

MEMORANDUM (O)f AGREEMENT

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Cheyenne, Wyoming**

&

LOCAL 2354

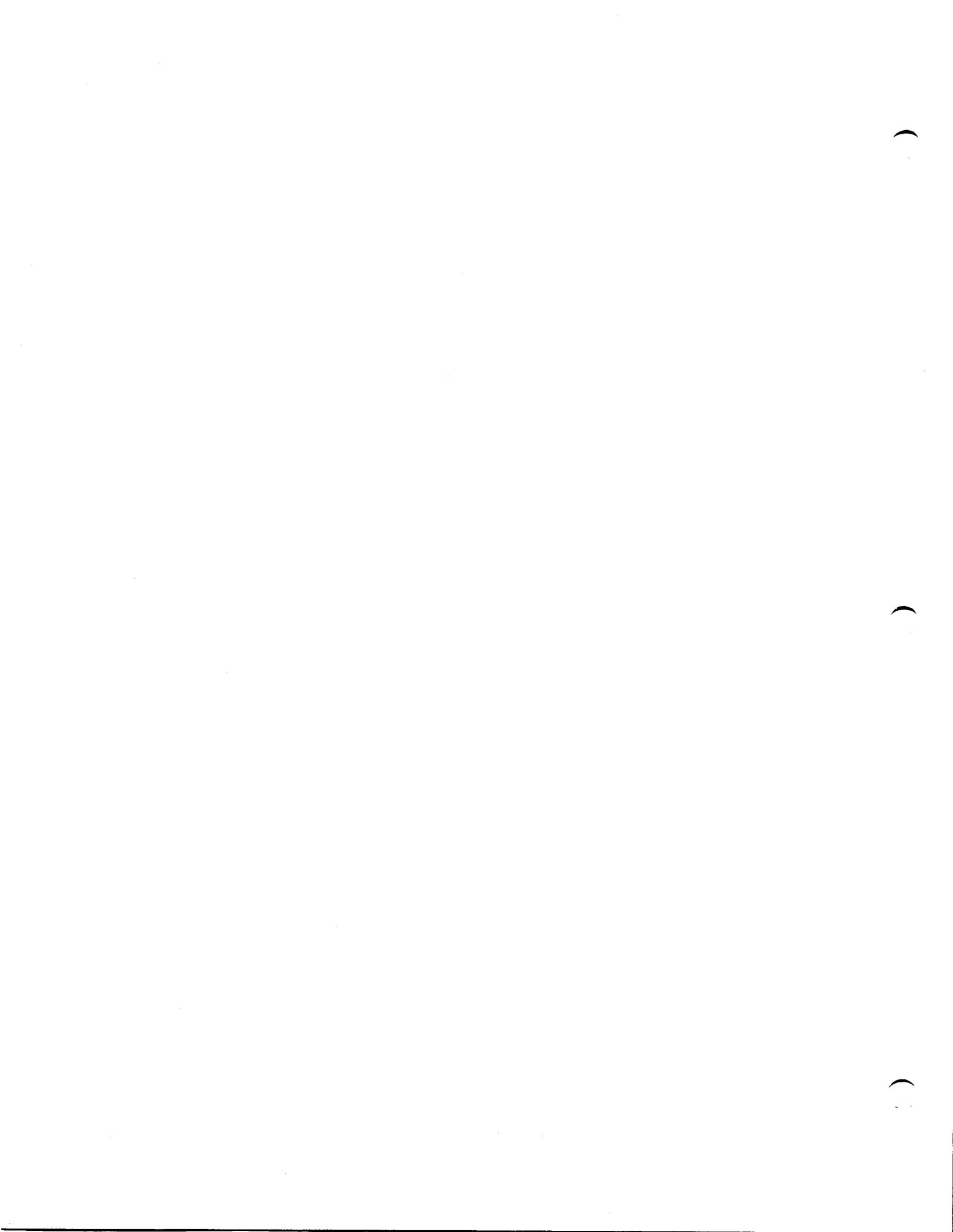
**AMERICAN FEDERATION of GOVERNMENT EMPLOYEES
AFL-CIO N.A.F. UNIT**

OCTOBER 1985

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ARTICLE 1 - PARTIES TO THE AGREEMENT

Per the provision in Public Law 95-454, Title VII, Civil Service Reform Act of 1978 (hereafter referred to as the Act) the following Agreement is entered into between the Commander, 90th Combat Support Group, F E Warren AFB, Wyoming (hereafter referred to as the Employer), and AFGE Local 2354, Nonappropriated Funds Unit (hereafter referred to as the Union) collectively known as the parties.

ARTICLE 2 - COMPOSITION OF THE UNIT

The Unit to which this Agreement is applicable is composed of all nonappropriated fund employees employed as regular full-time, regular part-time, temporary full-time, temporary part-time, intermittent part-time with regularly assigned tours of duty (including off-duty military personnel employed in the above categories) under the direction of the Commander of Francis E Warren Air Force Base, Cheyenne, Wyoming. Excluded are professional employees, intermittent on-call employees with no regularly assigned tours of duty, employees of the Army and Air Force Exchange Service, employees engaged in Federal Personnel work in other than a purely clerical capacity, management officials, and supervisors as defined in Title VII of the Civil Service Reform Act. The Union accepts its responsibility for, and agrees to represent in good faith, the interests of all employees in the Unit without discrimination and without regard to Union membership.

ARTICLE 3 - EMPLOYEE RIGHTS

Section A.

It is the intent of this Agreement to recognize: The right of employees to organize and express their views collectively or to refrain from such activity; that the public interest requires high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency; that the efficient administration of the Air Force and the well-being of its employees requires that orderly and constructive relationships be maintained between the Union and Management officials; and that effective labor-management relations in the public service requires a clear statement of the respective rights and obligations of the Union and the Employer.

Section B.

The Parties to this Agreement recognize that Federal employees have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join, and assist the Union or to

refrain from such activity. In addition, this Agreement does not preclude any employee, regardless of employee organization membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations, or Air Force policy. Only the union has the right to represent the employee under this Agreement or the employee may elect to represent themselves under 5 USC Sec. 7114 and 7121. The Union will advise the employer, in writing, as to who the representative is.

Section C.

Nothing in the Agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction.'

Section D.

During initial orientation, the Central Civilian Personnel Office (CCPO) will inform each eligible employee of the exclusive representative status of the Union and provide the employee with a list of the names and organizational telephone numbers of Union officers.

Section E.

When Supervisors or Management officials have personal discussions with employees, every effort will be made to assure the privacy of such meetings where possible. These meetings will usually be on a one-to-one basis.

ARTICLE 4 - MANAGEMENT'S RIGHTS AND RESPONSIBILITIES

The Agreement and any supplemental Agreements shall be subject to the following requirements:

a. In the administration of all matters covered by the Agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published agency policies and regulations in existence at the time the Agreement was approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level;

b. Management officials of the agency retain the right, in accordance with Section 7106 of the Act:

(1) To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

(2) In accordance with applicable laws

A. 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;

B. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

C. With respect to filling positions: To make selections for appointment from among properly ranked and certified candidates for promotion; or any other appropriate source; and

(3) To take whatever actions may be necessary to carry out the mission of the agency during emergencies.

c. Should any part or any provision of this Agreement be rendered or declared invalid or illegal by reason of any existing or subsequent law, regulations or ruling, the invalidation of such part or provision of this Agreement shall not invalidate any of the remaining parts or provisions of this Agreement, and they shall remain in full force and effect.

d. Nothing in this Article shall preclude the Employer and the Union, at the election of the Employer, from negotiating:

{1) On the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.

(2) Procedures which Management officials will observe in exercising any authority under this Article; or

(3) Appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such Management officials.

ARTICLE 5 - UNION RESPONSIBILITIES

Section A

Internal Union business such as soliciting memberships, collecting dues, electing officers, attending Union meetings, posting, and distribution of literature will not be conducted during the duty hours of the employees involved.

Section B.

A representative of the Union has the right to be present in any formal discussion of personnel management policy matters between the Employer and the employee or employees represented in the Unit.

Section C.

The Employer agrees to recognize up to six stewards.

One steward may be located in the Officers' Open Mess, two in the NCO Open Mess and three in the other NAFIs. The Union will advise the Employer in writing, and maintain on a current basis, a list of (the duly appointed) Union officials and stewards and the organizational segment to which they are assigned. This list must be updated and furnished to the Employer at least twice a year, or within ten (10) days from appointment of new stewards.

Section D.

The Employer agrees to grant a Union officer or steward official time for the purpose of performing the duties listed below. The amount of official duty time allowed is necessarily dependent upon the facts and circumstances surrounding each individual case and will be limited as shown. Questions as to the reasonableness of the amount of official time to be used will be resolved by the immediate supervisor of the Union officer or steward. The decision of this official may be reviewed by the next higher level supervisor.

1. A reasonable amount of time to meet with supervisors or Management officials.
2. A reasonable amount of time to act as the representative of employees in the presentation of employee grievances or appeals.
3. A reasonable amount of time to prepare a grievance or appeal or to answer a proposed disciplinary and/or Management initiated action.

Section E.

Union officers and stewards must request and obtain permission from their immediate supervisor before leaving their work sites for the purpose of performing duties outlined above. The Union officer or steward must also obtain permission from the immediate supervisor of any employee being contacted. Supervisory permission in both instances will normally be granted except when workload precludes immediate release. When permission is denied, the supervisor will indicate the reason as soon as practicable. The Union officer or steward, upon completion of the duty for which official time has been granted, will advise the immediate supervisor of the employee being contacted of such completion and return to the properly assigned work site and report to the immediate supervisor. The supervisor will log the time of departure and return indicating the amount of time used for Union duties. Only regular full-time and regular part-time employees are eligible to use official time for steward duties. The Union agrees that its officers and stewards will guard against the use of excessive time in performing duties considered appropriate by this Agreement. It is understood that work schedules will not be changed merely to accommodate the use of

official time by Union officers and stewards except for arbitration hearings where there will be no additional costs to the Employer.

Section F.

An AFGE official who is not an employee of FE Warren AFB, may be permitted entry to the base by the Installation Commander subject to security or other requirements. Request for base entry will be submitted to the CCPO by the Union in advance (in-writing) showing the name of the visitor, position occupied, the persons to be contacted, dates, times of the visit, and the reason for the visit. The AFGE visitor will abide by applicable Air Force and base rules.

Section G.

Union officers and stewards, and officials and supervisors of the Employer will, in the conduct of their duties, adhere to reasonable standards of good conduct.

ARTICLE 6 - PUBLICITY

Section A.

The Union agrees to assume full and sole responsibility for its publications and posted material, in terms of currency, accuracy and adherence to ethical standards. The postings and publications will not violate any law, security of the Air Force, or contain scurrilous or libelous material, and will not relate to partisan political matters or reflect upon the integrity or motives of the Federal government or officials of the Federal government.

Section B.

Each NAF activity will provide adequate space on existing bulletin boards for the posting of Union material.

Section C.

The Employer will furnish the Union annually, during October, a listing of all employees of the bargaining unit by name, grade, and organizational unit.

The Employer further agrees to furnish the Union, quarterly, in the months of January, April, July, and October a list of all newly hired employees in the bargaining unit.

ARTICLE 7 - VOLUNTARY PROGRAMS

Section A.

The Union agrees to support the Employer in any worthwhile program such as

the Suggestion Program, the Combined Federal Campaign, Sure-fay and Bond Drives, where they do not conflict with Union principles.

Section B.

It is recognized that employee participation in such programs will be voluntary. There will be no coercion or reprisal for participation or lack of participation.

ARTICLE 8 - EQUAL EMPLOYMENT OPPORTUNITY

Section A.

The Employer and the Union will cooperate in support of the Equal Employment Opportunity program by prohibiting discrimination because of age, sex, race, color, religion, handicap, or national origin.

Section B.

It is agreed between the parties that in the policies and practices of the Union there shall continue to be no discrimination against any employee because of age, sex, race, religion, handicap, color, or national origin and the Union invites all employees to share in the full benefits of Union membership and organization.

Section C.

The Union shall nominate one NAF employee to serve on the Base EEO Committee. An IOPT category employee may be nominated only when there are no Regular employees who could be nominated. Final approval of the nominee will be at the 90 CSG Commander's discretion. Disapproval will only be for just cause.

ARTICLE 9 - DRUG AND ALCOHOL ABUSE

Section A.

While it is recognized that alcoholism and drug abuse are treatable illnesses, unsatisfactory job performance or misconduct, because of possible drug or alcohol abuse, may be grounds for disciplinary or corrective action. This does not preclude the Employer from exercising its rehabilitative responsibility under applicable guidelines on drug and alcohol treatment.

Section B.

The Union will support the Drug and Alcohol program by encouraging its officers and representatives to become familiar with the program, and by referring employees who are seeking assistance with a drug or alcohol related problem to the Social Actions Office or other appropriate agencies

for assistance. Upon request, the Social Actions Office will make available to the Union or the employee information regarding assistance available for treatment of drug or alcohol related problems.

ARTICLE 10 - EMPLOYEE INDEBTEDNESS

The Employer and the Union recognize that in accordance with appropriate directives, neither the Employer nor any of its personnel will be placed in the position of acting as a collection agency.

ARTICLE 11 - POSITION CLASSIFICATION

Section A.

Position descriptions will be developed in accordance with applicable nonappropriated fund and Air Force regulations by nonappropriated fund managers and coordinated through the CCPO who will maintain a file thereof.

Section B.

Any discrepancies in employee's position descriptions will be discussed with the immediate supervisor for clarification. If employee's discrepancies are not satisfactorily resolved by the supervisor, they may request a review by the CCPO through their Activity Manager.

Section C.

The Employer agrees to provide the employee with a copy of the current position description within 30 calendar days from initial hiring.

Section D.

When the term "other related duties" is used in a position description, the term is mutually understood to mean "tasks which are normally related to the position and are of an incidental nature."

ARTICLE 12 - DISCIPLINE, ADVERSE ACTIONS, AND EMPLOYEE AF FORMS 971

Section A.

The Employer agrees to discuss with an employee the basis for any disciplinary or adverse action. This discussion, and careful consideration of the employee's views, will take place before the Employer issues any written notice of proposed disciplinary or adverse action. The discussion and written notice of proposed disciplinary or adverse action will inform the employees of their right to Union representation.

Section B.

If the employee elects to be represented by the Union, copies of corre-

spondence will be furnished to the Union representative.

Section C.

Disciplinary and adverse actions under this Agreement will be timely and taken only for just cause.

Section D.

Admonishments entered on the-AF Form 971 may be deleted or obliterated from the form within ninety (90) days from the date of occurrence.

Section E.

When the Employer conducts an informal investigatory interview, the employee being interviewed is entitled, upon employee request, to the presence of a Union representative if the employee reasonably believes that the interview may result in disciplinary action. If representation is requested, no further questioning will take place until the representative is present or the interview will be terminated completely.

ARTICLE 13 - REDUCTION-IN-FORCE

When a decision has been made on realignment or reduction of work forces that adversely affects employees in the unit, the Employer will notify the Union. The Union will be given an opportunity to negotiate on the impact of affected bargaining unit employees. The Union will advise of its intent to negotiate on the impact within 10 work days after notification.

As they pertain to bargaining unit positions, pertinent reduction-in-force regulations and directives, in effect at the time of reduction-in-force, will be followed.

ARTICLE 14 - CONTRACTING OUT

The Union will be notified as far in advance as possible of any contracting out of-work functions which may adversely affect members of the bargaining unit. The Employer will attempt to minimize adverse effects on employees. The Employer will consider other such actions as realignment, restricting new hires where applicable, and retaining Regular employees. The Union will be given an opportunity to negotiate on the impact of affected bargaining unit employees. The Union will advise of its intent to negotiate on the impact within ten work days after notification.

ARTICLE 15 - DETAILS AND TEMPORARY PROMOTIONS

Section A.

Employees may be detailed to accomplish duties in certain situations at

the discretion of the employing supervisor•.

Section B.

A detail to an established/unestablished position will not exceed 60 calendar days in any given year.

Section C.

A temporary promotion without competition may be made in lieu of detail to a higher graded position if it is known in advance that the need to fill the higher graded position will last for 60 calendar days. When an employee is expected to be assigned to a higher graded position in excess of 60 consecutive days, or the assignment accrues to 60 days through successive details to the same or similar positions within a given calendar year, a temporary promotion will normally be effected•.

Section D.

Employees may submit a completed SF 172 to their supervisors covering significant experience gained through details. The supervisor will certify SF 172, annotate employee's AF Form 971 and forward to the CCPO. CCPO will file SF 172.in employee's Official Personnel Folder (OPF).

ARTICLE 16.- MERIT PROMOTION

Section A.

As it pertains to bargaining unit positions, the Merit Promotion Plan in effect upon the effective date of this Agreement is hereby adopted and made a part of this Agreement.

Section B.

All vacancy announcements will be posted on the bulletin board in each NAF activity for five (5) calendar days.

Section C.

Any employee may apply for a position at any time by submitting a SF 2550 to the CCPO.

Section D.

Copies of the Merit Promotion Plan will be made available to employees and the Union upon request.

ARTICLE 17 - ANNUAL LEAVE

Section A.

Annual leave is an employee benefit available only to regular full-time

and regular part-time NAF employees. Only those employees will accrue and use annual leave.

Section B.

Employees must obtain advance approval for annual leave except in cases of emergency. In emergency situations employees not already on duty must call their immediate supervisor or designee, or next higher supervisor, usually within the first two hours of their starting time, to personally request leave as far in advance as possible. Those employees already on duty will request permission for leave from their immediate supervisor or designee, or next higher supervisor, prior to leaving.

Section C.

The Parties recognize the taking of annual leave is a right of the employees of the bargaining unit. The Parties also recognize the Employer's right to approve or disapprove annual leave and the annual leave will be denied only for just cause.

Section D.

Supervisors will prepare a tentative consolidated leave schedule no later than 31 January of each year for each employee entitled to leave during that calendar year. Employees must submit their leave requests to their supervisors no later than 15 January of each calendar year. Those employees who do not accrue leave, but must be absent during that year because of military commitments, etc, will also submit a schedule indicating the date(s) they will be unavailable for work. This is for planning purposes only and does not imply that other than Regular employees are eligible to receive or use annual leave.

Supervisors are responsible for assuring that annual leave is administered in a uniform and equitable manner.

Section E.

Leave will be carried over in accordance with AFR 40-7, Chapter 8.

ARTICLE 18 - SICK LEAVE

Section A.

Our regular full-time and regular part-time employees are eligible to accrue and use sick leave. The Employer agrees a medical certificate or other written certification will not be required for periods of sick leave of three (3) days or less, unless the employee has been warned in writing about excessive use or suspected abuse of sick leave. When deemed necessary, an immediate supervisor may require an employee to substantiate sick leave of more than three (3) consecutive workdays by medical certificate or other satisfactory evidence.

Section B.

When an employee is suspected of sick leave abuse, the supervisor will inform the employee that they are suspected of abusing sick leave and will inform them further that if the sick leave record does not improve, they may be required to submit a medical certificate to support all periods of sick leave. If the employee's record does not improve, the supervisor may notify the employee in writing that all periods of sick leave, regardless of duration, must be supported by medical certificates. At the end of a 120-day period, if the employee's record has sufficiently improved, the requirement to provide a medical certificate with each request for sick leave will be reviewed. If, however, the record has not improved, the requirement for submitting medical certificates may be continued for additional 120-day periods.

Section C.

Requests to use sick leave for the purposes of medical, dental, or optical appointments will be submitted to the immediate supervisor as far in advance as possible. Sick leave requests for emergency purposes will be made to the employee's immediate supervisor or designee, or next higher supervisor, as soon as possible, normally within the first two hours of the employee's starting time. When requesting sick leave that would extend for more than a full day, the employee will provide an estimate of how many days may be involved. If the employee finds that the estimate is not accurate, they will notify the immediate supervisor or his designee, or the next higher supervisor, as soon as possible after learning of the inaccuracy and provide a new estimate of the time that is required.

Section D.

Except in cases of serious illness or injury, advancement of sick leave will not be granted. When warranted however, regular full-time and regular part-time employees may be advanced up to 30 days or 240 hours-of sick leave. Advance sick leave may be granted if it is probable the employee will return to duty for a sufficient period of time to repay the advance. Sick leave advance is further subject to the following conditions:

1. A written and signed request has been submitted to the employee's immediate supervisor prior to the time the sick leave will be required; the request specifies the number of hours requested; the medical status of the employee has been certified by a qualified physician; and the certification shows when and if the employee can be expected to return to duty.

2. The advance is made with the understanding that it will be charged to sick leave subsequently earned.

3. The amount of sick leave advanced is limited to the least amount required.

Section E.

If as a result of an on-the-job accident or illness, an employee becomes

only partially incapacitated as determined by a medical authority to perform their regular and official duties, the Employer will attempt to provide limited duty assignments for the partially incapacitated employee within the limits prescribed by the .medical authority. Limited duty assignments will not normally exceed sixty (60) days except when prescribed by a medical authority. The following conditions apply to limited duty assignments:

1. The incapacitated employee has presented reasonable medical evidence to the immediate supervisor.

2. The medical evidence states the limitations placed on the incapacitated employee and shows an estimate of the duration of the incapacity.

3. The evidence has been approved by the medical authority.

4. Where limited duty work load requirements exist; if no limited duty is available, .the CCPO will assist the employee in submitting the appropriate paperwork to Worker's compensation.

Section F.

Sick leave will not be denied an employee without just cause.

ARTICLE 19 - HOURS OF WORK

Section A.

The work schedule is established and posted at least one administrative work week in advance of the tour to be worked. Changes to the established work schedules will be made through notification by the employer.

Section B.

During the period of reduced or suspended operations, the employee may be placed in a forced leave status, in accordance with AFR 40-7, Chapter 8. Every effort will be made to reschedule an employee in the same week for those hours in a forced leave status for which no pay was received. When an employee is rescheduled under these circumstances, the total number of rescheduled hours that are worked will be subtracted from any forced leave and only the difference will be recorded on the T & A card.

Section C.

The employer will follow pertinent regulations and directives when placing an employee on forced leave. Other work may be assigned when available to avoid forced leave.

ARTICLE 20 - EXCUSED ABSENCES

Section A.

When the Commander determines that unusually severe weather conditions or other emergency or managerial conditions warrant, employee will be excused with pay for their scheduled hours without charge to leave.

Section B.

If during periods of inclement weather and an employee is in an approved leave status, that leave status will not be changed to accommodate the excused absence as authorized by the Commander. If, however, an employee was scheduled to return to duty following an approved leave absence, and the Commander mandates an excused absence due to inclement weather or such, the employee will be paid the excused absence and no further charge to their annual or sick leave will occur.

ARTICLE 21 - TRAINING

Section A.

Employees who are officials or stewards of the Union may be excused without charge to leave for the purpose of attending training sessions sponsored by the Union, government agencies, and educational institutions, provided the subject matter of the training is determined by the Employer to be of mutual benefit and concern to the Employer and the employee in the employee's capacity as a Union Representative. Administrative time for each such absence will be granted for the total time spent in training when an employee is otherwise in a duty status. Administrative time granted shall not exceed the number of hours an employee is scheduled to work during that day when training sessions are attended. Generally, the amount of administrative time for training granted, and work time, shall not exceed eight hours in a given day. A block of time up to 168 hours may be authorized for such training of Union officials. The Union will provide a list of attendees who complete the training.

1. Requests for administrative time to attend a training session will be submitted as far in advance as possible through the Civilian Personnel Office for consideration by the Employer. The Union will provide the Civilian Personnel Officer an agenda and course work outline to indicate that the training session is beneficial to both the Employer and the Union. Approval of administrative time to attend a training session will be contingent upon the Supervisor's determination that the employee can be spared from his/her assigned duties. Approval cannot be denied without just cause.

Section B.

Training of Union officials may include, but is not limited to, matters affecting contract interpretation, unfair labor practice, appeals to the Merit Systems Protection Board, EEO complaints, etc.

ARTICLE 22 - REST PERIODS

A rest period of not more than fifteen (15) minutes, including travel time, may be given employees for each continuous four (4) hours worked unless the workload precludes. The Supervisor will notify the affected employee of denial and will ensure the employee receives the rest period when possible. A rest period is paid time and may not be taken as an extension of the meal period nor at the beginning or ending of a duty period.

ARTICLE 23 - REPORTING FOR DUTY

Employees must request and receive approval from the immediate Supervisor or designee, or next higher supervisor, for any period of time when the employee is unavailable for work because of illness or other emergency situations. This will be done as far in advance as possible but no later than within the first two hours of the employee's starting time.

ARTICLE 24 - SAFETY

Section A.

The Employer agrees to provide a healthy and safe place for employees to work in accordance with applicable Health and Safety laws.

Section B.

The Union may nominate one NAF employee to serve on the Occupational Health and Safety Committee. An IOPT employee may be nominated only when there are no regular employees who could be nominated. Final approval of the nominee will be at the 90th CSG Commander's discretion. Disapproval will only be for just cause.

Section C.

The Employer will determine and provide the kinds and types of protective equipment to be issued and used by employees.

Section D.

No employee who performs the duties of a position requiring safety clothing and/or equipment will be allowed to perform the duties of that position without the required and issued safety clothing and/or equipment.

Section E.

All employees, Union officials, and stewards have responsibility to report suspected, potential, or existing unsafe or hazardous working conditions to their immediate Supervisor. Supervisors will take prompt and appropriate measures to correct unsafe conditions reported to them. The Supervisor responsible for the corrective actions will verbally notify the

complainant of the corrective actions taken. If, in the judgement of the supervisor, an unsafe or hazardous working condition does not exist, the employee will be so informed. If the employee rejects this determination and the matter is not resolved, it will be presented to the next higher level supervisor. If the matter is still unresolved, it may be presented to the 90th SMW Safety Division for resolution.

ARTICLE 25 - ENVIRONMENTAL PAY

Section A.

Environmental Differential Pay will be paid for exposure to various degrees of hazardous circumstances, physical hardships, and working conditions of an unusual nature as provided for in applicable regulations and laws.

Section B.

Eligibility of an employee for Environmental Differential Pay will be determined by Management in accordance with applicable guidelines. Disputes involving Environmental Differential Pay will be resolved through the negotiated grievance procedure.

ARTICLE 26 - OVERTIME AND HOLIDAYS

Section A.

Overtime assignments will be distributed and rotated among qualified employees as equitably as possible. Overtime will normally be assigned to employees for performing work in their own skill and in their own assigned organization. Overtime will be subject to review by Union officials and stewards should a grievance be filed regarding an overtime assignment.

Section B.

Holiday work will be rotated as equitably as possible.

Section C.

If an employee is directed by his/her immediate supervisor or designee, or next higher supervisor, to report to work prior to the time specified on the prearranged work schedule, and such time will force the employee to exceed eight hours in a given day, such time will be considered overtime work and paid as such.

Section D.

Employees who are required to work more than four (4) hours of overtime work will be entitled to, allowed to take, and be paid for an on-the-job meal period, at or near their work station, of not more than twenty minutes.

Section E.

Supervisors will not assign overtime work as a reward or penalty. Overtime work will be submitted on the time card and paid within the Pay Period of which it was worked: overtime will not be paid in Pay Periods subsequent to the Pay Period in which it was actually worked unless resulting from an oversight.

ARTICLE 27 - UNION DUES

Section A.

The Employer agrees to permit eligible employees to pay dues to the Union through authorization of voluntary allotments from their earnings, provided that the employee who so requests:

1. Is a member in good standing in the Union so certified to the NAF Financial Management Branch (NAFFMB) by the Union;
2. Has voluntarily completed a Standard Form 1187, Request for Payroll Deductions for Labor Organizations Dues, and;
3. Receives compensation sufficient to cover the total amount of the allotment after other legal deductions have been made.

Section B.

The Union agrees to assume the responsibilities for:

1. Informing and educating its members on the voluntary nature of the system for the allotment of Union dues, including the conditions under which the allotment may be revoked;
2. Purchasing and distributing to its members Standard Form 1187;
- 3, Notifying the NAFFMB in writing of:
 - (a) The names and titles of officials authorized to make the necessary certification of Standard Form 1187 in accordance with this Article;
 - (b) The names, titles, and address of the allottee(s) to whom remittance should be sent;
 - (c) Any change in the amount of membership dues;
 - (d) The name of any employee who has been expelled or ceases to be a member in good standing in the Union within 10 days of the date of such final determination.
4. Forwarding properly executed and certified Standard Form 1187 to the NAFFMB on a timely basis.

5. Promptly forwarding an employee's revocation (Standard Form 1188, Cancellation of Payroll Deductions for Labor Organization Dues) to the NAFFMB Office when such revocation is submitted to the labor organization.

Section C.

The Employer agrees that it is responsible for:

1. Permitting and processing voluntary allotment dues or revocation thereof in accordance with this Article.
2. Withholding dues on a Pay Period basis.
3. Transmitting on a Pay Period basis remittance checks to the allottee designated by the Union, together with a listing of employees for whom deductions were made and a copy of all revocation notices received in the payroll office.

Section D.

Parties to this Agreement agree that: The amount of the dues to be deducted as an allotment will be in accordance with the schedule provided to Management by an authorized Union official. This amount will not be changed more than once each 12 months from the effective date of this Agreement. The effective date of change in the allotment shall be in accordance with Section E below. If a multiple dues structure for a Union provided dental plan is instituted at a later date the amount of dues to be withheld each Pay Period will not be changed more than once each six months from the effective date of implementation.

Section E.

The effective date for actions under this Article are as follows:

1. Starting dues withholding. Dues withholding will begin no later than the second pay period after the date of receipt of the properly executed SF 1187 in the payroll office.
2. Change in amounts of dues. Beginning of first complete pay period after receipt of notification of such change in payroll office.
3. Revocation by employees. An employee termination of an allotment for Union dues processed under this section shall be effective on the next full pay period which begins after the employee's written termination, SF 1188, is received by the payroll office.

Such revocation will not be effective, however, until the first full pay period following one year from the date the first deduction was made by the payroll office provided the form or request is received in a timely fashion. Thereafter, such revocation will not be effective until the first full pay period following any successive anniversary date provided the form or request is received no later than such anniversary date.

4. Termination because of loss of membership in good standing.

Beginning of first pay period after date of receipt of notification in payroll office.

5. Termination because of recognition in which allotment was based.

Beginning of first pay period following loss of recognition.

6. Termination because of separation, transfer or other personnel action or movement outside the Unit to an area not covered by the Agreement.

If action is effective the first day of a pay period, termination of allotment will be at the end of preceding pay period.

(Example: Promotion to a position outside the Unit.)

If action is effective on any day other than the first day of a pay period, termination of allotment will automatically be at the end of that pay period.

7. Other reasons for nondeduction of dues.

If deductions are stopped temporarily because of insufficient salary or other reasons, back dues will not be deducted from future earnings.

No dues will be withheld if net salary is not sufficient to cover the amount of dues, after other legal and required deductions.

Section F.

Upon termination of a grant of exclusive recognition to the Union, the coverage of this Article will automatically terminate for employees covered by the grant of recognition. Termination of coverage begins the first pay period after the **loss** of the exclusive recognition. The allotment will be terminated when the Agreement providing for dues withholding is suspended

or terminated by an appropriate authority outside this installation.

ARTICLE 28 - DISTRIBUTION OF THE AGREEMENT

The Employer agrees to print and distribute this Agreement to all regular NAF employees in the bargaining unit. Thereafter, all new regular employees in the bargaining unit will be given a copy of this Agreement at their orientation and incoming briefing. Any employee will be given a personal copy upon request. The Employer further agrees the Union will be furnished an additional one hundred (100) copies of this Agreement.

The Agreement will have a hard cover properly identifying the Agreement and effective dates. The cover will display emblems of the parties.

ARTICLE 29 - NEGOTIATED GRIEVANCE PROCEDURE

Section A. Purpose.

1. The purpose of this Article is to provide a procedure for resolving grievances of the parties to this Agreement and the employees of the Unit as specified below.

2. For the purposes of this Article, workdays are defined as Monday through Friday.

Section B. Scope of Coverage.

1. Only the parties to this Agreement shall be entitled to use the procedure contained herein. No other employee may use these procedures. Any member of the Unit (unless otherwise restricted) may invoke this procedure without the intervention of the Union up to, but not including, arbitration. If an employee chooses to use this procedure without Union intervention, any adjustment made must be consistent with the terms of this Agreement and the Union must be given the opportunity to have an observer at the adjustment of the grievance.

2. All employees of the bargaining unit have access to this grievance procedure.

3. The procedure contained herein shall be the sole procedure for resolving grievances pertaining to oral admonishments, letters of reprimand, and suspensions of 14 days or less. For adverse actions that reduce an employee's basic pay or grade, places the employee in a nonpay and nonduty status in excess of 14 days, or separates the employee from NAF employment, the employee may either grieve the action through these procedures or may use the appeal procedures of AFR 40-7, Chapter 11, but not both.

4. The procedures contained herein shall be the sole procedure for resolving questions as to the application or interpretation of this

Agreement or other dissatisfactions unless otherwise provided for or limited by this Agreement.

Section C. Exclusions.

The following actions will be exempt from coverage of the grievances and arbitration procedures of this Agreement:

1. Any claimed violation relating to prohibited political activities; or
2. Retirement, life insurance, or health insurance; or
3. A suspension or removal; under Section 7532, Title 5, United States Code; or
4. Any examination, certification, or appointment; or
5. The classification of any bargaining unit position which does not result in the reduction in grade or pay of a bargaining unit employee; or
6. Nonselection for promotion from a group of properly ranked and certified candidates; or
7. An action terminating a temporary promotion within a maximum period of two (2) years and returning the employee to the former position or comparable position from which temporarily promoted or reassigned; or
8. Removals, terminations, or separations of intermittents, temporaries, probationers, or reemployed annuitants; or
9. Non-adoption of a suggestion or disapproval of a quality salary increase, performance award, or other kind of honorary or discretionary award; or
10. A preliminary warning or notice of a specific action which, if effected, would be covered under the grievance system (i. e., a notice of a proposed suspension) or would be excluded from coverage under this section.

Section D. Resolution of Dispute as to Coverage of Contract.

Questions as to whether or not a grievance relates to a matter subject to the grievance procedure or subject to arbitration under this Agreement may be referred by either party to arbitration as a threshold matter in accordance with the arbitration section of these procedures. If the issue is rejected as a grievance (Step 2 or Step 3) and either party wishes to pursue the arbitrability issue, it will be filed as a Union or Employer grievance.

Section E.. General Provisions.

1. Official time. Official time applies to regular employees of the

bargaining unit, who are otherwise in an official duty status. The Employer agrees to provide official time to employees whose presence is required by the Employer during administrative proceedings. The actual amount of official time allowed these employees is subject to work loads and schedules and will depend upon all circumstances including the nature of the grievance, and will be as shown below. Questions as to the appropriateness of the use of official time for employee participants in this grievance procedure will be discussed fully by the participants and the appropriate leave approving official in order to resolve the matter.

(a) Employee. A reasonable amount of official time without charge to leave will be given to an employee, if otherwise in an official duty status, to discuss a grievance with the first-line supervisor or to present the grievance to Management, and a reasonable amount of official time to prepare the grievance.

(b) The grievant's representative, if any, shall be allowed a reasonable amount of official time, not to exceed eight (8) hours if otherwise in an official duty status, to prepare a grievance and a reasonable amount of time to assist an employee in the presentation of a grievance.

(c) It is understood that the number of hours an employee is or has been scheduled to work or has worked will not be extended to accomplish the official time provisions.

2. Representation Rights. An employee is entitled to Union representation by a Union representative at any stage of the grievance procedure. In the event, more than one employee is involved with the same or a similar grievance, only one representative will be allowed for the entire group. Any unit employee or group of unit employees may present and process a grievance under this procedure without the intervention of the Union; however, the Union will be entitled to have an observer present at the time a grievance decision is rendered. The Union will be given a copy of the decision.

3. All grievance decisions will be made as promptly as possible at each level of consideration described herein. Unless mutual agreement is reached for extending the time limits within which a decision must be rendered, failure to meet the time limits will allow the grieving party to proceed to the next step. Failure of the grieving party to meet appropriate time limits shall constitute withdrawal and termination of the grievance.

4. Freedom. Any employee or group of employees filing a grievance under this procedure shall be free from restraint, reprisal, coercion, discrimination, and harassment.

5. Contents of Grievance. Every formal grievance filed under this procedure must contain the following:

(a) Name, address, office symbol, phone number, and signature of

the grieving employee or if a Union grievance is filed on behalf of the Union with the appropriate Union signature.

(b) The nature of the grievance and the specific contract provision in question, if any.

(c) If an employee grievance, a statement indicating how the employee is personally affected.

(d) If a Union grievance, a statement as to how the Union is affected.

(e) The specific corrective action or interpretation requested or desired.

(f) A summary of the previous attempts made at resolution to include the specific nature of the grievance presented, the date, the name of the official to whom the grievance was presented, the specific remedy sought, the nature of the decision rendered and by whom, reasons why the decision rendered (if any) are not acceptable, and any other pertinent information that would assist in rendering a decision.

6. Normally, all grievances will be initially presented by employees to their immediate supervisor. However, a grievance may be presented to the next higher supervisory level if the grievance is one over which the immediate supervisor has no authority or control or if the grievance is against the immediate supervisor.

7. When it is mutually determined that one employee has a grievance that is similar to the grievance of other employees the grievance will be combined and processed as a single grievance. The resulting decision will apply to all grieving employees.

8. At any time during the grievance procedures, the grievant will be given an opportunity to correct deficiencies such as, but not limited to, incomplete information.

Section F. Procedures.

1. Employee Grievances.

(a) Step One.

Initial Discussion. When an employee desires to file a grievance, the employee must, within 15 calendar days from the date of the occurrence of the event giving rise to the grievance, or the date the employee became aware of it, seek resolution of the grievance with the immediate supervisor. If the grievance involves the immediate supervisor, it may be presented to the next higher level supervisor. The supervisor will, within the next 5 workdays, meet and discuss the matter with the employee and the representative, if any. The supervisor will then make a decision and notify the employee of the determination within 5 workdays, from the date of the initial discussion. The grievance decision will be in writing.

(b) Step Two.

(1) If the employee is not satisfied with the Step One decision or has not received the Step One decision within the time specified in Step One above, employee may request review of the Step One decision by a second level supervisor by submitting a written request to the second level supervisor through CCPO. In any event the written grievance must be filed within .5 workdays from the date of receipt of the Step One decision or expiration of the time limit in which the Step One decision has been issued.

(2) Within 5 workdays from receipt, CCPO will review the request for acceptability in accordance with the provisions of this Agreement and will either return the request to the grievant (if unaccepted) or forward it to the appropriate second level supervisor.

(3) Within 5 workdays of receipt of an acceptable request for review, the appropriate supervisor will meet with the aggrieved employee and representative, if any, to discuss the grievance. The supervisor will then conduct whatever investigation is deemed necessary to issue a decision on the matter. A copy of the decision will be furnished to the employee and Union representative, if any, within 5 workdays from the date of the discussion.

(c) Step Three.

If the grievant is not satisfied with the Step Two decision, the grievant may request a review of the decision by the Division Chief or designee. The request must be presented in writing to CCPO and contain reasons why the Step Two decision is not satisfactory. The request must be submitted to CCPO within 5 workdays after the receipt of the Step Two decision. CCPO will review the request for acceptability in accordance with the terms of the Agreement and, if acceptable, will forward it to the Step Three deciding official within five (5) workdays after receipt. If the request is not acceptable, CCPO will reject it by returning it to the grievant within five (5) workdays with the reasons noted. The Step Three official will meet with the aggrieved employee and representative, if any, within five (5) workdays. Within ten (10) workdays after the meeting, the Step Three official will conduct whatever investigation deemed necessary and issue a written decision.

(d) Step Four - Final Administrative Review

If the Step Three decision does not satisfy the grievant, a request for Final Administrative Review must be presented in writing to the Commander or designated representative, through CCPO within five (5) workdays following receipt of the Step Three decision. CCPO will then forward the request to the Commander or representative within five (5) workdays. The request must contain reasons why the previous decisions are not satisfactory. The Commander or representative will review the request and render a final written decision on the matter within ten (10) workdays after receipt of an acceptable request.

2. Employer Grievances.

(a) If the Employer questions Union practices, the Commander's representative will discuss the matter with the appropriate Union official and attempt to resolve any differences within fifteen (15) calendar days after the occurrence of the event which gives rise to the grievance.

(b) In the event the Union and Employer cannot agree as to the resolution of a Management grievance, the matter will be submitted in writing to the appropriate Union official who will issue a final written decision within ten (10) workdays.

(c) If the matter is still not resolved, Management may further pursue it through arbitration by notifying the Union of its intent to arbitrate within ten (10) workdays after receipt of the written decision.

3. Union Grievances.

The Union may initiate a grievance concerning the interpretation or application of this Agreement as follows:

(a) A Union representative must discuss and try to resolve the matter with the appropriate Management official involved within fifteen (15) calendar days after the occurrence of the event which gives rise to the grievance, or when the Union becomes aware of it. The Management official will investigate and issue a decision on the matter within fifteen (15) calendar days after the grievance was presented.

(b). If unresolved, the Union must file a written grievance with the Commander's representative through CCPO within fifteen (15) calendar days after said decision.

(c) The Commander's representative will investigate the matter and provide a written decision within fifteen (15) calendar days after receipt of an acceptable written grievance.

(d) If unresolved, the Union may file a written grievance with the Commander through CCPO within fifteen (15) calendar days after receipt of the written decision described in Section F, 3(c) above.

(e) Within ten (10) workdays, the Commander will provide a written decision to the union. For those matters which do not provide for arbitration, the decision of the Commander is final.

(f) For those issues which may proceed to arbitration: If the grievance is still unresolved, the Union will notify the Employer of the Union's intent to arbitrate under the provisions of this Agreement within ten (10) workdays after receipt of the Commander's or designated representative's decision.

4. Arbitration.

If the Union or Employer invoke arbitration, such grievance will be resolved

per the arbitration procedures described below:

(a) Arbitration will be invoked only by the Union or Employer after the steps described above have been exhausted;

(b) Arbitration must be invoked within ten (10) workdays from receipt of the final decision of each procedure (employee, Union, or Employer). Failure to comply with this time limit shall constitute acceptance of the final administrative review decision and the matter will not be subject to any further review.

(c) Within fifteen (15) calendar days from the date of notification of intent to arbitrate, either party may request the Federal Mediation and Conciliation Service to provide a list of seven (7) impartial persons qualified to act as arbitrators. The Parties will meet within five (5) workdays after receipt of such list to select an arbitrator. If they cannot mutually agree upon one of the listed arbitrators, the Employer and the Union will each strike one arbitrator's name from the list and will repeat this procedure until only one name remains. The remaining name will be declared the arbitrator.

(d) If for any reason, the Employer or Union refuses to participate in the selection of an arbitrator, the Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case.

(e) The arbitrator's fee, incidental expenses, travel pay, and cost of transcript will be borne equally by the Union and Employer. The arbitration hearing will be held on the Employer's premises during regular day shift hours if at all possible. Employee participants in the hearing will remain, if otherwise in a duty and pay status, in a duty and pay status.

(f) The arbitrator shall arrange a mutually satisfactory time to hear the grievance. At this agreed upon time, both parties will appear and present testimony either orally, in writing, or both. The arbitrator will be in complete charge of the hearing. The arbitrator will furnish the complete report and award in writing to the Employer and Union within thirty (30) days following the close of the hearing.

(g) The arbitrator's award shall be binding on both Parties. Either Party may file an exception to the award with the Federal Labor Relations Authority under applicable regulations.

ARTICLE 30 - EXPEDITED GRIEVANCE PROCEDURE

Section A.

The expedited grievance procedure shall only be invoked by mutual agreement of the Parties.

The Parties agree the gravity of certain personnel actions may preclude the use of normal grievance procedures. Therefore, the Union or employee may

elect to use this expedited grievance/arbitration process in lieu of using the normal steps of the grievance procedure for the following matters:

- (1) Removal for unacceptable performance.
- (2) Removal as a result of conduct.

Section B.

The Parties agree a notice of decision to remove a regular employee will be delivered to the employee in two copies at least ten (10) calendar days prior to the effective date of the removal. The employee then may provide a copy to the Union.

Section C.

If the employee/Union desires to invoke the expedited grievance/arbitration procedures, they will notify the CCPO in writing not later than one (1) workday after receipt of the notice of decision to remove. Should a withdrawal of the expedited grievance/arbitration procedure become necessary, the Union may submit a withdrawal at anytime prior to the setting of a hearing date.

Section D.

Upon receipt of a written request for the expedited procedure, the CCPO will perform the following:

(1) Contact an arbitrator from the list of arbitrators maintained solely for this expedited procedure as described in Section E below. The CCPO will inform the arbitrator he/she may be called upon to conduct an arbitration hearing under this expedited procedure pending a decision from the Final Administrative Review Official defined in Article 29, Negotiated Grievance Procedure, Section F, 1(d).

(2) Arrange as soon as possible, but not later than five (5) workdays after receipt of the Union/employee's request for the expedited procedure, a meeting of the Union and affected employee with the Final Administrative Review Official and appropriate Management officials for the purpose of resolving the grievance. The Final Administrative Review Official will render a decision not later than one (1) workday after such meeting. The employee's designated Union representative, if any, will be allowed a reasonable amount of time to interview witnesses and conduct research prior to the meeting with the Final Administrative Review Official, and if necessary, prior to the arbitration hearing.

(3) Notify the employee and Union that the removal action is cancelled if the Final Administrative Review Official so decides, or contact the arbitrator immediately and confirm a date for the arbitration hearing if the Final Administrative Review Official sustains the removal action and if the Union desires to proceed to arbitration.

Section E.

A list of 7 to 10 arbitrators will be maintained at all times for this expedited procedure. All the arbitrators will be agreed upon in advance upon inception of this Agreement by the Union and Employer. They will be contacted in advance to ensure each arbitrator agrees to comply with the procedures specified in this section. The arbitrator list will be arranged in reverse alphabetical order and arbitrators will be called in sequential order-from this list.

Section F.

A request for information by the Union under 5 USC 7114 (b) (4) will be processed by the CCPO within one (1) workday of a request, unless the nature of the request requires more time, in which case the Union will be notified in writing as soon as possible.

Section G.

Arbitrator's responsibilities include:

- (1) The hearing must be conducted within five (5) calendar days after the arbitrator is selected to hear the case.
- (2) The Parties will have the obligation of ensuring all necessary facts and considerations are brought before the arbitrator.
- (3) Post-hearing briefs will not be submitted.
- (4) The arbitrator must render a decision within three (3) calendar days of the hearing.

Section H.

Procedures contained in this section supplement the grievance and arbitration procedures covered elsewhere in this Agreement, and when in conflict with provisions contained elsewhere, supersede them.

ARTICLE 31 - DURATION OF AGREEMENT

Section A.

This Agreement shall become effective upon the date of approval by higher headquarters and shall remain in effect for three (3) years from the date it was signed by the Parties. Either Party may give written notice to the other Party not more than 90 days or not less than 60 days prior to the three (3) year expiration date of its intent to negotiate a new agreement, otherwise it will automatically be renewed for three (3) additional years.

Section B.

Either Party may give written notice to the other Party during the 30-day

period prior to the 18 month anniversary of the signing date, of its desire to amend or modify certain articles in the Agreement. When such notice is provided, Parties will then meet and establish ground rules. Upon mutual agreement of the ground rules, the Parties will then meet and exchange copies of the proposed changes, per the conditions outlined in the ground rules. All proposed changes must be presented to the other Party. These changes may be responded to with counterproposals by the other Party: however no other changes will be discussed during subsequent negotiations. Negotiations on the changes may commence not later than the 30th calendar day after receipt of such changes by the other Party. Changes to the Agreement resulting from these negotiations will not become effective until approved by higher headquarters. Any such changes will become a part of this Agreement and remain in effect for the duration of the Agreement.

Section C.

It is understood that this Agreement will terminate at any time it is determined that the Union is no longer entitled to exclusive recognition or after such recognition has been relinquished.

Section D.

The Parties agree that in the event any portion of the Agreement is rendered void by the enactment of any law or regulation of higher authority inconsistent with the provisions of this Agreement, either Party may notify the other Party, in writing, of its desire to amend the Agreement or conform to such law or regulation. Both parties agree that negotiations may begin no later than 30 calendar days after receipt of such notice. Both Parties further agree that no other matters will be discussed during such negotiations.

ARTICLE 32 - DATE OF CONTRACT

APPROVED: No exceptions to regulations are intended or included.

SIGNED:

DATE: _____

Director of Civilian Personnel
DCS-/Personnel

