

[Photograph Deleted]

NEGOTIATED AGREEMENT BETWEEN

**Nonappropriated Fund
Air Force Services Agency
San Antonio, Texas
and
American Federation of
Government Employees
Local 1840**

NEGOTIATED AGREEMENT
Between
**COMMANDER, HEADQUARTERS AIR
FORCE SERVICES AGENCY, SAN
ANTONIO, TEXAS**

And

**LOCAL 1840
AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES
(AFGE)
AFL-CIO**

[Signatures deleted]

**EXECUTED THIS 17TH DAY OF NOVEMBER, 2004 AT HEADQUARTERS
SERVICE AGENCY,
San Antonio, Texas**

This Agreement was approved by the Department of Defense

Civilian Personnel Management Service and is effective 9 February 2005

**DEPARTMENT OF THE AIRFORCE
AIR EDUCATION AND TRAINING
COMMAND**

8 Feb 2010

MEMORANDUM FOR HQ AFSVA PERSONNEL

FROM: 902 FSS/FSMCE

SUBJECT: Changes to HQ AFSVA Negotiated Agreement dated 17 November 2004

[Name Deleted]
Labor Relations Officer

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PREAMBLE

P-1. This agreement is made and entered into between the Headquarters Air Force Services Agency (hereinafter, "Employer") and American Federation of Government Employees, Local 1840 (hereinafter, "Union") and collectively referred to as "Parties."

P-2. The Employer and the Union recognize that the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the government. Therefore, collective bargaining is in the public interest

P-3. Consistent with this policy, employees are guaranteed the rights prescribed by 5USC 7102.

P-4. The following articles constitute the entire agreement, and there will be no side agreements, written or implied, other than those embodied in the agreement. unless the Parties negotiate mid-term agreements resulting from the Employer's change in conditions of employment.

******DEDICATION******

This agreement is dedicated to the memory of [name deleted], whose untimely death was a tragic loss to the USAF and AFGE, and to the many individuals who knew and loved him. But as its principal architect, [name deleted] spirit endures in the agreement. It embodies his bedrock values of honesty, fairness, and teamwork. Let us all now therefore work to fulfill the potential of the agreement with the same level of passion and devotion [name deleted] showed in guiding its creation

ARTICLE 1
RECOGNITION AND UNIT DETERMINATION

1-1. The Employer recognizes that the Union is the exclusive representative of all employees in the bargaining unit. The bargaining unit includes all nonappropriated fund non-supervisory employees employed by the Air Force Services Agency (HQ AFSVA), San Antonio, Texas. The bargaining unit excludes all management officials, supervisors, and employees described in 5 USC 7112(b)(2), (3), (4), (6), and (7). The parties agree that these contract provisions will apply to all bargaining unit nonappropriated fund professional employees employed by the AFSVA.

ARTICLE 2
PURPOSE

2-1. The Employer and the Union desire to enter into a labor-management agreement, which will have for its purpose the following:

- a. To promote fair and reasonable working conditions.
- b. To promote improved operations of the Agency and improved employee performance.
- c. To promote the highest degree of morale and responsibility.
- d. To promote the settlement of disputes involving conditions of employment between the parties at the lowest possible level.
- e. To promote constructive employee--management cooperation between the parties.
- f. To provide a safe and healthful work environment.
- g. To promote the highest standards of employee performance

ARTICLE 3 EMPLOYEE RIGHTS

3-1. 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. The Employer will ensure that information with respect to these rights is provided to employees in the bargaining unit and that no interference, restraint, coercion, reprisal, or discrimination is practiced by the Employer to encourage or discourage membership in a labor organization. . . .'

3-2. The right to assist a labor organization extends to participation in the management of the labor organization, and acting for the labor organization in the capacity of a representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority. However, this does not authorize participation in the management of a labor organization, or acting as a representative of such an organization, when the participation or activity would result in a conflict, or apparent conflict of interest, or would otherwise be incompatible with any other law, rule, or regulation, or with the official duties of the employee.

3-3. The Employer 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 Article 6, Official Time. The Employer agrees to inform all bargaining unit employees of the right to Union representation under 5 USC 7114(a)(2)(B) by posting on official bulletin boards.

3-4. Exclusive recognition of the Union does not preclude an employee in the bargaining unit, regardless of whether he or she is a member of the Union, from bringing matters of personal concern to the attention of appropriate officials under applicable law, rule, regulation} or established agency policy; from exercising grievance or appellate rights established by law or regulation, or from choosing his/her own representative in an appellate action. However, when pursuing a grievance under Article 12, the employee must be represented by the Union or must represent himself/herself. Bargaining unit employees may confer with the Union representative if they chose to do so. When an employee has designated the Union to represent him/her on an appropriate representational issue, and the Employer has been informed of the designation, the Employer will not bypass the Union to deal directly with the employee with respect to this issue.

3-5. Each employee may voluntarily join and pay dues to the Union. Nothing in this agreement shall require an employee to become or to remain a member of the Union, or to pay money to the Union except through his or her voluntary written authorization for payment of dues through payroll deduction or direct payment to the Union.

3-6. The Union and the Employer expect employees to discharge their assigned duties conscientiously in the most effective and productive manner they can, to observe in spirit and action the laws, rules, and regulations governing their employment, and to conduct

themselves in such a way that their behavior will not reflect adversely on the Air Force or the public service. Employees are also expected to confer with their immediate supervisor, other management officials or the Human Resources Office, as appropriate, to discuss matters of concern to them, to secure information needed or to resolve problems related to their Air Force employment. Employees have the right to visit the Human Resources Office during duty hours.

3-7. Employees will 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 and are not in violation of any other law, rule, or regulation.

3-8. Employees have the right to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this negotiated agreement.

3-9. Employees will be protected against reprisal of any nature for the disclosure of information not prohibited by law or Executive Order which the employee reasonably believes evidences a violation of law, rule or regulation, or evidences mis-management, a waste of funds, an abuse of authority, or danger to public or employee health and safety.

3-10. An employee has the right to refuse orders that would require the employee to violate the law. This refusal to obey an unlawful order will not subject the employee to disciplinary or an adverse action.

3-11. Counseling will be reasonable, fair and used constructively to encourage an employee's improvement in areas of conduct and performance. It should not be viewed as disciplinary action.

3-12. When it is determined that oral counseling is necessary, the counseling should be accomplished during a private interview with the concerned employee. If there is to be more than one management official involved in a formal discussion with an employee concerning a grievance, personnel policy or practices or other general employment conditions, the employee, has the right to Union representation, if desired,

**ARTICLE 4
EMPLOYER RIGHTS**

4-1. In the administration of all matters covered by this agreement, the Employer, Union, and bargaining unit employees are governed by applicable existing or future laws, rules, and regulations of appropriate authorities, including certain policies set forth in 5 USC, 5 CFR, Office of Personnel Management's Operating Manuals, by published Department of Defense (DoD) or Air Force policies and regulations in existence at the time this agreement is approved; and b subsequently published DoD and Air Force policies and regulations, unless such changes are required by law.

4-2. The provisions of this Article apply to all future agreements between the

Parties. 4-3. It is agreed and understood by both Parties that management retains the right-

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

b. In accordance with applicable laws -

(1) To hire, assign, direct, layoff, and retain employees in the AFSVA, 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 the AFSVA 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 source; and

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

4-4. The Parties agree that the right to make rules, regulations, and policies will be considered acknowledged functions of the Employer. In making rules, regulations, and policies relating to personnel policies, practices and procedures, and matters of working conditions, the Employer recognizes its obligation with the Union.

ARTICLES 5 UNION RIGHTS

5-1. The Employer recognizes the Union is the exclusive representative of the employees in the bargaining unit 84.d is entitled to act for and to negotiate agreements covering all employees in the unit and is responsible for representing the interests of all such employees without discrimination and without regard to Union membership.

a. The Employer agrees to respect the rights of the Union and to meet jointly to negotiate with the Union to the extent required by law regarding any new policy or change in existing policy affecting employee conditions of employment.

b. The Union will compile a list of designated Union officials, representatives and stewards and provide the list to the Employer who will communicate it to the employees by posting it on AFSVA bulletin boards within 30 days after receipt. Changes will be handled in the same manner.

c. Subject to applicable laws and regulations, the Employer recognizes the need for the Union to communicate directly with bargaining unit employees without interference, coercion, reprisal, or censorship. Such communication shall not interfere with the organization's ability to accomplish its mission or adversely affect the workplace.

5-2. Employer will not communicate in writing directly with bargaining unit employees through surveys and questionnaires regarding conditions of employment without prior notification to the Union and bargaining where appropriate. This includes all written questionnaires and surveys from all other agencies where the Employer has received notice of the survey.

5-3. The Employer will give the Union advance notice and the opportunity to support, as appropriate, when initiating or discontinuing organization-wide voluntary programs (i.e., CFC, Saving Bond campaigns, blood donor drives).

5-4. The Union will be notified and given the opportunity to be present and to participate at any formal discussion between one or more representatives of the Employer and one or more employees in the unit or their representatives concerning any grievance, personnel policy or practice related to conditions of employment. In accordance with 5 USC 7114(a)(2)(B) a Union representative may be present at any examination of an employee in the unit by a representative of the agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation.

5-5. The Union will be allowed to make a presentation of 10 minutes during each orientation session for new employees. The Employer will provide the Union with notice of the date, time, and place at the time the orientation is scheduled. The Union official making the presentation will be allowed official time to make the presentation.

5-6 The parties agree for information requests made by the Union the following applies:

a. The Employer will respond in a timely manner to information request made by the Union. The Employer will provide an interim response within 10 work days, if a final response cannot be provided.

b. When necessary and consistent with the Union's right to information under law, the Employer may sanitize employee data to protect individual privacy. Union representatives are responsible for maintaining the confidentiality of personal data made available to them under this provision. In protecting personal/personnel data, the Union will comply with the requirements of the Privacy Act.

c. All information requests by the Union under 5 U.S.C. 7114 (h)(4) will be signed by the Union NAF vice president or his/her designee and submitted to Randolph AFBNAFHRO.

5-7. The Union President/NAF Vice President may request a meeting with the HQ AF Services Agency Commander. The purpose of the meeting will be addressed in the request.

ARTICLE 6
UNION REPRESENTATION AND OFFICIAL
TIME

6-1. The Union agrees to keep the Employer currently informed in writing of the names of its officers, representatives, and stewards, their titles, and the scope of their authority to speak and act for the Union. The Employer agrees to recognize such duly elected or authorized officers, representatives, or stewards in accordance with this agreement.

6-2. It is agreed that servicing assignment of stewards will be determined by the Union and the total number of stewards will not exceed 8, so bargaining unit employees will have reasonable access to a steward. To accommodate future changes in the size of the bargaining unit the Union will be authorized to increase the number of stewards (beyond 8) by 1 for every 20 additional bargaining unit employees. Correspondingly the number of stewards will decrease by 1 (less than 8) for every decrease of 20 employees in the size of the bargaining unit.

6-3. The Employer agrees that duly authorized officials, representatives and stewards who are employees in the unit may engage in the activities specified in this paragraph on duty time if they are otherwise in regular duty status and make proper arrangements for the particular activity in accordance with paragraph 6-4 of this article. The Employer and the Union agree to limit the use of official time to the amount reasonable and necessary for the proper performance of the authorized function. The Employer agrees to provide a reasonable amount of official time to Union officials and stewards to accomplish the following, taking into consideration the circumstances of each situation:

...

a. Discussing and reviewing potential grievances with bargaining unit employees, Civilian Personnel, HRO, and Supervisors and managers.

b. Representing an employee or the Union in the preparation and presentation of grievances and responding to management officials as provided in Article 12, Negotiated Grievance and Arbitration Procedures.

c. Preparation for arbitration and serving as the Union spokesperson/employee representative in an arbitration hearing conducted under Article 12. The Union will be allowed two bargaining unit employees at an arbitration hearing on official time when serving as a spokesperson/representative and technical advisor. When the Union is the grievant, they will also serve as the spokesperson/representative. Upon request, the technical advisor may be allowed reasonable official time for an arbitration which must be used for preparation of witnesses and research.

d. When serving as the employee's designated representative in the preparation and presentation of a reply to a proposed adverse action, discrimination complaint, OWCP, ULP, FMCS, FSIP, EEO, arbitration.

e. Acting in the official capacity as a representative of bargaining unit employees in a NAP grievance, appeal, or adjustment of employee grievance in which the Union is not designated as an employee's representative (reference AFMAN 34-310, para 9-8).

f. Preparation for and negotiating with the Employer concerning changes to personnel policies, practices, and matters affecting working conditions proposed by the Employer; as provided for in the terms of this agreement, including meetings/conversations with employees and supervisors during preparation and negotiations.

g. Preparation of proposals and negotiating with the Employer concerning mid-term re-opening of contract proposals.

h. Preparation for and attending meetings, conferences, seminars committees, and training requested by the Employer. The Employer will notify the Union of such meetings.

i. Attending formal and investigatory meetings between the Employer and the employees as described by 5USC 7114 (a)(2)(A) and (B).

j. Preparing requests for information under 5USC 7114(b)(4).

k. Preparing responses to Employer initiated correspondence to the Union.

L. Preparing for and participation in problem solving and mediation.

m. Participating as a data collection or committee member in a NAP wage survey when requested by DoD or the Employer.

n. Researching, preparing, and processing Unfair Labor Practice (OLP) charges. This includes interviews with employees: and providing evidence to FLRA.

o. Appropriate travel time for representational duties.

p. Preparing for and presenting information to new employees in employee orientation.

64. A Union official, representative or steward who is an employee will request approval of official time from his/her immediate supervisor or his/her authorized substitute before leaving his/her assigned duties to perform any of the duties listed in paragraph 6 3 of this Article. The employee requesting the official time must explain the nature, but not necessarily, the subject matter of the business he/she is required to attend. He/she must provide an estimate of the official time that will be required. The supervisor will act upon the request as the workload permits. The Union representative will obtain advance approval from the immediate supervisor. Also, permission to conduct the duties listed with any involved employee(s) will be obtained by the Union representative, in

advance, by telephone if practicable, from the immediate supervisor of the involved employee(s). The Union representative will advise the supervisor of how to contact the employee so that the employee and representative can be reached in case of an emergency. All employees will report back to their duty section promptly upon completion of the authorized business. If the business is found to require more time than the original estimate, the Union representative must contact his/her supervisor and, the supervisor of the employee, to obtain permission to use more time. If the additional time is not granted, the Union representative and employee will be given the needed additional time as workload permits. When a management official denies or delays the Union representative's request for official time, he/she will provide the Union with the reason for the denial/delay and inform the requesting Union official when he/she will be released.

6-5. The Employer agrees to approve official time for Union officers and stewards to attend Union sponsored training that will be of mutual benefit to the Employer and the Union without charge to leave to attend or serve as instructor of Union sponsored training for Local 1840 representatives. This official duty time for training will be limited to a total of 300 hours, during a 12-month period, for all Union officials combined. A 12-month period is understood to mean the period beginning 1 January of each year and ending on 31 December of each year. The Union will submit sufficiently detailed information concerning the content and schedule of each training session to permit the Civilian Personnel Office to determine if official duty time will be granted. The Employer agrees to grant officers and stewards of the Union official time in conjunction with attendance of a training session sponsored by the Union or other such activities, provided the subject matter of such training is in the best interest of the Government, Such training will not normally exceed forty (40) hours for any one individual within a twelve (12) month period, not to exceed the total of 300 hours for all officials. Subject to the same criteria each NAF employee may also be excused for a maximum of 4 hours per year for the purpose of attending a training session sponsored by the Union. Approval of administrative leave requests will be subject to workload and mission requirements. The Union will submit a written request for administrative leave for training purposes to the HRO office.

6-6. It is agreed that Union officials who are not employees will, upon approval of the CPF LRO, be allowed to visit, sites where bargaining unit employee are located, on official business subject to national security regulations and visitor control procedures. Such Union officials will coordinate and obtain approval of the CPF LRO before contacting employees during their duty hours.

6-7. It is agreed that whether employees are Union representatives or not, they are not entitled to participate in the conduct of internal Union business during their duty hours. For the purpose of this Article, lunch periods are considered non-duty time.

6-8. The Union is allowed eight hours per year official time for the administrative function of preparing information reports required under 5 USC 7120(c), including financial reports and trusteeship reports.

6-9. Union officers/stewards may receive telephone calls, visits, facsimile messages, and electronic mail at their respective work areas concerning official Employer/Union related matters. All of these contacts will be of short duration; otherwise, the Union representative will follow the procedures of this article for release on official time.

ARTICLE 7 NEGOTIATION

7-1. Representatives of the Union and the Employer will meet at reasonable times and negotiate in good faith. The purpose will be to exchange information and views on appropriate subjects and to promote understanding and cooperation in the implementation of this agreement and in all aspects of Union Management relations. It is agreed and understood that matters for negotiations are personnel policies, practices and matters affecting working conditions- of employees in the unit that are within the discretion of the Employer.

7-2. Either party having a requirement, to negotiate with the other will give advance notice to the other party, including a written statement of subject matter to be discussed and the circumstances, if any, which generated the request for discussion.

7-3. The normal point of contact between the Union and the Employer for the purpose of discussing questions that may arise concerning the general administration or interpretation of this agreement, regulations, or other matters involving the overall relations between the parties, shall be: for the Union, the NAF Vice President or his designee; for the Employer, the CPFLRO or his/her designee.

7-4. The Employer agrees to provide a notice to and negotiate with the Union prior to implementing changes that are appropriate matters for negotiation. Impact and implementation bargaining is regarding proposed changes on matters outlined in section 7106, Title 5 USC, for appropriate arrangements for employees adversely affected by those changes. The Employer will identify all proposed changes of working conditions and notify the Union at least 10 calendar days in advance of the proposed effective date. As a minimum, the notification will include the names of the affected employees (when appropriate), their work location, and the nature of the change. If the Union does not request information, the Union will submit proposals to the Employer within 10 calendar days of receipt of the notice of the proposed change. If the Union requests information, the request will be made within 5 calendar days of receipt of the Employer notice. The Union will submit proposals to the Employer within 7 calendar days of the Union receiving information from the Employer. The Employer will conduct an information sharing meeting, when appropriate, to attempt to resolve the proposed changes. If the proposed change needs to be accomplished in a shorter time, the parties will do so.

7-5. During pre-negotiations and negotiation meetings with the Employer, the Union representatives will be granted official time. The Employer and the Union representatives will have an equal number of negotiators on official time.

7-6. All impasses in negotiations will be resolved in accordance with 5 USC, Chapter 71.

7-7. Upon receipt of notification from the Employer of proposed changes affecting conditions of employment Union officials and stewards will be afforded an opportunity to discuss those changes with the affected bargaining unit employees.

7-8. Upon request by the Union, the Employer may negotiate on matters not covered by this agreement.

7-9. This agreement may be amended and/or supplemented upon mutual agreement of the parties.

7-10. Policies and procedures set forth in a negotiated article in this agreement take precedence over those set forth in Employer regulations, but does not restrict compelling need arguments brought forth by the Employer, otherwise procedures in the regulations will be followed.

ARTICLE 8 DURATION OF AGREEMENT

8-1 The effective date of this agreement shall be the day it is approved by the DOD, or the 31st day after it is signed by the parties, whichever comes first. If the DOD review reveals any violation of law or Government-wide regulations, the parties will meet within 7 workdays of notification and attempt to renegotiate that language. Prior to the effective date of this agreement it will be submitted by the Union to the NAF membership of Local 1840, employed by HQ AF Services Agency, for ratification. The parties agree to further negotiate any proposed contract provisions determined to be unacceptable to the Union membership during the ratification process or unacceptable to the HQ AFSVA commander during his review. The parties agree to meet within 7 workdays of notification to resolve unacceptable provisions.

8-2. This agreement will remain in effect for eight (8) years after its effective date. On the eighth anniversary of its approval and each eight years thereafter, it will automatically be renewed for an additional eight year term unless, during the period between 105 and 60 days prior to the end of one of the eight year terms, either Party gives written notice to the other Party of its desire to renegotiate the agreement.

8-3. Every twenty-four (24) months either party may submit a written request for midterm bargaining identifying the specific articles they wish to negotiate not to exceed 6 articles per party. If such notice is given, this agreement will remain in full force and effect until the changes have been negotiated and approved, but not past the original agreement termination date. The parties further agree to exchange proposed articles not earlier than 60 days prior to each 24 month point and begin negotiations not later than 60 days thereafter. Proposed articles received after the 24 month point will not be accepted by either party.

8-4. Proposed ground rules for midterm negotiations will be submitted by both parties at the same time as proposed articles are exchanged and the existing ground rules will be used as the source document to which changes will apply. The negotiations on ground rules will begin not later than 10 workdays after they are exchanged by the parties.

8-5. The Parties recognize that changes are occasionally made in laws, which are binding on the Employer and the Union. This agreement will be brought into conformance with such changes in law anytime it is re-negotiated.

ARTICLE 9 COMMUNICATIONS

9-1. The Union may use the Employer's internal mail distribution system for official correspondence with management and bargaining unit employees.

9-2. The Employer agrees to make a reasonable amount of space available to the Union on bulletin boards in buildings where bargaining unit employees' work. The bulletin board space may be used for posting appropriate notices concerning, but not limited to, Union activities and elections and information relevant to the administration of this written agreement. The Union, in posting materials on bulletin boards, agrees that it is fully and solely responsible for the content of materials in terms of accuracy and adherence to ethical standards, and that it does not violate any laws, or the security of the Employer. The Union further agrees that it is responsible for the neat and orderly maintenance of this allocated space including removal of obsolete material. The material will include a date showing when it should be removed from the bulletin board.

9-3. The Union will be allowed a reasonable amount of official time to post and maintain material on bulletin boards. If the Union determines there is an area where material is missing or improperly posted, the CPFLRO will be advised. The Employer will correct the problem.

9-4. The Employer agrees that Union newspapers, circulars, and notices may be distributed in accordance with this article. They may be distributed in work areas during non-duty hours defined as before and after duty hours and during lunch periods.

9-5. Copy of the Agreement The employer agrees that after this agreement is ratified by the Union and management and approved by DoD, to provide an electronic copy of the approved agreement on the Agency's official website for "read only" purposes.

9-6. The Employer agrees to provide to the Union an electronic copy of this agreement using Microsoft Word Processing software at no cost to the Union.

9-7. In January and July of each year the Employer will provide the Union a list, of all currently employed NAF bargaining unit employees, position title, series, grade, office symbol, and category of employment (i.e., flexible or regular).

ARTICLE 10 OFFICE AND MEETING FACILITIES

10-1; The Employer agrees to furnish the Union with the office space provided such space is determined excess to the needs of the AFSVA and available within the Agency's leased requirements. The Union agrees to return use of such space to management upon notification by management of the need to do so.

10-2. The Employer agrees-to furnish the Union with office furnishings (such as desk, chairs, file cabinets, etc.) provided such furnishings are excess to the needs of the AFSVA. The Union agrees to return office furnishings provided by management upon notification by management of the need to do so.

10-3. The Employer agrees to provide to the Union communications support as outlined below and subject to limitations listed:

a. Telephones - The Employer agrees to provide the Union a single phone line for local calls only, provided the Agency has a phone line capability within the Airport Center (APC) facility. Long distance and/or other toll calls are not authorized.

b. Fax Machine-- Union officials will share existing fax machines with Agency personnel. No toll charge fax use is authorized.

c. Computer Systems - The Employer agrees to provide a single computer station to the Union provided one is available and excess to the needs of the Agency.

(1) Access to the Agency's e-mail system is authorized for the official purposes of communicating with management, communicating with Union stewards, and/or personnel involved in disputes, potential grievances etc. Other uses will be considered by management upon request by Union officials.

(2) Union officials agree to comply with all Agency requirements regarding security, use, control, and safeguarding of computer systems.

d. Copier - Union officials will share existing copier machines with Agency personnel and agree to provide copier paper to the Employer based on usage.

10-4. The Employer will provide use to the Union the use of Agency conference and training rooms on a space-available basis for meetings. The Union agrees to return such rooms in the same condition and configuration as provided.

10-5. The Union will not be allowed use of the Agency's public address system.

10-6. The Union will not be allowed use of the Agency's metered mail.

ARTICLE 11 DUES WITHHOLDING

11-1. Union dues can be deducted from the pay of eligible employees, who voluntarily authorize such deductions in accordance with the procedures established in this article.

11-2. To be eligible for Union dues deductions, an employee must:

- a. Be a member of the Union in good standing
- b. Be employed in the unit for which the Union holds exclusive recognition as defined in Article 1 of this agreement
- c. Regularly have sufficient salary after other legal and required deductions to cover the amount of the authorized allotment. Such other legal and required deductions have priority over deductions for Union dues.

11-3. The Union agrees to:

- a. Designate in writing to the designated NAF payroll office:
 - (1) The name and title of Union officials authorized to certify Standard Forms 1187, Request and Authorization of Voluntary Allotment of Compensation for Payment of Employee Organization Dues, and to sign correspondence called for in this article.
 - (2) The name, title, and address of the Union official to whom the biweekly report on Union dues withheld should be mailed.
 - (3) The account number and the name and address of the bank to which the biweekly check for Union dues deductions should be mailed.
- b. Distribute Standard Forms 1187, to eligible employee members who want to authorize an allotment for payment of Union dues.
- c. Inform its members of the program for voluntary Union dues deduction and of the procedures for use of Standard Form 1187 to initiate dues deductions.
- d. Promptly notify the designated NAF payroll office, in writing, of the effective date that a Union member is expelled or for any reason ceases to be a member in good standing.

11-4. The Employer agrees that:

- a. The designated NAF payroll office will implement the dues deductions effective the first full pay period after the properly completed Standard Form 1187 is received in the NAF payroll office.

b. The NAF payroll office will notify the Union of revocation of an allotment by sending a copy of the revocation to the Union with the dues deductions report for the pay period in which the revocation was implemented.

c. The NAF payroll office will remit the amount due to the Union after each pay period. Such remittance will be made at no cost to either the Union or employee. The remittance will be sent to the bank designated to receive it, with a report to the Union containing the following information:

(1) Identification by name or code of the base and the Union.

(2) The pay period for which the dues were withheld.

(3) The name of employees for whom dues were withheld and the amount withheld for each.

d. A supply of Forms 1187 and 1188 will be maintained in the HRO and NAF payroll office.

11-5. An employee may submit a revocation of his/her allotment for payment of Union dues at any time. This is done by securing a copy of Standard Form 1188, from the NAP payroll office, the Union, or HRO, completing and signing it, and submitting it to the NAF payroll office. A written request for revocation of dues by the employee will become effective at the start of the first full pay period following the anniversary date of the allotment. Dues allotment must have been in effect for a minimum of one year, and may be revoked only during the above period.

11 -6. Allotments for Union dues will be terminated by the NAF payroll office:

a. At the beginning of the first full pay period after the effective date of the Union's exclusive recognition or this written agreement is officially terminated under appropriate authority.

b. At the beginning of the first full pay period after the NAF payroll office's authority to withhold Union dues is officially suspended or terminated by an appropriate authority outside the Department of Defense.

c. At the beginning of the first full pay period after the NAP payroll office receives notice from the Union that an employee has been expelled or is no longer a member in good standing.

d. At the beginning of the first full pay period after the NAF payroll office is notified that an employee is officially placed in a position, including temporary promotion, in excess of 60 days, outside the unit for which the Union holds exclusive recognition.

e. At the beginning of the first full pay period after the unit is redefined by an official revision of this agreement that eliminates from the unit the position of an employee with a dues withholding allotment

f. At the beginning of the first full pay period after termination from this bargaining unit.

11-7. The Union will notify the NAP payroll office, in writing, of any changes in the amount of Union dues to be deducted. Such changes will not be made more often than once in any 12-month period. Subject to this limitation a change will be made effective the first full pay period following receipt of the notice in the NAP payroll office unless a later date is requested by the Union.

ARTICLE 12

NEGOTIATED GRIEVANCE PROCEDURE

12-1. Purpose. This article is the exclusive procedure available to the parties of this agreement and employees in the bargaining unit for resolution of grievances that are subject to the control of the Employer. These procedures are applicable to any matter involving working conditions, or any matter involving the interpretation or violation of this agreement, except for the exclusions contained in section 12.3, below. However, employees and supervisors are encouraged to discuss complaints and potential grievances before going to the grievance process.

12-2. Scope of Coverage.

a. A grievance means any complaint:

(1)) By any bargaining unit employee concerning any matter relating to the employment of the bargaining unit employee.

(2) By the Union concerning any matter relating to the employment of any bargaining unit employee, or

(3) By any bargaining unit employee, the Union, or the Employer concerning:

(a) The effect or interpretation or a claim of breach of this agreement, or

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

b. Any employee in the bargaining unit may file a grievance under these negotiated procedures. These procedures are not available to any employee outside of the bargaining unit.

c. An aggrieved bargaining unit employee affected by discrimination may at his option raise the matter under statutory procedures or the negotiated grievance procedure, but not both.

12-3. Exclusions. Matters listed below are specifically excluded from this procedure:

a. Any claimed violation of prohibited political activities.

b. Retirement, life insurance, or health insurance.

c. A suspension or removal in the interest of national security under 5 U.S.C. 7532.

- d. Any pre-employment or post-employment examination, certification, or appointment.
- e. The classification of any position which does not result in the reduction in grade or pay of an employee.
- f. The classification of a position's title, series, and pay band.
- g. Business-based actions or any matter relating to the basis for a management decision that creates the need for a business-based action. However, an employee may appeal a BBA but only to the extent that the appeal alleges a failure by management to follow regulations or procedures which govern these actions.
- h. Nonselection for appointment, or promotion or relating to reassignment to a position at the same or higher rate of pay.
- i. Separation actions taken on an employee serving a probationary period.
- j. Written notices of proposed disciplinary actions where such actions would be grievable under this procedure, when effected. This exclusion does not deny the employee's right to obtain representation or the right to grieve after receiving final decision.
- k. Disapproval of a performance award, or any other kind of honorary or discretionary award, including non-adoption of a suggestion.
- l. Employer's decision to increase or refuse to increase an employee's basic rate of pay.
- m. An action terminating a temporary promotion and returning the employee to the position from which he was temporarily promoted, or to a position of comparable grade.
- n. Termination of a temporary promotion or limited term appointment.
 - o. Performance standards in an employee's position guide.
 - p. Any matter relating to the leave-sharing program.
 - q. Any matter relating to a request for advance sick or annual leave.
 - r. Any matter relating to an action or decision taken under the provisions of AFI 31-501, Personnel Security Program Management
 - s. Any matter relating to wage or salary rates or schedules.

t. Any matter previously decided as a result of a prior grievance, appeal, or any other formal complaint system cannot be re-filed for the same adverse action.

u. Any matter that is subject to final administrative review or decision outside the Air Force or for which other authorized complaint or appeal systems are prescribed.

12-4. Resolution of Grievability Disputes.

a. Questions that cannot be resolved by the Parties as to threshold issues (whether or not a grievance is subject to the grievance and arbitration procedures of this agreement) may be referred by either Party to arbitration.

b. When the Employer and Union agree, at any step of a grievance, that a matter is non-grievable/non-arbitrable, the grievance processing is complete at that stage. The Employer may or may not decide to address the merits of the grievance for the record. For a grievance filed by an employee, the Parties will explain the status of the grievance to the employee. The reason for this agree provision is that only the Employer or Union can invoke arbitration.

c. The Employer agrees to notify the Union, in writing, of any determination that a matter is not grievable or arbitrable not later than the time limit for the written answer in Step 3 of this procedure.

12-5. General Provisions:

a. Official Time. A reasonable amount of official time, if otherwise in a duty status, without charge to leave, will be afforded in accordance with Article 6 and to discuss any complaint or potential grievance with the employee's first-line supervisor. The employee and Union will request official time in accordance with Article 6.

b. Representation Rights. An employee is entitled to Union representation at any stage of the grievance procedure. Any unit employee may present and process a grievance under this procedure without the intervention of the Union except that only the Union or the Employer may invoke arbitration. If an employee elects Union representation, the only representative an employee may have under this procedure is a Union representative approved in writing by the Union. An employee may pursue a grievance without Union representation, but the Union may elect to attend each grievance step. Management will notify the Union immediately when an employee grievance is received and give the Union advance notice of each meeting.

c. Time Limits. Failure to comply with the time limits specified in this procedure may be cause to deny a grievance filed unless the prescribed time limits (excluding the initial filing deadline) are extended by mutual agreement of the Employer and the employee, or the Employer and the Union representative where the employee is represented by the Union. Such denial must be coordinated and approved by the

HRO/LRO (whenever "NAFHRO" is referenced, it is referring to the NAF HRO Office at Randolph AFB). The only management officials authorized to grant extensions are the HRO or LRO. The only Union officials authorized to grant extensions are the Union President, Executive Vice President, Vice President, or Chief Steward in the event all of the previously named are absent.

d. Contents of Grievances. Every grievance filed under this procedure must contain the following: (See Appendix A, Grievance Form).

(1) The name, organization, duty phone of the grieving employee or a statement that the grievance s filed on behalf of the Union.

(2) The name, organization, and duty phone of the employee's representative, if any.

(3) A clear indication that the memorandum is a Step 1 grievance.

(4) A statement of the specific action or incident causing the grievance and the specific contractual provision in question, if any.

(5) The date on which the incident occurred or action took effect, and the date on which the employee became aware of such action or incident.

(6) A statement of the employee's reason for believing the action or incident is improper.

{7} A brief explanation of any attempts by the employee to resolve the grievance informally.

{8} A first step grievance must state how the employee is personally affected and the personal relief requested.

(9) At steps 1 and 2 the employee or the employee's representative must sign the grievance.

12-6. Employee Grievance Procedures. Supervisors and employees are strongly encouraged to settle potential grievances at the lowest level possible. The Labor Relations Officer (LRO), the Nonappropriated Fund Human Resources Officer {NAF HRO} at Randolph AFB and Union representatives will strive to negotiate settlement of such potential grievances before elevating them to the process described below. The Union will discuss the potential grievance with the first level supervisor before going to the grievance process. In the event settlement cannot be negotiated, grievances initiated under this agreement are processed according to the following steps:

a. Step 1. The employee grievance must be initiated in writing, and hand-delivered to the NAF HRO within 15 calendar days after either { 1} the date of the action

or incident upon which the grievance is based, or (2) the date the employee knew or should have known of such action or incident, whichever is later. Within 15 calendar days after receipt of the step I grievance, the supervisor will hand-deliver the employee a written decision on the matter. If the matter is resolved, both Parties will sign a written agreement. Within 7 calendar days after receipt of the step 1 decision, if the employee is dissatisfied with the decision, the employee may submit a written request for mediation through the LRO and/or NAF HRO. The employee's request must include a written statement as to the employee's reasons for finding the Step 1 decision unacceptable. The LRO/HRO will submit the request for mediation within 7 calendar days. At this point, all grievance time limits are held in abeyance until the mediation process is complete. If the complaint is resolved, all Parties involved must sign the settlement agreement.

b. Step 2. If the grievance is not resolved, and the employee wants the matter considered further, the employee has 15 calendar days after completion of the mediation process to hand-deliver a written request for reconsideration to the second-level supervisor through the LRO and/or NAF HRO. The request must include a written statement as to the employee's reasons for finding the Step 1 decision unacceptable. The second-level supervisor will have a meeting with the employee, the employee's representative (if any), the Human Resources Officer, and with anyone the supervisor believes may have relevant and useful information. The second level supervisor will hand-deliver the employee a written decision on the matter within 15 calendar days after the date the LRO and/or NAF HRO receives the grievance and request for reconsideration. If the complaint is resolved, both Parties will sign a written agreement.

c. Step 3. If the grievance is not resolved, and the employee wants the matter considered further, the employee has 15 calendar days after receipt of the Step 2 decision to submit a written request for reconsideration to the third level supervisor through the LRO and/or NAF HRO. The request must be hand-delivered to the LRO and/or NAF HRO and include a written statement as to the employee's reasons for finding the Step 2 decision unacceptable. The deciding official will render a decision within 15 calendar days from the date the LRO and/or HRO receives the grievance and request for reconsideration. The deciding official's decision is final unless the Union requests arbitration according to Article 12A.

12-7. Employer and Union Grievance Procedures. Grievances initiated under these negotiated procedures by the Employer or the Union will be processed with the following steps.

a. Step 1. A Union or Employer grievance must be initiated and hand-delivered to the LRO and/or NAF HRO, or the Union President, as appropriate, within 30 calendar days after the event upon which the grievance is based, or after the grieving Party first became aware of the event. It must be in writing and submitted by either the Union President or the LRO, respectively, and be directed to the other of the two. The grievance must specify the incident(s) upon which it is based, the particular issues(s) involved, and the requested remedy.

b. Step 2. The Parties, LRO and/or NAP HRO or his/her designee, and the President of the Union or his/her designee, will meet as needed during the 30 calendar days after the initial presentation of the grievance and arrange to secure any information needed in the case. During this time they will also make every reasonable effort to clarify and resolve the issues involved. If the grievance is resolved, both Parties will sign a written agreement

c. Step 3. If the grievance is not resolved, the Parties or their designees will prepare and sign a joint statement specifying any areas of agreement reached as well as the unresolved issues. The grievance, the statement of unresolved issues, and other- pertinent documents, will be forwarded to the Agency Commander or his Deputy. The Commander or his/her Deputy will review the grievance file and make any needed inquiries.

(1) In the case of an Employer initiated grievance, the Commander will either withdraw the grievance or submit it to arbitration according to Article 12A, and so inform the Union in writing within 20 calendar days after the case was submitted to him/her.

(2) If the grievance was initiated by the Union, the Commander will render a decision on the issues within 30 calendar days after the case was submitted to him/her and so inform the Union in writing. If the Union is not satisfied with the decision, the Union may request arbitration of the unresolved issues by filing a request with the Civilian Personnel Office Labor Relations Officer. If the Union does not request arbitration within 15 calendar days after its receipt of the Commander's decision, that decision will then be final.

ARTICLE 12A

ARBITRATION PROCEDURE

12A-1.
Arbitration.

a. If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either Party within 20 calendar days after issuance of the Employers final decision, may be submitted to arbitration.

b. Within 15 calendar days from the date of the request for arbitration, the Parties will jointly request the Federal Mediation and Conciliation Service (FMCS) provide a list of seven (7) impartial persons qualified to act as arbitrators within the agreed upon parameters of the Parties. The Parties will meet within 15 calendar days after receipt of such list. 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 of seven and will then repeat this procedure until one name is left. The remaining person will be the duly selected arbitrator. The flip of a coin will determine who strikes first.

c. If for any reason the Employer or the Union refuses to participate in the selection of an arbitrator, the FMCS will be empowered to make a direct designation of an arbitrator to hear the case.

d. The Parties agree that the arbitrator's authority is limited to hearing and issuing decisions on matters that are covered by the negotiated grievance procedure and subject to any limitations agreed upon by the parties. If the Parties fail to agree on a joint submission of the issue(s) to be arbitrated, each will submit a separate submission and the arbitrator will determine the issue or issues to be heard.

e. The arbitrator's fee and the expenses of the arbitration, if any, shall be borne equally by the Employer and Union. The intent of the Parties, when requesting an arbitrator is to base the payment of travel and per diem expenses of the arbitrator on the maximum rate payable to government employees under Volume II of the Joint Travel Regulations. The Parties also agree that the method used by the Arbitrator to record the arbitrator sessions is not an allowable charged expense to the Parties, unless agreed to in advance by the Parties. Either Party may request a copy of the arbitrator's record of proceedings at their own cost.

f. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic workweek (currently 07301630, Mon thru Fri), at a mutually satisfactory time arranged by the arbitrator. Employees in the unit who would otherwise be in a duty status at the time will be carried in duty status while testifying in the arbitration hearing. Official time will be granted as indicated in Article 6 of this agreement.

g. The arbitrator will be required to render his/her decision in writing to the Parties within 30 calendar days after the conclusion of the hearing, unless the Parties mutually agree to extend the time limit.

h. The arbitrator's award will be binding on the Parties. However, either Party may file exceptions to an award with the Federal Labor Relations Authority (FLRA) under regulations prescribed by the FLRA.

i. The Employer must notify the Union of the decision: to either, (1) implement the arbitrator's award or, (2) file for an exception with the FLRA, within 10 calendar days after receipt of the arbitrator's award. If the Union plans to file for an exception to the arbitrator's award, it must notify the Employer of that fact in writing within 10 calendar days after its receipt of the award. Failure of either Party to give such timely notice of its intentions will constitute the Party's acceptance of the arbitrator's award. A copy of either Party's exception to an arbitrator's award must be simultaneously filed with the other Party.

j. Any dispute over the application of an arbitrator's award will be returned to the arbitrator for settlement, including remanded awards. If specific time limits are not addressed in the arbitrator's award, then the Parties agree to request implementation within 30 calendar days, unless prohibited by law, rule or regulation.

APPENDIX A

**Grievance Form
(Please Print)**

Grievant(s) Name: _____ Date: _____

Grievant(s) Phone: _____

Select one below:

I hereby authorize AFGE to represent me in this grievance.

I desire to represent myself in this grievance.

AFGE Representative Name: _____

AFGE Representative Phone: _____ Office Symbol _____

Employee Grievance Process				
<p>STEP 1 Identify as Step 1 Grievance</p> <p>Include: 1. Summary of relevant facts (See Grievance Checklist next page) 2. Relief being sought</p>				
Action	File with	Time limit	How	Management Response
Event causing complaint	NAFHRO	15 Calendar Days of event	In Writing	Within 15 calendar days management official will provide a written decision.
<p>STEP2 Identify as Step 2 Grievance</p> <p>Include: 1. Summary of relevant facts (See Grievance Checklist next page) 2. Relief being sought 3. Reasons for finding Step 1 decision unacceptable 4. Include a copy of the Step 1 decision</p>				
Action	File with	Time Limit	How	Management Response
Dissatisfaction with Step 1 management decision *See Note Below	NAFHRO	15 Calendar Days of receipt of Step 1 decision	In Writing	Within 15 calendar days after submittal, management official will meet with the grievant, representative and HRO. Mgmt will provide a written decision.
<p>STEP3 Identify as Step 3 Grievance</p> <p>Include: 1. Summary of relevant facts (See Grievance Checklist next page) 2. Relief being sought 3. Reasons for finding Step 2 decision unacceptable 4. Include a copy of the Step 2 decision</p>				
Action	File with	Time Limit	How	Management Response
Dissatisfaction with Step 2 management decision	NAFHRO	15 Calendar Days of receipt of Step 2 decision	In Writing	Within 15 calendar days after submittal, management official will provide a written decision. The decision is final unless the Union requests arbitration IAW Article 12A.

NOTE: Prior to filing Step 2, and within 7 calendar days after receipt of the Step 1 decision, if the employee is dissatisfied with the decision, he/she may submit a written request for mediation through the LRO and/or NAF HRO.

NAF HRO refers to the Nonappropriated Fund Human Resources Office at Randolph AFB.

GRIEVANCE CHECKLIST

Date: _____

Employee's Name: _____

Supervisor's Name: _____

Summary of Complaint:

When did it occur? _____

Where did it happen?

Why did it happen? _____

What happened? _____

Who else was Involved? Witnesses?
(Include full name and work area, if possible.)

1. _____

2. _____

3. _____

4. _____

What adjustment is expected? _____

ARTICLE 13
HOURS OF WORK, SCHEDULING AND ALTERNATE WORK
SCHEDULES

13.1. Positions are established as either Regular or Flexible:

a. Regular employees will have an established basic workweek (guaranteed number of hours) reflected on their appointment documents. The Employer agrees not to reduce the number of guaranteed hours below this specific amount unless procedure for reducing guaranteed hours are followed. (Reference: AFMAN 34-310, para 1.8.12.2)

b. Flexible employees have no guaranteed hours and will be scheduled as needed to meet the needs of the agency.

13.2. The administrative workweek shall be a period of seven (7) consecutive calendar days beginning on Sunday. The basic workweek for NAF employees shall be in accordance with applicable laws and regulations.

13.3'. Short compensable rest periods, not exceeding 15 minutes during each four hours of continuous work, may be allowed. Rest periods will not be continuations of lunch periods and will not be granted immediately prior to quitting time.

13.4. No employee will be required to work more than six hours without a meal period. Regular meal periods will not be less than 30 minutes or more than two hours in accordance with the provisions outlined in Randolph AFB Supplement 1 to AFI 36-807 and HOI 36-4, *Duty Hours for AFSVA Personnel*. Employees will be excused from their duties during normal non-paid meal periods and will not be required to remain in their work area. Employees may be scheduled to have their meal period on the job. In such cases, employees will be allowed a twenty-minute meal period. Such periods are considered as time worked.

13.5. If a regular employee reports for their regularly scheduled shift but is prevented from performing the regularly assigned duties by circumstances beyond their control, the Employer will attempt to keep employees gainfully employed within the organization.

13.6. Flexible Work Schedule (FWS). The parties agree to follow the provisions of Agency HOI 36-4, *Duty Hours for AFSVA Personnel*, dated 3 July 1995.

13.7. Compressed Work Schedule (CWS). Employees may request approval from their supervisor to work a CWS in accordance with the following provisions:

a. A "Compressed Work Schedule" means that a regular employee may work an 80-hour biweekly basic schedule that consists of 8 workdays of 9 hours each and 1 workday of 8 hours; thus providing the employee 1 normal workday off in every biweekly work schedule.

b. The supervisor will evaluate the employee's request based on current management policy, impact on operational workload, and ability to fulfill the Agency's mission. The supervisor will provide the employee a reply within 15-calendar days after receipt of the employee's written request.

c. Approved CWSs will not be in effect during periods in which the employee is TDY, attending training, or other situations where the employee is out of the office.

ARTICLE 14

ANNUAL, SICK, LWOP, AND ABSENCES

14-1 The Parties agree to follow the applicable leave regulations except as modified by this agreement. Regular employees earn annual and sick leave.

14-2. The use of annual leave is a privilege subject to workload requirements. In addition to the workload considerations, the supervisor's decision to approve Or disapprove annual leave can involve consideration of employees' expressed Desires and personal convenience. Employees may request annual leave for any duration, for any time and in any pattern they desire. Approval or disapproval will be dependent on staffing and/or workload requirements.

14-3. Employees who have a problem or special circumstances regarding use of annual leave may submit a request for leave carry-over in accordance with the provisions of AFMAN 34-310, Paragraph 14.2.5.2.

14-4. Annual leave can be charged in fifteen minutes increments. Supervisors may excuse infrequent tardiness of less than one hour due to circumstances beyond the employee's control.

14-5. Requests for unscheduled annual leave or emergency annual leave should be kept to an absolute minimum. Absences unscheduled or for emergency reasons, except where circumstances do not allow, will be requested from the immediate supervisor or his designee by the employee as early as possible, but not later than two (2) hours after the start of the shift to which assigned.

14-6. During January of each year, employees will be required to turn in a tentative annual leave schedule for the leave year. The supervisor will review the schedule to ensure that all employees are given an opportunity to use leave they would otherwise forfeit at the end of the leave year. If applicable, the supervisor will advise employees of the reasons for leave denial. Supervisors will advise employees of tentatively approved/disapproved annual leave schedules by the end of February of each year. During the year, employees must request their supervisor's approval of each specific period of annual leave that can be planned in advance of the absence by submitting an SF-71. Such request, whether for short periods or long periods, will normally be approved if, in the supervisors' opinion, the workload and the available work force will allow it. If previously approved annual leave must be canceled, the supervisor will inform the employee of the reasons and the employee may submit a revised schedule of proposed annual leave to preclude loss of any use or lose leave.

14-7. Under normal conditions, advanced annual leave will not be granted. However, regular employees may be granted an advance of annual leave equal to all annual leave that will be earned in one (1) year) provided there is reasonable assurance that the employee will be in a duty status long enough to earn the leave advanced.

14-8. Sick leave for medical, dental, or optical examination or treatment that can be prearranged should be requested and approved in advance. Use of sick leave for purposes which are not known in advance, should be requested by the employee from the supervisor as soon as possible after the beginning of the absence from duty, but not later than two hours of the beginning of the shift.

14-9. Sick leave of more than three consecutive workdays should be supported by a medical certificate. If the employee was not attended by a physician, the employee's certification showing satisfactory evidence of incapacitation for duty may be accepted..

14-10. Requests for advanced sick leave up to 30 days will be approved or disapproved in accordance with applicable regulations. Such requests must be initiated by the employee in writing through supervisory channels. The request must specify the number of hours requested and indicate that the employee intends to return to duty upon recovery. The request must be accompanied by a medical certificate indicating the approximate length of time the employee will be unable to work and that he/she should be able to perform the duties of his/her position upon return to duty.

14.11. Employees may be excused from duty for circumstances such as absence for voting or registration, blood donations or court leave in accordance with AFMAN 34-310, Chapter 14.

ARTICLE 15 HOLIDAYS

15-1. Regular employees in the unit shall be entitled to holiday benefits as authorized by applicable regulations. These benefits may consist of being excused from duty on the holiday without charge to leave or being paid at holiday compensation rates, if work is required on the holiday. If the holiday falls on a non-work day, employees shall be entitled to appropriate holiday benefits for the day designated under applicable regulations as the day to be observed as the holiday:

15-2. Legal holidays include the following:

- *New Year's Day - January 1st
- Martin Luther King Day - 3rd Monday in January
- Washington's Birthday - 3rd Monday in February
- Memorial Day - Last Monday in May
- *Independence Day - July 4th
- Labor Day - 1st Monday in September
- Columbus Day - 2nd Monday in October
- *Veterans Day - November 11th
- Thanksgiving - 4th Thursday in November
- *Christmas - December 25

*Observed on the nearest workday if the actual holiday falls on the weekend

ARTICLE 16 OVERTIME

16-1. It is agreed that the Employer has the exclusive prerogative to determine when overtime work will be required, what overtime work must be performed, what work methods and means will be used, what skills and abilities will be needed, and how many employees will be required. Overtime work will not be assigned as a reward or penalty.

16-2. It is also agreed that the Employer has the right and authority to select and require employees to perform overtime work; however, an employee will not be required to work overtime if his/her supervisor finds that the additional work would impair his/her health or cause him/her extreme hardship. An employee's failure, without acceptable justification, to report for and work overtime that is scheduled may subject him/her to disciplinary action.

16-3. The Union agrees that the Employer has the exclusive prerogative to determine when overtime work will be required, what overtime work must be performed, what work methods and means will be used, what skills and abilities will be needed, and how many employees will be required. Overtime work will not be assigned as a reward or penalty.

a. The supervisor of the overtime work to be accomplished will make assignments on a fair and equitable basis.

b. An employee who has been assigned overtime work may be released from such assignment provided there is a valid reason and the supervisor can accommodate the request, except for emergency situations.

16-4. If employees are required to work through their non-duty meal period those hours worked shall be considered hours worked if the non-duty meal period is not rescheduled.

16-5. Employees who work overtime may be allowed a short rest period, not exceeding fifteen minutes during each four hours of continuing work. For employees scheduled to work at least two (2) hours overtime beyond the end of their scheduled duty day, a fifteen (15) minute break will be allowed as soon as practicable after the overtime work is begun.

16-6. Records of overtime assignments may be reviewed by the Union, upon written request to assist in resolving individual claims of unfair and inequitable treatment

ARTICLE 17
EMPLOYEE PERSONNEL RECORDS

17-1. It is agreed that the Employer will maintain and secure employee's official personnel records in accordance with applicable regulations. Employees are responsible for submitting documents and information to their supervisor and the HRO in order to keep their records current and complete.

17-2. Official Personnel Folder (OPF): The Employer agrees that:

a. Access to an employee's OPF will be restricted to those persons authorized such access under applicable regulations.

b. An employee's OPF will *be* disclosed to the employee or his/her representative, designated in writing upon the oral or written request of the employee. It is understood that certain items specified in applicable regulations, such as test materials, parts of investigative reports, relied upon in Employer actions, and medical records, may not be disclosed.

c. An employee will request permission from his/her supervisor and be allowed a reasonable amount of duty time to review his/her OPF.

d. An employee designated, in writing, as the personal representative of another employee in a formal grievance or appeal proceeding will, on request of the employee represented, be allowed a reasonable amount of ~~duty time~~ duty time to review the OPF of the employee represented.

e. Derogatory material which might reflect unfavorably upon an employee's character or adversely affect one's government career will not be placed in his/her OPF or other official personnel records without the employee's knowledge unless, so authorized by law or regulations of higher headquarters. The employee will be given a copy of each document prior to it being placed in the OPF.

17-3. Supervisor's Employee Brief, AF Form 971. The Employer agrees that:

a. Only a supervisor in the employee's chain of command will make entries on the employee's AF Form 971.

b. An employee may, upon request and at a time convenient with his/her supervisor, review and discuss with the supervisor entries on the AF Form 971 and attachments to it. It is agreed that an employee may be asked to initial entries on his/her AF Form 971 or on attachments to it to signify that he/she has read and understood such entry. Such initialing does not indicate that the employee agrees with the content of the entry. An employee will be given a copy of each document attached to the 971 prior to it being placed in his/her AF Form 971.

c. Access to an employee's AF Form 971 and attachments to it will be limited to the employee, the employee's designee or designated Union representative, and to persons authorized official access under applicable regulations.

d. Letters of caution or warning filed with the AF Form 971 will be removed and disposed of in accordance with applicable regulations. The AF Form 971 will be reviewed by the supervisor on a regular basis to determine the appropriate retention of valid entries. Derogatory entries or time-limited actions will be made in pencil and deleted in two (2) years.

e. Derogatory material that might reflect unfavorably upon an employee's character or adversely affect one's government career will not be placed in his/her AF Form 971 without the employee's knowledge. The employee will be given a copy of each derogatory document prior to it being placed in the AF Form 971.

17-4. The immediate supervisor will ensure that the OPF, when in the supervisor's custody, and the AF Form 971 are protected from unauthorized access.

ARTICLE 18 DETAILS AND ASSIGNMENTS

18-1. Details are defined in, and will be accomplished and documented in accordance with appropriate regulations. Details are a temporary assignment of an employee to a different position without a change in pay. The employee receives credit for experience and training while he/she is assigned away from his/her official position, but receives the salary attached to his/her official position. When properly used, details contribute to efficiency, economy, and the integrity of organization and manpower assignment. _

18-2. Details will not exceed a period of 60 consecutive days. In unusual situations where it may be necessary to detail an employee to a position or to duties in which he/she has had little or no previous experience, the employee will be given appropriate orientation and instruction in the duties and responsibilities to be performed.

18-3. Repeated details of an employee for periods of 60 days or less, interrupted by short-term return to the permanent position, are not authorized.

18-4. The detailing supervisor:

- a. Notifies the employee, in writing, of the detail.
- b. Provides the HRO a copy of the written notification for filing in the employee's OPF.
- c. Gets T&A records from the using supervisor.
- d. Assists the using supervisor in taking any required action (disciplinary or meritorious) during the period of the detail.
- e. Makes sure the detail is promptly terminated or extended.
- f. Records the detail on the AF Form 971, and ensures the employee updates the experience in the OPF.

18-5. It is agreed that qualifications and abilities must be primary considerations in selecting employees for details. However, in the case of similar qualifications and abilities seniority will be considered from among the qualified employees available. To ensure fair and impartial treatment of all employees, such benefits as enhanced qualifications or improved promotional possibilities must be considered as well as any disadvantages of the detail.

18-6. Management will recognize the personal dignity of the employee and the type and level of their regular duties and responsibilities compared to those they will be performing on a detail.

18-7. Selection of an employee will be fair and equitable in relation to all employees available for detail. Such matters as assignments that enhance qualifications, offer promotion possibilities, or entail other benefits will be fully considered.

18-8. The Parties recognize that the cleanliness of work areas is a matter of concern for all supervisors and employees, and they agree to cooperate in establishing and maintaining practices of cleanliness and good housekeeping. The Employer agrees that work assignments should be as closely related to the regular duties of the employee's position and to the employee's abilities and qualifications as operating needs will allow. The Employer also agrees that employees should not be assigned janitorial work as a continuing incidental duty. The Parties agree that if a dispute arises concerning the assignment of duties, the Employer will give reasonable consideration to the views and recommendations of the Union on the matter.

ARTICLE 19 JOB OPPORTUNITIES

19-1. The purpose and intent of the provisions contained in this article are to ensure a consistent manner with equity to all employees and without regard to political, religious, or labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, non-disqualifying physical handicap, or age, and shall be based solely on job-related criteria. It is agreed that the Employer will use the skills and abilities of bargaining unit employees to the maximum extent possible consistent with mission requirements and applicable laws and regulations. . . . --

19-2. Regular and flexible NAF positions will be announced and posted for at least 7 workdays. The vacancy announcement will contain a summary of duties and the minimum qualifications required for the job description. A copy of all vacancy announcements will be posted in the Employer's vacancy announcement folder via the email system.

19-3. Employees are responsible for being aware of announced vacancies during periods of absence. Vacancies are posted in the Employer's vacancy announcement folder. In addition, employees can have a co-worker, family member, or other person advise him of advertised vacancies. The employee can prepare an AF Form 2550 in advance for someone to file with the HRO for the employee.

19-4. It is agreed that vacant positions will be filled from among qualified applicants. The Union recognizes that the Employer has the right to use other employment methods to fill a position.

19-5. Promotions of unit employees will be made in accordance with governing regulations and the law.

19-6. Upon employee's request, the selecting official will advise an employee why the employee was not selected for promotion.

ARTICLE 20 BUSINESS BASED ACTIONS

20-1. At the earliest possible date, and prior to notification to affected bargaining unit employee(s) the Employer will notify the Union of a proposed Business Based Action (BBA). The Union will be given the opportunity to review and comment on the BBA before advance notification letters are issued to employees. Such notification will be in writing and include:

- a. The reason for the BBA
- b. The numbers, types, and grades of employees involved
- c. The anticipated effective date of the action

20-2. In the event of a BBA, and to minimize impact on bargaining unit employees, management will attempt to place employees in a continuing position that management elects to fill.

20-3. When possible, the Employer will provide a written notice to each regular bargaining unit employee affected by separation action thirty (30) calendar days prior to the effective date and fourteen (14) calendar days prior to the effective date for non-separation actions. Flexible employees will receive-twenty-one (21) calendar days' notice prior to the effective date for separation and five (5) days' notice prior to the effective date for non-separation actions. Provisions in AFMAN 34-310 will govern employees in Career program positions. The notice will be in writing and will state:

- a. Action being taken.
- b. The effective date of the action.
- c. The employee's service computation date.
- d. Rights of appeal/grievance.
- e. Time limits of such appeals/grievances.

20-4. Subject to the provisions of the Privacy AC4 a bargaining unit employee or their designated representative who receives a BBA notice has the right to inspect BBA records maintained in accordance with AFMAN 34-310.

20-5. In accordance with Employer regulations, the ranking process takes into account employee categories as well as performance and seniority.

20-6. BBAs may be grieved JAW Article 12-3(g) of this agreement.

ARTICLE 21 TRAINING

21 1. The Employer and the Union agree that improvement of the work force through the systematic training and development of employees is essential to the accomplishment of mission objectives. They further agree to cooperate in the promotion of an effective program of employee training and development to meet the needs of the Air Force.

21 2. The Employer agrees to adhere to the following principles and practices in the implementation of the training program:

a. Employee skills, abilities, and knowledge needed to perform official duties, as well as organizational needs and objectives will be considered in determining training and development needs.

b. Employee skills, abilities, and knowledge acquired in the base training program will be utilized by the Employer to the maximum extent practicable.

c. The Employer will determine specific job related training requirements and advise employees accordingly of these requirements through use of a training plan which will be updated annually. The Employer will also inform employees of training policies and procedures to include requests for training initiated by employees.

d. The Employer will maintain up-to-date information about training courses, programs, and seminars conducted or sponsored by the Employer. This information shall be accessible to employees and publicized in such a way as to provide adequate notice to interested employees.

e. The Employer will notify the employee of approval or disapproval of training requests. Should an employee's request for training be disapproved solely for lack of funds, the employee may resubmit a request for training, as funds become available. That request will be given first consideration but may be disapproved due to higher training priorities, or lack of funding.

f. The Employer will identify hard to fill positions and inform employees. Furthermore, the Employer will advise employees on the requirements of those positions.

g. When advance knowledge of the impact of pending changes in function, technology, equipment, organization and mission is available, it shall be the responsibility of the Employer to advise affected employees and the Union of the changes.

h. The Employer will provide employee on-the-job cross-training as needed to meet operational requirements.

i. Employee training and development activities that are completed will be recorded on AF Form 971, in Official Personnel Folders, and elsewhere in accordance with applicable regulations. A copy of training records will be provided to employees upon request.

j. Training scheduled by the Employer and required for the performance of official duties will be accomplished on duty time and at Government expense in accordance with applicable regulations. The Union and the Employer encourage self-development activities.

21-3. The Employer and the Union agree to encourage employees in the unit to do the following:

a. Participate cooperatively in training and development activities designed to help them perform more effectively in current and future assignments.

b. Keep informed of changes occurring in their fields, crafts, trades, professions, or occupations.

c. Undertake self-development activities that will better qualify them for their work or profession.

d. Report to their supervisor or the NAF HRO, as appropriate, any training or development activities they complete on their own so the information will be available for consideration on the employee's behalf.

e. Utilize, as appropriate, and share with fellow employees to the maximum extent practicable the new skills and information they acquire in the base training program.

ARTICLE 22
POSITION GUIDES AND CLASSIFICATIONS

22-1. It is agreed that the Employer is responsible for determining the duty assignments of each position and for the accuracy and adequacy of each Position Guide (PG). A PG is prepared for all NAF pay band positions. AF Form 1702 is a multipurpose form used for PGs. The form records the primary duties and responsibilities, qualifications, performance standards, and training requirements of NAF pay band positions. A PG describes the regular and recurring duties to be performed in a position. It is not intended to cover every minor duty, whether temporary or permanent in nature. Other incidental tasks or duties may be required of an employee in order to operate the organization successfully. However, significant changes to a position will be incorporated into the PG to assure the position is correctly classified. When assigning minor or occasionally performed duties, management agrees not to assign duties that are unsafe or illegal.

22-2. Employees may review their PG and discuss it with their supervisor or other appropriate management official.

22-3. It is agreed that an employee who believes his/her PG does not properly describe the duties and responsibilities of his/her position should first discuss the matter with his/her supervisor. The employee may request Union representation, if desired. If the concerns are not resolved, the employee may meet with the next level supervisor to seek resolution. If not resolved, the employee may file a grievance. The basis of the grievance is the specific duties and responsibilities contained in the PG.

22-4. The classification of an employee's position to a particular pay system, grade or pay band, series or title may be appealed in accordance with AFMAN 34-310.

22-5. Upon request, management will provide the Union a copy of a specific position guide.

22-6. Article 18 contains information about employee's PG regarding a detail.

ARTICLE 23
DOD NAF AREA WAGE SURVEY

23-1. Wage surveys shall be governed by United States Office of Personnel Management Operating Manual Federal Wage System Nonappropriated Fund, 1995, Subchapter 5S5.

23-2. The Union will be given the opportunity to participate locality wage surveys affecting employees in the bargaining unit according to applicable regulations and as authorized by the lead agency designated by the DoD Civilian Personnel Management Service Wage Setting Division.

ARTICLE24 EMPLOYEE CONDUCT AND INDEBTEDNESS

24-1. It is agreed that employees are expected to comply with prescribed standards of conduct on the job and to avoid conduct off the job that will bring discredit on the Air Force or interfere with the effective performance of their official duties. Supervisors are expected to keep employees informed of the applicable standards of conduct and to call their employees' attention to the examples of misconduct covered by the Guide to Disciplinary Action attached-to AFMAN 34-310.

24-2. The parties agree to encourage employees to avoid excessive indebtedness and to pay their debts regularly. They further agree that an employee's failure without good reason to honor his/her just debts or to make and adhere to satisfactory arrangements with his/her creditors to settle a just debt may be proper cause for disciplinary action. A just debt is one that is acknowledged by the employee as valid or one that has been reduced to a court judgment. It is also agreed that if a debt complaint is brought to an employee's attention, he/she will be allowed a reasonable time by his/her supervisor to secure information and advice as to the validity of the debt.

24-3. The parties agree that the Employer can neither serve as a collection agency for employee's debts nor determine the validity of those debts. The Employer agrees to require adherence to the procedures prescribed in applicable regulations for handling debt complaints.

ARTICLE 25
DISCIPLINARY AND ADVERSE ACTIONS

25-1. The Employer and the Union agree that one of the most important means of avoiding the necessity for disciplinary actions is by encouraging supervisors and employees to recognize and fulfill their respective responsibilities. The parties agree it is the right and responsibility of the Employer to take disciplinary actions against an employee for just cause. The Employer agrees that disciplinary actions must be consistent with applicable laws, rules and regulations, that they must be fair and reasonable, and the penalty selected must not be clearly excessive in relation to the offense and prior practice, and must not otherwise be unreasonable.

25-2. A disciplinary action is an action taken by management to correct an employee's delinquency or misconduct.

a. Disciplinary actions include:

- (1) An oral admonishment
- (2) A letter of reprimand
- (3) A termination (flexible employees only)
- (4) A suspension (regular employees only)
- (5) A removal (regular employees only)
- (6) In some cases, a demotion (reduction in grade or pay band)
(regular employees only)

b. Disciplinary actions do not include:

- (1) Application of a revised prevailing rate schedule when there is no change to the position.
- (2) ABBA
- (3) A reduction in the number of guaranteed hours that does not result in a change in the employee's employment category.
- (4) An action taken against an employee serving a probationary period.
- (5) A change in duty shifts that results in the loss of differentials or premium pay.
- (6) An action taken as the result of the termination of a temporary

promotion.

(7) A resignation change to lower grade or pay band, or reduction in pay or hours when voluntarily initiated by the employee.

25-3. Before taking disciplinary action against an employee, management official(s) will gather all available facts. The fact-finding may include interviews or written statements from the potentially affected employee and witnesses to the alleged incident. An employee who reasonably believes discipline may result may have a representative present during such meetings.

25-4. Interviews, inquiries, and counseling for disciplinary matters will be conducted in such a manner as to minimize any personal embarrassment to the affected employee. The Employer will make witnesses available to the designated Union representative and official time will be approved for the Union to interview witnesses.

25-5. Management should issue timely disciplinary actions. Where an employee is subject to discipline, it is agreed that usually within 45 calendar days, and no later than 60 calendar days, of the offense, the Employer's awareness of the offense, or the completion of an investigation of the matter by other than the supervisor, whichever occurs later, the Employer will impose or serve upon the employee one of the following:

- a. In the case of oral admonishment, the decision on the action itself; or
- b. In the case of a written reprimand, suspension, or removal, a notice of proposed action (oral proposal for reprimand and written proposal for suspension or removal).

25-6. Upon request, affected employee will be provided a copy of all material relied upon to support the proposed action.

25-7. An employee may respond orally or in writing to a proposed disciplinary action. The employee will normally be given a minimum of seven (7) calendar days to give his answer to the proposed action. The normal advance notice period will be fifteen (15) calendar days. In accordance with AFMAN 34-310, this does not apply, however, to the crime provision or if retention of the employee during a notice period will result in damage to or loss of property or funds; be detrimental to the interests of the government; or impose an undue risk to the safety or welfare of the employee, other employees, or the general public. In those instances, the notice period can be 24 hours.

25-8. Upon written request, management will grant the Union representative official time to assist the employee in the preparation of his response and will normally grant this request as promptly as the workload will allow. If requested in writing, an employee may be granted an extension. The request should include the amount of additional time and the reason(s) for the extension. Notices of final decision will advise employees of their right to grieve or appeal the action as appropriate. The decision is based on the charge(s) in the

Notice of Proposed Disciplinary action and must take into account the employee's answer, if any, to the proposed action.

25-9. · It is agreed that notices of proposed disciplinary actions are not grievable. The action may be grieved upon issuance of the decision.

25-10. The notice of proposed action or notice of decision will be delivered to the employee in person at the work site, if the employee is in a duty status. If the employee is not in a duty status, the notice will be forwarded to the employee by first class, certified; or registered mail.

25-11. An employee who has received a notice of proposed disciplinary action may obtain advice and assistance from the Union in preparation of his reply.

25-12. Upon request, but not more than semi-annually, the Union will be given a list of bargaining unit employees by name, position title and office symbol.

ARTICLE 26 HEALTH AND SAFETY

26-1. The Employer agrees in accordance with applicable laws and regulations, to provide and maintain safe and healthful working conditions for all employees in the bargaining unit, and the Union agrees to cooperate, as appropriate, in this effort. It shall be the responsibility of the Employer to establish and maintain an effective and comprehensive Occupational Safety and Health Program, in accordance with Public Law 91-596, the Occupational Safety and Health Act of 1970 (referred to as the Act); Executive Order 12196, and 29 Code of Federal Regulations (CPR) Part 1960. -

26-2. It is agreed that employees share in the responsibility for maintaining a safe and healthy work environment. In the interest of their own safety as well as that of others, they should be alert to unsafe and unhealthy practices, conditions and equipment and must adhere to prescribed safety rules, procedures, and practices, and will be encouraged to do so by both the Union and Employer.

26-3. It is agreed that when an employee believes his/her work involves unsafe or unhealthy conditions beyond the duties normally required, he/she should report the matter to his/her supervisor and explain the nature of the risk he/she believes is involved. Management will take needed measures to minimize avoidable hazards and will promptly inform the employee of its decision. External support and assistance is available, as needed from the Randolph AFB offices, such as, base safety, civil engineering, medical staff, biological environment, etc. It is recognized that, while no supervisor should direct the performance of a task under unsafe conditions, (except in emergencies or as a normal requirement of the job), the Employer retains the right to direct employees and to determine the methods, means, and personnel by which such operations are to be conducted.

26-4. The Employer will ensure that bargaining unit employees have been properly oriented on the use of new equipment or machinery and will insure that this equipment or machinery has been properly inspected for safety before initial use. Thereafter, employees are responsible for ensuring day-to-day safety requirements are met. Equipment or machinery will be maintained and repaired in accordance with appropriate safety procedures.

26-5. The article for workers' compensation contains provisions for injuries on the job.

26-6. The Employer will advise the Union at least seven (7) days prior to a scheduled health and safety inspection and allow the Union to accompany the official on the inspection or investigation. This does not apply to periodic safety evaluations performed by designated AFSVA safety representatives. Reports of the inspections will be made available for review by the Union. The Union will be given the opportunity to provide input to management for consideration regarding the results.

26-7. The Employer agrees to allow one bargaining unit Union representative official time for preparing and attending all safety meetings/committee meetings conducted by AFSVA or Randolph AFB.

26-8. The Employer shall provide appropriate safety and health training for the representatives on safety committees that will enable the representatives to effectively perform Committee tasks. Official time for the Union representative for this training will not be counted towards time allocated for training.

ARTICLE 27
WORKERS' COMPENSATION

27-1. Employees will promptly notify the supervisor of any job-related injury. Employee injury compensation forms will be promptly processed locally by the Employer in accordance with the Longshore and Harbor Worker's Compensation Act (LHWCA) and related statutes. The Employer, Union and bargaining unit employees will comply with all applicable laws, rules and regulations governing job related injuries, disease, or death - specifically, the Longshoreman Harbor Workers' Compensation Act, U.S. Department of Labor regulations, AFI 34-308 and AFMAN 34-31 The Employer will conduct appropriate follow up actions on workers' compensation claims for bargaining unit employees.

ARTICLE 28
CIVIC AND COMMUNITY ACTIVITIES

28-1 The Employer and the Union mutually agree that employees will be encouraged to participate in approved charity drives. However, in no instance shall either party exercise pressure on an employee to contribute to a charity to which the employee does not wish to contribute. No reprisal action will be taken or made against an employee who refrains from contributing. The principle of true voluntary giving to approved fund raising campaigns will be upheld.

28-2. The Employer and the Union agree that employees in the unit should be provided the opportunity to participate in such civic projects as the Combined Federal Campaign, the United States Savings Bond Program, the American Red Cross Blood Donor Program, and youth educational and recreational activities. The Parties agree that such participation is an employee's personal responsibility as a citizen of the community.

28-3. The Union agrees to cooperate with the Employer in voluntary charity drives and to lend its support to these worthy causes.

ARTICLE 29
EMPLOYEE SERVICES

29-1. The Employer agrees to negotiate with the Union on the adequacy and assignment of parking facilities. The agreement between the parties will be published as an AFSVA HOI.

29-2. The Employer agrees to provide information to bargaining unit employees of other base services available at Randolph AFB by such means as new employee orientation, bulletin board posting, the Randolph Bulletin and Wingspread newspaper, employee newsletter, and personal counseling.

29-3. The Union and the Employer agree that bargaining unit employees may participate in the Employee Assistance Program offered by Randolph AFB.

ARTICLE 30

TRAVEL

30-1. Travel and transportation for FLSA non-exempt bargaining unit employees shall be governed by AFMAN 34-310, paragraph 18.21 and the Joint Travel Regulation (JTR), Vol II.

30-2. Travel orders will be issued when an employee is required to perform temporary duty travel beyond the local commuting area. A reasonable effort will be made to issue travel orders far enough in advance for the employee to make transportation and lodging arrangements.

30-3. Travel by aircraft may be required of bargaining unit employees. Except when travel is precluded for medical reasons, bargaining unit employees may be required to perform TDY travel by regularly scheduled commercial aircraft or military aircraft.

30-4. Actual Expense Allowance entitlement will be governed by the JTR, paragraph C4602.

30-5. Continuation of Approved Travel Expenses will be governed by the JTR, paragraph C3150-B, item 10.

30-6. Travel advances will be governed by DoD FMR 7000.14R, Volume 9, Chapter 3, paragraph 0303 and 0304. Use of the government travel card is mandatory, with few exceptions. The following conditions would entitle a bargaining unit employee to a travel advance (up to 80 percent of estimated per diem entitlements): an employee who is considered an infrequent traveler (travels less than two times per year) is required to travel or a new employee is required to travel and there is insufficient time to obtain a government travel card.

30-7. Use of POVs. Bargaining unit employees shall not be required to use privately owned vehicles (POVs) for government business related to official TDY, nor shall they suffer any loss of pay, reprisal, or adverse action on account of refusal to use a POV related to such a TDY. Mileage authorization rates related to approved POV use are listed in the JTR, paragraph C2500.

30-8. Document and property loss/theft. Bargaining unit employees are accountable for and expected to exercise reasonable care of government documents or property in their possession and/or custody during official travel. For additional guidance, see AFI 34-202, Chapter 6.

30-9. Return to Duty Station. In accordance with the JTR, paragraphs T4030, sections I and J, the approving official may permit round trip transportation and per diem in route for a traveler, who routinely travels on business or training TDYs for a period of more than 3 weeks, to return periodically to the permanent duty station or home for non-workdays. If the approving official doesn't authorize travel home periodically on

weekends or non-work days, it may still be performed for personal convenience. If so, entitlement to reimbursement for the round-trip transportation and in route per diem is authorized but limited to the amount of per diem the government would have paid had the traveler remained at the TDY location.

ARTICLE 31

EMPLOYEE COMPENSATION

31-1. The Employer agrees to continue the Employee Compensation programs that are in effect as of the effective date of this agreement.

31-2. The Employer agrees to request additional funds through established budgetary policies to provide bargaining unit employees in pay bands NF-III thru NF-V with annual pay adjustments equal to incremental increases in locality pay paid to appropriated fund personnel in the San Antonio, TX locale. This provision does not impact annual cost of living increases in any manner.

a. The pay adjustment discussed above applies only to the annual incremental increase in locality pay, not the total amount of the locality pay entitlement.

b. Management will request funding for this proposal in the FY06 AFSVA NAF budget proposal with the intent that employees would receive this pay equivalent in Jan 06 or at such time the next APF locality pay increase is approved.

c. Payment of FY06 pay adjustments addressed above will not occur unless this negotiated labor management agreement is approved and implemented.

ARTICLE 32

NAF RETIREMENT PROGRAM

32-1. All retirement Plan assets are held in a trust, annuity, and/or custodial account for the exclusive benefit of the plan's participants and their beneficiaries, and may not be diverted to any other use.

32-2. Automatic Enrollment. The Union requires all, eligible NAF employees to be automatically enrolled in the NAF retirement plan upon completion of 12 months of regular NAF service, unless they sign a waiver declining participation. Credit for first 12 months of employment shall be provided if enrolled prior to the completion of 12 months. At the time of hire, employees will be provided with information about the retirement plan, and enrollment forms. They may complete these forms at the time of hire, or at any time thereafter, prior to the first 12 months and the Human Resources Office (HRO) will process them upon completion of 12 months of regular NAF service. The HRO will include information annually about the NAF retirement plan in their NAF newsletter. The Human Resources Office will notify all employees (including those who chose to waive the retirement at the time of hire), at the 11 month, that they may still enroll in the NAF Retirement Program to include sending the employee program information and enrollment forms. The employee may turn the completed forms in to the servicing Human Resources Office or to the HQ Services Agency Human Resources Program Management Branch. The employee may schedule an appointment with the Randolph HRO staff or request a meeting with an AFSVA Retirement Branch staff member to get an overview of the program. An AFSVA Retirement Branch staff member will offer recurring training (approximately twice a year). Management will provide information about the retirement plan quarterly in the Agency Insider and include a link to the USAF NAF Retirement Plan website and a link to the USAF NAF Retirement Calculator. The Union will be given an opportunity to speak at recurring NAF retirement training classes.

32-3. The Union may provide inputs to the Plan administrator and/or trustee concerning retirement plan provisions and offerings for management's use in evaluating the effectiveness of the overall retirement plan. If items are deemed viable and financially feasible, recommendations will be made to the Director of Air Force Services for consideration for adoption of changes to the plan. Management will respond back to the Union on all inputs provided.

32-4. Management agrees to conduct and pay for periodic studies evaluating the effectiveness of the USAF NAP Retirement USAF NAF 401(k) plans and the impact of changes in Social Security on the overall effectiveness of those programs. Management will share results and recommendations of the studies with the Union as they become available. The Union may provide input to the plan administrator and/or plan trustee concerning subjects to be studied, methodology and, if study method is done by contract, the Union input will be considered when structuring the Request for Proposal (RFP)/Request for Information (RFI).

ARTICLE 33
401(k)

33-1. It is the intent of the Employer to continue the 401(k) program retaining the Employer's rights related thereto.

33-2. The Union requires that eligible employees will automatically be enrolled in the NAF 401(k) plan after thirty (30) days of employment, at a minimum of three percent participation rate, unless the employee signs a waiver declining participation or elects another participation rate. Default investment allocation shall be to a Lifestyle fund. The employee may elect to change investment allocation electronically or by submitting a change form to the Randolph Human Resources Office (HRO). HRO will include information annually about the NAF 401(k) in their NAF newsletter, and employees may elect to enroll at any time. The employee may schedule an appointment with the Randolph HRO staff, or request a meeting with an AFSVA Retirement Branch staff member to get an overview of the program. The employee may turn the completed forms in to the servicing HRO or to the AFSVA Human Resources Program Management Branch. An AFSVA Retirement Branch staff member will offer recurring training (approximately twice a year) and they will provide information about the 401(k) plan quarterly in the Agency Insider. The Union will be given the opportunity to speak at recurring NAF 401(k) training classes.

33-3. The Union may provide inputs to the Plan administrator and/or trustee concerning 401(k) plan provisions and offerings for management's use in evaluating the effectiveness of the overall 401(k) plan. If items are deemed viable and financially feasible, recommendations will be made to the Director of Air Force Services for consideration for adoption of changes to the plan. Management will respond back to the Union on all inputs provided.

33-4. The Employer agrees to provide, not later than 1 January 2010, additional investment flexibility to NAF 401(k) Plan Participants by offering all available funds offered by the Plan Provider with a Morningstar rating of at least 4. The Employer will provide performance review of funds and make necessary adjustments as necessary.

ARTICLE 34 INSURANCE

34-1. The Employer agrees to continue the current health and life insurance plans that are in effect as of the effective date of this agreement. Management agrees to notify the Union of any changes affecting employee working conditions to facilitate impact and implementation discussions.

34-2. Agency and Union agree that NAF health benefits are considered duty to bargain due to the statutory requirements of the FY 05 National Defense Authorization Act which requires uniformity of NAF health benefits in DoD. FLRA decision supports the non-negotiability of the benefits and premiums.

34-3. The Employer agrees to notify the Union promptly of the death of any bargaining unit employee.

ARTICLE 35 PERFORMANCE EVALUATION

35-1. Communication between supervisors and employees concerning job performance is essential for maintaining and increasing employee motivation and productivity. Knowledge of performance standards provides the employee with a solid basis for orienting job behavior and setting goals.

35-2. The parties agree that Management will establish performance standards and communicate those standards to employees. Employee participation or input into the establishment of performance standards may be allowed.

35-3. Performance standards that assess an employee's performance must be job-related, documented, and measurable by the supervisor. There must be a relationship between the expected performance and job results.

35-4. Employee performance feedback will be provided at the mid-point of each annual appraisal cycle.

35-5. An employee may bring to his supervisor's attention positive points of performance appropriate for consideration during a rating period. The employee may also point out situations where his performance was influenced by factors beyond his control which affected the level of performance during the rating period.

...

35-6. The supervisor will discuss the performance evaluation with the employee and provide the opportunity to sign it prior to making it a part of the employee's record. A copy of the performance evaluation will be given to the employee.

35-7. An employee may grieve his performance evaluation.

35-8. The original copy of the official performance evaluation will be kept in the employee's Official Personnel Folder (OPF). If the employee grieves his performance evaluation, no documentation of the grievance will be kept in the OPF. Only the final performance evaluation will be filed in the employee's OPF.

35-9. An employee whose performance is unsatisfactory will be provided with written notice of how the performance has been unsatisfactory, to include specific examples of performance deficiencies. The employee will be given a minimum of 30 calendar days to bring performance up to an acceptable level. During this period, the Employer will provide assistance to help the employee improve his performance. At the conclusion of this period, a performance evaluation will be prepared documenting the employee's performance.

35-10. An employee must have performed in the official position for 90 days or more in order to be evaluated against the performance standards of the position. If a new employee has less than 90 days in the position at the time of annual performance evaluation (hired after 1 Jul), the appraisal period is extended until completion of the 90 day period. When the 90-day period ends, the supervisor prepares the annual performance evaluation. Appraising annual performance under other circumstances is in accordance with the following:

- a. If an employee within the Agency between 1 Oct and 30 Jun, the losing supervisor may prepare information concerning performance and forward it to the new supervisor. The new supervisor prepares the annual performance evaluation because the employee has been in the position at least 90 days at the time of annual performance evaluation.
- b. If an employee moves within the Agency between 1 Jul and 30 Sep, the losing supervisor prepares the annual performance evaluation.
- c. If the supervisor departs between 1 Oct and 30 Jun, the departing supervisor may prepare information concerning performance and forward it to the new supervisor. The new supervisor prepares the annual performance evaluation because he will have supervised the employee for at least 90 days at the time of annual performance evaluation.
- d. If the supervisor departs between 1 Jul and 30 Sep, the reviewing official prepares the annual performance evaluation. The departing supervisor may provide information concerning performance for the reviewing official.

ARTICLE 36 COMMITTEES

36-1 Periodic meetings may be scheduled between the HQ AF Services Agency Commander and/or Deputy and the Union President and/or Vice President to discuss topics of mutual concern. These meetings may be held semi-annually or as mutually agreed. It is intended in this forum to address issues of general concern to bargaining unit employees and their supervisors. Additionally, this would provide a forum to discuss possible new programs or policies to improve morale for consideration on a voluntary basis. Whenever possible, advance information on proposed topics of discussion will be provided by both Parties to enable proper preparation.

36-2. The provisions of the Article are intended to allow the Parties to discuss issue which affect the work environment and efficiency of operations and are not intended to be a forum for bargaining or to create the right of third party review.

ARTICLE 37 INCENTIVE AWARDS

37-1. The Employer and the Union agree that recognition should be granted to an employee who, by their own efforts and initiative contributes considerably more to the operation than normally would be expected. One of the purposes of the Incentive Awards Program is to single out, recognize and reward employees.

37-2. The Employer and the Union agree that the following are the types of incentive awards available to employees in the bargaining unit:

a. Performance Award: Given to employees to recognize outstanding performance of a continuing basis.

b. Special Act or Service Award: Given to an employee for a specific event that results in a unique contribution to the organization above and beyond the scope of assigned duties.

c. On the Spot Cash Award: Given to an employee for a specific event or situation that resulted in a unique contribution to the activity or organization, not exceeding \$250.

d. Length of Service Award: Given in recognition to employees who have 5, 10, 20, 30, 40, and 50 years of service.

e. Honorary Award: Given to an employee in accordance with applicable regulations, including AFMAN 34-310.

f. Suggestion Program: Employees are encouraged to suggest improvements that result in tangible and intangible benefits. Certificates and letters will be sent to the employee in recognition of an approved suggestion and a copy of the letter will be entered in the employee's Official Personnel Folder (OPF). The approved suggestion will also be recorded in the employee's AF Form 971 file.

g. Time-off Awards: Grant time-off from duty to an employee without loss of pay or charge to leave.

h. Agency Civilian Employee of the Quarter and Year Awards Program, H01 36-1

i. Agency Internal Civilian Employee Recognition Program, HOI36-16

37 3. Appropriate publicity should be provided for incentive award recipients exclusive of annual performance awards.

ARTICLE 38

CHILD DEVELOPMENT

38-1. NAF employees are encouraged to contact the Child Development Center at Randolph AFB to obtain information of their eligibility and priority for available child care services.

ARTICLE 39
NEPOTISM

39-1. The employment of relatives shall be governed by all applicable laws, rules, and regulations.

MEMORANDUM FOR HQ AFSVA PERSONNEL FROM: 902 FSS/FSMCE
SUBJECT: Changes to HQ AFSVA Negotiated Agreement dated 17 November 2004

[Name Deleted]
Labor Relations Officer