal concern to the attention of their immediate supervisor.

Section 9. The general policy for an employee to dispute a work assignment by the Employer is for the employee to perform the work and grieve the matter later unless performance would require the employee to violate the law, safety regulations or would cause bodily harm to the employee.

Section 10. Employees directed or approved to use personal provided equipment or services to perform Agency work will be reimbursed for any costs incurred or paid for any wear and tear on private property.

Section 11. Employees directed or approved to use personal vehicles, to perform Agency work, will be paid in accordance with JTR for mileage and maintenance.

Section 12. No electronic recordings of any conversation, between a bargaining unit employee and Agency official may be made without mutual consent except for Inspector General

Investigations or other law enforcement investigations. When a recording is made, the employee will be given the opportunity to review the transcript for accuracy and will be provided with a copy of the tape and transcript if one is made. Information obtained in conflict with this Section will not be used as evidence against any employee.

The Employer will not conduct surveillance on employees without making them informed of the surveillance unless the Agency has a legitimate investigation reason. In the event surveillance is conducted in connection with a legitimate investigation all recordings either audio or video will be given to the employee and/or the employee's representative at the time of any proposed action.

Employees recorded as part of other than a legitimate investigation will not have the recordings or any fruit of the recording used in any proceedings against any employee of the Agency covered by this contract.

Section 13. Employees have the right to present their views to Congress, the Executive Branch, or other authorities and to otherwise exercise their First Amendment rights without fear of penalty or reprisal.

Section 14. Employees have a right to be made aware of and receive copies of any information specific to them personally maintained under their name and/or social security number. This includes any documentation which is not covered by official records referenced in this Agreement.

Section 15. Employees shall have the right to direct and fully pursue their private lives, personal welfare, and personal beliefs without interference, coercion, or discrimination by the Employer so long as such activities do not conflict with job responsibilities.

Section 16. Employees, individually and collectively, have the right to expect, and to pursue, conditions of employment which promote and sustain human dignity and self-respect.

Section 17. The Agency agrees that groups of meetings of employees serve as a useful means of communication and agrees that regular and periodic (preferably monthly) group meetings will be held within each service, department, or unit to discuss concerns of both the Agency and employees. The Union shall be notified of such meetings and given the opportunity to attend.

Section 18. Employees detained as a result of a gate inspection, security exercise or a real life event, who are caused to be late will not be docked pay or disciplined as a result of being late if they have acted within a reasonable time frame to arrive at work.

Section 19. In the event employees are directed or approved to provide personal equipment to accomplish work the Parties agree to bargain the associated issues at that time.

ARTICLE 6

BREAK AND EATING AREAS

Section 1. The Employer will identify specific indoor areas to serve as activities for employees for meals and break purposes. Equipment such as chairs, tables and waste receptacles, refrigerators, microwaves will be furnished by the Employer. Consistent with the needs of the activity, the Employer may provide additional equipment, such as television or computer terminals, to provide a space for employees to relax. However, the business needs of the activity and the space available at the work site may restrict this benefit. If a reasonable space is not available at the work site for meals and breaks, then the Employer will provide alternate accommodations to the affected employees.

Section 2. NAF activities will conform to applicable laws, regulations, and safety policies.

ARTICLE 7

PAYROLL WITHHOLDING OF UNION DUES

Section 1. Deduction(s) will be made by the Employer from the eligible employee's pay only under the conditions described below for dues alone. The Employer will deduct Union dues from the pay of all bargaining unit members who voluntarily request and authorize such deductions on Standard Form 1187, *Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues*, (SF-1187) in accordance with the provisions of this Article, and shall remit such deductions to the Union as set forth in this Article. The withholding of dues will commence the first full pay period following the Employer's receipt of the employee's SF-1187.

Section 2. The amount of deduction shall be the latest amount as certified by the Union to the Employer per eligible employee per biweekly pay period. The amount of the Union dues shall be certified by the Union, in writing, to the Human Resources Office (HRO). Changes shall be certified as above to the Employer, and the new amount(s) will be withheld during the first full pay period beginning not less than five (5) calendar days after receipt of the information by the Employer's designated representative.

Section 3. Dues withheld will be remitted to the Union not later than seven (7) calendar days following payday. The remittance may be made by electronic funds transfer, if feasible. With each remittance, the Employer will provide a statement, which shall contain the following information:

- a. Identification of the Employer;
- b. Identification of the Union;

c. Employee ID numbers and names for whom deductions were made and the amount of deduction of each;

d. Employee ID numbers and names for whom deductions was authorized but not made, and reason therefore; and

e. Total amount of withheld and remitted.

f. Should an employee have authorized dues deduction, and a deduction is not made for a pay period, the listing will reflect a zero payment for that employee.

Section 4. The Union shall designate in writing to the HRO, the official to whom remittance checks and/or an account number for Electronic Fund Transfer will be sent. Changes of the designated official, address, or account will similarly require written notice from the Union.

Section 5. Only SF 1187 shall be used for the purposes of authorizing an allotment. It shall be the responsibility of the Union to make these forms available to its bargaining unit members, to certify as to the amount of its dues, and to deliver the completed form to the HRO. After processing by the Employer, the original will be maintained in a separate file.

Section 6. The Employer will terminate an allotment:

a. Upon request of the employee via SF 1188 cancellation of payroll deductions in the thirty (30) calendar days before their one (1) year membership anniversary date;

b. As of the beginning of the first full pay period following receipt of notice that recognition of exclusive representative has been withdrawn;

c. At the end of the pay period during which an employee is separated from the Employer's rolls through death, retirement, transfer, resignation or other cause, or leaves the bargaining unit as a result of a personnel action;

d. At the end of the pay period during which notice is received from the Union that the employee has been suspended or expelled. It shall be the responsibility of the Union to notify the HRO, within ten (10) calendar days after a member is expelled or for any reason ceases to be a member in good standing and for whom dues deductions are being made.

Section 7. Revocation of allotment authorization (SF 1188) should be presented to the HRO after it has been signed. The opportunity to drop membership after the one (1) year membership shall be honored on the anniversary month of the member's enrollment.

a. After receiving an SF 1188 cancellation of payroll deductions the Agency will send a true copy of the form to the Union President or designee within five (5) workdays of receiving the form.

Section 8. If the amount of the dues is changed by the Union, the Employer's designated representative will be notified of the new rate(s) in writing by the President of the Local and the effective date. The new amount(s) will be withheld during the first full pay period beginning after receipt of the information by the Employer's designated representative. Not more than two (2) such changes may be made in any twelve (12) month period.

Section 9. Employer will notify the Union when an employee is removed from the bargaining unit, with an appropriate designation, such as reassignment, promotion, or resignation. When an employee is removed from the bargaining unit, the Employer shall cease taking payroll deductions out of the employee's pay.

Section 10. In the event leave and earning statements are produced in house; employee LES will have a reference in the comment block to read as: bargaining unit employees of the Air Force Test Center, Nonappropriated Fund are represented by the American Federal of Government Employees, AFL-CIO Local 1406. You have the right to have a representative present during any questioning by an agent of the Agency in connection with an investigation; the Union's phone number is 661-277-4301.

ARTICLE 8

ORIENTATION IN LABOR-MANAGEMENT RELATIONSHIPS

Section 1. The Employer agrees that during employment processing, new employees hired in the unit shall be informed of the existence of the bargaining unit, their right under the Reform Act, and applicable Air Force regulations, this Agreement, and introduced by management to the Union steward for the activity to which the employee is assigned. If the steward is available at a later date, they shall be introduced to any new employee assigned to his/her fund area.

Section 2. The Employer agrees to post a copy of this Agreement and changes thereto on at least one (1) bulletin board in each activity to which employees have access. Activity managers shall make a copy of the Agreement and any changes thereto available for review by an employee in the unit upon request, within sixty (60) days after approval of this Agreement.

ARTICLE 9

EQUAL OPPORTUNITY

Section 1. The Employer and the Union support the principles of equal opportunity in employment for all persons, to prohibit discrimination because of race, color, sexual orientation, religion, sex, age, mental or physical disability or national origin. The Parties agree to promote

the full realization of Equal Opportunity through a positive and continuing effort; and to remind employees of a need to display civility in their dealings with their co-workers.

Section 2. The Employer recognizes that characteristics unrelated to work, such as sexual orientation, marital and parental status, political affiliation, family relationships, personal favoritism are not appropriate considerations for such employment decisions.

Section 3. It is agreed that a Union official will be granted official time to serve as a representative to the appropriate installation Diversity Council.

Section 4. In any case where unlawful discrimination is found to exist, corrective action will be taken in accordance with EO policies and procedures.

Section 5. Employees may pursue discrimination complaints through the negotiated grievance procedure or the EO process, but not both, and that the employee is entitled to a Union representative at all stages of the complaint process.

Section 6. Employees will have access to AFTC EO policies, regulations, and guidance describing the Employer's complaint process. The Employer will continue to inform employees concerning the EO Program and Policies. The Employer will assist with processing EO complaints promptly, fairly, and consistent with applicable law and regulation.

Section 7. Upon official written notification by the AFTC EO, the Employer will notify the Union of the establishment or changes to any Alternate Dispute Resolution (ADR) program or other EO Program that affects the working conditions of bargaining unit employees, prior to implementation.

ARTICLE 10

UNION-MANAGEMENT COOPERATION

Section 1. Either Party desiring or having a requirement for consultation shall give advance notice to the other, including a statement of the subject matter to be discussed and the problem, if any, which generated the need for discussion.

Section 2. Should either Party to this Agreement request a meeting with the other, it is agreed that they shall meet promptly in an effort to resolve the matter which has created the concern.

Section 3. The Parties agree that within ninety (90) days of the effective date of this Agreement to establish a partnership council within the Edwards NAF. The Parties shall be allowed four (4) representatives on the council and each Party may have at least one (1) advisor from outside NAF.

a. The partnership council will take up as its first order of business the development of a charter outlining the objectives, goals, implementation procedures for programs developed and the mission of the partnership council.

b. The partnership council will have a standing agenda item 1) developing innovative cost savings programs, 2) developing programs to increase productivity, and 3) ways to improve morale.

c. In all partnership council activities the Parties agree that the intent is to have a forum, allowing the Parties to work together to improve the overall mission capabilities of the Edwards AFB NAF.

ARTICLE 11

MATTERS APPROPRIATE FOR NEGOTIATION

Section 1: Matter appropriate for consultation and negotiation between the parties are policies, programs, and procedures pertaining to working conditions which are within the discretion of the Employer, including, but not limited to safety, training, labor-management cooperation, employee services, methods of adjusting grievances, appeals, leave practices, promotion plans, demotion practices, pay practices, reduction in force practices and hours of work.

Section 2: When changes are within the discretion of the Employer are to be made in policies, practices, and procedures affecting working conditions of Bargaining Unit Employees, the Union will be notified. If the Union wishes to negotiate over the change, the Union will submit written proposals to Chief Human Resources or their designee, within 20 (twenty) calendar days of the notification.

a. When the Union receives notice of a proposed change and requires more information in order to make a proposal(s) or to determine if proposals are in order, it shall request the information, if within 10 (ten) days of notification. The time limit to demand to bargain will then be extended by the number of days required by Management to furnish the information to the Union.

Section 3: The Employer will negotiate as appropriate with the Union before making changes of prior benefits, practices, and understandings which have been mutually acceptable to the Employer and the Union but which are not specifically covered by this Agreement. These will be limited to matters appropriate for negotiations.

a. If the Union does not submit a timely demand to bargain, or timely proposals, the Employer may implement the proposed changes.

b. The Parties shall jointly determine an appropriate schedule for negotiations within five (5) calendar days of the demand to bargain.

c. Negotiations will be conducted at a facility provided by the Employer.

d. Time limits may be extended by mutual agreement of the Parties.

Section 4: Any agreement reached pursuant to negotiations during the term of this Agreement shall be reduced to a Memorandum of Agreement (MOA) or Memorandum of Understanding (MOU), and signed by the parties. MOAs and MOUs shall become a part of this Agreement upon execution by the Parties.

Section 5: All MOAs and MOUs shall terminate with the expiration of this Agreement, however, any and all MOUs negotiated during the term of this Agreement will be considered past practice provided they are in conformance with applicable law and regulations then in existence.

ARTICLE 12

HOURS OF WORK

Section 1. Hours of Duty:

a. Administrative Workweek: The administrative workweek will consist of seven consecutive days extending from 0001 Sunday through 2400 hours the following Saturday. The basic workweek shall normally be five (5) days, Monday through Friday. Uncommon tours of duty which include Saturday or Sunday or both may be required where operations extend over more than five (5) days of the administrative workweek. The occurrence of a holiday shall not affect the designation of the basic workweek.

b. Basic Workweek: Within the administrative workweek, the basic workweek for the Employees subject to this Agreement will not exceed forty (40) hours, exclusive of meal periods. Whenever possible, two (2) consecutive days off will be provided in each administrative workweek to regular Employees. However, the basic workweek may be scheduled over a period of six (6) days provided the total weekly scheduled hours do not exceed forty (40) hours. The normal workday will not exceed ten (10) hours a day, and may extend over two (2) calendar days if NAFI operations require. Regular category Employees will not be scheduled to work less than twenty (20) hours per week if the facility is in operation that length of time and his/her services may reasonably be required. When work schedules are adjusted, consideration will first be given to revising up to or toward forty (40) hours per week the schedule of regular Employees. The two (2) days outside the basic five (5)-day workweek will be consecutive unless otherwise requested by an Employee and approved by management or unless necessary to comply with other provisions of this Agreement. Where uncommon tours of duty are in effect, the scheduling of rest days will be accomplished on a volunteer basis so far as possible. Where two (2) or more

persons wish to have the same rest day and position skills are not a determining factor, assignment will be made on the basis of seniority as determined by the Service Computation Date (SCD).

c. Alternative Work Schedules (AWS): In some instances, the use of flexible and compressed work schedules may benefit both Parties. In accordance with Agency regulations, Heads of local NAFIs may establish AWS for regular Employees, including flexible and compressed work schedules as stated in Article 14. When AWS are established, non-exempt Employees may only receive FLSA overtime if they work more than eighty (80) hours in a two (2)-week pay period. When it is determined that an AWS will be utilized, the Employer will notify the Union in writing. In addition to any Union rights under the Statute, the Employer will discuss an individual determination upon request. Employees may request either an AWS or a CWS by submitting the request to their supervisor. Absent any foreseen Agency impact the AWS work schedule will be granted. If the supervisor has a valid concern of adverse Agency impact the Union and the Agency will work to resolve the foreseen impact. If the Parties are not able to resolve the issue, the matter may be referred to the appropriate source for resolution.

d. Split Shifts: The Employer will not normally require involuntary “split shift” assignments. However, the Parties recognize that some unique positions require such assignments as a matter of business necessity. The Employer will make a reasonable effort to minimize the adverse impact of such assignments. Employees may request reassignment from these positions, or reductions in their working hours subject to the requirements of the position.

Section 2. Employee Schedules

a. The Basic Workweek: The basic workweek will be scheduled for a period of not less than two (2) weeks. The schedule containing days and hours of work will be posted seventy-two (72) hours in advance of its effective date, and will be maintained by the Employer. An Employee’s basic workweek will not be changed without notice of at least seventy-two (72) hours before the first administrative workweek affected by the change, except when shorter notice is beneficial to the affected Employees, or required due to unforeseen circumstances. It is the Employer’s responsibility to communicate such changes to the affected Employees.

b. Shift Changes:

1) When the Employer proposes to adjust the starting and/or quitting time of an established shift in accordance with AFMAN 34-310 and such change is within the discretion of the Employer, the Union will be notified and afforded the opportunity to submit proposals in accordance with Statute and this labor Agreement.

2) When the Employer plans to cancel or establish a shift and the action will result in significant adverse impact on bargaining unit Employees, the Union will be notified and afforded the opportunity to submit proposals to the fullest extent allowed by law.

3) When management finds it necessary to change the shift or tour of duty of one or more bargaining Employees, Employee will be afforded a seventy-two (72) hour notice. Notification to the Employee(s) will be made in writing and in accordance with AFMAN 34-310, this Agreement and other applicable laws, rules, and regulations.

4) Late Schedule Changes. The Employer will make a reasonable effort to avoid same-day changes to the posted work schedule, and such changes will not be made in the normal course of operations. However, the Employer may make such changes in response to unforeseen circumstances, or as necessary to respond to critical need. For example, the Employer may change the schedule to respond to a manpower shortage when Employees call in sick unexpectedly. Likewise, the Employer may make such a change to respond to the unexpected arrival or redeployment of supported service-members that will greatly increase or decrease the need for services to potential patrons of NAFI activities. In such cases, the Employer will provide as much advanced notice as possible to the affected Employees. If a late schedule change due to unforeseen circumstances is expected to require an assignment of more than two (2) hours, Employer will make such assignments in the same manner as overtime in this Agreement.

5) Employees in the same job skills and grade level of the same NAFI may exchange days off and shift assignments for periods of short duration, but in any event not more than two (2) consecutive work weeks, by mutual consent and with the approval of their immediate supervisor. Approval of such an exchange may not be granted if overtime may result there from. Upon approval of the exchange, Employees involved will be responsible for reporting at the proper time to the shift to which being exchanged.

Section 3: The occurrence of a legal holiday shall not affect the designation of the basic workweek. The Employer will not change an Employee's regular schedule solely to avoid holiday pay.

Section 4: Employees may, for short periods of time, work in excess of their normal tour of duty, due to unforeseen circumstances, when the need arises. For example, short term assignment at the end of a work shift that is necessary to respond to the unexpected absence or "no show" of an Employee for the next work shift until an excess-hours assignment can be made or when such an assignment is not practical. It is in the best interests of both the Employee and the Employer to provide the Employee with as much advance notice as possible. If working additional hours would cause an undue hardship for the Employee(s), the Employer may ascertain the availability of other regular Employee(s) of similar position title, series, grade or qualifications. If other such Employee(s) (in sufficient numbers) are willing to work, the Employer may excuse the affected Employee.

Section 5: Each organizational element will determine and allow, as required by the nature of the job, a reasonable amount of time for Employees to clean up prior to the lunch period and at the end of the workday. In the same manner, a reasonable amount of time will be allowed Employees to clean work area, tools and equipment, and store tools and equipment. A reasonable amount of time will be allowed within the established tour of duty to change into and from required uniforms or special work clothing.

Section 6: Regular meal or lunch periods will normally be established at no less than thirty (30) minutes nor in excess of one (1) hour, and will not be considered as time worked. No Employee will be required to work more than six (6) consecutive hours without a meal period. The

Employer will not restrict an Employee's movement during the lunch period of the Employee. Non-paid meal times are the Employee's own time and shall not be interfered with nor shall Employees be prevented from leaving their work area during this time. On-the-job paid meal periods will be authorized only when it is not reasonably practical or economical to provide a normal meal period. In such cases, Employees will be authorized a twenty (20)-minute on-the-job meal period during a designated period, normally the same time each workday, in which they may have their meals. Such meal periods are considered as time worked and must be taken on or near the Employee's work station. Changes to meal periods shall be as provided in Section 2.

Section 7: All Employees shall take one (1) rest break of fifteen (15) minutes duration for every four (4) hours worked, approximately half way through the four (4) hours. An Employee, whose rest break is delayed due to legitimate work requirements, as determined by the immediate supervisor, will not be delayed more than thirty (30) minutes.

Section 8: At no time will the paid break(s) be combined with the unpaid meal period. Additionally, such rest and meal periods cannot be accumulated used to leave early, or come in late, unless agreed to by both the Employee and Supervisor.

Section 9: Under justifiable circumstances and at the discretion of supervision, occasional unavoidable tardiness of less than one (1) hour upon reporting for work may be excused. Tardiness which has been excused or charged to annual leave may not be a basis for disciplinary action, but may be used to establish a pattern for a proposed action.

ARTICLE 13

FLEXIBLE EMPLOYEES

Section 1. Flexible (FLEX) Employees serve in either continuing or temporary positions for zero (0) to forty (40) hours per week on either a scheduled or as-needed basis. FLEX Employees are a separate category of NAFI Employees. Under Agency regulations, FLEX Employees are not entitled to participate in NAF benefits programs, nor are they entitled to earn sick or annual leave. FLEX Employees are entitled to participate in the Tuition Assistance Program as referenced in the Employee Benefits Article.

Section 2. FLEX Employees are subject to the same attendance requirements as regular Employees.

Section 3. The Employer will furnish FLEX Employees with a copy of their position description and inform them of the general conditions of employment.

Section 4. The Parties recognize that Regular Employees have significantly greater access to Employee benefits, entitlements, and protections than FLEX Employees under Agency regulations and this agreement. FLEX Employees may be converted to Regular status at the

discretion of the Employer in accordance with applicable laws and regulations. Some regular status seasonal positions may not be suitable for regular status. (for example: summer lifeguard positions).

Section 5. The Employer will consider flexible employees for conversion to regular status subject to business needs of the activity and the performance level of individual Employees. The Employer will conduct a semi-annual review of flexible workforce hours in accordance with the applicable rules and regulations. If an employee works more than 720 hours within a thirteen (13) pay period time frame, which is pay period 1-13 and 14-26, the flexible employee will be changed to regular unless he/she elects in writing to decline regular status in order to keep his/her Military Spouse Preference (MSP).

Section 6. Except for emergencies, the Employer will notify FLEX Employees at least five (5) working days notice prior to separation for non-disciplinary reasons. Separation of a FLEX Employee during a Business-Based Action is not subject to the provisions of Article 38, but will be effected in accordance with Agency regulations.

ARTICLE 14

ALTERNATE WORK SCHEDULES

Section 1 - Purpose

This Article shall be administered in accordance with Title 5, United States Code (USC), Chapter 61; Title 5, Code of Federal Regulations (CFR), Parts 610 and this Agreement. The purpose of this Article prescribes the policies covering Alternate Work Schedules (AWS) for Regular Employees in accordance with applicable law and regulation.

Section 2 - Definitions

a. **Administrative workweek** means any period of seven (7) consecutive twenty-four (24) hour periods designated in advance by the head of the Agency under 5 USC 6101.

b. **Adverse Agency Impact** is the condition for which the Agency may cancel an alternative work schedule, or exclude some positions or employees from an alternative work schedule. Adverse agency impact means a reduction of the productivity of the Agency, a diminished level of services furnished to the public by the Agency, or an increase in the cost of Agency operations (other than a reasonable administrative costs relating to the process of establishing an AWS).

c. **Alternative work schedule (AWS)** means both flexible and compressed work schedules.

d. **Basic work schedule** means the number of hours, excluding overtime hours, a regular Employee is required to work or to account for by charging leave, credit hours, excused absence, holiday hours, compensatory time off or time off as an award. For regular Employees, the basic work schedule is eighty (80) hours per biweekly pay period. A regular Employee's basic work schedule is the number of hours the Employee is scheduled to work in a biweekly pay period.

e. **Biweekly pay period** means the two (2) week period for which a regular Employee is scheduled to perform work.

f. **Compressed work schedule (CWS)** means an eighty (80) hour biweekly basic work schedule that is scheduled by the Agency for less than ten (10) workdays.

Section 3. Employee Request for AWS.

a. BUEs may request to participate in AWS by submitting a written request to their immediate supervisor.

b. Absent any foreseen Agency impact the AWS will be granted. If the supervisor has a valid concern of adverse Agency impact the Union and Agency will work to resolve the foreseen impact.

c. When management denies a request to participate in AWS, documentation showing the following shall be provided to the BUE(s) and the Union, within fifteen (15) calendar days of the written request (consideration shall be given to requests for extension):

(1) Documented proof that participation in an AWS is likely to cause a reduction in the productivity of the Agency;

(2) Documented proof that participation in an AWS is likely to cause a diminished level of services furnished to the public by the Agency; or

(3) Documented proof that participation in an AWS is likely to cause an increase in the cost of Agency operations (other than a reasonable administrative cost relating to the process of establishing a flexible or compressed schedule).

d. Individual requests, if denied, may be appealed through the Negotiated Grievance Process (NGP). Establishment and/or termination of AWS(s) shall be subject to negotiations.

e. The Parties agree that all existing types of AWS shall remain in place until changed in accordance with law, government-wide rules and regulations, and/or applicable negotiated agreements.

f. A determination, by Management, not to exempt BUEs from an AWS, according to a request under 5 USC 6127, is grievable by the BUEs and if elevated to arbitration, shall be processed under the procedures for expedited arbitration.

g. When Management makes a determination to not continue an AWS because of adverse impact within the meaning of 5 USC 6131(b), it will provide to the Union, all documents and findings relied upon to make this determination. Management will provide the Union proper notification and an opportunity to bargain in accordance with Article 11 of this Agreement.

Section 4. Employees on a CWS may be ordered to work hours that are in excess of the number of hours planned to work on a specific day. If the hours ordered to be worked are in excess of the work requirement for that day or will cause the Employee to exceed eighty (80) hours in a pay-period, the Employee may, at his or her choosing:

a. Take time off from work on a subsequent workday for a period of time equal to the number of extra hours of work ordered;

b. Complete his or her basis work requirement as scheduled. This will result in the Employee being entitled to be compensated at the rate of basic pay for any hours of work equal to or more than eight (8) hours in a day or forty (40) hours in a week. The Employee also would be entitled to overtime pay for hours of work ordered in excess of eight (8) hours in a day or forty (40) hours in a week, in accordance with Article 15 Overtime.

Section 5. Compensatory time and credit hours earned are requested and approved in the same way as annual leave.

Section 6. If a supervisor denies a request for an established alternative work schedule (AWS) or proposes to terminate an individual Employee's participation in an alternate work schedule (AWS), he or she will notify the Employee in writing, provide the basis for the denial or termination and provide an alternate schedule to the Employee. The supervisor may deny a regular Employee's request for or propose to terminate a regular Employee's participation in a particular alternative work schedule (AWS) in accordance with the definition of adverse Agency impact in Section 2 of this Article. Denials of requests to work alternate work schedules (AWS) will not be arbitrary or capricious.

Section 7. Temporary Suspension of Alternative Work Schedules (AWS)

Occasions may arise when alternative work schedules (AWS) must be temporarily suspended as a result of unusual workload or operational demands. The Agency shall make every reasonable effort to avoid suspension of a regular Employee's participation in these work schedules. If the circumstances requiring a suspension permit, the Agency will provide the Employee with advance notice of at least one (1) pay period. The Agency will limit the suspension to as short a time frame as necessary not to exceed two (2) pay-periods, to meet the workload or operational demands. If a regular Employee's flexible work arrangement is suspended, it will automatically be restored as soon as possible after the reason for the suspension needs have been met. When the Agency determines that a temporary suspension is required, the Agency will notify the Union. Alternative work schedules (AWS) cannot be suspended for an indefinite period. Decisions on temporary suspension of AWS for any Employee will not be arbitrary or capricious.

Section 8. Terminating Alternative Work Schedules (AWS)

If the head of the Agency finds that a particular AWS schedule has had an “adverse Agency impact,” as defined in 5 USC 6131(b), the Agency must promptly provide notice to the Union of its desire to reopen this Agreement to seek its termination. Upon demand by the Union, the Parties will then negotiate over the Agency’s proposal. If an impasse results, the dispute will go to the Federal Service Impasses Panel (FSIP), which will determine within sixty (60) days whether the Agency’s determination is supported by evidence. The AWS schedule may not be terminated until agreement is reached or the Panel acts.

Section 9. Credit Hours

a. Employees who work a flexible work schedule may earn credit hours. Employees who are in a compressed work schedule are not eligible to earn credit hours.

b. Employees must request to work credit hours in advance. The request will be approved or denied by the supervisor as soon as possible. Upon request of the Employee, the earning of credit hours may be approved retroactively where the circumstances warrant (e.g., where it was impractical for the Employee to obtain advance approval).

c. If credit hours are approved and overtime is subsequently made available prior to the working of the credit hours, the Employee will be afforded the opportunity to elect to work the overtime.

d. Eligible Employees will be authorized to earn up to four (4) credit hours per day, and up to twenty four (24) credit hours per pay period, provided that there is work available for the Employee and it can be performed at the requested time(s).

e. Credit hours may be earned and used in ¼-hour increments.

f. Regular Employees may accumulate and carry over from one (1) pay period to another a total of no more than twenty-four (24) credit hours. Regular Employees may accumulate and carry over from one (1) pay period to another a total of no more than ¼ of the hours in the biweekly basic work schedule. A regular Employee who has accumulated more than twenty-four (24) credit hours is subject to forfeiture of the excess credit hours if they are not used prior to the end of the pay period.

g. The use of credit hours will be subject to the same criteria as annual or sick leave. A regular Employee may use earned credit hours for all or any part of any approved leave. Credit hours must be earned before they may be used.

Section 10. Temporary Assignments and AWS Schedules

Employees temporarily assigned to other parts of the organization within the bargaining unit will continue working under their AWS schedule, provided there is no adverse Agency impact under Section 3.

Section 11. Holidays – Flexible Work Schedule (FWS)

a. Regular Employees working a flexible schedule under this Article who are relieved or prevented from working on a day designated as a holiday will receive their regular rate of basic pay for eight (8) hours on that day.

b. A regular Employee working a regular schedule who performs non-overtime work on a holiday is entitled to his or her rate of basic pay plus premium pay equal to his or her rate of basic pay (double time) for that holiday work. Holiday premium pay is limited to a maximum of eight (8) hours.

c. The eight (8) hours applicable to each Employee working a flexible schedule will be the first eight (8) hours that Employee is scheduled to work on that day.

d. A regular Employee working a flexible schedule, who works during non-overtime and non-holiday hours that are part of the Employee's basic work schedule on a holiday, is paid his or her rate of basic pay for those hours of work. Example. A regular Employee who works ten (10) hours on a holiday (including one (1) hour of overtime work ordered by a supervisor) and who has a 9-hour basic work schedule on that day would earn holiday premium pay for the eight (8) holiday hours, his or her regular rate of basic pay for one (1) hour within the basic work schedule), and one (1) hour of overtime pay.

Section 12. Holidays - Compressed Work Schedule (CWS)

a. Regular Employees working in a compressed schedule in accordance with this Article, who are relieved or prevented from working on a day designated as a holiday, will receive their regular rate of basic pay for the number of hours of their compressed work scheduled on that day.

b. A regular Employee working a compressed schedule, who performs non-overtime work on a holiday, is entitled to his or her rate of basic pay plus premium pay equal to his or her rate of basic pay (double time) for the work that is not in excess of the Employee's compressed work schedule for that day.

c. Regular Employees must not be required to move their regularly scheduled days off solely to avoid payment of holiday premium pay or reduce the number of holiday hours included in the basic work schedule.

Section 13. Night Work

Crafts and Trades (CT) Employees working an AWS, whether flexible or compressed, are entitled to a night shift differential equal to 7.5 percent (%) of their scheduled rate of pay for regularly scheduled non-overtime work, a majority of the hours of which occur between 1500 and 2400; and a night shift differential equal to 10 percent (%) of their scheduled rate of pay for regularly scheduled non-overtime work, a majority of the hours of which occur between 2300 and 0800.

Section 14. Sunday Work

A regular Employee working an AWS, whether flexible or compressed, under this Article who performs regularly scheduled non-overtime work, a part of which is performed on a Sunday, is

entitled to pay at their regular rate of pay plus premium pay at a rate equal to 25% of their rate of basic pay for the entire daily tour of duty, not to exceed eight (8) hours.

Section 15. Shift Work

Except in emergencies, Employees will not be required to report to work unless they have had at least twelve (12) hours off-duty time between work tours. Exceptions may be made with the approval of the Employee and supervisor. This will not preclude work on an overtime basis.

Section 16. Notifications of Schedules

Regular Employees will be notified of their work schedules at least seven (7) days in advance of the administrative workweek, except when the Agency head determines that the Agency would be seriously handicapped in carrying out its function or that costs would be substantially increased.

Section 17. Adjustment of Work Schedules For Religious Observances

a. A regular Employee whose personal religious beliefs require that he or she abstain from work at certain times of the workday or workweek must be permitted to work alternative hours so that the Employee can meet the religious obligation, unless it would cause undue hardship on the Agency's business.

b. When deciding whether a regular Employee's request for an adjusted work schedule should be approved, a supervisor shall not make any judgment about the Employee's religious beliefs or his or her affiliation with a religious organization. Only the Employee can determine whether his or her absence from work is "required" in order to attend a religious observance unless the Employee's religious accommodation request is patently fraudulent. A supervisor may disapprove a regular Employee's request only if it would cause undue hardship on the Agency's business. Disapprovals will be given to the Employee in writing within two (2) workdays of the request.

Section 18. Meal Periods

a. Regular Employees shall be granted, on a non-paid basis, a meal period each day. Normally, this will be scheduled at or near the mid-point of the shift or tour of duty. The meal period may be from thirty (30) minutes to one (1) hour, provided that Employees account for the entire work schedule for the day, either by working, or the use of leave, compensatory time earned, or credit hours.

b. When a normal, scheduled meal period is not feasible within a shift, a twenty (20)-minute working meal period shall be permitted and considered as hours worked for pay purposes, as long as the Employee is required to remain at the work site.

Section 19. Breaks

a. A break of fifteen (15) minutes will be provided for each four (4) hours of work for Employees who work eight (8)-hour tours of duty. The rest period will normally occur in the middle of each four (4)-hour work period. Similar rest periods will be provided for Employees who work on other than the normal eight (8)-hour tour of duty. There will be no charge to leave for such breaks. Employees may leave the work area during a break.

b. Work ordered and performed in excess of Employees' normal work schedule will include paid fifteen (15)-minute break periods at the end of every two (2) hours of work.

ARTICLE 15

OVERTIME

Section 1. Consistent with the Fair Labor Standard Act (FLSA) and applicable regulations, Employees identified as non-exempt are entitled to FLSA overtime compensation for hours worked over eight (8) per workday or forty (40) in a workweek. Except in the cases of pay band Employees, authorized time spent in excess of eight (8) hours a day or forty (40) hours a week will be considered overtime work. For pay band Employees, authorized time spent in excess of forty (40) hours in a week shall be considered overtime work. Employees identified as FLSA exempt may not be paid overtime or given compensatory time off for work in excess of forty (40) hours per workweek unless the overtime or compensatory time is specifically ordered and approved in advance. All overtime or compensatory time must be documented. Employees will be compensated for overtime work at rates in accordance with applicable regulations, and such overtime work will be paid in fifteen (15) minute increments.

Section 2. The Employer will determine if and when overtime work is required, the number of Employees and requisite skills needed to accomplish the work and the pool from which the workers will be drawn. When there are more or fewer volunteers than needed, the overtime work will be rotated among volunteers or no-volunteers. The volunteer with the least amount of overtime offer in the last twelve (12) months will be offered first moving to the next least offered Employee. In the event there are no volunteers the Employee with the least amount of worked overtime will be selected, absent a valid and substantiated reason they cannot work, in which case it would go to the Employee with least number of worked overtime hours. When seeking volunteers for work, which is to be done on overtime, consistent with this policy, the Employer will give consideration to seniority, qualifications, and experience when making overtime assignments among eligible Employees. Specifically:

a. First consideration for overtime assignments should normally be given to qualified Employees who are currently assigned to the position and volunteer, in order of seniority.

b. Second consideration for overtime assignments should normally be given to those other Employees in the area who are best qualified to do the job where the overtime work is required and volunteer, in order of seniority.

c. If voluntary overtime assignments are not practical, the supervisor will make a reasonable effort to make an equitable rotation of overtime among Employees of the unit concerned who can best perform the work required, in order of reverse seniority.

d. The Employer will determine when a mandatory or voluntary basis is appropriate. To facilitate overtime assignments, the Employer will maintain a list of NAFI Employees, and distribute it to supervisors with scheduling authority. Service Computation Date (SCD), or a similar measure of total Federal NAF Service, will be used as a standard measure for all Employees. Any assignments that consider such seniority will use a rotating basis. Specifically, if a voluntary assignment is offered then such Employee will move to the “bottom” of the pool, regardless of whether the assignment was accepted or declined. Mandatory assignments will likewise move the Employee to the “bottom” of the pool.

e. Upon receipt of a timely request, an Employee will be excused from a planned overtime assignment provided another Employee in the NAFI affected, in same job category and possessing the same required skills and is available for assignment.

Section 3. Employees called back for overtime work will be provided overtime work or pay for at least two (2) hours after they arrive for duty.

Section 4. In cases of disputes regarding the equity and fairness of overtime distribution, the Employer will provide pertinent information concerning overtime worked to the designated Union representatives. It is agreed that records of overtime worked will be maintained by the Employer and shall be disposed of in accordance with applicable regulations governing records disposition.

Section 5. Employees assigned to overtime work will be given as much advance notice as possible. Notification for planned overtime work on Saturday and Sunday shall be made no later than noon Thursday unless circumstances beyond the NAFI Manager’s control prevent such notice. In this latter event, the Employee will be informed of the reason for lack of advance notice. An Employee required to continue working because of the unexpected absence of another Employee on the shift immediately following theirs will be relieved as soon as possible; however, a request from the Employee to be allowed to continue working will be considered.

Section 6. The Union may consult with the supervisor concerning the assignment of overtime in an effort to keep the overtime work equal among all Employees in a practicable manner. Supervisors will not assign overtime work to Employees as a reward or penalty. The Employer will maintain an overtime record that the Union may review, upon request.

Section 7. The Employer will make an effort to give Employees as much notice as possible when overtime is required. In cases of unscheduled overtime, it is recognized that little advance notice will be possible because of unforeseen mission requirements of the Employer. Notification for planned overtime work will be made at least seventy-two (72) hours in advance.

Section 8. Irregular or occasional overtime is rounded up or down to the nearest full quarter hour. An Employee is paid for every minute of overtime that is scheduled as part of an Employee’s regularly scheduled workweek.

Section 9. Eligible Employees may elect to substitute compensatory time in lieu of overtime.

ARTICLE 16

HOLIDAYS

Section 1. Employees who are entitled to holiday pay will be paid according to this contract, law, and governing regulations.

Section 2. Observed holidays will be in accordance with AFMAN 34-310, *Nonappropriated Fund Personnel Program Management and Administrative Procedures*.

Section 3. Eligible employees shall receive their regular straight time pay for holidays on which they are not required to work.

Section 4. Holiday entitlements:

a. When a holiday is less than a full day, proportionate credit will be given;

b. Regular employees who are scheduled less than five (5) days per week must be regularly scheduled to work on the specific holiday or be required to work on a holiday that occurs on a non-regularly scheduled work day within the administrative work week to be entitled to holiday premium pay.

Section 5. Employees will not be charged leave for absence on holidays. However, failure to report to work on a holiday when scheduled to do so will be treated as any other unauthorized absence.

Section 6. Any employee having annual leave to their credit and eligible to use such leave may apply for annual leave on any workday, which occurs on a religious holiday associated with the religious faith of the employee. Leave for such purposes should normally be approved unless the granting of such leave would cause an undue interruption to the mission or operations of the organization to which the employee is assigned.

Section 7. Employees may elect to substitute earned compensatory time upon approval for the purpose of taking time off (hour for hour) without charge to leave when personal religious beliefs require that the employee abstain from work during certain periods of the workday or workweek or employees on an approved alternate Flexible Work schedule (FWS). Additionally, employees may, with the Employer's consent, flex their schedules to permit such goals. Such requests for religious observances should normally be granted unless the Employer determines that such modification of work schedules will interfere with the efficient accomplishment of the unit.

Section 8. The occurrence of a legal holiday shall not affect the designation of the basic workweek. The Employer will not change an employee's regular schedule solely to avoid holiday pay.

ARTICLE 17

ANNUAL LEAVE

Section 1. Leave will be administered and granted in accordance with this agreement, appropriate laws and regulations. The use of annual leave is the right of the employee, subject to approval by the supervisor. When determining whether or not to approve leave requested in advance, the supervisor will consider workload, mission requirements and previously scheduled or emergency annual or sick leave of others, as well as the employee's expressed desires and personal convenience, and will approve on an equitable basis. The supervisor may also remind the employee of the need to accrue annual leave for planned holiday closures. Approval of requests for annual leave for unforeseen emergency reasons will be granted when the circumstances warrant.

Section 2. Approved leave will only be cancelled due to unforeseen circumstances, or critical need. In such cases, the Employer will promptly provide a written explanation to the employee. In such cases where previously approved leave is cancelled, the Employer will consider reimbursement of any actual losses to the employee, upon request and with documentation. Leave shall not be cancelled for arbitrary or capricious reasons, nor will such cancellation of leave be used as a disciplinary or punitive measure against an employee.

Section 3. Only regular employees shall be entitled to leave. Leave will be computed on the basis of length of service and percentage of hours worked per pay period.

Section 4. Annual leave forms will be in an accessible area in the workplace to all regular employees to fill out, and submit to the appropriate supervisor. All appropriate laws and regulations regarding employees' privacy will be followed.

Section 5. The maximum amount of annual leave, which may be carried forward from one leave year to another is two-hundred and forty (240) hours. Any leave to the employee's credit at the end of each leave year which exceeds the maximum shall be forfeited. An employee shall be afforded an opportunity to use all leave before the end of the leave year that he/she would otherwise forfeit because of the restriction on the amount of leave that may be carried forward from one year to another leave year. Leave which has been scheduled and approved will not later be denied if it will cause an Employee to forfeit leave provided such leave has been scheduled three (3) months prior to end of leave year. If, due to unusual or unforeseen circumstances beyond the Employee's control excess leave cannot be taken, employees may request carryover consideration from the FSS Director/Commander, and used in accordance with AFMAN 34-310, Chapter 14, this Agreement or other applicable regulations. Such requests will be coordinated through the NAF Human Resources Office.

Section 6. Unscheduled annual leave for short period of time, not to exceed three (3) days.

a. Employees requesting unscheduled annual leave are responsible for getting the leave approved prior to the start of the schedule shift.

b. If advance notice is not possible, employees will ensure that their supervisor is notified no later than thirty (30) minutes after the beginning of their scheduled starting time at work. This notification may be waived for justifiable and unforeseen circumstances.

c. The employee will cause their supervisor, or designated individual, to be notified, as soon as possible, but normally not more than two (2) hours after the work tour begins. Employees may phone, e-mail, or text message request for annual leave, subject to acknowledgement of approval. It is understood that individuals will be required to make one call, as long as they reach an individual or message machine to cause the supervisor to be notified.

Section 7. Employees having known leave requests for five (5) or more days for vacation purposes will submit their requests to their supervisors prior to 31 January each year. The Employer agrees that Activity Managers will notify employees of approved leave, prior to 1 March of each year. For the purpose of this provision, vacation leave is understood to mean any period of five (5) or more consecutive days. If a conflict arises between two (2) or more employees in the same activity where such employees cannot be scheduled for same vacation period because of the workload requirements, and the supervisor and employees concerned are unable to resolve the conflict by mutual agreement, it is agreed that priority choice will be made on the basis of the employee(s) in the job category who possess the most seniority in the activity. Only one scheduled leave period may be designated on a seniority basis as vacation leave during any leave year. Once such vacation leave has been scheduled, the employee concerned may request a change in the schedule, provided that the choice of another employee is not thus changed.

Section 8. Annual leave will be scheduled on a continuing basis. Requests for planned vacation after the February 15 date for periods of five (5) work days or more will be submitted to the immediate supervisor, in writing, as early as possible but in no event later than ten (10) working days in advance of the requested date. If, at the time of request, the period requested had been previously requested prior to the February 15 date, the employee requesting before the February 15th date will have priority. If the employee agrees to relinquish the date and select new dates not previously approved he/she shall have priority. If two (2) or more employees desire the same leave period, and workload does not permit approval of both requests, the employee with the most seniority in the activity will be given first choice of the desired time. However, once that employee has chosen that employee may not change that selection if it will disturb the choice of another employee.

Section 9. When an emergency arises for which an employee wishes to take annual leave, the employee will request the leave as soon as possible, and normally not later than two (2) hours after the beginning of his/her shift on the first day of absence. As an exception to this policy, employees of the Child and Youth Programs will use the following procedures for requesting emergency annual leave:

These employees will be required to notify their immediate supervisor, or person designated by the Employer, of the need for emergency annual leave at least one (1) hour prior to the scheduled start of the employee's work tour. Leave for absence on a subsequent day or days

must also be requested under provisions of this section, unless the leave was specifically requested and approved in the earlier request.

Section 10. Annual leave whether requested in advance or on an emergency basis may be disapproved by the supervisor. However, it is agreed that the employee may request the reconsideration by the next level supervisor of any request for leave disapproved by a subordinate manager. Such a request will be made on an OPM Form 71, Request for Leave or Approved Absence. If the request is denied, the official will put the reason for denial on OPM Form 71 and return it to the employee within three (3) calendar days or prior to the leave date requested.

Section 11. The Employer must reasonably accommodate employees sincerely held religious beliefs or practices unless doing so would impose an undue hardship on the Employer. A reasonable religious accommodation is any adjustment to the work environment that will allow the employee to practice his/her religion. Flexible scheduling, voluntary substitutions or swaps, job reassignments, lateral transfers and modifying workplace practices, policies and/or procedures are examples of how an Employer may accommodate an employee's religious beliefs. The Employer is not required to accommodate employees' religious beliefs and practices if doing so would impose an undue hardship on the Employers' legitimate business interest. The Employer can show undue hardship if accommodating an employee's religious practices requires more than ordinary administrative costs, diminishes efficiency in other jobs, infringes on other employees' job rights or benefits, impairs workplace safety, causes co-workers to carry the accommodated employee's share of potentially hazardous or burdensome work, or if the proposed accommodation conflicts with another law or regulation. Such time off will be charged to annual leave or leave without pay.

Section 12. An employee will be granted annual leave, if accrued, or leave without pay if the employee does not have accrued leave, in case of a death in the immediate family.

Section 13. Employees are expected to accrue sufficient annual leave for use during scheduled periods of base closure when such closures are announced at least six (6) months in advance. Employees who do not accrue sufficient annual leave will use leave without pay during scheduled base closures unless the Employer has a need for their service.

Section 14. In order to comply with this Article, the Employer will assure that all employees are informed of the proper method of requesting annual leave. The Union will be afforded an opportunity to conduct one (1) hour training on leave rights, responsibilities, and procedures.

ARTICLE 18

SICK LEAVE

Section 1. Regular employees shall be credited with sick leave in accordance with the appropriate law and regulations. There is no qualifying period for the crediting of sick leave.

Section 2. Sick leave, if available and in accordance with this Agreement and other applicable laws, rules and regulations, shall be granted to regular employees who are incapacitated for performance of their duties because of sickness, injury, quarantine, or illness resulting from immunization or vaccinations (whether or not required as condition of employment); or for medical, dental, or optical examination or treatment, including periodic physical examinations for retention of status in a Reserve component of the Armed Forces or National Guard. When an employee requests sick leave because a member of his/her immediate family is afflicted with a contagious disease and requires the case and attendance of the employee, or when, through exposure to a contagious disease, the presence at work of the employee would endanger the health of others, the employee must present a certificate by a doctor or health department to document the need.

Section 3. Sick leave credits accrue at the rate of five percent (5%) of the total basic workweek hours in a pay status and shall be credited from the date of appointment to regular status. There is no limit on the amount of leave that may be accrued and carried forward from one leave year to another. No payment for unused sick leave shall be made to an employee under any circumstances. Upon retirement, unused sick leave shall be credited to total NAF service as appropriate under Agency Regulations.

Section 4. Sick leave credits, including those accrued while on annual or sick leave, are credited to an Employee's account at the end of the pay period in which accrued.

Section 5. Sick leave is an earned benefit which should be granted when an employee:

- a. Is incapacitated for the performance of their duty by sickness, or injury, or pregnancy and childbirth;
- b. Is a disabled veteran receiving medical treatment or for the time necessary for making appointments;
- c. Is receiving medical, dental or optical examination or treatment for the time necessary for the appointment including travel time;

Section 6: In accordance with the Family and Medical Leave Act, a regular employee is entitled to use sick leave to:

- a. Provide care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy, or childbirth;

b. Attend to a family member receiving medical, dental, or optical examination or treatment;

c. Provide care for a family member who would, as determined by the health authorities having jurisdiction or a health care provider, jeopardize the health of others by that family member's presence in the community because of exposure to a communicable disease; or

d. Make arrangement necessitated by the death of a family member or attend the funeral of a family member.

An employee is entitled to use up to one-hundred-four (104) hours; thirteen (13) days of sick leave each leave year for the purposes outlined above.

The definition of family member covers a wide range of relationships, including spouse; parents; parents-in-law; children; brothers; sisters; grandparents; grandchildren; step parents; step children; foster parents; foster children; guardianship relationships; same sex and opposite sex domestic partners; and spouses or domestic partners of the aforementioned, as applicable. The list of family members for whom an employee may request sick leave for family care or bereavement purposes is defined in 5 CFR Part 630.

To request sick leave for family care or bereavement purposes, employee does the following:

a. Submits OPM 71, Application for Leave or Approved Absence, annotating the applicable leave block and briefly describe the reason and relationship of family member. For example, "Medical appointment for son."

b. The leave approving Official approves/disapproves the request. The approved leave request is submitted to payroll with a copy filed in employee's Supervisor's Work Folder.

Section 7: Employees who are unable to report for work because of illness or injury will cause their supervisor, or designated individual, to be notified, as soon as possible but normally not more than two (2) hours after the work tour begins. Employees may phone, e-mail, or text message request for sick leave to their supervisor or designated individual, with acknowledgement on the first day of the requested sick leave. In unusual circumstances, a request for emergency sick leave may exceed these deadlines. It is understood that individuals will be required to make one (1) call, as long as they reach an individual or message machine to cause the supervisor to be notified.

Section 8: As an exception to the proceeding policy, employees of the Child and Youth Program will use the following proceeding policy for requesting sick leave: these employees will be required to notify their immediate supervisor or person designated by the Employer, of incapacitation for duty at least one hour prior to the scheduled start of the employee's work tour, if possible.

Section 9. Employees are required to submit a certificate from their attending medical practitioners to substantiate requests for sick leave in excess of three (3) consecutive days. The

certificate must cover all absence beyond the third (3rd) workday and show that the employee was incapacitated for duty for the entire period covered by certificate. In cases of extended illness, medical certificates may be required periodically if necessary to establish the employee's continued incapacity to return to duty. If the employee is out sick more than three (3) consecutive workdays and not attended by a physician, the employee's personal statement with sufficient evidence as to the nature of the illness and that he/she was incapacitated for duty for the period exceeding the first three (3) workdays, will be accepted in lieu of a doctor's certificate.

Section 10. In unusual circumstances, such as serious accidents or illnesses, the Employer will exercise due consideration in enforcing the reporting requirements. Unless notification is made for more than one (1) day, employees must contact the leave approving Official within the above notification periods for each day of absence.

a. Employees requesting sick leave in such cases will be placed in a sick leave status for administrative reasons pending his/her return to duty. Upon return to work, sick leave, if available, will be approved if the employee satisfies the leave-approving Official that the basis for the request was valid and the employee could not reasonable have been expected to report for work.

b. An employee who fails to comply with the notification requirement of this section shall be carried AWOL until determination is made concerning the appropriate leave status.

Section 11. If the Employer has a substantiated reason to believe that an employee is abusing his/her sick leave privilege, the employee will be advised by the Employer of the questionable sick leave record and why he/she is suspected of abusing sick leave. He/she will also be advised that if his/her record does not improve within a reasonable amount of time (not less than sixty/60 days) a medical certificate may be required for each future absence on sick leave. If this does not bring about an improvement in the sick leave record, the employee will be notified in writing that for a period of six (6) months all requests for sick leave must be supported by a medical certificate. This requirement will be reviewed with the employee six (6) months from the date issued. If the employee has demonstrated responsible use of sick leave during the six (6) month period, the letter will be removed; otherwise it will remain in effect on a month-to-month basis until the six (6) month period is achieved.

Section 12. It is further agreed that notice of questionable sick leave record shall not be based on sick leave absences which have been supported by a certificate signed by a physician or recognized practitioner, or for the day the employee has been sent home sick by the Employer.

Section 13. Ordinarily, a medical certificate will not be required for absences of three (3) days or less. An employee who is absent frequently for short periods of illness may be advised to visit a physician for a physical checkup.

Section 14. An employee returning from sick leave, substantiated by a statement from his/her personal physician, will not be routinely required to be examined by a Federal Medical Officer

unless his/her absence was due to contagious or infectious disease, major surgery, coronary illness, or as required by applicable regulations.

Section 15. When an employee's personal physician makes a recommendation that, due to illness or injury, the employee should be given a temporary light duty assignment; the Employer will make a reasonable effort within the NAFI to which the employee is assigned, to accommodate the employee. Such an assignment will normally be limited to six (6)-eight (8) weeks. The Employer, however, shall not be required to "make work" if there is no need for such services or if the assignment would unduly burden other employees.

Section 16. Regular employees who are unable to work due to serious illness or disability, may request advance sick leave with pay up to a maximum of ninety (90) days if all current sick and annual leave has been exhausted. If the employee can reasonably be expected to repay the advanced sick leave it will normally be granted.

Section 17. Requests for leave without pay (LWOP) for up to ninety (90) days may be granted when employees have exhausted their sick and annual leave subject to all the following conditions: the application for leave without pay (OPM Form 71) is supported by a medical certificate containing clear and comprehensive explanation of the illness and the circumstances are such that it is likely that the employee will return to duty.

Section 18. Employees who become ill after reporting for duty, may, on an individual basis, be required to certify their fitness for duty through a Medical Officer or other appropriate health care professional. The Employer will not place an employee on sick leave, without the employee's consent, unless the employee is determined to be unable to perform normal duties of the assigned position, based on a medical determination of a Medical Officer or other appropriate health care professional. The employee is entitled to their regular pay for the time required for such an examination by an Agency Medical Officer at the direction of the Employer.

Section 19. Upon return from extended sick leave, return to the former position or a comparable job is normally assumed within the same NAFI.

ARTICLE 19

MISCELLANEOUS LEAVE

Section 1. Court Leave

a. If regular employees are summoned for jury duty, they will be paid at their regularly scheduled rate for the time required from their normal work schedule to perform such duties. Such time shall be limited to the time necessary, but not to exceed the number of hours in the respective employee's regularly scheduled tour of duty that day. Employees on jury duty will receive their regular pay for such time off, or will retain the jury fees received from the court,

whichever is the greater amount; such fees, exclusive of transportation will be collected in accordance with the procedures of the Employer.

b. When Employees are subpoenaed for jury or court service, they will promptly notify their supervisor so arrangements can be made for their absence from duty.

c. Employees servicing as a juror who have been excused or released by the court, are expected to return to duty unless this would be impractical. In determining whether the employee will be required to return to duty, the supervisor considers the amount of time remaining in the workday, any special need for the employee's services, the distance involved, and the type of transportation available. An employee is not expected to return to work if less than two (2) hours of the workday remains. If the employee fails to return to duty, as directed, he/she is charged annual leave or leave without pay, for the excess time involved.

d. Employees who perform jury service during hours other than their normal tour of duty will be granted court leave for jury service not to exceed the number of hours in their regularly scheduled tour of duty that day. If the duration of the jury is less than the duration of the regularly scheduled work shift, employees are required to report for duty during the regularly scheduled shift and work the number of hours which when added to the number of hours of jury duty that day would equal the number of hours in the regularly scheduled tour of duty. However, when the length of jury service leaves less than two (2) hours to be worked to equal the duration of the regularly scheduled workday employees will not be required to report for duty. In situations, where employees are required to report to work and fails to do so, the employee may be charged annual leave, leave without pay, or absent without leave for the excess time involved.

Section 2. Voting and Registration Leave. Employees whose voting residence is within commuting distance of the station and whose hours of work do not allow for one and one half (1 ½) 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 one and one half (1 ½) hours after the polls open or leave work one and one half (1 ½) hours before the polls close, whichever requires the lesser amount of time. Employees who vote in jurisdiction which require registration in person will be granted time off to register on substantially the same basis as for voting, except that no time off will be granted without charge to leave if registration can be accomplished on a non-workday or after duty hours.

Section 3. Employees who volunteer as blood donors will be excused, workload permitting, for up to four (4) hours without charge to leave or loss of pay to travel to the donor site, be tested, donate blood, recuperate and return to the work site. If a blood donation is refused, the employee will return to work. This type of leave is normally available only to the day shift and must be taken on the date blood is donated.

Section 4. When employees are required by the Employer to take a medical examination or to obtain chest x-rays or similar medical services administered as part of the health program at the activity, they will be considered in a duty status during the time necessary to obtain the examination or treatment.

Section 5. Leave Without Pay (LWOP)

a. Requests for LWOP will be submitted by an employee through appropriate supervisory channels for approval in accordance with applicable regulations. Flexible employees may request time off on a similar basis, subject to approval from their supervisor.

b. If the request is for the purpose of the accomplishment of internal Union business, a written statement by the President of the Local designating the employee to attend a convention, meeting or training session must accompany the employee's request. LWOP up to one (1) year will be granted, upon written request, to an individual in the unit for the purpose of accepting a position in the Local and/or National Union office. LWOP for any additional Union positions will be considered and may be submitted to the Employer thirty (30) days prior to the expiration of the approved LWOP. Subject to regulations business-based action (BBA), an employee on LWOP under the above provisions will be entitled to return to a job of like seniority, status and pay upon expiration of the LWOP.

c. LWOP may be granted to employees who receive Workers' Compensation benefits under the Longshoreman's and Harbor Workers Compensation Act, and regular employees for military service, or for other reasons acceptable to and approved by FSS/CC or designee, upon request by the employee, LWOP may be substituted for approved annual or sick leave. Normally, such leave may not be granted for a period exceeding one (1) year, except for military service or other circumstances considered appropriate by the FSS/CC.

d. When LWOP is disapproved, the employee may present a request for reconsideration by completing an OPM Form 71 to the next higher level of supervision. If the request is denied, the official will put the reason for denial on the OPM Form 71 and return it to the employee within three (3) workdays.

e. Provided the employee returns to duty immediately following the approved period of LWOP, the Employer agrees to restore him/her to the same or a similar position at the pay rate, status and entitlements held at the time of entry into such absence as altered by any reorganization or BBA, which may have occurred during the absence.

ARTICLE 20

POSITION DESCRIPTIONS, POSITION GUIDES AND JOB CLASSIFICATION

Section 1. Position Descriptions (PDs) and/or Position Guides (PGs) will be accurate and current to the maximum extent possible. PDs and/or PGs will be written based upon the duties and responsibilities assigned to positions in accordance with this Agreement and other applicable laws, rules and regulations. Employees shall be afforded the opportunity to discuss with the Employer their PDs and/or PGs or job classification for any alleged inequity.

Section 2. Employees will be furnished, by the Employer, a current copy of their PDs and/or PGs, and any subsequent changes to the PDs and/or PGs will be provided when changes occur.

Section 3. PDs and/or PGs do not enumerate every task involved in the accomplishment of the job, and it is appropriate for Employer's to require employees to perform tasks which are not generally identified in the PDs and/or PGs, as long as those tasks are related to the duties that are described in the PDs and/or PGs and don't exceed twenty percent (20%) of the employee's workload.

Section 4. When an employee questions the accuracy of his/her PDs and/or PGs, he/she may submit a request for review of the job assignment to his/her supervisor. If a satisfactory resolution is not reached, it may be elevated through supervisory channels to the next level supervisor. The employee is entitled to a representative to accompany and assist him/her at any stage of this proceeding. The employee's representative will be designated in writing. If mutually agreed that the description is inaccurate, corrective action will be implemented by the Employer.

Section 5. In the even the employee's concern cannot be resolved informally the employee and the Union representative will be informed of classification appeal rights available in the NAF Personnel Policy Manual.

Section 6. The Employer will, upon request by the Union, furnish copies of such classification descriptions and or guides as might be necessary to accomplish a resolution of an individual's dissatisfaction concerning job classification.

Section 7. Employees will, upon request through their supervisor, be furnished authorized information concerning wage data pertaining to their job classification and grade.

ARTICLE 21

EMPLOYEE DEVELOPMENT

Section 1. The Union may submit suggestions and recommendations and consult with the Employer concerning training programs and the technical content thereof. The standards of conducting training and the need for such training will be determined by the Employer in accordance with AFMAN 34-310, this Agreement and other applicable laws, rules, and regulations.

Section 2. The Employer will determine the extent and types of training necessary to maintain competence in the work force. On-the-job training, directed by the Employer, will be provided to effectively meet the needs of the organization.

Section 3. In recognition of the mutual advantage to the Employer and to the employee, the Employer agrees to make a sincere effort to utilize existing employees within the activity concerned when training is determined to be necessary for new jobs and/or skills. If training will lead to promotional opportunities, selection for such training will be in accordance with the promotion procedures established in Article 23, AFMAN 34-310, this Agreement and other applicable laws, rules, and regulations.

Section 4. Job training required by the Employer, as distinguished from self-development for which the Employee voluntarily applies, shall be accomplished on the Employer's time.

Section 5. Employee off-duty education often benefits both the Employer and unit employee. Upon request, the Employer will make a reasonable effort to arrange employee hours-of-work to accommodate those pursuing education and training which is mutual benefit to the Employer, and the employee and which does not adversely affect the mission. Employees are encouraged to take advantage of the Employer's Tuition Assistance Program to further their educational goals.

ARTICLE 22

PERFORMANCE EVALUATIONS

Section 1. Employee performance is the key to success of the organization. It is understood that employee Performance Standards for major task and function specified for the position will be measureable, realistic and reasonable. The Performance Appraisal Program is intended to evaluate employee performance based on factors related to an employee's position, while enhancing the efficiency of the Activity Operations. Individual performance appraisals will be used as a basis for:

- a. Determining suitability of probationary employee for continued employment;
- b. Determining adjustments in basic pay for NF and CY Employees;
- c. Disciplinary actions, and other personnel actions (i.e., reassignments, promotions, demotions, details, or terminations);
- d. Recognizing and rewarding quality performance, and determining eligibility for various other monetary awards that are directly related to performance of assigned responsibilities;
- e. Training employees to improve the accomplishment of their duties and responsibilities;

f. Enhancing employee's motivation and encouraging excellence in job performance which will improve individual and organizational accomplishments;

g. Withholding Within-Grade-Increases (WGI) pay increases for employees with unacceptable performance;

h. Establishing a new performance plan.

Section 2. Each performance appraisal should be completed by a supervisor who has had at least ninety (90) calendar days to observe the employee's performance. The Employer will make use of close-out appraisals to document a complete record of employee performance. Each performance appraisal report will be discussed with the employee, and the employee will be given an opportunity to comment thereon in the space provided for this purpose. The employee will acknowledge this discussion by signing the form. The employee's signature will indicate only that the rating has been shown to, and discussed with the employee. It does not indicate that the employee agrees with the rating or appraisal. Once acknowledged, a copy of the appraisal report will be provided to the employee.

Section 3. For the purpose of this Article, the following apply:

a. Factor Rating. A rating assigned to each of the rating factors on an appraisal form that the final rating of record will be determined.

b. Final Rating of Record. The final approved supervisor and reviewer assessment of how well the Employee performed during the rating period.

c. Progress Review. The immediate supervisor will ensure at least one (1) mid-year performance review to discuss progress and provide in writing what is required to exceed performance standards. If an employee demonstrates significant changes in performance that may affect the annual rating the first level supervisor will discuss with the Employee his/her performance and develop an improvement plan prior to the final appraisal.

d. Performance Appraisal Period. The period of time during which an employee's performance will be reviewed and a final rating complete.

e. Performance Award. A pay increase, cash award, or time-off with pay award based upon the employee's performance rating for NF and CY Employees.

f. Performance Award. Cash award or time-off with pay award based upon the employee's performance rating for Craft and Trades (CT) Employees.

Section 4. The process of the performance appraisals will be as follows:

a. All bargaining unit employees must be appraised at least annually, using the Nonappropriated Fund Performance Appraisal form, AF Form 3527.

b. New employees will be provided with a copy of the appraisal form and a complete explanation of its use and importance to their work with the organization during new employee orientation.

c. Employees who are not provided with performance appraisals, and/or who do not have current and valid ratings, are afforded presumptive ratings of satisfactory for Business Based Actions (BBAs).

d. Annual performance ratings are good for a period not to exceed twelve (12) months from the date of formal approval.

e. Any employee may receive a cash award based upon performance at any time deemed appropriate and the employee need not be formally re-evaluated, but the reasons for the award will be by the authorizing official.

f. The overall rating must take into account any temporary assignments or details or appraisals completed as a result in change of supervision.

g. The final rating and any award recommendations may not be communicated to an employee before the approval by the reviewer.

h. The supervisor and reviewer will sign and date the completed form prior to discussing it with employee. The employee will acknowledge this discussion by signing the form. Employees will have an opportunity to make written comments on their evaluation form. The original final appraisal will be maintained in the Official Personnel File (OPF), a copy provided to the employee for their records, and a copy filed in Supervisor's Record of Employee, AF Form 971 folder.

i. An employee whose performance falls below satisfactory during the rating may receive an unacceptable rating of record on the performance rating form. The unacceptable performance procedures of Section 6 will apply.

Section 5. In accordance with Agency regulations, an employee whose overall performance is rated "Outstanding" should normally receive a performance award. Performance awards may involve cash, and an employee must have an overall rating of "satisfactory", or better to qualify. Employees receiving the same rating will receive a relative performance award within the cost center code and based on the category of employee (i.e., regular or flexible).

Section 6. Regular, non-probationary employees will not normally be terminated or subject to disciplinary action for unsatisfactory performance, until given a written warning in accordance with applicable regulations. Upon completion of the performance improvement period (PIP), if the employee's performance meets the standards established in the written warning, the employee will be notified in writing. Consistent with applicable law and regulation, if the employee fails to meet the requirement of the written warning, demotion, reassignment, or removal may be effected. A written warning is not required for regular employees serving a probationary period, or flexible employees.

ARTICLE 23

INTERNAL HIRING PROCEDURES TO INCLUDE PROMOTIONS, REASSIGNMENTS, AND DETAILS

Section 1. The Employer and the Union agree that internal hiring procedures are to be from among the best qualified applicants upon the basis of merit and ability in accordance with AFMAN 34-310, this Agreement and other applicable laws, rules and regulations. The parties recognize that merit principles and action taken without discrimination are in the best interest of the employees and employer.

Section 2. Promotions. It is agreed that the Employer will utilize to the maximum extent possible the skills and talents of its employees. The Employer agrees to give consideration to qualified employees within 412 Force Support Squadron who submit an application via NAFJOBS website for vacancies. Promotions are filled competitively. The Employer must comply with Military Spouse Preference (MSP) in accordance with AFMAN 34-310 and applicable laws.

Noncompetitive Promotion to Developmental Position: Upon satisfactory completion of required training and experience requirement and with supervisory recommendation, the incumbent may be noncompetitively promoted to the higher grade level.

Section 3. An Employee's accumulation of earned annual leave or sick leave will not be a factor in ratings for promotion.

Section 4. The Employer and the Union agree to refrain from interfering, restraining, or coercing any employee in exercising his/her right to receive consideration for a promotion opportunity or other position change for which eligible. In no instance will anyone attempt to persuade or influence a candidate to withdraw his/her application, either directly or indirectly. Anyone who makes statements to candidates calculated to influence them to decline further consideration for the position being filled may be subject to disciplinary action. Complaints alleging violations as to interpretation or application of the provisions of this section may be processed under the negotiated grievance procedure or statutory processes.

Section 5. When a grievance is filed concerning a promotion, the President of the Union or their designee may request an explanation of the basis for the selection, and may review the ranking and selection criteria consistent with applicable law and regulation. What is known as an audit of the fill action.

Section 6. When a new position is established, or a vacancy in an established position occurs, the Employer agrees that reasonable efforts will be made to expedite the filling of the position and to assure that positions are not held open pending availability of an individual or in order to provide an individual with a preferential opportunity to apply for or be selected for the position.

Section 7. Positions are open on a continuous basis. Open and continuous announcements are made through the NAFJOBS.ORG website, and will include at minimum job duties and responsibilities, starting salary, minimum qualifications and area of consideration. Employees can apply for an open and continuous position at any time. If position is an actual vacancy it will be annotated as a “Hot Job”. Applications remain on file for the duration of employee’s employment or when he/she is selected for position which he/she applied for. Newly established positions are advertised for a minimum of 5 calendar days. Job requirements will reflect valid needs and will not be written in a manner designed to give advantage to a particular person. Vacancy announcements shall include information on how to apply and shall inform employees that only those who apply will be considered. Vacancies to be filled by noncompetitive means will be filled in accordance with AFMAN 34-310, this Agreement and other applicable laws, rules and regulations.

Section 8. The Employer agrees that qualifications for vacant positions will be based upon valid job requirements and applied without discrimination for age, race, or any non-merit factor. NAF HRO will contact employee if selected for position. Employees may contact NAF HRO to check on status of application. Upon request to the selecting supervisor, an employee will be informed of the reasons for his/her non-selection.

Section 9. Employees selected for promotion or other position change will normally be placed in the new position within twenty (20) days following official notification of selection and approval of the action by NAF HRO. Promotion or position change must be effective on the beginning of a pay period. When a Craft & Trade (CT) employee is due a within-grade increase (WGI) within two pay periods of the proposed date of promotion or other position change to another CT position, the employee may request delay of the promotion or other position change not to exceed the second pay period. Effective date of release of employees needs to be agreed upon by the losing and gaining supervisor.

Section 10. Temporary Promotions. Temporary promotions will be made in accordance with this Article, applicable rules and regulations. A temporary promotion is an assignment of a qualified person to carry out a higher-level position or a higher set of duties for at least thirty (30) calendar days not to exceed one hundred fifty-four (154) calendar days.

Temporary promotions over one hundred fifty-four (154) calendar days will be filled competitively. A personnel action is processed for the temporary promotion and filed in the Employee’s Official Personnel File (OPF). Compensation for the temporary promotion will commence on the first day of the first full pay period after all requirements have been met.

Section 11. In the event the Employer has a need to fill a position through temporary promotion, with a regular employee the following procedures will apply:

a. The Employer will consider all regular employees within the NAF activity whom the Employer has determined to be qualified.

b. The Employer will select the senior volunteer, from among the employees determined to be qualified, in the event there are no volunteers the Employer will select the junior non-volunteer from the group of Agency determined qualified Employees.

c. Seniority shall be based on leave SCD (Service Computation Date).

In the event the Employer has a need to fill a position through temporary promotion, with a flexible employee the following procedures will apply:

a. The Employer will consider all flexible employees within the NAF activity whom the Employer has determined to be qualified.

b. The Employer will select the senior volunteer, from among the employees determined to be qualified, in the event there are no volunteers the Employer will select the junior non-volunteer from the group of Agency determined qualified employees.

c. Seniority shall be based on last date of hire.

Section 12. Employees who will be subordinate to a person who is temporarily promoted to a supervisory position will be informed at a meeting of those affected employees by the Employer as soon as possible prior to the temporary promotion by means determined to be appropriate and sufficient to assure that employees know to whom they report.

Section 13. Temporary promotions will not be used to avoid proper staffing within the organization but are used to meet temporary needs of the activity. When time keeping by someone other than the Employee is required, employees are entitled to a copy of their time sheet upon request.

Section 14. Temporary promotions begin on the beginning of a pay period and end at the end of a pay period. Employee returns to his/her previous position at the end of the temporary promotion.

Section 15. Management Reassignments. In the event the Employer has a need to fill a position through management reassignment, with a regular employee, the following procedures will apply:

a. The Employer will consider all regular employees within the NAF activity whom the Employer has determined to be qualified.

b. The Employer will select the senior volunteer, from among the employees determined to be qualified, in the event there are no volunteers the Employer will select the junior on-volunteer from the group of Agency determined qualified employees.

c. Seniority shall be based on leave SCD (Service Computation Date).

In the event the Employer has a need to fill a position through management reassignment, with a flexible Employee, the following procedures will apply:

- a. The Employer will consider all flexible employees within the NAF activity whom the Employer has determined to be qualified.
- b. The Employer will select the senior volunteer, from among the employees determined to be qualified, in the event there are no volunteers the Employer will select the junior non-volunteer from the group of Agency determined qualified employees.
- c. Seniority shall be based on last date of hire.

For other reassignments the Employer agrees to give consideration to qualified employees within the 412 Force Support Squadron who apply for positions via NAFJOBS.ORG website. Reassignment may or may not include an increase in pay.

Noncompetitive reassignments for employees on developmental positions are made upon satisfactory completion of required training, experience requirement and with supervisory recommendation, the employee may be noncompetitively reassigned/promoted to the higher grade level.

Section 16. Details. A detail is a temporary assignment of an employee for a specified period, not to exceed one hundred fifty-four (154) calendar days, eleven (11) pay periods, with the employee returning to his/her regular duties at the end of the detail, unless the Agency determines a longer time period is necessary. A detail to a lower-level position shall not adversely affect the employee's classification, or job standing. There is no change in pay for details. Notifications of details will be given to the employee. It is agreed that details will be used to meet temporary needs of the work program of the activities when necessary services cannot be obtained by other desirable or practicable means. To the maximum extent feasible, details will be rotated among employees in the unit. Details may be made appropriately under circumstances such as follows:

- a. To meet emergencies occasioned by abnormal workload, change in mission or organization, or unanticipated absences such as sick leave, or emergency annual leave;
- b. Pending official assignments, pending description and classification of a new position;
- c. Pending security clearances;
- d. For training;
- e. Short term workloads; or
- f. In the best interest of the Employer and Employee.

Section 17. When an employee is detailed to a different position for a period of thirty (30) calendar days or more the employee will be given a reasonable period of time in which to

become proficient in the new requirements of the position. The employee will also be given a copy of the position description or position guide.

Section 18. Employees who feel a hardship will be caused by the reassignment may request and be granted a prompt meeting with the supervisor who will give fair consideration to the employee's concern.

Section 19. The Employer agrees to provide training on any new equipment, technology, work changes, or processes, sufficient in scope to prepare the employee to adapt and perform effectively. Employees will not be graded on the performance of their duties until they have been employed in the changed work environment for at least sixty (60) days.

ARTICLE 24

WAGE SURVEYS

Section 1. The Union will be notified by the Employer as soon as possible after receipt of information as to the tentative and/or actual starting dates of a wage survey ordered by the Department of Defense (DoD) Defense Civilian Personnel Advisory Service, Compensation Division, Wage and Salary Branch, Nonappropriated Fund (NAF) Pay Systems. The Union may submit additions or deletions to the list of establishments and jobs to be surveyed prior to the Wage Survey Hearing. The Union may nominate members for the wage survey teams.

Section 2. Union-nominated members of survey team will be provided official time for training, not to exceed eight (8) hours, and any training provided by Defense Civilian Personnel Advisory Service, Compensation Division, Wage and Salary Branch, Nonappropriated Fund (NAF) Pay Systems prior to the beginning of the wage survey.

Section 3. The Employer will support the participation of Union representatives in the wage survey process, including the use of duty time under the direction of the Chairman, Local Wage Survey Committee.

Section 4. Where the Employer is not the lead Agency on the wage survey, the Union may notify officials of the Employer as deemed appropriate should problems arise. Officials of the Employer will intervene with the lead Agency to assist with the resolution of those problems.

Section 5. A copy of the completed wage scale and other authorized material will be provided to the Union upon receipt of the information by the Employer.

Section 6. Where the wage survey authorities are holding meetings, and hearings to discuss matters dealing with NAF wage surveys or NAF survey coverage areas, the Union will be allowed to designate representatives to attend on official time.

ARTICLE 25

TEMPORARY DUTY, TRAVEL PAY AND PER DIEM

Section 1. Employees traveling on official business will perform such travel, and be compensated for it, in accordance with DoD Joint Travel Regulations (JTR), Volume II, the Fair Labor Standards Act (FLSA), the Nonappropriated Fund Personnel Policy Manual, and other applicable laws and regulations.

Section 2. To the maximum extent practicable, time spent in travel status away from the Employee's official duty station will be scheduled by the Employer within the normal working hours. Where it is necessary that travel be performed during non-duty hours, the non-exempt and exempt employees will be given compensatory time off or paid overtime when such travel constitutes hours of work under Title 5 of the U.S. Code or the FLSA, if applicable.

Section 3. Continuation of Approved Travel Expenses. Employees who are unable to arrive at or return from their destination as scheduled will be reimbursed for authorization travel expenses provided the inability to arrive or return is due to arduous travel conditions beyond the Employee's control resulting from natural calamity, unavailability of transportation, or severe weather.

Section 4. Advancement of Expenses. Employees required to travel will have the option of requesting a travel advance in accordance with JTR. Such request will be filed by the Employee and processed by the Employer as expeditiously as possible.

Section 5. Use of Privately Owned Vehicles (POVs). Normally, a Government vehicle will be used in connection with travel on Government business. In the event the use of a POV is authorized, mileage for such use will be compensated at the prevailing rate published in the JTR.

Section 6. Protective assistance. The Employer recognizes that some travel assignments may present a threat to the personal safety of employees. The Employer will take appropriate measures to assure the safety of the employee.

ARTICLE 26

TIME CLOCK

Section 1. The Employer will not allow employees to work during periods they are not clocked in and/or in a pay status.

Section 2. It is the responsibility of the employee to ensure their timecards are accurate and complete. Hours of work may be entered on the timecard by an appointed timekeeper.

Employees on an electronic timekeeping system may receive a printout of their timesheet upon request.

Section 3. Changes made to an employee's TMX report should be printed and given to an opportunity to be initialed by the employee normally before sending the TMX report to payroll.

Section 4. In the event the Agency replaces or updates to the Services Employee Time System (SETS) or any other time tracking system, the Union will be notified and allowed to bargain under provisions of this contract.

ARTICLE 27

INCENTIVE AWARDS

Section 1. Employee performance is critical to the efficient and economical operations of NAFI. To encourage outstanding performance, the Employer will administer a fair and equitable program to timely reward significant contributions made by individuals or groups to the mission of the organization, program, or NAFI. Award programs include both cash and non-cash awards for special acts, suggestions, inventions, and "honorary" awards for a broad range of contributions. Such awards are given at the discretion of the Employer consistent with its budget. Incentive awards will be processed in a timely and expeditious manner, consistent with AFMAN 34-310 NAF Personnel Policy Manual, and other applicable regulations.

Section 2. The following are the types of incentive awards available to qualifying NAFI employees:

- a. Employee of the Month Program – will apply to an individual employee;
- b. Performance Award – will apply to an employee;
- c. On-the-Spot Awards – will apply to an employee or a group of employees;
- d. Special Act Cash Award – will apply to an employee;
- e. Non-monetary Awards – will apply to an employee or a group of employees;
- f. Time Off with Pay – will apply to an employee or a group of employees;
- g. Honorary Awards – will apply to an individual employee.

Section 3. The Employer will provide a list of incentive awards to the Union on a quarterly basis. The list will include the work section, type of award, and name of employee receiving the

award, grade of employee and award amount (monetary or hours). The Union may request a meeting to review any specific or recurrent award.

ARTICLE 28

EMPLOYEE BENEFITS

Section 1. Consistent with applicable law and regulations, regular employees are entitled to participate in NAF employee benefits programs: DoD Health Benefit Plan (HBP) for health and dental; life insurance; retirement program, and 401(k) savings plan as administered by the Air Force Services Agency. If an employee elects to participate in any of the benefit programs, the Employer will take the required payroll deductions from the employee's earnings each pay period. Failure to enroll during the applicable eligibility period may result in an employee being deprived of certain benefits. Therefore, the Employer will fully explain these benefits to each employee, and employees will sign appropriate documentation, indicating their enrollment or waiver, before the end of their eligibility period.

Section 2. DoD Health Benefit Plan (HBP): The Employer will provide employees with literature or an appropriate website concerning the health and dental plans available to them within thirty (30) days of hire to ensure that employees have an opportunity to enroll. If after thirty (30) days of becoming a regular employee and he/she lose coverage from another health plan, employee is eligible for Special Enrollment to the Aetna Medical only coverage. If employee is interested in Special Enrollment, the HRO needs a letter stating that he/she has lost coverage from another health plan within the last thirty (30) days to be eligible. During Open Season, an employee under Special Enrollment may elect to add dental and vision coverage. Open Season is every year. If employee does not enroll in DoD HBP within thirty (30) days of becoming regular, he/she may elect health, dental, and vision coverage or SADP (Stand Alone Dental Plan) only during Open Season which is every year. When employee enrolls in DoD HBP or SADP, he/she chooses before tax (pre tax) or after tax payment. If employees choose before tax (pre tax) there are IRS restrictions for reducing/cancelling coverage, but if employees choose after tax, he/she may drop or reduce coverage at any time.

Section 3. The Union is entitled to an opportunity to ensure that eligible employees are provided with the appropriate Union benefits and dental plans available to them and given full opportunity to enroll. This entitlement is normally provided through new employee orientation by a Union representative.

Section 4. Retirement. The Employer shall follow the provisions of NAF Personnel Policy Manual AFMAN 34-310 and other appropriate regulations, for the centrally managed NAF Retirement Plan. No later than thirty (30) days before completion of the required twelve (12) months service as a regular employee, the Employer will notify eligible Employees that they will be eligible to enroll in the NAF Retirement System at the completion of twelve (12) months of regular Air Force NAF service. Employees must sign the appropriate form to elect or not elect to

join in the NAF Retirement Plan and provide this form to the HRO. Under Agency regulations, the initial twelve (12) months are included as credited service, if an employee enrolls when first eligible. Rehired NAF employees should check with their servicing Human Resources Office for information about their enrollment eligibility. The employer shall notify the Union of any proposed changes in the NAF Retirement Plan.

Section 5. 401(k) Savings Plan. The Employer shall follow the provisions of NAF Personnel Policy Manual AFMAN 34-310 and other appropriate regulations, for the centrally managed 401 (k) Savings Plan. An individual who becomes a regular employee will be eligible to participate within thirty (30) days of regular service. If an eligible employee chooses not to enroll in the Plan, he/she must complete an Enrollment Form (AF 1) and check the block in step 4 of the form to decline participation. If the employee does not complete the enrollment form declining participation, the HRO will automatically enroll the employee in the Plan with a one percent (1%) employee deduction and select an age-appropriate T.Rowe Price Retirement Target Date Fund as the default fund for employee contribution. An auto-enrollment participant may change or suspend his/her contribution percentage by completing a Contribution Change Form (AF 3) and submitting it to the HRO. An auto-enrolled participant may change the fund where his/her contributions are invested by logging on to www.wellsfargo.com or calling 1-800-377-9188 and following the instructions for fund transfers. HRO will notify employees in writing of auto-enrollment and inform them of what default fund was selected and ask them to complete a Beneficiary Designation Form and return it to HRO for processing.

Section 6. Social Security. In accordance with 41 U.S.C. Section 410, NAFI employees are provided Social Security coverage.

Section 7. Workers' Compensation Benefits. NAFI employees, except off-duty enlisted service-members, are provided compensation benefits under the Longshore and Harbor Workers' Compensation Act as appropriate under implementing law and regulation.

Section 8. Tuition Assistance Program. Eligible employees are encouraged to take advantage of the Tuition Assistance Program. This is a voluntary program available at the election of qualifying employees. Qualifying regular employees may use this benefit immediately.

Section 9. Employee Parking. Employee parking is subject to current parking policies and regulations.

ARTICLE 29

ENVIRONMENTAL DIFFERENTIALS

Section 1. The Employer has, as one of its continuing objectives, the elimination, or reduction to the lowest possible level, of all hazards, physical hardships and working conditions of an unusually severe nature. When the organization action does not overcome the unusually severe

nature of the hazard or physical hardship, a hazardous duty or environmental differential will be paid to the employees exposed to such situations. Even though a differential is authorized, continuous positive action must be taken by both supervisors and employees to eliminate danger and risks that may contribute to or cause the hazard or physical hardship of an unusually severe nature. Authorization to pay a differential is not an approval of work practices that may circumvent safety rules.

Section 2. Pay for an environmental differential under NAFI wage pay system is authorized for exposure to an unusually severe hazard which could result in significant hardship causing potential injury, illness or death when the hazard is not adequately alleviated by mechanical equipment or personal protective devices.

Section 3. It is agreed that wage employees will be paid environmental differentials, when warranted, in accordance with the NAF Federal Wage System Operating Manual. Immediate supervisors will notify employees promptly when differentials are authorized or changed.

Section 4. Prior to performing or upon completion of a work assignment, if an employee believes a differential is warranted, the employee should call the matter to the attention of the immediate supervisor. The appropriate Employer in consultation with the appropriate Safety Office will act for management in determining whether or not payment of a differential will be authorized. The employee may contact the Union regarding any denial, or reduction, of an environmental differential.

Section 5. Employees subject to more than one (1) hazard, hardship, or condition at the same time, shall be paid for that exposure which results in the highest differential, but shall not be paid more than one (1) differential for the same hours of work.

ARTICLE 30

EMPLOYEE INDEBTEDNESS

Section 1. Employees are responsible for paying their just debts.

Section 2. While the Employer may encourage employees to resolve indebtedness, the Employer will not act as a collection agent for debts unrelated to work. Any such actions will be taken in accordance with Agency regulations, and supported by specific authority such as a court order or Agency directive.

ARTICLE 31

BUSINESS BASED ACTION (BBA)

Section 1. A BBA is a reduction in employment category or pay rate, a change to lower grade or pay band, a furlough of eight (8) calendar days or more, or a separation action initiated by management for nondisciplinary reasons to include contracting out services. The Employer agrees to notify and discuss with the Union the necessity for business based action as soon as possible prior to effecting any such action.

Employees are affected by BBAs only is so identified after an objective, fair and equitable ranking against other Employees in the same employment category, occupational series, grade or pay band, and in the same NAF activity (e.g., bowling center, club, golf course, etc.) and in accordance with AFMAN 34-310 Chapter 6.

The Employee shall be provided the original and one (1) copy of the notice and advised they may supply a copy to the Union. The Employer agrees to inform the Union of any proposed or actual BBA as soon as possible after the information is available.

Such notification will include:

- a. The reason for the BBA:
- b. The number, types and grades of the employees involved;
- c. Type of action to be taken;
- d. The effective date of the action.

Section 2. BBA entitlements apply when there is a change downward in status from regular to flexible unless requested in writing by employee.

A bargaining unit employee who is adversely affected by BBA will receive priority placement rights in the NAF activity from which separated, and priority consideration rights at other DoD NAF activities in the commuting area (two hundred/200 mile radius) in accordance with AFMAN 34-310, this Agreement or other applicable regulations.

Section 3. Acceptance or declination of a position by an employee on the priority list will not affect his/her status on the list nor eligibility for reemployment in a regular position. Declination of an offer of an equivalent position results in removal from the Reemployment Priority List (RPL). 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.

Section 4. In the event of a separation due to BBA, existing vacancies will be utilized where feasible to place employees in continuing positions for which they qualify in order to minimize

adverse actions and reduce separations. Agency is under obligation to place separated Employees.

Section 5. An employee affected by BBA or their designated representative has the right to inspect BBA records pertaining to the employees involved in the BBA subject to restrictions imposed by law, or government wide rule or regulation.

Section 6. Determining Affected Employees: Covered Employees are ranked to determine the order in which they are affected (unless all employees are equally affected; separation due to base closure, for example) for any BBA. The ranking process takes into account both performance and seniority and is in accordance with AFMAN 34-310 Chapter 6.

Section 7. In order to reduce the adverse impact of a BBA, the Employer agrees to implement the following actions:

- a. Process all requests for retirement from all eligible employees;
- b. During the BBA process, institute a hiring freeze within the NAFI until it has been determined none of the affected employees would qualify or that waiver of qualifications would not be feasible;
- c. Business based actions will be taken in accordance with existing personnel policies and procedures.

Section 8. Affected employees will be allowed official time/administrative leave to:

- a. Review their Official Personnel Folder (OPF) and Agency employment records;
- b. Prepare resumes/employment applications for Agency positions;
- c. Arrange and attend job interviews for Agency Position within AFTC.

Section 9. When work which has been done by bargaining unit employees is to be contracted out, the Employer will notify the Union as soon as it is known, but in no event less than ninety (90) days prior to the projected effective date. If BBAs are to be initiated by the Employer, they will be processed in accordance with AFMAN 34-310 Chapter 6 and this Article. If requested by the Union, in accordance with Article 11, the Employer and Union will bargain to the fullest extent allowed by law.

Section 10. Performance award ratings on file on affected BBA employees will be used during ranking process.

ARTICLE 32

CONTRACTING OUT

Section 1. Contracting out will be addressed concurrently with Business Based Actions, Article 31.

ARTICLE 33

HEALTH AND SAFETY

Section 1. The Employer will continue to exert every effort to provide and maintain safe working conditions and industrial health protection for the employee.

a. The Union will take an active role in ensuring that all NAF activities are safe and potential safety issues are reported.

b. The Union, through stewards and officers, will encourage all employees to work in a safe manner.

c. The Union may appoint one (1) employee to act as the Union appointed safety monitor for the FSS.

d. The Union appointed safety representative shall be allowed to attend Voluntary Protection Program (VPP) meetings as an active participant.

e. The parties will jointly participate in the VPP program for Edwards.

f. The Employer agrees it will provide VPP training for the Union appointed safety representative.

Section 2. The Employer agrees to the full extent of its authority to assure prompt and proper reports of accidents and injuries; create a climate of safety consciousness in all supervisors and employees; and insure prompt and complete reporting of on-the-job injuries to the Air Force Insurance Fund, Department of Labor, so that a fair and equitable settlement can be made. The Union agrees to vigorously support the safety program through encouragement to all employees to conscientiously abide by established safety rules, regulations, directives, etc., to report to their supervisors any known hazardous condition or procedure for the purpose of making such condition or procedure safe; to report job-connected injuries or illness to their supervisor immediately and complete a report of injury or occupational illness.

Section 3. The Activity Manager will provide to the Union safety monitor a copy of all mishap reports that affect bargaining unit Employees on a monthly basis.

Section 4. The Employer is responsible for administering, monitoring, maintaining and recording an effective safety program. Employees will be provided necessary on-the-job training on safety including instructions on applicable safety rules and regulations. All employees will comply with the applicable safety rules and regulations. These trainings on safety will be renewed, as needed, annually.

Section 5. It is agreed that no employee shall be required to operate, repair, or perform work on or about moving or operating machines without proper training precautions, protective equipment and safety devices, nor shall any employee be required to work in areas where conditions are detrimental to health, as determined by proper medical and safety authorities, without proper protective equipment and safety devices. Protective equipment and safety devices required by the Employer will be furnished by the Employer.

Section 6. If an employee has a claim that a job to which he/she has been assigned, will immediately endanger life or limb, he/she shall promptly stop the job and report the circumstances to his/her immediate supervisor. The immediate supervisor should inspect the job to insure that it is safe before requiring the employee to carry out the work assignment. If the condition is found to be unsafe, the immediate supervisor will stop the job and immediately report the condition to the next level supervisor for corrective action.

Section 7. If an employee is injured on-the-job, the Employer will provide first aid and/or emergency transportation to appropriate medical facility. A copy of all associated reports, as applicable to the injury, will be made available to the Union, unless prohibited by this Agreement or other applicable laws, rules or regulations. The Agency will not be required to provide duplicate reports or files.

Section 8. When the Employer determines that an employee is physically impaired for duty, except under the influence of alcohol or narcotics, after reporting to work, the activity manager to which the employee is assigned will assist the employee in obtaining transportation to his/her home, or to a physician, and/or will call 911/emergency services if such assistance is deemed necessary in the reasonable judgment of the supervisor. If the employee disagrees with the Employer's determination of impairment, then the issue shall be resolved by examination at the installation medical facility at no cost to the employee. If employees do not wish to be examined at this facility, the Agency shall be free to request the employee submit a fitness for duty examination by independent licensed physician at no cost to the employee.

Section 9. Employees who have sustained an on-the-job injury shall be provided limited duty as prescribed by a licensed physician when such work is available.

Section 10. Information concerning workers' compensation insurance and sick allowance, when applicable, shall be furnished to the employees of the activity upon request. No later than one-hundred and eighty (180) days after the effective date of this Agreement, employees will be briefed by the Employer and the Union on NAF Employees Workers' Compensation

(NAFEWC) process, procedures and responsibilities. The Agency will, if available, furnish comprehensive and complete training on the NAFEWC for one (1) Union representative.

Section 11. All employees shall adhere to sanitary regulations and such other reasonable personal hygiene habits and cleanliness, as may be prescribed by this Agreement, the Employer and other applicable laws, rules and regulations.

Section 12. All employees subject to exposure hazards and those whose handicaps may endanger their health and/or the health of others will be given a health examination at intervals which will comply with applicable Federal, State and local laws and regulations relating to the safety and health of Agency employees.

Section 13. Employees engaged in hazardous occupations, as designated by the Base Safety Officer, will be required to wear protective items at Employer's expense. Additionally, when the Employer requires the wearing of special safety items to protect an employee, those specified items shall be furnished to the employee at no cost. Employees are responsible for taking reasonable care of any items furnished by the Employer. Employee is not responsible for normal wear and tear, or damages incidental to work, but may be responsible for loss or damage resulting from willful, reckless, or negligent acts. The Union agrees to vigorously encourage all employees to wear protective clothing and equipment provided by the Employer.

Section 14. No employee will be required to work alone in an area or situation determined to be hazardous by the Base Safety Officer. If employees are so assigned by the Employer, communications, and reasonable protection will be furnished by the Employer.

Section 15. The Employer and the Union will cooperate in the continuing effort to eliminate accidents and health hazards. The Union appointed NAF safety monitor will be authorized to act as a Union representative on appropriate base level safety committees.

Section 16. The Union appointed NAF safety monitor will be afforded official time to attend regularly scheduled Safety Council meetings. Union officials must request official time for such purpose in accordance with this Agreement, and should give advance notice of such meetings to the appropriate supervisor as soon as possible.

Section 17. The Employer will ensure that all Employees are informed of and adhere to the heat conditions set forth in applicable regulations.

Section 18. Upon the request by the Union, the Employer will provide the Union's President, NAF Chief Steward, or the NAF Safety Monitor with a copy of current DoD, and Air Force safety directives which are specifically identified and to which the Union is entitled under applicable laws. The Employer will also provide to the Union's safety monitor a copy of future safety directives received from the Air Force or DoD if they impact on the working conditions of bargaining unit employees. The Union will notify the Employer, in writing, of the name and phone number of the Union's safety monitor and of any changes that occur during the life of this Agreement. The Union safety monitor and employees may submit suggested improvements in the safety program to the Employer anytime during the life of this Agreement. Union NAF

safety monitor will be provided the same general safety training provided to Employer's safety personnel. The Union may nominate from among current stewards for additional safety training to facilitate their role as a bridge between employees and Employer/Government Safety personnel, this will not authorize additional steward positions.

Section 19. Annual Safety Inspections.

a. The term "inspection" means a comprehensive survey of all or parts of a workplace to detect safety and health hazards. Inspections are normally performed during regular work hours except as special circumstances may require. Inspections do not include routine day-to-day visits by Base occupational safety and health personnel or routine workplace surveillance of occupational health conditions.

b. A Union representative will be allowed to accompany the inspector during the annual physical inspection of employee work areas, as well as the official who conducts an inspection in response to a report by an employee, or the Union, of any unsafe or unhealthful condition. A Union representative will also be allowed to accompany OSHA inspectors during their inspection of employee work areas, provided the inspector does not object. Union representatives accompanying such inspectors are entitled to official time, if otherwise in a duty status. Union officials must request official time for such purpose in accordance with this Agreement, and should give advance notice of such meetings to the appropriate supervisor as soon as possible.

Section 20. Office clerical employees assigned to work twenty (20) or more hours at a video display terminal (VDT) in any workweek will be provided information in writing by the Employer about the hazards and possible effects of such work and training as to how to minimize the effects of constantly working at a VDT.

ARTICLE 34

ALCOHOL AND DRUG ABUSE

Section 1. The Parties agree to manage the Air Force Drug Demand Reduction Program in accordance with AFI 44-107, and Memorandum of Agreement (MOA) entered into on 26 September 2011.

Section 2. Employees will not be permitted to work when impaired for work, or when they appear to be impaired, e.g., the employee is disheveled, smell of alcohol, etc. When such impairment or apparent impairment occurs, the employee may be referred to an appropriate health care provided for examination. The employee will remain in a duty status during any Employer-directed examination at an Agency health care facility, but may be released from duty or directed to return to work, as appropriate, following such an examination. The employee may also be referred to the employee Assistance Program (EAP).

Section 3. An employee with a substance abuse problem may self-identify at any time and seek counseling and assistance on a voluntary, confidential basis by contacting an EAP Representative. The Employer will not initiate discipline in cases where the Employer: self-identifies prior to, and independent of, any other identification method; the employee obtains assistance and fully participates in the EAP; agrees to follow-up testing under Agency regulations; agrees to release EAP records consistent with Agency regulations; and, refrains from the use of illegal drugs. Employee who self-identify to a Drug and/or Alcohol Abuse Program for counseling will not be subject to disciplinary action for any related offenses occurring prior to self-identification. “Safe Harbor” provisions are not available when: an employee is scheduled for testing, or just after such testing; an employee is observed, arrested, or convicted for illegal drug use; or, is involved in drug distribution or other drug related offenses other than personal use.

ARTICLE 35

DISCIPLINARY ACTIONS

Section 1. Disciplinary action is a tool used to correct, improve, or deter employee behavior. It is not a punitive action imposed to punish employees. Disciplinary action will be timely and taken against an employee only for just cause as will promote the efficiency of the Agency. Discipline is based on a violation of rules or conduct or on other offenses which are related to work. Discipline will not be taken against an employee for arbitrary or capricious reasons.

Section 2. For Regular Employees. Discipline or a disciplinary action refers to an oral admonishment, a reprimand, a suspension, a downgrade, or a removal, intended by the Employer as a penalty for a breach of standards by an employee. Any disciplinary action taken must be based on just cause, be consistent with laws and regulations governing such action, be fair and equitable, and for such cause as would promote the efficiency of the Agency. When the discipline to be taken is a reprimand, suspension, removal, or downgrade, there will be a notice of proposed action, the right to reply orally or in writing or both, and a final decision which considers the reply.

The Employer agrees that in formally notifying the employee of a proposal to reprimand, suspend, downgrade, or removal, the written notice will inform the employee of the nature of the offense, the reasons for the proposed action, and the right to reply within ten (10) work days to the management official proposing the action. An extension of the reply time may be granted for valid reasons if requested in writing by the employee or representative. The employee will be allowed a reasonable amount of time within the response period, if otherwise in an active duty status, to prepare and submit a response to the proposed action. The written decision should normally be given to the employee within ten (10) work days following expiration of the reply period. The effective date of the disciplinary action will be no sooner than fifteen (15) work days following the date of proposed notice.

Section 3. For Flexible Employees. Discipline or a disciplinary action refers to an oral admonishment, a reprimand, or a termination, intended by the Employer as a penalty for breach of standards by an employee. Any disciplinary action taken must be based on just cause, be consistent with laws and regulations governing such action, be fair and equitable, and for such cause as would promote the efficiency of the Agency. When the discipline to be taken is a reprimand, the supervisor meets with the employee, tells the employee that he/she is considering a reprimand due to the employee's misconduct; tells the employee the specific nature of the misconduct; and gives the employee an opportunity to explain his/her actions. After the meeting, if the supervisor believes a reprimand is warranted, supervisor prepares the reprimand, coordinates with NAF HRO, then issues the reprimand to the employee. When the discipline to be taken is termination the supervisor meets with the employee, tells the employee that he/she is considering termination due to employee's misconduct; tells the employee the specific nature of misconduct; and gives the employee an opportunity to explain his/her actions. After the meeting, if the supervisor believes termination is warranted, the supervisor prepares the termination notice and coordinates with the NAF HRO and then notifies the employee in writing giving at least twenty-four (24) hours advanced notification of termination date.

Before the applicable meeting in section 3 is held the supervisor notifies the employee there may be cause to admonish, reprimand or terminate the supervisor will inform the employee of the nature of the offense, the reasons for contemplating an action, the action being contemplated and the date and time of the meeting. The employee is free to seek assistance from a Union representative prior to the meeting with the management official taking the action. After the meeting the employee will have an opportunity to submit a rebuttal and further explanation on the matter discussed in the meeting. An extension of the opportunity to submit a rebuttal may be granted for valid reasons if requested in writing by the employee or representative. The employee will be allowed a reasonable amount of time within the rebuttal period, if otherwise in an active duty status, to prepare and submit a rebuttal to the action. The submission of a rebuttal may allow but will in no way require the Employer to delay any action decided on by the supervisor.

Section 4. In keeping with the concept of progressive discipline, action imposed should be the minimum in the judgment of the disciplining official that can reasonably be expected to correct and improve employee's behavior, as well as maintain discipline and morale among other employees.

Section 5. The standard of proof employed in disciplinary action and any grievance of such action is substantial evidence. Substantial evidence is such relevant evidence as a reasonable person may accept as adequate to support a decision.

Section 6. When taking disciplinary action, the Employer should consider the range of penalties provided in the NAF Personnel Policy Manual as a guide to give supervisors and managers flexibility in dealing with particular situations, while guiding them toward a measure of uniformity in imposing penalties consistent with difference in the nature of the position held, the specific circumstances surrounding the infractions and the past record of the employee.

Section 7. If the supervisor has reason to counsel, orally admonish, or discipline an employee, it shall be done in private in a manner that will not embarrass the employee before other employees or in public.

Section 8. The Parties agree that discipline is to be taken only when necessary and then promptly and equitably. If it is necessary to delay discipline, the employee should be informed that discipline is being considered. Reasons for any delay in the prompt administering of discipline will be made a matter of record in the disciplinary action file.

Section 9. The Employer should initiate disciplinary action within forty-five (45) days after the offense was committed or made known to the Employer. The Employer may reassign or place the employee on administrative leave during the investigation or pendency of such disciplinary action.

Section 10. If the employee elects to be represented by the Union during the disciplinary process, the Employer will provide to the Union representative, a copy of all materials the Agency relied upon to support the reasons for the proposed disciplinary action. Any material or evidence which is not disclosable to the employee will not be considered in support of the disciplinary action against the employee. If the employee does not wish Union representation, the Employer will provide the Union with notice of, and an opportunity to attend, an employee reply or decision meeting. The Employer should provide such notice at least twenty-four (24) hours in advance of the meeting.

Section 11. Letters of Counseling are not disciplinary actions under this Article. Letter of Counseling (LOC) are informal actions to document a verbal counseling. Verbal counseling usually constitutes the first steps in correcting employee misconduct. LOC may be prepared by the immediate supervisor or other management representative for minor violations of a rule or regulation, or to call the employee's attention to certain deficiencies in conduct and or work performance. Incidents for which an employee receives a LOC are normally not considered as prior offenses when determining a subsequent level of disciplinary action. However, they may be used in subsequent actions to show that certain aspects of conduct have been previously brought to an employee's attention. Supervisors should retain all notes, but LOCs should be removed from the supervisor's file after six (6) months. New supervisors will construct their own employee files upon assignment to a new position, and will destroy any personal notes left by the previous supervisor unless necessary to support a current LOC. However, any such notes from the previous supervisor, and the LOC they support, will be destroyed at the end of the applicable six (6) month period.

Section 12. In any investigatory interview of an employee conducted by a representative of the Employer, the employee has the right to have a Union representative present if (1) the employee reasonably believes discipline may result from the investigatory interview, and (2) the employee requests representation. When the supervisor advises the employee of the investigative interview meeting they will also advise the employee the meeting is of the nature appropriate to have a Union representative. The Employer agrees to inform the employees in the bargaining unit of their rights under 5 USC 7114(a)(2)(B), Weingarten Rights by publishing provisions of this Article in the bi-annual NAF Newsletter.

Section 13. Employees will be shown and will be afforded the opportunity to review, acknowledge and if they wish respond in writing to be made a part of the record, to any negative or detrimental entries made in any agency record which may affect conditions of employment of the employee. Absent affording the employee this opportunity the entry will not be made a part of the record. The Parties further agree the employee shall acknowledge his/her awareness of the entry by dating and signing the Supervisor Employee Work Folder (971). It is understood that acknowledgement does not signify agreement, but only the opportunity to review and respond.

ARTICLE 36

UNION FACILITIES

Section 1. Union officers or steward may have access to government telephones to make local telephone calls when conducting labor-management relations activities. The Employer agrees to provide one telephone.

Section 2. The Employer agrees to continue to provide suitable office space to the Union. By prior arrangement, the Union may use available facilities for Union meetings or other special events. In addition, the Parties agree to the following for the NAF bargaining unit: B2850, Rm 24, approximately 363 square feet. The room has a cipher lock and is configured with four workstations. The Employer provided a base telephone line/telephone and computer/DSN connectivity.

Section 3. The Employer agrees to provide one computer, to include monitor and keyboard. The Parties agree that such computer and all necessary peripherals shall be for the exclusive use of official communication(s).

Section 4. It is understood that the Employer shall also supply any needed software for the purposes of connecting to the Internet/Intranet and Edwards' standard e-mail account.

Section 5. The Parties understand that any and all internal (i.e., belonging to the Employer) security measures shall be required and applied toward such computer, and all necessary peripherals.

Section 6. It is also understood that all other computers and associated equipment, owned by the Union, shall be exempt from any such Employer-mandated security measures.

Section 7. It is understood that the Union may not connect any privately owned computers/equipment, to the LAN outlet connected to the base network.

Section 8. Inspections, upgrades, replacements, and any other need to access such equipment owned by the Employer, shall be coordinated with the Union beforehand.

Section 9. The Employer shall provide accessing means (e.g., passwords), as needed, for the use of such equipment.

Section 10. The Parties understand that the computer supplied by the Employer is on loan to the Union office. The AFTC will be responsible for the equipment (e.g., upgrade, repair, replacement, malfunction, etc.). A Report of Survey will be initiated for each piece of damaged equipment. The Union may be required to pay for damaged equipment if it is determined that the damage was intentional or the result of misuse.

Section 11. The Employer shall provide the Union any related documentation concerning its internal security measures (i.e., government-wide and local rules and regulations) to ensure compliance.

Section 12. The Union shall retain its office in building 2850, Rm 24, for the life of this Agreement unless otherwise agreed by the Parties. The Union shall pay no rent or pay for utilities. If the Employer requires use of these premises or there is a need for the occupants under non-emergency situations to vacate, the Union will be provided notice. Temporary space will be provided as soon as practicable.

Section 13. The Union understands the facility it occupies is the property of the U.S. Government and in that respect, the U.S., its officers, agents, employees, and contractors may enter, with prior notice, upon the premises at any time for the purpose of inspection and inventory and when otherwise deemed necessary for the protection of the interests of the Government. The Union understands they shall have no claim on account of such entries against the U.S. or any officer, agent, employee, or contractor thereof.

Section 14. Condition and Maintenance of Premises. The Union has inspected and knows the condition of this property. It is understood that it is provided without representation or warranty by the Government concerning its condition, and without obligation on the part of the Government to make any alterations, repairs, or additions, unless otherwise agreed. The Union agrees to keep the property free of trash, garbage, and debris accumulation within the areas covered by this document and to protect and maintain said area in good condition. The Union also agrees not to display offensive materials and to comply with installation policies applicable to all workers.

Section 15. All portions of the property, including any improvements built by the Union, shall be protected and maintained in good order and condition by and at the expense of the Union, unless otherwise agreed. No new construction will be authorized without approval of the appropriate Agency authority.

Section 16. Property damaged, destroyed, or unlawfully polluted or contaminated during the Union's occupancy of said property, shall be repaired or replaced by the Union at its own expense, unless otherwise agreed.

Section 17. Routine maintenance, minor repairs, and utilities will be provided by the AFTC, at no cost to the Union.

Section 18. Vacation of Premises. The provisions in this Section shall continue for the life of this Agreement or until the Union vacates these premises. Upon vacating the premises, the Union shall remove its property, and restore the premises to a satisfactory condition, except for damages beyond its control or for fair wear and tear.

Section 19. The Union and its representatives may use the BITS and Air Force email system for regular representation communications (e.g., grievance correspondence or memos to the Employer, Employee or other Union officials). The Employer does not assume any responsibility for the security of items placed in the activity BITS, nor does it guarantee delivery or timeliness of delivery. The Union must conform to all internal security practices relating to information security when using government email systems. The Union Officials are responsible for protecting employee and government information, and must not make any unauthorized disclosure of such information. The BITS and government email systems may be used for distribution of Union business and relevant work place information to the bargaining unit employees.

Section 20. A sufficient space of 24” by 24” will be provided and identified as AFGE Local 1406 on bulletin boards in work areas of bargaining unit employees. In cases where the existing board will be used it will be equally divided for the display of Union literature, correspondence, notices, etc. The Employer also agrees to permit distribution by the Union of notices and circulars sponsored by the Union to all employees in the bargaining unit. The Union agrees that material posted or distributed will not violate any laws, security, or contain scurrilous or libelous statements. Official time will be granted for the updating of official bulletin boards once each month.

Section 21. The Employer agrees to include in issues of the 412th Force Support Squadron Newsletter the names, locations and telephone numbers of the Union’s officials.

Section 22. The Parties have an interest in maintaining adequate Union facilities, and administrative and business equipment. Consistent with applicable law and regulation, the Employer will assist the Union with applications for maintenance and improvements to Union facilities and equipment.

Section 23. Three reserved parking places, and one parking space reserved for individuals with disabilities will be provided to the Union for NAFI employee use in front of the Main Union Office. The Employer will post visible parking space designations to make others aware. Consistent with applicable law and regulation, the Employer will assist the Union with applications for additional parking spaces, and improvements to existing Union parking spaces. In order to receive a reserved parking space, the steward must submit this justification in accordance with EAFBI 32-101. The Agency will provide at least one designated Union parking space as close to the main entrance of any satellite Union offices.

ARTICLE 37

UNION REPRESENTATION

Section 1. The Union agrees to designate elected officers or stewards to perform representative functions in the FSS and all other appropriate activities. The local Union president will furnish the NAF Human Resources Office a listing of authorized/designated officers and stewards including name, telephone extension, organizational symbol, and supervisor to which assigned. The Union shall supply the Employer in writing, and shall maintain with the Employer, a current list of authorized stewards and the section they represent within the Nonappropriated Fund area.

Section 2. The Union retains its right to designate its representatives without interference. The effective use of stewards and a reasonable distribution of their Union workload enhance a sound Union-Management relationship and contribute to the efficiency of activity operations. The Employer agrees to recognize the stewards duly authorized by the Union. Stewards shall be eligible employees in the unit.

Section 3. The Employer agrees to recognize the officers and duly designated representatives of the Union and shall be kept advised in writing by the Union of the names of its officers and representatives. The Agency shall not recognize as a Union representative and or grant official time to employees not identified by the Union, in writing. When designated by Local 1406, AFGE staff employees shall be recognized as a representative acting on behalf of the Union. In accordance with security practices in place at the time AFGE staff employees designated by Local 1406 will be afforded reasonable access to the facility.

Section 4. Official Time Release Procedure. The Union and the Employer will guard against use of excessive time by the Union officers and stewards in performing their representational duties. If the Agency has cause to believe that steward(s) are using excessive official time, they shall first raise the issue with the president of the Local who will have three (3) workdays to investigate and respond. Normally only one (1) Union steward/official will be permitted to attend authorized functions on official time unless an exception is granted on a case-by-case basis by the Employer, unless there is more than one (1) client or unless more than one (1) representative is authorized by specific provisions of this Agreement.

Section 5. Local Union President. A NAF regular employee, who is elected or appointed as the Local 1406 President, will be authorized one hundred percent (100%) official time to perform representational duties for bargaining unit employees under this Article. In the event the President of Local 1406 is not a NAF Employee of Edwards AFB the Union's NAF Chief Steward will be authorized thirty percent (30%) official time. The thirty percent (30%) block time will not be authorized if the President of Local 1406 is a NAF employee and receiving one hundred percent (100%) time.

a. The official time must not be used for the purpose prohibited by Section 7131(b) of the Statute such as soliciting membership, campaigning for Union office, or collection of Union dues;

b. Should a NAF President be absent, on leave or for other reasons, for a period of forty-eight (48) hours or more, the President may designate a bargaining unit member in their absence. In such cases, the replacement employee's supervisor and NAF Human Resources Office should receive a notice as soon as possible, but no later than five (5) working days in advance to allow for schedule adjustments;

c. The number of stewards will not exceed one (1) per every eighty (80) bargaining unit employees. If the number of employees falls between eighty (80) it will be rounded up to the next number of stewards. This does not include officers or the chief steward;

d. The Union NAF Chief Steward will schedule their official time with their immediate supervisor to encompass a daily afternoon shift, unless otherwise mutually agreed. For example, the Chief Steward will arrange to devote 1200 to 1600, daily, for Union activity. During work hours, the Chief Steward should not engage in any representational functions on official time, unless required by the Employer;

e. It is understood that official time is to be used for representation activities authorized in 5 USC 7131 or other appropriate authorities;

f. If otherwise in a duty status, other recognized Representatives of the Local will be afforded a reasonable amount of official time;

g. Additionally, if otherwise in a duty status, Union representatives should normally use no more than six (6) hours of official time per pay period;

h. The President's one hundred percent (100%) nor Chief Steward's thirty percent (30%) entitlement will not count against this official time allotment.

Section 6. The following procedures shall apply to Union representatives who wish to leave their assigned work area on official time, as authorized under this Agreement:

a. When a Union representative desires to leave their assigned work station to conduct authorized Union-Management business, that Union representative must first report to and obtain permission of the immediate supervisor. In requesting release, the Union representative will inform the supervisor of the nature of the function to be performed (i.e., representation, bargaining, or labor relations), designation, and estimated duration, etc.

b. Subject to the provisions of this Article, and if workload conditions permit, the Union representative shall be released. If release cannot be granted because of workload considerations, the supervisor shall advise the Union representative when release would be appropriate. The release should not exceed twenty-four (24) hours unless release would create an undue interruption to the mission.

c. When the Union representative intends to meet with employees in another work area, the representative's supervisor shall make arrangements for such meeting with the first level supervisor of the employees involved, subject to workload conditions.

d. Upon release, applicable portions of the AFMC Form 949 will be completed by the supervisor and the Union representative.

e. Upon entering a work area other than their own to meet with unit employees, the Union representative shall advise the immediate supervisor of his/her presence, the employees to be contacted, and the estimated duration.

f. Upon return to the work area, the Union representative shall advise the supervisor of his/her return. The supervisor shall sign the representative in on AFMC Form 949 annotating the amount of official time actually used and retain the form for accounting purposes. The Union representative shall be given a copy of the form when it is completed.

g. For meetings called or approved by management officials which the presence of a steward is appropriate, the manager should contact AFGE Local 1406 to determine which steward will be assigned. The management official arranging such meeting shall arrange for the Union designated steward's release, to include shift adjustment (e.g., partial, full) if required, through contact with the steward's supervisor. The management official arranging such meetings shall provide to that supervisor the information necessary for release. All other provisions of this section shall apply. This paragraph shall also apply to grievance presentation meetings held in accordance with the Negotiated Grievance Procedure.

Section 7. If it becomes necessary to transfer a person designated to represent the Union to another shift, or work area, the representative shall retain their representation rights until the Union removes the rights or transfers them to another representative. The Union may elect to retain the employee as steward.

Section 8. Authorized representatives of American Federation of the Government Employees (AFGE) will be allowed to visit the NAF activities at reasonable times on authorized Union official business subject to applicable security regulations. Arrangements for such visits will be made prior to the visits will be made with the NAF Human Resources Office Chief or in his/her absence, the NAF Human Resources Specialist, who will contact the applicable Activity Manager to notify him/her of the visit. When the visit is for internal Union business, it must be conducted during employee's non-work time.

Section 9. In recognition of the Union's right of representation as provided in applicable provisions of the Statute, the Employer agrees to notify the Union when a formal discussion or hearing is scheduled in connection with an employee grievance, and the employee is not represented by the Union, in order for the Union to have an opportunity to have an observer present.

Section 10. The Employer agrees to grant official time to a specified number of Union officers and stewards to attend Labor Relations training determined to be of mutual benefit to the Employer and the Union. The total official time granted for training in any twelve (12)-month period will not exceed two hundred (200) hours. It is understood that the Employer shall not be required to release more than one (1) steward per NAFI for training at a time; this will not prevent the Agency from allowing more than one (1) steward to be released at their discretion.

The Union will provide a list of attendees. The Employer agrees to release duly appointed NAF stewards for training purposes. Therefore, when stewards are otherwise in a duty status, official time for training will be granted to the extent practicable. Official time will be approved except in cases where the absence of an Employee or Employees would significantly interfere with the Employer's mission. When disapproval occurs for this reason, the reasons for such disapproval will be furnished to the activity local Union President at the time of disapproval.

To provide for release of stewards for training, the Union will submit requests for official time to the NAF Human Resources Office, at least fourteen (14) days prior to the training date. If release of the employee at the requested time will cause significant interference with the Employer's mission, the Employer will notify the Union and a mutually agreeable time for release will be developed.

Section 11. Functions for which a limited amount of official time is authorized

When work conditions are such that the steward/official may be excused from work and the steward/official represents an employee from outside the representative's organizational area, not more than twelve (12) hours per pay period of noncumulative, nontransferable official time will be authorized for stewards to perform those duties authorized by the Statute. Extensions for cases involving extraordinary situations may be granted, in writing, upon mutual agreement of the local Union President and the NAF Human Resources Officer.

Section 12. An employees' use of official time to carry out representational functions shall not influence their performance appraisal.

ARTICLE 38

GRIEVANCE PROCEDURE

Section 1. Except as provided in this Agreement, this procedure is the sole and exclusive procedure available to the Parties, and employees, to resolve grievances over any matter involving the interpretation or application of this Agreement, MOAs or MOUs, or any matter involving the application of rules and regulations, personnel policies, practices and other matters affecting working conditions.

Section 2. Employees have the right to present grievances on their own behalf without representation by the Union. An employee who elects not to be represented by the Union in a grievance will notify the Union of the decision in writing. Independent of the employee's election, the Union has the right to be present during the grievance proceedings. Accordingly, the Employer will notify the Union of all grievance proceedings. The Union has the right to present Union grievances on their own behalf, or employee grievances on the behalf of a requesting Unit employee. Arbitration can only be invoked by either the Union or the Employer.

Section 3. A "grievance" means any complaint:

a. By any Unit Employee concerning any matter relating to the employment of the Employee;

b. By the Union concerning any matter relating to the employment of any Unit Employee; or

c. By any Unit Employee, the Union, or the Employer, concerning the effect, interpretation, or a claim of breach of this Agreement; any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

Section 4. Nothing in this Agreement will be so interpreted as to require the Union to represent an Employee in processing a grievance, or to continue to represent an Employee, if the Union considers the grievance to be invalid, without merit, or not within the scope of this Article.

Section 5. Complaints concerning the following matters may not be raised under the negotiated grievance procedure:

a. Any matter precluded by law;

b. Any claimed violation of Chapter 73, Subchapter III, Title 5 of the U.S. Code (matters relating to prohibited political activities);

c. Retirement, life insurance, health insurance or a workers' compensation claim;

d. A suspension or removal under Section 7532 of Title 5 of the U.S. Code (National Security);

e. Any examination, certification, or appointment;

f. The classification of any position, or any reclassification that does not result in the reduction in grade or pay of a Unit Employee;

g. Non-selection for promotion from among a group of properly qualified candidates;

h. Failure to qualify during the probationary period;

i. The adoption or granting of, or the failure to adopt or grant, a suggestion or award;

j. A warning or caution, verbal counseling, or notice of a proposed action.

Section 6. Issues of grievability or arbitrability will be raised no later than Step 3 decision. In the event the grievability or arbitrability issue is not raised in or before the Step 3 decision it will be precluded from being raised as an issue for the hearing. In such cases, the Parties may request an additional fifteen (15) calendar days to provide a legal or advisory opinion on the issue of grievability or arbitrability to the party who raised the issue. Such requests should normally be

granted, but the Parties need not extend the periods beyond the additional fifteen (15) calendar days. The party will acknowledge receipt of such opinions but need not reply unless persuaded by the new submission. Grievability and arbitrability issues shall be treated as threshold issues at arbitration.

Section 7. Procedures for Grievance Filed by, or on behalf of Employees. The grievance process should be a quick and efficient resolution process for Employee complaints. Before filing a grievance Employees are encouraged to discuss issues of concern to them with their supervisor. The time limit for submitting the initial grievance is twenty (20) calendar days from the date that the Employee became aware, or reasonably should have been aware, of the action which led to the grievance.

a. Grievances at each Step will provide, at a minimum:

- (1) The specific dissatisfaction or complaint;
- (2) A summary of the relevant facts;
- (3) The provision(s) of the Agreement, MOA or MOU allegedly violated;
- (4) The specific relief requested; and
- (5) The identity of the designated representative, if any.

b. Steps of the Grievance Process:

(1) Step 1. An Employee, who may be accompanied by the appropriate Union representative, will present the grievance formally to the immediate supervisor. The Union representative is entitled to participate in the meeting and may present the grievance for the Employee. The supervisor or management official will make whatever investigation necessary and render a decision within fifteen (15) calendar days after receipt of the grievance. The Supervisor will advise the employee in the decision of who the appropriate step two grievance should be filed with. The Union and the Employer anticipates that most Employee grievances will be settled at this Step; however, if the grievant is not satisfied with the decision, the fifteen (15) calendar day time limit to submit the initial grievance in writing begins and the grievance may proceed to Step 2.

(2) Step 2. The grievant or their representative will submit the grievance in writing to the Next Level Supervisor above the step one decision, within fifteen (15) calendar days after receipt of the Step 1 decision. In addition to the information contained in Section 7a, the grievance shall specify the dissatisfaction with, and points not resolved by, the Step 1 decision. Within fifteen (15) calendar days after receipt of the grievance, the Step 2 official will meet with the grievant and the Union representative. The Union may elect to have an officer present in addition to the grievant and designated Union representative. Within fifteen (15) calendar days after the meeting, the Employer will render a written decision to the grievant. If the grievant is not satisfied with the decision, the grievance may proceed to Step 3.

(3) Step 3. At this step, the grievant will submit the grievance in writing to the FSS/CC or designated representative within fifteen (15) calendar days after receipt of the Step 2 decision. In addition to the information contained in Section 7a, the grievance shall specify the

dissatisfaction with, and points not resolved by the Step 2 decision. The grievant may also submit any documentary evidence that the grievant wishes the FSS/CC, or designated representative, to consider before making a decision. The FSS/CC, or designated representative, will render a written decision to the grievant within fifteen (15) calendar days after the meeting or receipt of the grievance if there is no request for a meeting. The Union will be entitled to have the same number of representatives present as management at a Step 3 grievance meeting. If the grievance is not resolved at Step 3 the Union may refer the grievant to arbitration, within fifteen (15) calendar days from the date of the decision, as provided in Article 39.

Section 8. If the issue of the grievance is covering a matter dealing with loss of pay or position the Employee will be free to file directly to the Step 3 within the time lines of the Step 1 procedure.

Section 9. Procedures for Grievance Filed by Union or Employer. If a dispute arises between the Parties, either the Designated Union Official or the Employer, or their respective designee, may file a written grievance with the other party.

- a. Copies of the Union grievance will be provided to the FSS/CC or designee;
- b. Copies of the Employer's grievance will be provided to the President, AFGE Local 1406 or designee;
- c. Any such grievance must include the same information as required in Section 7a of this Article;
- d. The grievance must be filed within thirty (30) calendar days after the event that gave rise to the grievance or within thirty (30) calendar days of the date that the grieving party should have been reasonably known of the event giving rise to the grievance;
- e. Within fifteen (15) calendar days after the grievance was filed, the Parties will meet and attempt to resolve the grievance. If the grievance is not resolved within fifteen (15) calendar days after the meeting either party may refer the matter to arbitration. For the purpose of this section, a grievance shall be deemed to have been filed on the date received by the other party;
- f. If the grievance is resolved at such meeting, the Parties will execute a Memorandum of Agreement (MOA) setting forth the resolution. If the grievance is not resolved at the meeting, the party to whom the grievance was submitted will forward its decision to the grieving party within fifteen (15) calendar days after the meeting;
- g. If the grievance is not resolved either party may refer the grievance to arbitration, within thirty (30) calendar days from the date of this decision, as provided in Article 39.

Section 10. The time limits at any step of the negotiated grievance procedures, including initial filing, may be extended by the mutual consent of the Parties. If the Step 1 deciding official fails to reply timely the grievant will be free to proceed to Step 2 within the applicable time limits. If the appropriate deciding official at Step 2 or Step 3 fails to reply within applicable time limits all

remedies reasonable and not in violation of law shall be granted. Failure of the Employee or Union Representative to observe the time limits shall constitute withdrawal and termination of the grievance. The Employer shall respond to all Step 3 and Union grievances within fifteen (15) calendar days, unless the Parties agree to an extension. Extension requests will be granted within reason.

Section 11. Computation of Time. In computing periods of time for the purpose of this Article, the first day of counting will be the day after the day of the act or event (e.g., the date after the employee received a final decision to take discipline, or the day after the deadline for submitting a response to a grievance). If the last day in the count is a Saturday, Sunday, or legal holiday, a day other than a legal holiday when the employer's office is closed, or a day in which an unscheduled leave policy is in effect due to inclement weather, that day shall not be counted, and the last day will be the next regular work day.

Section 12. Multiple grievances over the same issue may be initiated or consolidated and processed as one (1) grievance with the decision applicable to all. In such cases, the Employer will request the Union to select one (1) grievant as a representative for the group if the Union was selected as representative.

Section 13. Dissatisfactions and disagreements arise occasionally in any work situation, therefore, the filing of a grievance shall not reflect unfavorably on an Employee's good standing, performance, loyalty, or desirability as an Employee of the United States Air Force.

Section 14. The Employer and the Union agree that every effort will be made by management and the aggrieved to settle grievances at the lowest possible level. In as much as dissatisfaction and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization.

Section 15. Employees shall be made available as witnesses at any step and will not suffer loss of pay or charge to leave while they are serving in that capacity if otherwise in a duty status.

Section 16. This section establishes guidelines for implementation and administration of the NAF Alternate Dispute Resolution (ADR) Program for the Union's BUEs. The ADR Program involves mediation, but may be expanded to include other ADR processes, as appropriate, upon mutual agreement of the Parties.

a. It is agreed and understood that ADR works well, but its success will depend upon the full support of Management, the Union, and its BUEs. Either Party may request that the provisions of this NAF ADR Program be renegotiated by providing written notice to the other Party no earlier than one (1) year after implementation.

b. The Union President shall appoint its own ADR Champion. The Union and Management will work in partnership to market the ADR Program to the BUEs.

c. No rights of Management, the Union, or the BUEs are waived in the event a Settlement Agreement is not attained through this ADR Program.

d. In order to assure open discussion, it is agreed all ADR sessions will be considered confidential and the only record of proceedings that will be maintained shall be its final written Settlement Agreement. Settlement Agreements are confidential as much as possible within the bounds of law, rule, regulations, and negotiated agreements.

e. Settlement Agreements involving BUEs shall be provided to the ADR Program Coordinator or designee, the Union's ADR Champion and other appropriate offices, before being finalized. Settlement Agreements involving BUEs shall also be provided to the Union's President or designee and the Union's ADR Champion for review. Review of Settlement Agreements will be for compliance with law, regulation, and negotiated agreements; as opposed to substance. This review will normally be completed within five (5) workdays after receipt.

f. It is agreed that Settlement Agreements are crafted to resolve individual cases. They will not be considered as precedents or past practice, and may not be produced as evidence at subsequent litigation unless directly related to the subject and situation (e.g., litigation evolving from failure to comply with a Settlement Agreement). Although similar Settlement Agreements may be proposed to resolve future cases, neither Party is obligated to agree to identical or like Settlement Agreements.

g. The purpose of this ADR Program is to resolve disputes at the lowest level. Participation is strictly voluntary and there shall be no penalty, or reprisal toward a BUE that does not choose to participate.

Section 17. Grievances. It is agreed timely resolution to disputes is in the best interest of all and use of ADR procedures will be most effective before a Step 1 Grievance meeting. BUEs desiring to use this ADR Program will submit notice to cause their first level supervisor to be informed of the election of ADR. The supervisor will immediately notify the NAF HRO regarding such election. The NAF HRO will notify the ADR Coordinator and the Union, who will notify the appropriate Union Representative for that particular grievance, to begin ADR. The ADR Program Coordinator and the Union's ADR Champion will meet to agree on mediation process or notify the grievant that the request for ADR has been denied within five (5) workdays. The time limits established in grievance procedure, of this agreement will be extended in accordance with Section 9, for up to thirty (30) days, so ADR sessions may be conducted within fourteen (14) days. The Negotiated Grievance Process (NGP) will be considered held in abeyance during the ADR process. In the event the dispute is not resolved through the ADR Program, the grievance response timelines will start the day after the ADR session ends.

a. Although this ADR is intended to resolve complaints through the NGP, it is understood that ADR can also be used in resolving ULPs, when mutually agreed upon by the Parties.

b. It is recognized that in order for mediation to be an effective ADR tool, mediators must be neutral, well trained, and be provided appropriate Official/Duty Time to perform their duties. In the event mediators assigned to Edwards Air Force Base (EAFB) are to be used for the Union's BUEs, the following selection procedure will be used:

(1) The ADR Program Coordinator and Union ADR Champion will review and agree on appropriate candidates, as nominated by either Party. The Agency will provide appropriate and/or additional training for personnel selected. The Union will bear no associated costs unless otherwise agreed.

(2) The ADR Program Coordinator and Union ADR Champion will have a list of currently trained mediators and jointly select them for each applicable case in order to assure fair and equitable assignment subject to agreement of the disputing Parties. Mediators will be removed from the list upon their request, or as mutually agreed by the ADR Program Coordinator, and the Union's ADR Champion.

(3) The list of currently trained mediators shall be void of Privacy Act Information, limited to names and official titles, and shall be kept in strict confidentiality by the Union's President and the Union's ADR Champion.

(4) The Employer shall provide names and titles of trained mediators according to Section 3.

c. The Union will be allowed to have at least two (2) agency trained mediators.

d. It is agreed that Official Time, in accordance with Article 37, of this Agreement, the Union's ADR Champion, and the Union Stewards/Officers involved in ADR.

e. Duty time is appropriate for BUEs processing an issue through the ADR process.

f. An ADR Evaluation Form will be completed and provided to the ADR Program Coordinator. The ADR Program Coordinator, Union President, and Union ADR Champion will review, and summarize these evaluations and will use this information to ensure the quality of the services provided by ADR mediators remains high.

g. Any complaints or problems with a specific mediator should be directed to the installation ADR Program Coordinator for appropriate action.

h. Any complaints or problems with an outside third-party neutral under contract with the Air Force should be directed to the AF ADR Coordinator for appropriate action.

i. The term "mediator," used throughout this Article, is not intended to exclude other third-party neutral techniques which may be used within the ADR process.

ARTICLE 39

ARBITRATION

Section 1. Purpose. This Article shall be administered in accordance with the Federal Service Labor-Management Relations Statute, Title 5 U.S.C. Chapter 71, and this Agreement. This Article establishes the procedures for the arbitration of disputes between the Union and Agency, which are not satisfactorily resolved by the Negotiated Grievance Procedure found in Article 38 of this Agreement. A referral to arbitration can be made only by the Union or the Agency.

Section 2. Preliminary Procedures. The Union or the Agency may invoke arbitration by serving written notice on the other party within thirty (30) days following receipt of a final decision under the Negotiated Grievance Procedure found in Article 38. The notice shall identify the grievance and shall be signed and dated by an authorized representative on behalf of the party submitting the matter to arbitration. “Day” in this Article is defined as a work day (Monday – Friday, excluding holidays and days in which the Agency is not open for business).

Section 3. Method of Selecting an Arbitrator. Within seven (7) days after invoking arbitration, the Parties to the arbitration shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) by jointly submitting a completed FMCS Form R-43 “Request for Arbitration Panel.” If one party refuses to join in the request for arbitrators the other party may make a unilateral request to FMCS for a panel of arbitrators. A copy of the request to FMCS will be served on the other party. By providing a list of arbitrators, FMCS has not ruled on the arbitrability of the grievance. Within seven (7) days from receiving the list of arbitrators from the FMCS, the Parties shall meet to select an arbitrator. If the Parties cannot agree upon an arbitrator, the parties shall each strike one (1) name from the list alternately and then repeat the procedure until only one (1) name remains. The person whose name remains shall be selected as the arbitrator. The party striking the first name shall be chosen by a coin toss. The cost of obtaining a list of arbitrators from the FMCS shall be shared equally by the Parties. At any time, the Parties may obtain a new list of arbitrators from the FMCS by mutual consent. Upon request of the grieving party (i.e., the Agency or the Union), the FMCS shall be empowered to make a direct designation of an arbitrator to hear the case in the event (1) either party refuses to participate in the selection of an arbitrator; or (2) upon inaction or undue delay on the part of either party.

Section 4. Upon selection of the arbitrator, the Parties shall jointly communicate with the arbitrator and one another to select an agreeable date for the submission of motions and responses dealing with questions of arbitrability, if any, and establish a date for the hearing. Hearings over employee grievances shall take place at the site where the employee works, unless otherwise mutually agreed to.

Section 5. When a grievance concerns a complaint of sexual harassment, as defined in Article 9, Equal Opportunity, the hearing shall be a closed forum upon request of the Union.

Section 6. Expedited Arbitration. The following expedited arbitration process is available to provide a swift and economical method for the resolution of identified disputes. If the Union

wishes to utilize expedited arbitration, the Union President or designee shall within five (5) days of the date arbitration is invoked, notify the principal management official. The Union may, however, withdraw its request for the expedited arbitration procedure at any time prior to the setting of the hearing date. Group grievances may be included by mutual consent. Expedited arbitration may not be used for Union or Employer grievances.

a. The Parties will select an arbitrator in accordance with the provisions of section 3 of this Article. The designated arbitrator shall be notified by the Parties jointly by telephone or email of any request for expedited arbitration. In such cases, the designated arbitrator shall arrange a time, place, and date for the hearing within a period of not less than fifteen (15) days and not more than thirty (30) days.

b. The Parties agree that the following matters may be submitted for expedited arbitration, at the option of the Union:

- (1) Suspensions for fourteen (14) days or less;
- (2) Oral or written reprimands;
- (3) Actions imposing sick leave restrictions;
- (4) Sick leave, annual leave, Leave Without Pay (LWOP), or Absent Without Leave (AWOL) disputes;
- (5) Denial of Within Grade Increase (WGI);
- (6) Individual disputes over Alternate Work Schedule (AWS) or telework;
- (7) Disputes over performance appraisals;
- (8) Non-competitive promotions; or
- (9) Health and safety issues.

c. The following rules apply to the conduct of the expedited arbitration hearing:

- (1) The rules of evidence will be relaxed;
 - (2) Briefs will not be filed either before or after the hearing and a transcript will not be made unless mutually agreed to by the Parties or required by the arbitrator;
 - (3) Parties will be encouraged to use stipulations of fact and expected testimony for uncontroverted evidence;
 - (4) Parties may present closing statements orally at the conclusion of the hearing;
- and
- (5) The arbitrator will issue an award either from the bench at the close of the hearing, which will be confirmed in writing within fifteen (15) days from the close of the hearing; or in writing within thirty (30) days after the close of the hearing.

Section 7. Grievability/Arbitrability. The arbitrator has the authority make all grievability and/or arbitrability determinations. If either Party raises an issue of grievability/arbitrability, the arbitrator will hear the merits of the underlying grievance and decide both issues together. Arbitrability/grievability issues must be raised in writing by Step 3 of the grievance procedure. Upon mutual agreement of the Parties, issues arising under this section may be submitted to the arbitrator by brief, and decided prior to a hearing on the merits of the underlying grievance. Any

allegations of grievability/arbitrability will be heard as threshold issues in the hearing. There will be no separate hearing for grievability/arbitrability issues, except by mutual consent.

Section 8. Witnesses and Parties. The grievant(s), the grievant's representative, and technical advisor, if any, and all employees identified as witnesses, who are in an active duty status, shall be excused from duty and granted duty time and travel and per diem expenses to the extent necessary to participate in all phases in the arbitration proceeding, either as a Party or to testify as a witness, without loss of pay. Witnesses not located in the Edwards AFB area if feasible may testify via other means, (examples: phone, video teleconference, and sworn deposition), with consent of the arbitrator. The Agency shall make the Union aware of any unavailability issues as soon as possible. Union will submit their witnesses to the Agency representative five (5) work days prior to hearing date, to allow employees to be released. The Union may submit late requests for witnesses, and they will be released subject to availability.

a. The Agency shall ensure that all witnesses who are employed by the Agency are available for the hearing. In those instances when a witness cannot be made available on the day required, the arbitration may be postponed.

b. The Parties filing briefs shall be bound to the issues and associated facts presented at the hearing. Additional or extraneous material shall not be considered in the decision.

Section 9. Authority of Arbitrator. The arbitrator's decision shall be final and binding subject to the Parties' right to take exceptions to an award in accordance with law, or the grievant's right, if applicable, to initiate court action. However, the arbitrator shall be bound by the terms of this Agreement and shall have no authority to add to, subtract from, alter, amend, or modify any provision of this Agreement. The arbitrator may retain jurisdiction over a case when necessary to clarify the award, and will retain jurisdiction in all cases where exceptions are taken to an award and the Federal Labor Relations Authority sets aside all or a portion of the award.

Section 10. Ex Parte Communication with Arbitrator. There will be no communication with the arbitrator unless both Parties are participating in the communication.

Section 11. Computation of Time. In computing periods of time for the purpose of this Article, the first day of counting will be the day after the day of the act or event (e.g., the day after the employee received a final decision to take discipline, or the day after the deadline for submitting a response to a grievance). If the last day in the count is a Saturday, Sunday, a legal holiday, a day other than a legal holiday when the employer's office is closed, or a day in which an unscheduled leave policy is in effect due to inclement weather, that day shall not be counted, and the last day will be the next regular work day.

Section 12. Arbitrator's Award. The arbitrator shall render a written decision not later than thirty (30) days after the conclusion of the hearing unless the Parties mutually agree to extend this time limit. If not exception or other appropriate legal action is filed within the time limit established by Statute and/or FLRA regulation, the award is final and binding. The appropriate Party will immediately take the actions required by the final award within fourteen (14) days

after it becomes final and binding, except as provided by the Award. This section does not apply to the expedited arbitration procedures contained at section 6.

Section 13. Costs of Arbitration. The Parties agree to share equally the cost of regular fees, including reasonable travel expenses of the arbitrator selected to hear the case.

a. The cost of a reporter or transcript, if used, shall be shared equally by the Parties if it is mutually agreed by the Parties to have one, or where requested by the arbitrator. Absent mutual agreement, either Party may unilaterally request that a transcript be prepared but must bear all costs incurred in its preparation. The Parties are free to make an independent recording of the arbitration hearing. The recording will be used for the developing of a closing brief only and will not be shared. The recording will not be used as evidence against any participants of the hearing.

b. If, prior to the arbitration hearing, the Parties resolve the grievance, any cancellation fees shall be borne equally by both Parties. If a Party requests postponement, that Party shall bear the full cost of any rescheduling fees or postponement fees.

Section 14. Attorney Fees and Expenses. Requests for attorney's fees will be governed by applicable law and regulations, and analyzed under Section 5596(b) of Title 5 of the U.S. Code.

a. By Statute, an arbitrator, notwithstanding the *functus officio* doctrine, has jurisdiction to resolve a motion for attorney fees from the Union after an award becomes final and binding.

b. The arbitrator's award on the issue of attorney fees will be issued within thirty (30) days of the arbitrator's receipt of the Agency's response to the Union's request. The arbitrator will provide a detailed explanation of why fees were or were not granted, as well as the hours and rates allowed.

c. All charges of the arbitrator incurred in connection with the award of attorney fees will be shared equally by the Parties.

ARTICLE 40

DURATION AND DISTRIBUTION OF AGREEMENT

Section 1. This Agreement will become effective on the date of its approval by the Department of Defense and will continue in effect for three (3) years thereafter. This Agreement may be renewed or extended for a specific period agreed upon by the Parties. Such period not to exceed one (1) year rollover. However, the extended or renewed Agreement must be brought into conformance with existing applicable laws at the time of extension or renewal. Such renewals or extensions must be approved by the Department of Defense. It will remain in effect for yearly periods thereafter, automatically renewing itself on the effective anniversary date unless either Party gives written notice not more than one hundred twenty (120) calendar days nor less than

sixty (60) calendar days prior to the expiration date. This Agreement will remain in full force and effect until the changes have been negotiated and approved.

Section 2. At the request of either Party and when mutually agreed to amendments to this Agreement and supplementary agreements may be negotiated by the Negotiating Committee of AFGE 1406 and with the Negotiating Committee of Employer. Such agreements will be in writing, and will be considered as supplementary to and subject to the provisions of this Agreement, and must be approved by the Head of the Agency, Department of Defense.

Section 3. The Employer agrees to publish this Agreement on the Force Support Squadron website. Upon signing of this Agreement, the Employer will furnish a printed copy to each current BUE. The Union shall be furnished fifty (50) copies of this Agreement. The Employer will furnish a copy of this Agreement to new BUEs during in-processing. The expenses for printing and distributing this Agreement shall be borne by the Employer except for those printed from the Union office computers and any additional copies needed by the Union. The Employer will provide an electronic version of this Agreement in PDF format to the Union.

ARTICLE 41

PAY PROVISIONS

Section 1. NAF Employees are paid in accordance with this contract applicable laws, rules, and regulations. If a supervisor requires, suffers, or permits a non-exempt employee to work beyond completion of scheduled hours but takes no steps to see that the employee is compensated for the work, the employee may, in a timely manner, file a grievance for monies due in accordance with applicable laws and regulations.

Section 2. The minimum wage provisions of the Fair Labor Standards Act, as amended apply to all employees. The minimum rate to be paid to an employee shall be no less than the applicable Federal, State, or municipal minimum wage rate, whichever is higher.

Section 3. The effective date of any pay adjustment resulting from a wage survey will be in accordance with directives from the Office of Personnel Management (OPM).

Section 4. The Employer agrees to furnish at no cost to the employees all uniforms, which the Employer requires the employee to wear in the performance of their duties. A uniform is defined as one or more distinctive articles of clothing or wearing apparel (except shoes, unless safety shoes are required) worn by members of a particular group and serving as a means of identification. Where uniforms are required, employees shall be furnished a minimum of three (3) sets. Exception to the three (3) uniform requirements is where employees work less than three (3) days a week.

Section 5. Tipped employees at the end of their daily shift will record tips on IRS Form 4070A (Employees Daily Record of Tips) and IRS Form 4070 (Employees Record of Tips to Employer) or applicable time management system (example: TMX payroll system). Employees will receive hard copies for their personal financial records. Duty managers will pay out of the clubs tip bank all daily charge tips and have the employee sign the AF Form 2557, NAF Cash Receipt Voucher. Timekeeper/clerk will maintain a record of charge tips to be paid to each employee. These records are maintained in the tip receipt folder. Timekeeper/clerk will total the charge tips for each employee and ensure that amount or more is on the employee's time and attendance (T&A) cards at the end of each pay period under "charged/cash tips." Tips will be distributed in a fair and equitable manner among employees earning tips. Employees are free to share tips with any other person within the activity and the Agency will process them the same as any other authorized tipped employee.

Section 6. During their normal duty hours, employees of the club, bowling center and golf course that are entitled to meal periods will be allowed to purchase food items consumed in the work area, excluding alcoholic beverages, at reduced prices from the activity at which they work. Club employees who are current Air Force Club Card Members will receive a fifty percent (50%) discount. Club employees who are not Air Force Club Members will receive a thirty percent (30%) discount. Bowling Center and Golf Course employees will receive a thirty percent (30%) discount.

Section 7. Employees are entitled to timely receipt of all compensation earned by them. If on payday, an employee does not receive all compensation earned and due because of an error attributable solely to the Employer, the employee shall notify the immediate supervisor. The immediate supervisor, shall, at the employee's request, notify the Payroll office to expedite payment to the employee.

Section 8. Wage Administration – Pay Band Employees.

a. Employees under the Pay Band system will receive consideration for pay increases at least annually in conjunction with their performance evaluation. These increases are granted at the discretion of management based on work performance, merit, and budget.

b. Any regular pay band employee who has not received a pay adjustment after their appraisal will have the right to request an explanation from the supervisor. If the employee is not satisfied with the explanation, the employee may address it to the next higher level supervisor.

c. The Agency will not address the issue of across-the-board pay increases for NAFI Pay Band employees who are paid under the Kern County locality pay.

d. Annual across-the-board adjustments are subject to the following limitations under Agency regulations:

(1) Employees in bands NF-1 and 2. The adjustment shall not exceed the average percentage adjustment stated on the pay report attached to the current pay schedule.

(2) Employees in bands NF-3 and 4. The adjustment shall not exceed the respective adjustment granted to corresponding APF GS and Senior Executive Service Employees.

(3) Employees at or near the top of a band. The employee's basic pay may not exceed the maximum rate for the employee's band.

(4) Employees in a less than satisfactory or equivalent status. Such employees are ineligible for pay increase under Agency regulations.

(5) Nothing in this Agreement will prohibit the Employer from authorizing a greater cost of living increase as budget permit.

Section 9 – Wage Administration – Craft & Trade Employees.

a. Craft and Trade Employees will be paid in accordance with published DoD Wage Schedules. The employee must meet the time-in-grade requirement and have a satisfactory work performance to be eligible for a Step increase. The employee will automatically receive the Step increase if the supervisor fails to submit a performance appraisal within the required timeframe.

b. A Within-Grade Increase (WGI) becomes effective on the first day of the first pay period following the completion of the required waiting period, provided the employee's work is determined to be satisfactory or better on that day and he/she has not received an equivalent increase in pay during the waiting period.

c. All employees shall be eligible for advancement to the next higher step, unless they are in the highest step, in accordance with applicable regulations.

d. Within-Grade Increases will be granted except when:

(1) The employee is not performing at a satisfactory level and

(2) The employee is given written notice prior to eligibility for the within-grade step increase that the within-grade step increase is being withheld. The written notice of the determination to withhold an employee's within-grade increase shall be signed by both the immediate supervisor and activity manager or flight chief.

(3) The written notice shall:

(a) State the basis for withholding the within-grade increase;

(b) Refer to previously held discussion with the employee as required by applicable regulations; and

(c) State what improvement is required to bring their work up to an acceptable level of competence. Failure to inform the employee by written notice by the end of the waiting period cannot serve as a basis for granting the within-grade increase.

(4) An employee may request a reconsideration of a determination to withhold the within-grade increase in accordance with applicable regulations. The employee may be represented by a Union officer or steward, or any representative of his/her choosing, during the reconsideration process.

Section 10. The Employer will promptly implement the approved pay schedules when they are effective. For pay band employees the performance pay adjustment is not a cost-of-living adjustment which is granted based on wage surveys, nor a cost of living increase.

Section 11. Other Pay Administration. The Employer will comply with the Air Force policy in its pay practices concerning overtime compensation, Holiday pay, or pay for regularly scheduled Sunday work. The Employer will notify the Union before changing any existing, discretionary pay items, such as shift differential entitlement for pay banded employees.

Section 12. BUEs will participate in the employment for special event contracts. Supervisors shall list their employees in descending seniority order using leave SCD. Supervisors will solicit from regular employees first, then flexible employees; if not enough regular employees are available. The Employer is responsible for fair and equitable distribution of monies charged for service (i.e., 10%), to all participating BUEs of the activity engaged in the special function; those amounts imposed on the customer by the Employer, are not to be counted as tips received. Management will be responsible for maintaining a log of all events and participating employees of that event as well as those accepting or declining to participate; upon request management will make available the event log to the employee and the Union.