

ARTICLE 1 – PURPOSE

This agreement is between Charleston Air Force Base (CAFB), South Carolina, (“Employer”) and Local 1869 of the American Federation of Government Employees, AFL-CIO, (“Union”). This agreement:

- A. States the policies, procedures, and methods that govern working relationships between the employer and the union.
- B. States matters of mutual concern.
- C. Enhances efficient and economical operation.
- D. Strives to meet the following objectives:
 - 1. Insure employee participation in developing and implementing civilian personnel policies and procedures.
 - 2. Provide the highest degree of efficiency and responsibility in mission accomplishment.
 - 3. Promote employee-management cooperation.
 - 4. Facilitate resolution of disputes, grievances, and appeals.
 - 5. Present the agreement in clear and concise language.

ARTICLE 2 – RECOGNITION AND COVERAGE

SECTION 2.1 – RECOGNITION: The employer recognizes Local 1869 of the American Federation of Government Employees, AFL-CIO, as the exclusive bargaining agent for employees in the unit described in Section 2.2 below.

SECTION 2.2 – COVERAGE: The bargaining unit is composed of the following as certified by the Federal Labor Relations Authority (FLRA) effective 24 April 1997:

Included: All nonappropriated fund employees of the Charleston Air Force Base

Excluded: All professional employees; management officials; supervisors and employees described in 5 USC 7112(b)(2), (3), (4), (6) and (7).

SECTION 2.3 – NEW OPERATIONS: Subject to rules and decisions of the FLRA, the provisions of this agreement are binding on any newly established Air Force operations under command of the employer and whose personnel fall under the definition of the unit. This does not preclude either party from filing a clarification of unit petition.

ARTICLE 3 – EMPLOYER RIGHTS AND OBLIGATIONS

SECTION 3.1 – EMPLOYER RIGHTS: Nothing in this agreement affects the authority of any management official:

- A. To determine the mission, budget, organization, number of employees, and internal security practices or the agency; and
- B. In accordance with applicable laws:

1. to hire, assign, direct, layoff, and retain employees in the agency, or the suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
2. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
3. with respect to filling positions, to make selections for appointments from:
 - a. among properly ranked and certified candidates for promotion; or
 - b. any other appropriate source; and
4. to take whatever actions may be necessary to carry out the agency mission during emergencies.

SECTION 3.2 – EMERGENCIES AND EXERCISES: The Employer is not restricted from taking any actions necessary in emergency situations to carry out its missions. An emergency may be confined to a work area or be broader in scope. Declaration of emergency by the Employer may be based on defense requirements, acts of God, or equipment breakdowns. Whenever an emergency is declared that results in part of this agreement not being carried out, the Union will be notified. If such notification cannot be made in advance, the Employer will notify the Union after the fact. A simulated emergency may be declared as required by military exercised and contingency operations authorized by higher authority. A simulated emergency may be implemented as if a real emergency as an excuse for evading contract provisions. Therefore, management will consider alternatives prior to taking actions which would result in a portion of the agreement not being carried out.

SECTION 3.3 – COMMUNICATION: The employer has the right to communicate directly with its employees on matters which are appropriate management functions

ARTICLE 4 – EMPLOYEE RIGHTS AND OBLIGATIONS

SECTION 4.1 – RIGHTS: Each employee has the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee is protected in the exercise of such right. Except as otherwise provided in the Statute or this agreement, such right includes the right:

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

SECTION 4.2 – EXCLUDED EMPLOYEE MEMBERSHIP: Employees excluded under Article 2, Section 2.2 may join the Union, but to prevent a conflict of interest, may not participate in management of the Union, act as a representative of the Union, or be represented by the Union. Excluded employees are not allowed automatic withholding as described in Article 9.

SECTION 4.3 – UNION MEMBERSHIP: Nothing in this agreement requires a unit employee to become or remain a member of the Union or to pay money to the Union except by voluntary, written authorization for payment of union dues through payroll deduction as provided in Article 9. All eligible employees will be accepted as union members without discrimination because of race, color, creed, national origin, sex, age, political affiliation, marital status, or handicapped condition.

SECTION 4.4 – EMPLOYEE REPRESENTATION: Each employee has the right, regardless of union membership, to bring matters of personal concern to the attention of appropriate management officials in accordance with applicable laws, rules, regulations and established policies:

- A. The rights of the Union under the statute will not be construed to preclude an employee from:
 - 1. being represented by an attorney or other representative, other than the Union, of the employee's own choosing in any grievance or appeal action, or
 - 2. exercising grievance or appellate rights established by law, rule, or regulation; except in the case of grievance or appeal procedures negotiated under the Statute.
- B. The Union will be given the opportunity to be represented at:
 - 1. any formal discussion between one or more representatives of the employer and one or more employees in the unit or their representative(s) concerning any grievance, personnel policy or practice, or other general conditions of employment, or
 - 2. any examination of an employee in the unit by a representative of the agency in connection with an investigation if the employee reasonably believes the examination may result in disciplinary action against the employee; and the employee requests representation.

NOTE – In the case of B(1) above, it is management's responsibility to notify the union and in B(2) above, it is the employee's responsibility to notify the Union.

SECTION 4.5 – RETENTION OF COVERAGE: Employees covered by this agreement who are on detail to positions within the bargaining unit, leave, or temporary duty do not forfeit any benefits of this agreement that remain under the control of the employer. Those employees will be expected to conform to the rules and regulations at their assigned duty station (e.g. hours of work, tour of duty, ect).

SECTION 4.6 – ADVICE AND ASSISTANCE: Employees have the right to seek advise and assistance from the Union. Employees have the right to contact and meet with a union representative during work hours on matters affecting personnel policies, practices and working conditions. Absence for such activities is subject to supervisory approval based on mission requirements.

SECTION 4.7 – OTHER RIGHTS: Nothing in this article is intended to imply that all rights of unit employees are contained in this agreement.

ARTICLE 5 – UNION RIGHTS AND OBLIGATIONS

SECTION 5.1 – UNION REPRESENTATION RIGHTS:

- A. The union has the right to be represented at:
 - 1. formal discussions of personnel policies, practices, or working conditions, and
 - 2. formal discussions of new programs or surveys affecting personnel policies, practices or working conditions between the employer and employee(s), or
 - 3. a grievance meeting with a bargaining unit employee which is considered a formal discussion. The union will be notified of such meetings regardless of the employee’s selection of a representative.
- B. The right of the union to be present does not apply to informal discussion of personal problems between an employee and employer.

SECTION 5.2 – REPRESENTATION OBLIGATIONS: The Union has the right and obligation to represent in good faith all employees within the unit without discrimination and without regard to membership in the Union subject to the express limitations set forth in this agreement.

- A. As the exclusive representative, the union is entitled to act for and to negotiate agreements covering all employees in the unit.
- B. If requested, the union will represent any bargaining unit employees through the first three steps of the grievance procedure. The union has the right to invoke arbitration (step 4 of the negotiated grievance procedure).
- C. The union may represent any bargaining unit employee, but is not obligated to represent non members in statutory appeals such as Equal Employment Opportunity Commission (EEOC), Office of Worker’s Compensation (OWC), Office of Personnel Management (OPM), or Classification Appeals.
- D. The union has the right, but is not obligated to represent non members in the proposal stage of disciplinary procedures.

SECTION 5.3 – EXCLUSIVE RECOGNITION CHALLENGE: The employer will notify the union in advance, in writing if possible, of any scheduled meetings between the employer and officials of any other labor organization or special interest group to discuss exclusive recognition.

SECTION 5.4 – GRIEVANCE PREPARATION: The union has the right to represent an employee in the unit in preparing and/or presenting a grievance or appeal if the employee requests and is entitled to such representation.

SECTION 5.5 – PROPOSED CHANGES: The employer will inform the union of any proposed change to personnel policies, practices, or conditions of employment affecting part of the unit or the unit as a whole. The union has the right to present its views to the employer either orally or in writing with respect to the implementation of proposals for change of personnel policies, practices, and conditions of employment. This presentation is considered part of the consultation and negotiation process as appropriated under Article 6.

SECTION 5.6 – UNION OBSERVERS:

- A. When acting as the employee representative the Union may also have an observer present during any formal discussion of a grievance, including Step 1. Official time for such an observer will be determined by the Employer based on mission requirements.
- B. The Union will be given the opportunity, subject to security and confidentiality of information, to be represented by an observer at the formal stage or hearing in connection with an Equal Employment Opportunity (EEO) complaint to appeal. If the employee who presented the complaint objects to the attendance of the observer on the grounds of privacy, the official considering the case will determine the validity of the objection and make the decision on the question of attendance. However, the Union has the right to be present during the settlement process per the Statute even if disallowed at the hearing. If the employee is represented by the Union, The representative and the Union observer may not both be on official time at the same time.

SECTION 5.7 – INTERVIEWING EMPLOYEES: Either party has the right to interview or consult with employees in investigating and gathering evidence for grievances, appeals, third party proceedings, complaint, disciplinary and adverse action, and similar processed, subject to employee representation rights in Section 4.2B(2).

ARTICLE 6 – MATTERS SUBJECT TO NEGOTIATION AND CONSULTATION

SECTION 6.1 – ADMINISTRATION: In all matters covered by this agreement, the employer, the union, and all bargaining unit employees are governed by existing or future laws and government wide regulations. If this agreement or any portion of it later is

found to be inconsistent with applicable laws, executive orders, or government wide regulations, such portion(s) to bring it into conformance with change(s); however, all other portions not affected will remain in force.

SECTION 6.2 – APPROPRIATE MATTERS:

- A. Matters appropriate for consultation and negotiation are personnel policies, practices and matters affecting conditions of employment of unit employees which are within the control of the employer. These matters include, but are not limited to, safety, training, labor-management relations, employee services, methods of adjusting grievances, leave, promotion and demotion procedures, and hours of work. Also included (as directed by Executive Order 1287) are the numbers, types, grades of employees or positions assigned to the organizational subdivisions, work projects, tours of duty and technology, methods and means of performing work. These matters relate to policy determination, not day-to-day operations of individual dissatisfactions.
- B. Impact and Implementation Bargaining: Nothing in this article precludes the employer and the union from negotiating:
 - 1. procedures which management officials of the employer will observe in exercising any authority under Article 3.1.
 - 2. appropriate arrangements for employees adversely affected by the exercise of any authority under Article 3.1 by such management officials.
- C. This section does not apply when:
 - 1. The changes require or involve amendment to this agreement under Article 4.3.
 - 2. This agreement elsewhere provides specific procedures or criteria for effecting the change.

SECTION 6.3 – NEGOTIATION: In this agreement the term “negotiation” is defined as any dialogue either oral or written between the employer and the union on specific issue or issues. The objective is reaching mutual agreement regarding the proposed implementation of personnel policies, practices, and matters affecting conditions of employment to the extent that such matters are negotiable.

SECTION 6.4 – CONSULTATION: In this agreement, the term “consultation” is defined as any dialogue either oral or written between the employer and the union on a specific issue or issues. Unlike negotiation, consultation does not require a mutual agreement between the Employer and the Union. The purpose of consultation is to provide the union an opportunity to express its views and offer recommendations. Consultation results in management decision.

SECTION 6.5 – INFORMATION SHARING: In the spirit of mutual cooperation, this agreement encourages the exchange of ideas between the employer and the union on matters of interest to unit employees.

SECTION 6.6 – OBLIGATION TO MEET: The obligation to meet and confer and/or negotiate in good faith includes the obligations:

- A. to approach the negotiations with a sincere resolve to reach a collective bargaining agreement;
- B. to be represented at negotiations by duly authorized representatives prepared to discuss and negotiate on any condition of employment;
- C. to meet at reasonable times and convenient places as frequently as may be necessary and to avoid unnecessary delays;
- D. to furnish to the exclusive representative upon request and to the extent not prohibited by law, data:
 - 1. that is normally maintained by the agency in the regular course of business;
 - 2. which is reasonable available and necessary for full and proper discussion and understanding an negotiation of subjects within the scope of collective bargaining; and
 - 3. that does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining; and
- E. If agreement is reached, to execute on the request of any party to the negotiation a written document embodying the agreed terms, and to take such steps as are necessary to implement such agreement.

SECTION 6.7 – MEETINGS: Negotiation and consultation accomplished under this agreement will be conducted by the appropriate representatives of the employer and the union. Where a specific individual is named in the agreement or otherwise designated by either party, that person has the authority to represent the employer or the union respectively. Furnishing information to that official is official notification to the union and management.

SECTION 6.8 – PAST PRACTICES: Any prior practices and understandings in effect on the implementation date of this agreement and not specifically covered by the agreement will remain in effect unless changed in accordance with this article.

SECTION 6.9 – PROPOSALS ON CHANGES TO WORKING CONDITIONS: When the Employer proposes a change in a matter covered by this article, the Employer will inform the Union (in writing if requested) of the purpose and rationale of the proposed change and will provide the Union the opportunity to present its views and suggestions, either orally or in writing or both, which will be considered in the formulation, development, and implementation of the change. If the Union desires to negotiate, it may request such negotiation. If the Union doesn't present its views or request negotiation within seven (7) calendar days after the receipt of the proposed change, the Employer may implement. If the Union requests negotiation the parties will meet to negotiate within seven (7) calendar days or at a mutually acceptable time.

SECTION 6.10 – IMPASSE: An impasse occurs after both parties consider the proposal and counter-proposals of the other party and, despite diligent efforts, no agreement can be reached. This procedures will be used when impasse is reached over negotiable issue.

- A. When impasse is reached, the item is set aside. After agreement is reached on all other negotiable item, the parties try a final time to resolve any impasse items. If an impasse still exists, either party may request assistance from the Federal Mediation and Conciliation Service (FMCS).
- B. If FMCS assistance does not resolve the impasse:
 - 1. either party may refer the matter to the Federal Services Impasse Panel (FSIP), or
 - 2. the parties may agree to adopt a procedure for binding arbitration of the impasse, but only if the procedure is approved by the panel.

SECTION 6.11 – IMPLEMENTAION: If negotiations are undertaken and impasse occurs, the Employer may implement its last proposal or counterproposal if either the Union does not invoke FMCS or FSIP intervention within seven (7) calendar days after the last exchange on the subject or if the Employer determines that delayed implementation would adversely affect the mission of NAF facilities to provide customer service or improved business operations. Regardless of implementation, if the Union invokes FMSC or FSIP intervention with the seven (7) calendar days, the parties continue to negotiations on the subject until agreement is reached.

ARTICLE 7 – UNION REPRESENTATION AND TRAINING

SECTION 7.1 – UNION REPRESENTATIVES: Union Representatives will be recognized by management for the purpose of consultation and negotiation. A list of the names, work addressed, and phone numbers of union representatives will be provided to the Labor Relations Specialist. The Union will notify management in writing of any changes in the list as they occur and will provide the employer a current list of representative for posting in the permanent section on official bulletin boards.

SECTION 7.2 – OFFICIAL TIME FOR REPRESENTATIONAL FUNCTIONS:

- A. The primary responsibility of union representation within the unit is to perform their assigned duties as Nonappropriated Fund employees. However, time off from duty which is reasonable, necessary, and in the public interest, without charge to leave or loss of pay, will be granted to unit employees who have been duly elected or appointed as union representatives for the performance of representation duties. Subject to workload and mission requirements, management will release the employee provided that such time away from assigned duties does not result:
 - 1. in the activity function being effectively closed due to the absence of the union representative from that function, or

2. in an activity function being effectively closed due to the union representative meeting with employee(s) of that function, or
 3. in the case of employees in regulated staff to client ratio positions, a requirement to temporarily replace the union representative by calling in or extending the work hours of another employee in order to continue the operation of the activity function within regulated ratios. Exceptions are attending scheduled meetings with management officials or National/District union officials and hearings.
- B. The union will guard against the use of excessive time for such activities and will encourage all employees in the unit, stewards, and officers to engage only in those activities authorized by this agreement.
- C. Representational activities don't entitle union officials or others employees to pay, allowances, or benefits in addition to those which they otherwise would have received.

SECTION 7.3 – REPRESENTATION FUNCTIONS:

- A. Subject to the limitations specified in Section 7.2, the representation functions for which official time will be authorized are as follows:
1. to consult with supervisors or management officials on personnel policies and practices; and matters affecting working conditions;
 2. to prepare necessary correspondence in connection with formal or informal meetings with supervisors or managers;
 3. to receive and investigate to conclusion employees' complaints or grievances;
 4. to advise employees of the rights and procedures for resolving grievances or complaints;
 5. to be the personal representative of an employee at the employee's request in grievances and appeals;
 6. to represent an employee of the union, or to serve as an observer at a grievance or appeal hearing;
 7. to assist an employee in the preparation of a reply to a notice or proposed disciplinary or adverse action, and in the case of an adverse action, to accompany and represent the employee when presenting a reply;
 8. to prepare an a grievance on behalf of the union concerning an alleged violation of this agreement;
 9. to serve as a official union representative on a Base/Wing/Tenant committee or working group;
 10. to prepare an agenda for scheduled meetings with the employer;
 11. to assist in preparation of any employee grievance;
 12. in the case of the elected Secretary/Treasurer, to prepare reports required by other federal agencies not related to internal union

- business (such time for this purpose is limited to a maximum of 40 hours per calendar year); and
13. in the case of Legislative Committee representatives, to meet with members of Congress or elected local officials and present the union's views on matters affecting the conditions of employment of bargaining unit employees. Total time for this purpose is limited to a maximum of forty (40) hours per calendar year.
- B. Any activities performed by any employee relating to the internal business of the Union (including the solicitation of membership, election of union officials, and collection of dues) will be performed during the time the employee is in a non-duty status.

SECTION 7.4 – PROCEDURES FOR UNSE OF OFFICAL TIME:

- A. Officers, stewards and employee representatives will be excused by their supervisors to perform authorized representational functions. Permission will be granted subject to mission requirements. Before permission is granted, the union official/employee representative will complete a Record of Official Time form provided by the union. This form will be used as the basis for recording representational time. The supervisor submits the completed form to the Human Resource Office (HRO) each pay period. The union official or employee representative will inform his/her supervisor if the absence will be longer than estimated. At the completion of the authorized representational duties, the union official or employee representative will report back to his/her work area.
- B. Before entering a shop or work area other than their own, union officials will advise the appropriate supervisor of the need to meet with the identified employee(s), the purpose of the meeting and a reasonable estimate of the time the employee will be absent from duty. Permission will be granted subject to mission requirements.
- C. If mission requirements preclude releasing the union official or employee at the time of request, the official/employee will be released at the earliest opportunity.

SECTION 7.5 – DESIGNATED REPRESENATIVE CERTIFICATION: Employees must designated their representatives in writing using a union provided certificate that states the specific purpose(s) for representation. The representative will present this certificate prior to requesting information unless accompanied by the employee.

SECTION 7.6 – OFFICAL UNION VISITORS: Worksite visits by off-base union officials will be coordinated in advance with the Civilian Personnel Flight (CPF).

SECTION 7.7 – EXCUSED ABSENCE FOR UNION SPONSORED TRAINING:

- A. Excused absences without charge to leave or loss of pay for attendance at union sponsored training is subject to the following conditions:

1. the training is of mutual concern and benefit to the Air Force and the Union, and
 2. supervisory approval as determined by mission requirements.
- B. Some union sponsored training may be beneficial to supervisors and other management officials. When such sessions are identified, supervisors and/or management officials are encouraged to request space and attend.
- C. Union sponsored training is divided into two separate categories:
1. **Off-base Training:** The union may select steward and/or officers to attend off-base training (i.e. any training not held on CAFB). Requests to attend this training will be submitted by giving adequate written notice of a tentative schedule (normally not less than 60 days). This will be followed by a firm schedule request (normally at least two week prior).
 2. **On-base Training:** Union officers/stewards will be allowed up to two hours per month per person for on-base training. The schedule will be published on an annual basis, usually by February or each year.
- D. Union representatives who work other than day shift may be temporarily assigned to day shift for the purpose of attending off-base training.

SECTION 7.8 – JOINTLY SPONSORED TRAINING: Training cosponsored by the Union and Employer is encouraged and will be provided whenever possible.

ARTICLE 8 – UNION-EMPLOYER COOPERATION

SECTION 8.1 – MEETING:

- A. At the request of either party a joint meeting will be held to confer on personnel policies and practices, conditions of employment, administration of this agreement, or any other subject of mutual interest
- B. These meetings will be held between the designated representative of the employer and a union official. By mutual consent additional representatives may attend to present information or expertise. Prior to the meeting, the requesting party will submit an agenda allowing ample time for meeting preparation.

SECTION 8.2 – UNIT LEVEL MEETINGS: Problems and matters of mutual concern should be considered and resolved at the lowest possible level. Therefore, at either party's request, monthly meetings may be held between the steward(s) and activity manager or Squadron Commander or designee(s).

ARTICLE 9 – DUES WITHHOLDING

SECTION 9.1 – STANDARD FORM 1187: The 'Request For Payroll Deduction For Labor Organization Dues' (SF1187), is the only form used to initiate dues withholding.

The union is responsible for educating bargaining unit membership the voluntary nature of the dues allotment program. The employee will receive a copy of the signed form.

SECTION 9.2 – PAYROLL DEDUCTION: The employer deducts union dues from the pay of all eligible employees who voluntarily authorize deduction. Deductions are made each payroll period when the following conditions have been met:

- A. the employee's earnings are sufficient to cover the amount of the allotment;
- B. the employee initiates a SF 1187 supplied by the union;
- C. the union completes and signs Section A of the SF 1187; and
- D. the union submits the SF 1187 to the NAF Payroll Office.

SECTION 9.3 – DUES WITHHOLDING: Dues deductions begin the first pay period after the NAF Payroll office receives the SF 1187. Employees are limited to one allotment from their pay for labor organization dues.

SECTION 9.4 – TERMINATION OF ALLOTMENT: The NAF Payroll Office will forward a copy of each termination request to the Union within five (5) workdays of the receipt.

- A. **Voluntary Termination:** Employees may voluntarily terminate their allotment by submitting Standard Form 1188, "Cancellation of Payroll Deduction For Labor Organization Dues", to the NAF Payroll Office. The allotment will terminate:
 1. the first complete pay period after dues withholding has been in effect for at least one year' and
 2. the request is received by the NAF Payroll Office during the pay period in which it is to be effective.
- B. **Automatic Termination:** An employee's allotment for union dues will be automatically terminated as of the next complete pay period in which the NAF Payroll Office is notified of any of the following:
 1. when the employees has be been expelled or has ceased to be a member in good standing of the union. Notice of this action is promptly forwarded in writing to the NAF Payroll Office by the union;
 2. loss of exclusive recognition by the union; or
 3. separation, transfer, or other personnel action (except temporary promotion or detail of an employee to other positions within the bargaining unit). Note: An employee who is temporarily promoted or detailed to a position outside the bargaining unit will have dues deductions automatically resumed upon return to the bargaining unit as if there was no interruption.

SECTION 9.5 – AMOUNT OF DUES: The amount of union dues will remain as originally authorized on the SF 1187 until the union certifies a change in the amount and the certification is transmitted to the employer. Dues changes begin the first pay period after the employer receives notification.

SECTION 9.6 – DUES DEDUCTION PAYMENT/LISTING: The employer forwards to the union a biweekly notice of the total amount of union dues withheld for the preceding pay period. This notice contains the following:

- A. identification of the office or installation,
- B. identification of the union,
- C. names of members and the amount deducted,
- D. names of members for whom deductions previously authorized were not mad, with coding/annotation to indicate the reasons for non deduction, and
- E. total number of members for who dues are withheld.

SECTION 9.7 – PAYMENT ERRORS: If payment errors can be detected before the money is paid to the union, the employer will make a refund. If the union receives an erroneous payment, the union will make the refund.

ARTICLE 10 – USE OF OFFICIAL FACILITIES

SECTION 10.1 – MEETING FACILITIES: Official facilities for union meetings held outside of regular working hours of the employees involved will be mad available, whenever requested and practical, at no additional cost to the employer. Use of the facilities will be scheduled in advance and is subject to normal housekeeping and security requirements. Management cannot allocate an area for which a fee is normally charged, unless the Union agrees to pay said fee, including setup, tear down, and cleanup.

SECTION 10.2 – TELEPHONES: Union officers and stewards can use the employer's telephones located in work areas for local calls necessary in the performance of those functions authorized on official time by this agreement. Use of the telephone will not interfere with the work of the activity.

SECTION 10.3 – BULLETIN BOARDS: Union materials may be posted only on the union space of existing official and employee bulletin boards. Where these bulletin boards are not available and the Union desires to post material, the Employer agrees to permit installation of a Union provided bulletin board meeting engineering and safety requirements of the base, in a mutually agreed upon size and location. The union is responsible for posting and removing approved material on bulletin boards and for maintaining them in an orderly condition.

ARTICLE 11 – INFORMATION ACTIVITIES

SECTION 11.1 – UNIT ADDITION/LOSSES: Each month the employer will furnish the union a list of names, position titles, pay plans, grades, duty organization, and office symbols of all bargaining unit additions and losses during the previous month.

SECTION 11.2 – UNIT EMPLOYEE ROSTER: Upon written request, with 30 days advance notice and no more frequently than twice a year, the employer will furnish the union a listing or computer printout of bargaining unit employees. At a minimum, this listing will include the names, positions titles or series, grades, salaries and duty stations of all employees for which the union has exclusive representation rights. The Employer will not be held responsible for any errors found in the information provided.

SECTION 11.3 – UNION LITERATURE: Information items distributed on the installation or posted on bulletin boards by the union will not violate law or breach security. Prior approval of content and method of distribution will be obtained from the employer except for notices of meetings, elections, and social events. Distribution of information items may be performed only outside duty hours. However, employees may post such items on bulletin boards within their own work area during work hours.

SECTION 11.4 – COOPERATIVE ARTICLES: To better inform the workforce on matters of mutual concern, the employer and the union agree to publish news items submitted by the other party in their respective news bulletins. Co-authored articles for simultaneous publication are encouraged.

SECTION 11.5 – REGULATION ACCESS: The employer will provide the union with copies of Air Force nonappropriated fund personnel regulations with any AMC or CAFB supplements and/or changes. Other available regulations will be provided for review upon request. When access to the employer's publication files is not practical because of frequency of use or other good reasons, the employer will furnish a copy to the union, if available, either on a one-time or continuing basis. The employer is not responsible for any delay or difficulty encountered in furnishing the requested publication when it is not available locally once the requirements are submitted to the Base Publication Distribution Office.

ARTICLE 12 – ORIENTATION IN LABOR-MANAGEMENT RELATIONSHIPS

SECTION 12.1 – NEW EMPLOYEE IN-PROCESSING: During in-processing the Employer will provide new bargaining unit employees with a copy of this agreement and a packet of information furnished by the union concerning its purpose and member benefits.

SECTION 12.2 – STEWARD INTRODUCTION: A union steward will be allowed time with a new unit employee as soon as practicable, normally after the employee has been on the rolls for at least 30 days. The representative will be permitted no more than 30 minutes to explain the employee's rights to representation and other subjects not

prohibited by law. This time will not be charged to leave for either the employee or the steward.

SECTION 12.3 – ORIENTATION ON THE AGREEMENT: The Employer and Union are each responsible for training their own officials on the provisions of this agreement. Normally four (4) hours of official time may be used by each union officer and steward for initial training. Additional time may be authorized when necessary. Joint training sessions are encouraged.

ARTICLE 13 – HOURS OF WORK & TOUR OF DUTY

SECTION 13.1 – DEFINITION OF TERMS:

- A. Administrative Workweek: The NAF administrative workweek consists of seven (7) consecutive days beginning at 0001 hours Sunday and ending at 2400 hours the following Saturday.
- B. Employment Categories: The employment categories are Regular and Flexible.
- C. Basic Workweek: The basic workweek is defined as the least number of hours established for Regular and Flexible employees to work each administrative workweek.
- D. Tour of Duty: A Tour of Duty consists of the days and hours of the day (beginning and ending times) within the administrative workweek which the employee is scheduled to work.
- E. Uncommon Tour of Duty: An Uncommon Tour of Duty is a unique tour of duty that cannot be prescribed in advance as a regular work schedule on definite days of the week and hours of the day.
- F. Shift: A shift is an established pattern of hours without regard to days of the week. Shifts are designated as either Day Shift (1st shift) or Night Shift (2nd shift and 3rd shift). Night Shift means regular scheduled non-overtime work when a majority of the whole hours of such work occurs between 3 p.m. and midnight (2nd shift), or between midnight and 8 a.m. (3rd shift).

SECTION 13.2 – DAYS OFF: When feasible, employees in organizations that operated other than Monday through Friday will be afforded two consecutive days off. This determination is made by the Employer based on operational need(s) of the activity involved.

SECTION 13.3 – CHANGES TO GUARANTEED BASIC WORKWEEK: A change in a regular employee's guaranteed Basic Workweek will be accomplished as follows:

- A. An involuntary decrease in the number of guaranteed hours that results in a change of category from regular to flexible may be made by the Employer using BBA procedure.

- B. A decrease in the number of guaranteed hours that does not result in a change of category may be made by the Employer provided the employee is notified one pay period before the effective date.
- C. An increase in the number of hours specified that results in a change of category may be made by the Employer by submitting a non-competitive personnel action to the HRO to change an employee's basic workweek. If there is more than one eligible employee in the activity the Employer will consider the following factors before effecting the action:
 - 1. Seniority
 - 2. Performance
 - 3. Special Skills
 - 4. Work Experience
 - 5. Employees previously BBA'd (RIF'd) from a regular to a flexible position

SECTION 13.4 – EMPLOYER SCHEDULES: Except as provided in Section 13.8 – Emergency Changes, the Employer will specify each employee's basic workweek in writing as follows:

- A. The work schedule indicating each employee's regularly scheduled basic tour of duty and meal period duration, or identification of Uncommon Tour of Duty, Will be posted in the work area or given to the employee at least seven (7) calendar days prior to the effective date and will cover at least one pay period.
- B. Exception to SECTION 13.4a. above: Work schedules for employees assigned to the Enlisted/Officer/Collocated Club will be posted at least three (3) calendar days prior to the effective date and will cover one administrative workweek.
- C. The following applies to functions that have a rotating, semi-rotating or other assignment pattern where employees do not necessarily work the same hours and days. Employees may request their preference of scheduled work periods and days off at least 14 calendar days prior to publication of the work schedule. The supervisor may require that the request be in writing and will consider the employee' preference(s) prior to posting the schedule.

SECTION 13.5 – CHANGE IN HOURS OF WORK/TOUR OF DUTY: Except as provided in Section 13.8 – Emergency Changes, the following procedures apply:

- A. The Employer and Union agree that frequent changes in an employee's schedule are disruptive and should be kept to the minimum necessary for successful NAF activity mission accomplishment. An employee's posted schedule will not be changed to preclude the payment of overtime.
- B. Extending hours of employees who are not guaranteed forty (40) hours per week without conversion to a different employment category does not

constitute a change in scheduled hours of the work and tours of duty for the organizational element.

- C. When the employer contemplates changing an established shift of establishing a new shift, either indefinitely or temporarily, the Union will be notified of the proposed change and the rationale thereof, at least seven (7) calendar days prior to implementation.

SECTION 13.6 – TEMPORARY CHANGES: The employer may make temporary changes in working schedules when employees must meet job requirements that cannot be accomplished on their schedule , such as:

- A. to obtain training or testing;
- B. to participate in the presentation of a grievance or appeal;
- C. for medical interview or examination;
- D. on the recommendation of a doctor
- E. for rehabilitation associated with performance or conduct deficiencies; or
- F. identification of the employee as a marginal employee and a need for a shift change is indicated.

SECTION 13.7 – SHIFT ASSIGNMENTS: As opportunities for shift assignments occur, permanent shift schedule changes normally will be offered to employees according to their service computation date if the assignment requires the same grade level, skill, qualifications and number of scheduled hours per week. Volunteer requests for such shift assignments must be in writing. If there are no volunteers, employees normally will be assigned in inverse order of seniority based upon service computation date. Exceptions may be made in accordance with Section 13.9.

SECTION 13.8 – EMERGENCY CHANGES:

- A. **Contingencies/Exercises:** When the Wing/Support Group Commander (or designee) determines there is a need for an emergency change in the hours of work and tours of duty (including meal periods) of an organizational element, the Union will be notified as soon as practical. This includes temporary changes required by military exercises and contingency operations authorized by higher authority.
- B. **Business Emergencies:** In business emergency situations including unanticipated workload shifts, management may temporarily change an employee's tour of duty without regard to established shifts with as much notice to the employee as reasonable under the circumstances. Requiring employees to work additional time outside of their scheduled tour of duty does not constitute a change to the tour of duty.

SECTION 13.9 – EMPLOYEE REQUESTED CHANGES:

- A. Permanent changes: The parties will consider changes in individual schedules or assignment to permanent shifts requested by employees

because of hardship or to pursue further self development activities when completion of the courses will equip the employees for more effective work within the agency. These changes may be accomplished by mutual agreement between the employee, the immediate supervisor, and, if requested by the employee, the steward or designated union representative.

- B. Temporary changes: Employees within an activity any request to exchange days off and/or scheduled work periods. Both employees must sign the request. If feasible, the request will be approved subject to required skills and performance. However, approval may not be granted if any additional pay entitlement would result. Then employees will report at the proper time and in proper attire to the new tour if the exchange is approved.

SECTION 13.10 – REPORTING TO WORK: Employees will be at their job ready, willing and able to work at the scheduled shift start time. If the employer requires an employee to perform work prior to scheduled starting time, the employee will be compensated as appropriate.

SECTION 13.11 – BREAKS: Subject to workload and mission requirements, employees normally will be granted a break or rest period of ten (10) minutes for each three and one half (3 ½) hours of continuous non-overtime work. Supervisors may extend the break period to a maximum of fifteen (15) minutes when conditions warrant and circumstances permit.

SECTION 13.12 – MEAL PERIODS: Each employee who works more than six (6) continuous hours is entitled to a meal period.

- A. **Non compensable:** Meal periods, during which an employee is entirely free of duties, are not duty time for which compensation is paid. Non-compensable meal periods will be at least 30 but not more than 60 minutes in duration and will be scheduled at or near the midpoint of the employee's shift. When employees are required to work through their regularly scheduled meal period, the supervisor will reschedule the meal period to start within 60 minutes of the regularly scheduled time. Employees required to forego their meal period will be permitted to eat at the job site without work interruption. If the employer requires an employee to forego a scheduled non-compensable meal period, all time worked in excess of eight hours in a day will be considered overtime.
- B. **Compensable:** A 20 minute on the job meal period may be authorized and included in the regularly scheduled tour of duty when a non-compensable meal period is not feasible. Employees must spend their on the job meal period at or near their work station. When possible, the meal periods will be uninterrupted. Under these conditions, the time covered by the 20 minute on the job period is compensable.

SECTION 13.13 – CLEANUP TIME: The Employer will provide a reasonable amount of time based on the nature of the job for personal cleanup and to clean and secure work areas, tools, and equipment.

SECTION 13.14 – ALTERMATE WORK SCHEDULES (AWS):

- A. The use of compressed and flexible work schedules has the potential to improve productivity and provide greater customer service. When AWS schedules are in effect other provisions of this agreement may not apply. In particular, computation of overtime and days off will be affected.
- B. The following procedures will be used with regard to AWS in NAF activities at CAFB:
 - 1. The AWS must meet all statutory requirements of law and government-wide regulations.
 - 2. The decision to establish, continue, or disestablish an AWS in a NAF activity is made by the NAF activity manager or designee. This decision is based on a determination of adverse impact on the NAF activity using the following criteria:
 - a. Will the use of an AWS result in the reduction of productivity of the NAF activity?
 - b. Will the use of an AWS result in a reduction of services to the NAF activity's customers?
 - c. Will the use of an AWS result in an increase in the cost of operation of the NAF activity?

ARTICLE 14 – OVERTIME

SECTION 14.1 – DEFINITION: The Employer determines when overtime is needed. The administration of such overtime work (including the nature of the work, the need for special skills, the propriety of productive or support effort, and the number and type of employees required) is solely a function of management.

- A. Nonexempt and Exempt CT employees are entitled to paid overtime for hours worked in excess of 40 hours in a workweek or in excess of 8 hours in a day.
- B. Nonexempt and Exempt NF and CC employees are entitled to be paid overtime for hours worked in excess of 40 in a workweek.

SECTION 14.2 – OVERTIME EXECPTIONS: The employer may require an employee to perform overtime work. Exceptions to assigning overtime to a specific employee are:

- A. the employee can show that overtime work would impair his/her health or cause extreme hardship; or
- B. the supervisor determines that the employee has a valid reason for being relieved and other arrangements can be made.

SECTIONS 14.3 – OVERTIME DISTRIBUTION: As a general rule, first consideration for any overtime is given to the employee(s) who is (are) currently assigned to the task or job on which overtime is needed. Assignment of overtime work will not be made to employees for the sole reason of duty or positions solely for the purpose of achieving or improving distribution of overtime.

SECTION 14.4 – EMPLOYEE CALL-BACK: If otherwise eligible, employees who are called back to work overtime at a time outside of and unconnected with their scheduled hours of work within their basic workweek shall receive at least two (2) hours ‘call-back’ overtime pay or compensatory time off.

SECTION 14.5 – EMPLOYEE NOTIFICATION: Employees designated to work overtime will be given reasonable advance notice when possible, considering the circumstances of each specific situation. Advance notice of planned overtime work on Saturday and Sunday will normally be made no later than Friday noon.

SECTION 14.6 – COMPENSATORY TIME: Compensatory time off is not authorized for Nonexempt CT, NF-1, NF-11, or CC Employees except for religious observance. Where compensatory time is authorized, employees will have the option of overtime pay or compensatory time off in lieu of overtime pay for overtime to be worked, except, where the employee’s basic rate of compensation exceeds the maximum rate for GS 10 and regulations of higher authority permit, the employee may be required to take compensatory time off in lieu of overtime pay.

ARTICLE 15 – HOLIDAYS

SECTION 15.1 – OBSERVED HOLIDAYS: Eligible employees are entitled to all holidays established by federal law and Executive Order. Current holidays are:

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

SECTION 15.2 – DAYS OFF IN LIEU OF HOLIDAY: When a holiday falls on one of a regular employee’s scheduled days off, current law and regulations designate the day to be observed in lieu of the holiday.

Rule	If an employee is:	and the holiday falls on:	The employee observes holiday with pay on:
1	Regular	a scheduled workday	that day.
1	Regular	a day outside the Employee’s scheduled workweek	the preceding or following workday determined by the manager
2	Flexible	any day	no day.

SECTION 15.3 – HOLIDAY PAY: Regular employees working on a holiday within their basic workweek receive holiday premium pay- based on actual hours worked.

SECTION 15.4 – RECORDS OF HOLIDAY WORK: The Employer will maintain records of holiday work and holiday work declined. These records will be made available for review upon request of the employee(s) or union steward concerned.

ARTICLE 16– ANNUAL LEAVE

SECTION 16.1 – PURPOSE: Annual leave is the right of the employee. Employees earn annual leave in accordance with applicable statutes and regulations. An employee’s immediate supervisor or designee approves the time and amount of annual leave granted. Annual leave may be used in 15 minute increments.

SECTION 16.2 – SCHEDULING ANNUAL LEAVE:

- A. Employees should submit the Standard Form 71, ‘Application for Leave’ to specifically request annual leave and for supervisors to specifically approve it. The SF71 is not absolutely required by this contract, but its use is strongly encouraged by union and management.
- B. Annual leave of 40 hours or more or leave in conjunction with a holiday will by schedule, the Employer will give full consideration to the employee’s preferred vacation period. If scheduling conflicts occur, the supervisor will confer with the employees concerned to obtain mutual agreement to resolve the conflict. If this step fails, the supervisor will resolve the conflict by using operation needs, skills available, and employee’s seniority (Device Computation Date) as the determining factors. The senior employee may exercise seniority preference for vacation leave (40 hours or more) or leave in conjunction with a holiday only once a year. By 1 March of each year the supervisor will prepare an

annual leave plan that schedules approved leave. Approved leave in the annual leave plan will not be denied unless the supervisor determines operational considerations demand such changes. If this occurs, the supervisor will inform the employee as far in advance as possible and give the employee an opportunity to reschedule the leave.

- C. When an employee is transferred, reassigned, or promoted from one organizational element to another after leave schedules are established, the employee's new organization will adjust the leave schedule using the criteria in 16.2b above. Employees who are temporarily assigned from one organization unit to another will be permitted to take their scheduled leave. This leave will not impact the leave schedule in the organization to which temporarily assigned. At the employee's request, the Employer may approve a change in selection provided another employee's previously approved choice is not affected without concurrence.
- D. Request for annual leave will only be denied for valid work related reasons and not for frivolous or punitive reasons. When the request has been denied, the employee will be advised of the reason(s) for denial.

SECTION 16.3 – UNSCHEDULED LEAVE:

- A. Requests for annual leave not scheduled under Section 16.2 above should be approved when reasonable notice has been given. Approval is subject to workload requirements and the leave schedule of other employees in the unit.
- B. Emergencies arise that may preclude advance notice and approval of annual leave. In these emergencies employee are required to contact their immediate supervisor to request approval for unscheduled annual leave. Unless circumstances beyond the control of the employee prevent it, this request will be made prior to scheduled reporting time. When an employee must request annual leave for emergency reasons, he/she will describe the situation and provide an estimate of the leave duration.

ARTICLE 17 – SICK LEAVE

SECTION 17.1 – PURPOSE: Sick leave is a qualified right of the employee as defined in Section 17.2. Employees earn sick leave in accordance with applicable statutes and regulations. Employees are encouraged to conserve sick leave so it will be available to them in time of need. Sick leave may be used in 15 minute increments.

SECTION 17.2 – SICK LEAVE CRITERIA: Employees will be granted sick leave when they:

- A. receive medical, dental, or optical examination or treatment;
- B. are incapacitated for the performance of duties by sickness, injury, or pregnancy confinement;

- C. are required to give care and attendance to a family member or for purposes relating to the death of a family member in accordance with the Federal Employee's Family Friendly Lave Act;
- D. would jeopardize the health of others because of exposure to a contagious disease; or
- E. participate in a drug or alcohol counseling or rehabilitation program.

SECTION 17.3 – EMPLOYER NOTIFICATION:

- A. **Scheduled Leave:** Employees should schedule non-emergency medical, dental, optical, psychological, or alcohol/drug counseling appointments outside of duty hours. Sick leave for such appointments during duty hours may be requested in advance.
- B. **Unscheduled Leave:** Employees unable to work due to reasons specified in Section 17.2 above, will contact their immediate supervisor as soon as possible, but no later than one (1) hour after scheduled reporting time to request sick leave. If the employee is unable to contact the supervisor personally because of incapacitation, he/she may designate someone else to do so. If the immediate supervisor or a person authorized by the supervisor to approve leave is unavailable, the second level supervisor will be contacted. The same procedures apply to employees who become sick or injured while on duty.
- C. **Advance Sick Leave:** Request for advanced sick leave will be in accordance with AFM 34-310.
- D. **Extended Duration:** The employee is responsible for advising the supervisor of the estimated period of absence. Employees unable to return at the end of the period for which leave was approved will again notify the supervisor and request additional leave.

SECTION 17.4 – MEDICAL CERTIFICATION: An employee absent from work on sick leave for three (3) consecutive days or less will not be required to furnish a doctor's certificate to substantiate the need for sick leave. An employee absent from work on sick leave for more than three (3) consecutive days and under a doctor's care will furnish a doctor's certificate. An employee absent from work on sick leave for more than three (3) consecutive days and not under a doctor's care will submit a signed personal statement in lieu of a doctor's certificate.

SECTION 17.5 – LIGHT DUTY: If recommended by an attending doctor and if available the immediate supervisor may assign light duty.

SECTION 17.6 – SICK LEAVE ABUSE: An employee may be required to furnish a doctor's certificate to substantiate each period of sick leave in cases of suspected abuse as follows:

- A. Prior to requiring a doctor's certificate, supervisors are encouraged to take the following steps:

1. The supervisor identifies a behavior pattern causing suspicion of abuse. The supervisor may review any aspect of the leave record but considers adversely no more than the previous six (6) month period.
 2. If the suspected sick leave abuse is substantiated, the supervisor counsels the employee and records the counseling on the Supervisor's Record of Employee (SRE).
 3. If after a twelve (12) month evaluation period there is no suspected sick leave abuse, the counseling entry is removed from the employee's SRE.
- B. If the suspected abuse of sick leave continues at any time during the twelve (12) month evaluation period, the employee is officially notified in writing of the requirement to furnish a doctor's certificate for each period of sick leave (Sick Leave Abuse Letter).
- C. Every six (6) months the supervisor reviews the sick leave record of those employees issued a Sick Leave Abuse Letter to determine if the requirement should continue. The supervisor informs the employee in writing of the decision as follows:
1. If during this period the employee complies with the Sick Leave Abuse Letter, the requirement for a doctor's certificate is discontinued and the counseling entry is removed from the employee's SRE. The Sick Leave Abuse Letter will remain in the SRE for an additional six (6) months.
 2. If the employee fails to comply with the Sick Leave Abuse Letter, further action may be taken.

ARTICLE 18 – MISCELLANEOUS LEAVE AND OTHER ABSCENCES

SECTION 18.1 – LEAVE WITHOUT PAY (LWOP): LWOP is a temporary non-pay status and absence from duty requested by eligible employees. The employer will grant LWOP using provisions of law and applicable regulations. LWOP exceeding 30 consecutive days must be recorded in the Official Personnel Folder (OPF).

SECTION 18.2 – MILITARY LEAVE: Military leave is absence from the employee's civilian position without loss of pay to perform military duty.

- A. To be eligible you must be a member of the Reserve or National Guard. Flexible employees or employees on temporary appointments of one year or less are not entitled to military leave.
- B. Fifteen days of military leave is credited to the employee's account on 1 Oct of each fiscal year, or upon appointment. Unused military leave remaining from the prior fiscal year, not to exceed 15 days, is also credited. Military leave available will not exceed 30 days in a fiscal year.
- C. Neither annual leave nor leave without pay is granted for active duty until the employee has used all military leave available unless this would result in a forfeiture of annual leave.

- D. No charge is made for non workdays at the beginning and end of a period of absence. However, all intervening non-workdays, including holidays, falling within the period of military duty are military leave.

SECTION 18.3 – COURT LEAVE:

- A. All regular employees are eligible for court leave. Court leave is leave of absence from duty without loss of pay or charge to annual leave to perform:
 - 1. as a juror; or
 - 2. as a witness on behalf of any party in connection with any judicial proceeding to which the United States, the District of Columbia, or a State or local government is a party.
- B. Effective administration of court leave requires the exercise of good judgment in order to avoid imposing hardship on employees. Employees assigned to night shifts or standby tours of duty are granted court leave comparable with employees assigned to regular day shift work.
- C. Employees serving as witnesses or jurors who are excused or released by the court are expected to return to duty if there are four (4) or more hours remaining in the duty day.

SECTION 18.4 – FAMILY AND MEDICAL LEAVE: The Family and Medical Leave Act of 1993 provides up to 12 weeks of unpaid, job protected leave each year for specified family or medical reasons. This law requires the maintenance of existing health benefits and job restoration when the leave period ends. Leave is granted subject to the provisions of the Act for the following reasons:

- A. The birth of a son or daughter and the care of the newborn.
- B. The placement of a child with the employee for adoption or foster care.
- C. The care of the employee’s spouse, son, daughter, or parent with a serious health condition.
- D. A serious health condition of the employee that makes the employee unable to perform the essential functions of his/her position.

NOTE – Employees interested in applying for Family and Medical Leave should contact the Human Resources Office.

SECTION 18.5 – PARENTAL LEAVE: Employees interested in applying for leave for maternal, paternal or adoptive reasons should contact the HRO for information.

SECTION 18.6 – ADMINISTRATIVE DISMISSALS: Administrative dismissal is absence from duty when employees are released because all or part of Charleston Air Force Base is closed, or it is in the public interest.

- A. **Leave Procedures:** In the event of administrative dismissal, the following procedures apply:

1. Employees who are on annual or sick leave for the entire day will be charged for the entire day.
 2. Employees who are on duty during the first part of the day, but depart on annual or sick leave before notice of early dismissal is received, will be charged leave for the balance of the day.
 3. Employees who wish to leave work earlier than the announced dismissal time may request annual leave or LWOP to cover the duty time between their departure and the dismissal time.
 4. Flexible employees on duty at the time operations are suspended, are released from duty on LWOP for the remainder of their scheduled shift.
- B. **Hazardous Weather Conditions/Disasters** – Employees are normally expected to cope with difficult driving conditions and minor disruptions of public transportation. The Installation Commander (or Designee) will determine when climatic or hazardous road conditions warrant announcements of special reporting instructions or excused absences. Decisions to authorize excused absence will be announced through official installation publication, telephone warning systems, and/or radio and television. When adverse weather conditions develop outside an employee's duty hours, regardless of an announcement made on television or radio, employees must ascertain through the normal chain of command if they are required to report for duty.
1. **Early Dismissal** – Only regular employees who are in a duty status (not on leave) or who are expected to return from leave to duty status at the time the early dismissal takes effect are excused without charge to leave. Employees who are absent on leave that day continue to be charged leave.
 2. **Late Reporting** – Depending on hazardous weather conditions, tardiness in excess of 2 hours may also be excused because of an unavoidable delay resulting from adverse weather or disruption of public or private transportation. Employees who do not report for duty during hazardous weather are charged a full day of annual leave unless the supervisor determines the employee made every reasonable effort to get to work, but was unable.
 3. **Base Closure** – Workdays on which the base is closed are non-workdays for leave purposes. All employees who normally earn leave, except those required to perform emergency duties, are excused without charge to leave. This includes those on scheduled annual leave or sick leave, but does not include those in a non-pay status on the days immediately before and after the days the activity is closed.
- C. **Extreme Temperatures.**
1. Employees are expected to work if conditions in the work place are reasonably adequate, normally between 65-80 degrees Fahrenheit. Dismissals due to unusual work conditions created by temporary disruption of air cooling or heating systems should be rare. The

employer must take appropriate measures to correct or improve the work environment as soon as possible. When temperatures fall outside normal expectations, the supervisor will consider the following options:

- a. Flexible dress code,
 - b. Relocation,
 - c. Flexible work schedules,
 - d. Liberal leave policy, (For example, individual employees affected by unusual levels of temperature to the extent that continuance on duty would adversely affect their health, will be granted annual or sick leave.)
 - e. Employer provided additional equipment such as fans, space heater, printable air conditioning units, ect.
2. When extreme temperature exists, supervisors will closely monitor the health/comfort of employees. If administrative dismissal is deemed appropriate based on the work environment, productivity, and existing guideline; supervisors will request approval through the chain of command. Approval authority is the Support Group Commander (or designee).

SECTION 18.7 – EXCUSED ABSENCE: excused absence is an administratively authorized absence from duty without loss of pay or charge to leave. Excused absence normally applies to individual employees being excused for non-mission related emergency reasons, or for reasons the government encourages such as voting, ect. The leave approving supervisor may excuse employees for the periods of time and the following specified reasons:

- A. Absence for brief periods or tardiness (59 minute rule) – Unavoidable tardiness and/or necessary periods of absence of less than one hour may be excused by the supervisor for adequate reasons. This type of excusal will be considered in rare and unusual circumstances when the supervisor deems this is most appropriate. It will not be used in conjunction with leave. Tardiness which has been excused or charged to approved leave may be basis for disciplinary action but may be used for the purpose of showing a pattern of tardiness.
- B. Voting – Generally, employees are excused from duty to permit them to report for work three (3) hours after the polls open or to leave work three (3) hours before the polls close, whichever results in the lesser amount of time off. Unusual circumstances may warrant additional excused time. If necessary, employees will be excused to register on substantially the same basis as for voting.
- C. Blood Donations – A regular may be excused up to four (4) hours for purposed of travel, testing, and recuperation

associated with donating blood. An employee who does not donate will return to work immediately. If an unusual period of recuperation is required, or if the employees must travel an unusual distance, no more than an additional for (4) hours may be excused.

- D. Conferences/Meetings – Employees may be excused without charge to leave to attend conference or conventions at no expense to the government when it is determined that such attendance is the best interest of the federal service.

SECTION 18.8 – APPROVAL OF ABSENCES FOR FLEXIBLE EMPLOYEES:

Flexible employees desiring absence from duty must request approval in advance of the day of absence. In emergencies and cases of incapacitation illness or injury, a flexible employee must notify the supervisor or activity manager or their designee either in person or by telephone of the necessity for the absence and request approval. Request will be made as soon as the employee is aware of the need, not later than two hours prior to the reporting time or at the time the employee is contacted by management and called in to work. Approval or disapproval is the responsibility of management. Employees may be required by management to furnish medical certificates substantiating the need for absence from duty in accordance with Article 17.

ARTICLE 19 – TEMPORARY DUTY, TRAVEL PAY, AND PER DIEM

SECTION 19.1 – PURPOSE AND ENTITLEMENT: Nonappropriated fund employees may be required to perform Temporary Duty (TDY) away from CAFB, usually for training. The Joint Travel Regulation (JTR), Vol. II provides for payment of costs for lodging, meals and other expenditures associated with travel. Normally, the employer will schedule the time spent by the employees in travel status within their regularly scheduled hours of duty. Determination of time in duty status performed during TDY or travel will be made in accordance with 5CFR. When travel is required under circumstances that make it non-compensable, employees will be notified in advance and provided with the reason(s). Monetary advances may be obtained to offset costs during TDY. A travel voucher will be filed at the completion of travel to account for the costs and ensure employees receive all compensation entitlements.

- A. Employees will not be required to submit proof of costs for any day in which the costs of meals and incidental expenses do not exceed the maximum amount authorized by the JTR for the geographic location involved; however, when actual expense arrangements have been requested and approved, individual meals exceeding the maximum single meal amount set out in the JTR will require receipt of purchase.
- B. Employees who are unable to arrive at or return from their destination in the period in which the travel was initially scheduled will continue to receive pay (for regularly scheduled hours of duty) and travel allowance for additional periods during the delay for good cause, such as mechanical

failure, adverse driving conditions or interruption of commercial travel service.

SECTION 19.2 – RECUPERATION: Employees may be granted a reasonable amount of duty time (up to eight (8) hours) by the supervisor for recuperation, depending upon duration or termination of TDY. The circumstances to be considered include the number of hours and mode of travel, time of departure or arrival, productive hours in the workday, and special need for the employee’s services, and similar factors. In determining reasonable time, the supervisor will consider the adverse effect on work performance, health, and safety.

SECTION 19.3 – USE OF PRIVATELY OWNED VEHICLE (POV): An employee who is required by the Employer to use a privately owned vehicle in the performance of official duties will be reimbursed for mileage as authorized and at the current government rate. The employee must submit a mileage log for reimbursement.

ARTICLE 20 – WAGE BOARD SURVEYS

SECTION 20.1 – PURPOSE: The parties to this Agreement will follow regulations governing Coordinated Federal Wage Surveys.

SECTION 20.2 – DATA COLLECTORS:

- A. The Union will consider mission requirements when nominating employees to be data collectors, including nominating only employees whose absence will not effectively close an activity function, or cause labor increases.
- B. Data collectors assigned in accordance with appropriate regulations will be allowed official time as required by the Chairman of the Local Wage Survey Committee. This includes time for data collectors nominated by the union to train for and perform data collection functions.

SECTION 20.3 – CONFIDENTIAL INFORMATION: Regulations require that each data collector retain information in confidence. Therefore, violation of this confidence may subject the employee to disciplinary action and immediate removal from participation in the survey.

ARTICLE 21 – PAY PROVISIONS

Wages of Nonappropriated Fund employees covered by Public Law 92-392 are fixed according to wage schedules published under the “Federal Wage System – Nonappropriated Fund Employees.” All other pay provisions will be in accordance with applicable laws and regulation, including the Fair Labor Standards Act as amended and Air Force Manual (AFM) 34-310.

ARTICLE 22 – POSITION DESCRIPTION/POSTION GUIDE & CLASSIFICATION

SECTION 22.1 – PURPOSE: Position descriptions/guides (PD/PG) will be written by the Employer and will accurately describe employees' major duties and responsibilities performed on a regular and recurring basis.

SECTION 22.2 – DUTY ASSIGNMENT: Employees are entitled to know the duties and responsibilities of their positions. Therefore, copy of the PD/PG will be furnished to each employee when assigned to a position. Changes in primary duties and responsibilities will be discussed with employees and they will be given at least a draft copy of the primary duty changes not later than 30 days after the supervisor has assigned new duties.

SECTION 22.3 – INACCURATE POSITION DESCRIPTION: Employees who believe their position description is inaccurate may meet and discuss this matter with their supervisor for clarification. If the Employer agrees that the position description requires revision, the Employer will initiate corrective action. When differences concerning the accuracy of a position description cannot be resolved between the supervisor and the employee, the employee may grieve under the negotiated grievance procedure. Employees who have significant changes in primary duty assignments that are not reflected in their position description may request a site audit. This request must be in writing and describe the significant changes.

SECTION 22.4 – COMPLAINTS AND APPEALS: Classification complaints and appeals will be in accordance with applicable laws and regulations.

ARTICLE 23 – TRAINING AND EMPLOYEE DEVELOPMENT

SECTION 23.1 – TRAINING OPPORTUNITIES:

- A. The employer identifies training and development needs required for employees to do their jobs, attain career objectives, and accomplish the mission. Training opportunities will be based on the interest of CAFB, the availability of resources, and requirements of the employee's position description; while considering the interest of the employees.
- B. When an employee has been physically or mentally disqualified for a position and, for that reason, is placed in a new position under the Program for the Employment of the Handicapped, the Employer will provide necessary training to perform the work in accordance with Air Force safety and efficiency standards.

SECTION 23.2 – SELECTION: Selection for training will be made based on the needs of the employer. If in the opinion of the selecting official, there is more than one equally suitable candidate for a particular training slot, seniority will be the tie breaker.

SECTION 23.3 – SELF-DEVELOPMENT SCHEDULES: Subject to operational needs, the employer will make every reasonable effort to arrange a suitable schedule for employees to pursue self-development activities. These schedules will not adversely impact other employees.

ARTICLE 24 – CONTRACTING OUT

SECTION 24.1 – AUTHORITY: The employer may contract out work in accordance with applicable laws and regulations.

SECTION 24.2 – NOTIFICATION: The employer will give the Union as much advance notification as possible in order to give the Union the opportunity to negotiate the impact of a contracting out decision on bargaining unit employees.

SECTION 24.3 – MINIMIZING IMPACT: The Employer will make every effort to minimize displacement caused by work contracted out.

ARTICLE 25 – HEALTH AND SAFETY

SECTION 25.1 – OBJECTIVES: Work practices and conditions pertaining to health and safety are included in 29 CFR 1960, Executive Order 12196, Occupational Safety and Health Act (OSHA)/Air Force Occupational Safety and Health (AFOSH) regulations and other applicable laws, rules and regulations.

- A. The Employer will:
 - 1. make every effort to provide and maintain safe working conditions;
 - 2. provide procedures and encourage prompt reporting of all accidents, injuries and hazards; and
 - 3. advise employees that they are entitled to injury compensation benefits when injured on the job.
- B. The Union will encourage employees to:
 - 1. vigorously support the Air Force safety program and conscientiously abide by established safety rules, regulations and directives;
 - 2. report to their supervisors any known hazardous condition or procedure;
 - 3. report job-related injuries or illnesses to their supervisor immediately, and promptly complete the appropriate forms; and
 - 4. take such individual action as is necessary to comply with medical and safety advice and restrictions.

SECTION 25.2 – SAFETY/HEALTH STANDARDS: Air Force safety, health, fire prevention, base directives, or other staff office regulations and shop instructions are basic safety standards. If Air Force safety criteria have not been established, other

available applicable criteria recognized by other government, civic, industry, and professional societies will be provided. Employees will adhere to sanitary regulations and reasonable personal hygiene and cleanliness standards as prescribed by the Employer.

SECTION 25.3 – ADEQUATE INSTRUCTIONS: Employees will not be required to work on a job or machine until they receive adequate instructions as determined by the supervisor.

SECTION 25.4 – REPORTING UNSAFE CONDITIONS: Employees are not required to use government vehicles/machines/equipment that are unsafe to operate to the extent that they pose an imminent risk of death or serious bodily harm or could result in equipment damage. It is the vehicle/machine/ equipment operator's responsibility to determine the equipment operational status, annotate the appropriate forms if applicable, and report the hazardous condition/discrepancy to supervision. If the alleged condition is not corrected, the employee may present the issue to the appropriate safety official and union representative. A review of the alleged safety hazard will be conducted and corrective measures recommended to reduce the hazard to an acceptable level of risk. There will be no reprisal for good faith, reasonable presentation, and /or identification of hazardous conditions.

SECTION 25.5 – OCCUPATIONAL HEALTH SERVICE (OHS): The employer maintains an Occupational Health Service in accordance with OSHA/AFOSH standards. Periodic medical examinations and evaluations are provided for employees potentially exposed to health hazards in the workplace or who are assigned to positions requiring specific standards of physical fitness.

SECTION 25.6 – INITIAL TREATMENT OF INJURY: Employees injured on the job will be furnished initial medical aid or treatment and will not be charged leave for the time necessary for this aid on the day of the injury.

SECTION 25.7 – ON-THE-JOB-INJURY/WORKERS COMPENSATION PROGRAMS: Information concerning workman's compensation insurance will be furnished to employees and the Union upon request. The Employer is responsible for:

- A. providing the required OWCP forms to employees who, in turn, provide them to the Medical Treatment Facility or private physician. At no time will this requirement impede an employee from receiving prompt medical attention.
- B. Providing appropriate instructions to the employee which will facilitate timely claim submission.

SECTION 25.8 – EMERGENCY MEDICAL SERVICES: Diagnosis and treatment of non-occupational injury and illness cases that occur while an employee is on duty are not the responsibility of the employer except in an emergency. In the case of an emergency, the employee will be provided medical care required to prevent loss of life or limb, or to relieve suffering until placed under a personal physician's care.

SECTION 25.9 – LIMITED DUTIES: An employee who has sustained an on-the-job injury will be required to perform duties only to the extent and limits prescribed by the employee's medical doctor. In the event the employer questions the recommended limitations, the Installation Medical Officer will be contacted to review the medical record and advise the supervisor on recommended action..

SECTION 25.10 – ON-THE-JOB ILLNESS: Excluding alcohol or drug abuse, employees who become physically or emotionally impaired for duty after reporting to work can request sick leave.

SECTION 25.11 – FITNESS FOR DUTY EXAMINATION: Employees directed to take a medical examination to determine their fitness for duty are considered to be in a duty status. Examinations will be accomplished during normal duty hours at the installation medical facility. Employees may choose at their own expense, while in a leave status, to be examined by a private physician. This fitness determination will be given to the supervisor within five (5) calendar days for review by the Installation Medical Officer. The physician conducting the examination will be forward certified in the medical specialty designated by the Installation Medical Officer as appropriate to the case. An employee failing to take directed fitness for duty examination may be subject to disciplinary action.

SECTION 25.12 – HAZARD/SAFETY DATA: Subject to provisions of the Privacy Act of 1974, employees will be provided access to exposure monitoring results, material safety data sheets, and any other available records which reveal the identity of toxic substances, harmful physical agents, or conditions,

ARTICLE 26 – SPECIAL TOOLS, CLOTHING, UNIFORMS AND DRESS

SECTION 26.1 – EMPLOYER PROVIDED EQUIPMENT: The employer will furnish and maintain all required protective clothing, special tools and equipment. An employee may be required to replace any item which is lost, modified, or damaged other than through fir wear and tear.

SECTION 26.2 – SUBSTITUE EQUIPMENT: Any employee substituted protective clothing, special tools, devices or equipment must be approved by the employer prior to use.

SECTION 26.4 – STANDARDS OF DRESS: The employer will apply the same standards of dress to all employees, regardless of the position or gender. Employees will report to work each day wearing clean attire and similar to that worn be employees in comparable positions in non-government operations.

SECTION 26.6 – UNIFORMS: If the employer established a means of performing work which includes additional dress requirements for certain customer contact areas, the employer will furnish such clothing, The employer will provide employees who are required to wear uniforms in the performance of their duties properly fitted attire

appropriate for the work performed. The number of uniforms furnished will depend on the type and frequency of wear such that the employee should not find it necessary on a routine basis to clean the uniform the same day as it is worn in order to be ready for work the following day.

SECTION 26.6 – RETURN OF EMPLOYER’S PROPERTY: An employer provided equipment or clothing including tools, uniforms and protective clothing or devices must be returned on demand. If the property is not returned the employee may be required to pay for it. The employee may be held accountable for the percentage of damage or wear beyond that which can be associated with on-the-job usage. The amount to be paid will depend on factors such as life expectancy of the item versus years of usage, condition of item, and value to the employer.

SECTION 26.7 – NAME TAGS: Employees will wear an official NAF name tag if required of their position. The name tag will be furnished by the employer and should be worn on the left side of the employee’s garment at chest level provided no damage will result to the garment. If there is a potential for damage, the name tag may be worn on any front portion of the garment from the waist up. Employees duly appointed or elected as union representatives are allowed to wear their union name tag during duty hours.

ARTICLE 27 – TESTING

Supervisors may require periodic proficiency testing for certification or recertification required by an employee’s position. Supervisors will conduct the testing and make a determination of acceptability based on industry standard. Unacceptable test performance may result in employee self development opportunities, retraining, job change, or termination.

ARTICLE 28 – CONDUCT AND DISCIPLINE

SECTION 28.1 – PURPOSE AND POLICY: The purpose of discipline is to maintain good order and morale. Supervisors have the authority to maintain proper conduct and discipline among their employees. Any disciplinary action taken should only be for just cause. The following principles apply:

- A. Complaints and allegations against employees should be resolved as quickly as possible.
- B. Disciplinary action should be the minimum to achieve the desired result.
- C. Disciplinary action should be applied progressively to correct and improve employee behavior.
- D. Disciplinary action should be applied consistently and equitably.

SECTION 28.2 – DISCIPLINARY ACTIONS: Disciplinary actions are oral admonishments, written reprimands, suspensions and removals, and reduction in grade taken for disciplinary reasons. Counseling is not a disciplinary action in and of itself, but may form the basis for later disciplinary action.

SECTION 28.3 – EXAMINATION OF FACTS: The supervisor will attempt to ascertain pertinent fact, both for and against the employee, before taking disciplinary action, If the supervisor determines that disciplinary action is appropriate, the employee will be advised.

SECTION 28.4 – CONFIDENTIAL DISCUSSIONS: If the supervisor has reason to counsel or orally admonish an employee, or discuss other disciplinary action, it will be done in a private manner that will minimize embarrassment in front of other people.

SECTION 28.5 – INITIATION OF ACTION: Disciplinary action will be initiated within 30 calendar days after an event warranting such discipline, or of the supervisor becoming aware of the event. Initiation of disciplinary action may be delayed pending completion of an investigation or for other valid reasons.

SECTION 28.6 – PROPOSED ACTION: In proposed disciplinary suspensions, reduction in grade, or removals employees will be informed of the proposed action, the reason for the proposed action, and their right to reply.

- A. Normally the employee is given ten (10) calendar days to reply. An extension may be granted for valid reasons if requested by the employee or designated representative.
- B. The employee is allowed a reasonable amount of official time to prepare and submit the reply. The Employer determines the time allowed based on the facts and circumstances in each case; however, this time may be extended upon written request.
- C. The final action will become effective no earlier than fifteen (15) calendar days from receipt of the proposed action.

SECTION 28.7 – RECORD KEEPING: The following rules apply to maintenance of disciplinary actions in an employee's records:

- A. Annotation of an oral admonishment is placed in the employee's SRE and removed no more than twelve (12) months after the effective date of the action.
- B. A Letter of Reprimand is placed in the employee's Official Personnel Folder (OPF) and removed no later than two (2) years after the effective date of the action.
- C. A Suspension is placed in the employee's OPF and removed no later than three (3) years after the effective date of the action.

SECTION 28.8 – LAST CHANCE AGREEMENTS: The Union will be notified and given an opportunity to be present when management offers a bargaining unit employee a last chance agreement.

ARTICLE 29 – PROBATION AND PERFORMANCE EVALUATIONS

SECTION 29.1 – PROBATIONARY PERIOD: Probationary periods test the employee's ability, suitability, and fitness for the job as shown by actual job performance. An employee may be separated during probation if warranted.

- A. A twelve (12) month probationary period is required for all regular and flexible employees.
- B. Employees appointed to time limited (NTE) appointments will not serve a probationary period.
- C. Creditable time toward probationary period:
 1. Time served by a person who has completed a probationary period and who is appointed either in the same Services Squadron within six (6) months after separation without cause, or as the result of a transfer of function.
 2. Time served in NAF probationary status at other AF installations is credited toward the twelve (12) month probationary period when there is no break in service of a single day and the work performed is in the same line of work. The HRO makes the same line of work determination.

SECTION 29.2 – RATING PERIOD: The rating period for NAF employees is 1 October through 30 September of each year. Official employee ratings will become effective for use in personnel decisions within 45 days of the end of the rating period.

SECTION 29.3 – PERFORMANCE STANDARDS AND REQUIREMENTS: The Employer provides each employee with a Position Guide containing performance standards at the time of hire and/or when changes are made to performance standards. Supervisors brief employees on their work performance requirements and performance expectations. Employees are encouraged to review their performance standards and make suggestions when discrepancies exist between the standards and actual work performed. Employees will not be evaluated on changes made to performance standards within the 90 day period prior to the end of the rating year.

SECTION 29.4 – RATING OFFICIAL: Normally, the immediate supervisor is the rating official and the next level supervisor is the reviewing official. When the rating official changes or departs during the rating period and has supervised the employee for 90 days or more, a close-out appraisal and discussion will be accomplished. This evaluation serves as information for the new supervisor. If the rating official has supervised the employee for less than 90 days, all documentation concerning the employee's performance is transferred to the new supervisor.

SECTION 29.5 – MIDYEAR PERFORMANCE REVIEW: The supervisor (rating official) must meet with the employee near the midpoint of the rating period to discuss performance, review the plan for currency, and inform the employee of progress or possible discrepancies. This meeting will be documented in the employee's SRE (previously AF Form 971). The employee may make written comments in response to any performance review.

SECTION 29.6 – RATING PROCEDURES: The rating official rates the employee then forwards the signed form to the reviewing official who finalizes and signs the form. The rating official then meets with the employee to discuss the rating. The employee is given a copy of the rating. Employees who object to the rating assigned can grieve under the negotiated grievance procedure.

SECTION 29.7 – PERFORMANCE BELOW SATISFACTORY: Supervisors will inform employees when their performance is not meeting any required standard. The supervisor will explain how the employee's performance is deficient with recommendations on how the employee can improve; including but not limited to, additional instruction, training, and increased supervision.

ARTICLE 30 – SUPERVISOR'S RECORD OF EMPLOYEE (SRE)

SECTION 30.1 – DEFINITION: The Supervisor's Record of Employee (previously AF Form 971) is the immediate supervisor's personal and confidential record of an employee.

SECTION 30.2 – COUSLING: Counseling by the supervisor will be conducted in private. An employee will be given the opportunity to discuss and initial any entry on the supplemental (narrative) portion of the SRE. Employees' initials indicate only that they are personally aware of an entry and do not indicate agreement or disagreement. Counseling entries will be removed twelve (12) months after the effective date.

SECTION 30.3 – ACCESSIBILITY: The SRE contains confidential and sensitive information that is personal to the employee. Therefore, SRE's will be secured so that access is limited to persons having an official requirement to review forms. The concerned employee and/or the properly designated representative may review the SRE upon request. The SRE will be furnished to employees in a reasonable period of time during their regular duty hours, contingent upon work load and/or availability of the supervisor. The SRE will be maintained IAW the provisions of the Privacy Act of 1974.

SECTION 30.4 – SUPERVISOR CHANGE: When an employee's supervisor is changed the up-to-date SRE is transferred to the new supervisor. When an employee moves to a different activity the losing supervisor sends the complete and up-to-date SRE to the gaining supervisor within ten (10) workdays.

ARTICLE 31 – IN-SERVICE PLACEMENT

SECTION 31.1 PURPOSE: This article specifies procedures for consideration of unit employees for change, as a result of the employee's application, to a higher grade or higher representative rate (promotion), voluntary change to lower grade or lower representative rate (demotion), or voluntary change from Flexible to Regular category. An employee may be placed without regard to this article when:

- A. the position is upgraded or changed to a higher representative rate through normal job growth resulting in gradual accretion of additional duties which were not a planned management action;
- B. to correct a classification error;
- C. to comply with a new classification standard; or
- D. in other non-competitive actions authorized by governing regulations.

SECTION 31.2 – JOB LISTING AND APPLICATION: All positions serviced by the Human Resources Office on Charleston Air Force Base will be announced and posted on a continuous basis on the job listing. The Union will be provided a copy of the job listing and subsequent changes. Employees may apply for any of these positions at anytime duty their NAF employment. Applications (currently AF Form 2550) will remain on file for consideration until the employee is placed, regular employment is terminated, or the employee request no further consideration. However, employees do not have to apply for position in the activity they are currently employed.

SECTION 31.3 – SELECTION:

- A. Supervisors an/or activity managers may select within their activity for existing vacancies. Supervisors should consider qualifications, performance, reliability, skills, education, and seniority when making selections. Supervisors can promote, reassign, change an employee from flexible to regular, or make temporary assignments as business dictates.
- B. If selection is not made within the existing activity, supervisors may select any candidate for which an application is on file with the HRO.
- C. Employees selected for promotion normally will be promoted the first pay period following selection. A promotion may be delayed to enable an employee to earn a step increase.

SECTION 31.4 – RECORDS REVIEW: Employees are responsible for periodically reviewing their personnel record to assure that all experience and training is properly recorded. Employees may obtain experience briefs from the HRO.

SECTION 31.5 – IMPROPER CREDIT FOR EXPERIENCE: Employees who believe their experience was not properly credited under the governing qualification standards are encouraged to discuss their complaints with the HRO.

SECTION 31.6 – TEMPORARY PROMOTION: Assignment to an established higher grade position or to a position with known promotion potential for more than 60 days will be made in accordance with applicable agency regulations.

ARTICLE 32 – DETAILS

SECTION 32.1 – DEFINITION: A detail is a temporary assignment of an employee to a different position without a change in pay for a specified period with the employees returning to regular duties at the end of the detail. Employees do not have to meet

qualifications requirements for duties to which they are detailed. Additional duty assignments of related work are not details. A detail will not be used to give a employee preferential treatment.

SECTION 32.2 – NOTIFICATION AND DURATION: When an employee is detailed, the supervisor will tell the employee the reason(s) for the detail, the nature of duties expected to be preformed, and the anticipated length of the detail. A detail will not exceed the time limits specified in agency regulation. Supervisors are encouraged to rotate employee volunteers on details to higher grade position or to positions with known promotion potential

SECTION 32.3 – DOCUMENTAITON: All details will be recorded on the SRE (AF Form 971). In order to obtain credit for details, the employee should submit a supplemental qualification statement (currently SF 172 for NAF use) to the HRO. Qualification statements should be verified by the supervisor and/or supported by the SRE

ARTILCE 33 – BUSINESS BASED ACTIONS (BBAs), DEMOTIONS, AND INVOLUNTARY REASSIGGNMENTS

SECTION 33.1 – DEFINITION OF TERMS: A BBA (formally RIF) is a reduction in employment category or pay rate, a change to lower grade, a furlough of eight calendar days or more, or a separation action initiated by management for non-disciplinary reasons. BBAs are used to adjust resources in response to reorganization, realignment of workload, elimination of duties or responsibilities from a position, lack of funds, or from a need to be competitive with pay in the local labor market. BBAs are not used to address performance or conduct deficiencies, or to downgrade a position because of a change in classification standards, or correction of misclassification.

SECTION 33.2 – AUTHORITY: BBA provisions cover both regular and flexible employees. All Business Based Actions will be conducted in accordance with the applicable agency regulations and this Article. Every effort will be made to minimize adverse effect on employees, taking into consideration skill needs and budget requirements.

SECTION 33.3 – COMPETITIVE AREAS: For BBA purposes, the competitive are is defined as the NAF Flight in which affected employees are assigned. Employees are separated into the categories below based on a retention score, and compete with other in the same category. To effect the BBA, employees in Category 1 with the lowest total Retention Score are affected first, the next lowest total score second, ect., until all Category 1 employees are exhausted. The process continues through Category 2, then Category 3 employ4ees. The last affected are Category 4 employees.

- Category 1 – Flexible employees on the rolls of the NAF flight effecting the BBA for less than three continuous years.
- Category 2 – Regular employees currently serving a probationary period as a result of initial appointment to AF NAF employment
- Category 3 - Flexible employees on the rolls of the NAF flight effecting the BBA for at least three continuous years.
- Category 4 - Regular employees who completed their probationary period.

SECTION 33.4 – RETENTION SCORE AND RANKING: Retention scores are based on the RIF Service Computation Date (RIF-SCD) for regular employees or Length of Service (LOS) for flexible employees, plus the total score on the Work Behavior Factors of the last three (3) NAF Performance Evaluations. If an employee has fewer than three evaluations on file, the HRO assigns a presumptive rating of “satisfactory,” (Rating Code “3”) on each Work Behavior Factor. Affected employees are ranked on a BBA register in order of their retention scores. For example, a regular employee with a RIF-SCD of 5 Jun 87 and a Rating Code of “4” on each of the Work Behavior Factors for the last three Performance Evaluations (Total 60 points) would have a Retention Score computed on 15 Sep 97 as follows:

Date BBA register prepared:	97-09-15
Subtract BBA RIF-SCD:	- <u>87-06-05</u>
Difference	<u>10-03-10</u>
Add retention evaluation point credits:	+ <u>60-00-00</u>
Total Retention Score:	70-03-10

SECTION 33.5 – NOTIFICATION: Management agrees to inform the Union of the possibility of a BBA as for in advance as practical to minimize the spread of rumors and disruption of the workforce. This initial contact may be either verbal or written. Official written notification of a BBA will be provided to affected employees and the Union simultaneously, as follows:

- A. Category 1,2, and 3 employees: At least fourteen (14) calendar days prior to effective date of action.
- B. Category 4 employees: At least thirty (30) calendar days prior to effective date of action.
- C.

SECTION 33.6 – DEMOTIONS: The Employer will not change an encumbered position to a lower grade or pay band solely to meet budget limitation, unless assigned duties and responsibilities are changed.

SECTION 33.7 – INVOLUNTARY REASSIGNMENT: When the Employer involuntarily reassigns an employee within the competitive area from a position being abolished to an unencumbered vacant position for which the employee qualifies,

consideration will be given first to a volunteer and then to an employee based on retention standing. Employees involuntarily reassigned will be given the reasons and allowed to reply. Changes in an employee's position description, not resulting in assignment to a different position, are not considered reassignments.

ARTICLE 34 – INCENTIVE AWARDS

SECTION 34.1 – PURPOSE: The goal of the CAFB Incentive Awards Program is to recognize employees for outstanding performance, improve morale, and increase productivity. Public recognition of award recipients for their special contribution, community involvement, suggestion, ect. is the most effective way to achieve this goal.

SECTION 34.2 – NOTIFICATION: There are many awards available for employee recognition. These include monetary, honorary, functional area, civic, special purpose, and heroic deed awards. Supervisors are strongly encouraged to recognize their employees by fully participating in this program. Employees are encouraged to participate by providing suspended award nomination, the employer will publicize information and notify the Union.

SECTION 34.3 – PUBLICITY: To ensure maximum recognition the Employer will publish quarterly a list of all incentive awards and recipients in the civilian newsletter or equivalent publication.

SECTION 34.4 – GROUP PERFORMACNE AWARDS (GPAs):

- A. The Employer will utilize a baseline productivity level using the Morale Welfare Recreation Fund (MWRF) goal established by Air Mobility Command to determine the funds available for GPAs. The baseline productivity level is expressed in terms of a percentage of the Net Income Adjusted for Depreciation (NIAD) calculated during the fiscal year (the period 1October through September). Two conditions must exist to trigger the award process:
 - 1. All MWRF activities must be at a minimum of “Break-Even” NIAD.
 - 2. The entire MWRF NIAD must be in excess of eight percent (8%).
- B. When the GPA process is triggered the funds available are determined as follows:
 - 1. MWRF NIAD= 0% to 8%.....No Award
 - 2. MWRF NIAD> 8% to 13%.....1% of Annual Payroll Expense
 - 3. MWRF NIAD> 13%.....1.5% of Annual Payroll Expense
- C. The GPA funds will be paid to bargaining unit employees based on their annual performance rating. “Satisfactory” is the minimum rating to be eligible for a GPA.
- D. A committee of two Union representatives and two Employer representatives will meet and determine the award distribution levels

(dollar amount of award) for each performance rating after all performance ratings have been finalized. GPAs will be presented near the end of November following the fiscal year of accrual.

ARTICLE 35 – EQUAL EMPLOYMENT OPPORTUNITY (EEO)

SECTION 35.1 – POLICY: The Employer and the Union agree to cooperate in providing equal employment opportunities to all persons. EEO complaints in the informal stage are confidential between the employee and the counselor. Once a formal complaint has been filed, the investigation will be conducted in compliance with applicable law and regulation.

SECTION 35.2 – ADVISORY COMMITTEE: The Union may designate one representative to serve on the base's Equal Employment Opportunity Advisory Committee, subject to Section 7.3.

SECTION 35.4 – REPRESENTATION: An employee discussing a problem of alleged discrimination with a EEO counselor or at any step of the EEO complaint procedure has the right to be accompanied by a representative of choice, if the employee desires representation. If the employee selects a union representative, that representative has the right to attend any subsequent meeting, hearing, investigation or discussion involving the employee concerning the complaint. An employee's representative will be furnished a copy of cover letters, decision and other official correspondence sent to the employee in the course of processing the complaint.

SECTION 35.5 – PROTECTION: Persons who allege or participate in allegations of discrimination against the Employer are free from restraint, interference, coercion, discrimination or reprisal.

ARTICLE 36 – NEPOTISM AND FAVORITISM

The Employer and Union recognize nepotism and favoritism are not acceptable. The Employer will investigate substantive allegations of improper supervisor-subordinate relationships made by the Union or an employee and take corrective action if warranted. Employees who are unaware of the appropriate channel for filing a complaint may contact the HRO or the Union for guidance.

ARTICLE 37 – GRIEVANCE PROCEDURE

SECTION 37.1 – PURPOSE: This is the single procedure available to bargaining unit employees for the resolution of grievances covered by Section 37.3. (Note: If an Alternate Dispute Resolution (ADR) procedure is established at CAFB, it may be used in lieu of the grievance procedure.)

SECTION 37.2 – RIGHT TO GRIEVE: A grievance filed by an employee must concern a matter directly personal to that employee. Most complaints can be settled promptly and satisfactorily on an informal basis with the immediate supervisor. The Employer and the Union will make every effort to settle complaints at the lowest possible level. Filing a grievance will not reflect unfavorably on an employee's good standing, performance, or loyalty to the organization.

SECTION 37.3 – SCOPE: A grievance means any complaint:

- A. by the employee or the labor organization on any matter relating to the employment of the employee; or
- B. by an employee, labor organization or agency concerning:
 - 1. an alleged breach of this agreement, or
 - 2. any alleged violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- C. Matter that may not be grieved are:
 - 1. Any claimed violation relating to prohibited political activities.
 - 2. Retirement, 401 (k), life insurance, or health insurance.
 - 3. A suspension or removal under the National Security Act.
 - 4. Any examination, certification, or appointment.
 - 5. The classification of any position that does not result in the reduction in grade or pay of an employee.
 - 6. The termination of Temporary and Probationary employees.
 - 7. Matters for which statutory appeals procedures exist, such as allegations of discrimination on the basis of race, color, religion, sex, national origin, age, or handicap.
 - 8. Business Based Actions (BBA's).
 - 9. Any matter relating to wage or salary or schedules.

SECTION 37.4 – GRIEVABLE DISPUTES: Questions over whether a grievance is a matter subject to this grievance procedure or is procedurally sufficient may be submitted to arbitration as follows:

- A. If either party declared a grievance non grievable or non arbitrable, the original grievance will be considered amended to include this issue.
- B. If the issue of grievability/arbitrability is raised when a grievance is referred to arbitration, the grievability/ arbitrability issues will be heard as specified in Article 38 – Arbitration.

SECTION 37.5 – REPRESENTATION: Any employee or group of employees in the bargaining unit may present a grievance to the Employer. Employees who do not wish Union representation may choose a non-union representative or represent themselves. However, the Union has the right to be present at all grievance meetings to protect the interest of other employees in the bargaining unit and maintain contract compliance.

SECTION 37.6 – ADHERENCE TO TIME LIMITS: The time limits specified in the grievance procedure are critical to prompt and effective problem resolution. Time limits must be met; however, they may be extended by mutual consent.

- A. If the employee does not meet time limits in this procedure the grievance is considered withdrawn.
- B. If the Employer does not meet time limits in this procedure the grieving party may elevate the action to the next appropriate level. A Union-initiated grievance on noncompliance of contractual time limits may be filed with appropriate third step official.
- C. For the purpose of computing the time limits specified in this article terminology such as “within the fourteen (14) calendar days after notification” means excluding the day on which notification occurred and counting the next day as “day one” ect., with the period concluding at close of business of “day fourteen”.
- D. If any aspect of the grievance procedure is due on a Saturday, Sunday, or holiday, and the Employer or Union offices are closed on that day, the submission will be due on the next official administrative workday.

SECTION 37.7 – ACCESS TO INFORMATION/DOCUMENTATION: The Employer, Union, and/or the employee will produce relevant documents specifically requested for the purpose of substantiating or refuting claims of the parties.

SECTION 37.8 – WITNESSES: Either party may call a reasonable number of witnesses. The Employer will arrange for witnesses employed at CAFB to appear at hearings or meetings scheduled in connection with a grievance. Either party may interview or consult privately with any witness.

SECTION 37.9 – NATIONAL REPRESENTATIVE: A national representative of the American Federation of Government Employees may participate in any grievance proceeding above Step 1.

SECTION 37.10 – RECORD KEEPING: At each step beyond Step 1, the deciding official makes a written summary of the proceedings and the decision. These documents, together with the written complaint, documentary evidence, and written decision at each step, constitute the grievance file on the case and are forwarded to the next step official. When the case is completed, the entire file will be filed in the Human Resources Office.

SECTION 37.11 – EMPLOYEE-INITIATED GRIEVANCE:

- A. Step 1. An aggrieved employee who wishes to grieve under this procedure must specifically state to the Employer that this is a “grievance” and identify the grievance as one under this negotiated grievance procedure.
 - 1. An employee must bring a grievance to the supervisor’s attention, either verbally or in writing, within fourteen (14) calendar days of:
 - a. the event that gave rise to the grievance or,

- b. the date the employee became aware of the event.
 2. The employee normally presents a grievance to the immediate supervisor first. If the grievance involves that supervisor, the grievance may be presented to the next level supervisor. When the dissatisfaction concerns relationships with or actions taken by an official, the grievance may be presented to that official, except that a Step 1 grievance may not be presented directly to a Step 3 or higher official. When the dissatisfaction concerns relationships with or actions taken by an official outside of the employee's chain of command, the management official whom the grievance is presented may arrange for an official of another organization to be the deciding official in this grievance.
 3. The supervisor discussed the grievance with the employee and a representative, if designated, within seven (7) calendar days of being made aware of the grievance. If the employee has not designated a Union representative, a Union official will be given the opportunity to attend and present the Union's views. A labor relations specialist may be present as an advisor. A decision will be rendered within fourteen (14) calendar days of the grievance discussion.
- B. Step 2.
 1. If the grievance is not resolved at Step 1, the employee has fourteen (14) calendar days from the date of decision to present the grievance package to the Step 2 official.
 2. The grievance package is normally presented to the Flight Chief (or designee). However, if this official rendered the decision under Step 1, the grievance will be presented at Step 3.
 3. The Step 2 grievance will be in writing and contain:
 - a. employee's name, duty phone, and address;
 - b. representative's name, duty phone, and address;
 - c. specific nature of the grievance (time, place, date of event, and other information);
 - d. efforts made to resolve the grievance under Step 1, the decision rendered, and the reason the grievant considers the decision to be unsatisfactory;
 - e. the contractual provision (s) allegedly violated, if applicable; and
 - f. remedy or corrective action desired.
 4. Within seven (7) calendar days of receiving the grievance package, the Step 2 official, employee, and/or employee representative will schedule a meeting to discuss the grievance. This meeting will include the Step 2 official, the employee and/or employee's representative. A labor relations specialist may be present as an advisor. A written decision will be rendered within fourteen (14) calendar days of the grievance discussion.
- C. Step 3

1. If the grievance is not resolved at Step 2, the employee has fourteen (14) calendar days from the decision to present the grievance package at Step 3 to the Squadron Commander (or designee). The employee or representative will notify the Step 2 official (in writing) to forward the grievance package to the Step 3 official.
 2. Within seven (7) calendar days after written notification of a Step 3 grievance, the Step 3 official discussed the grievance with the employee and not more than three representative from each side.
 3. The Step 3 official issues a written decision to the employee and the Union within fourteen (14) calendar days from the discussion.
- D. Step 4. If a grievance is not resolved at Step 3, the Union may invoke arbitration (with or without concurrence of the employee). If the Union intends to take a grievance to arbitration, they notify the Support Group Commander (or designee) in writing within 30 calendar days of the Step 3 decision.

SECTION 37.12 – UNION OR EMPLOYER-INITIATED GRIEVANCE: Union or Employer-initiated grievance will be presented within (14) calendar days of the occurrence of the event of action. The grievance will be presented at the level with the authority to address the concerns, or another mutually agreed upon level. Grievances may be presented using the procedure in Section 37.11 or as the single step before arbitration at the Squadron Commander (or designee)/Union President level.

ARTICLE 38 – ARBITRATION

SECTION 38.1 – AUTHORITY: Only the Union or Employer may take a grievance to arbitration. Written request for arbitration must be served within 30 calendar days following conclusion of the grievance procedure.

SECTION 38.2 – PROCEDURE:

- A. Selecting the Arbitrator.
 1. Within seven (7) calendar days the parties jointly request a list of seven (7) arbitrators with federal sector experience from the Federal Mediation and Conciliation Service (FMCS).
 2. The parties meet within fourteen (14) calendar days after receipt of the list to select an arbitrator. If they can't agree on an arbitrator from the list, they flip a coin (once) and alternately strike names from the list, loser strikes first. The remaining name is the selected arbitrator.
- B. Arbitration Hearing.
 1. The arbitrator will use the same procedure, criteria, and standards as the Merit Systems Protection Board in hearing and ruling on the case.

2. The arbiter will not hold the hearing or require submission from the parties earlier than a mutually agreeable date.
3. Arbitration hearings will be heard during the regular day shift hours of the basic workweek.
4. IF the parties don't agree on a joint submission of the issue for arbitration, each submits a separate issue and the arbitrator determines the issue(s) to be heard.
5. The arbitrator make all arbitrability determinations. If either party declares an issue non arbitrable or untimely, the arbitrator will hear arguments regarding both the arbitrability and merits of the case at the same hearing. However, the parties may mutually agree otherwise in highly complex cases that might involve several days of hearings.
6. Except as mutually agreed by the parties, arbitration hearings will be oral proceedings with non verbatim transcript.

C. Witnesses.

1. Both parties may call and cross-examine witnesses before the arbitrator.
2. All witness will be on official time. The Union will give fourteen (14) calendar days prior notice to the Employer so that witness work schedule can be rearranged.

SECTION 38.3 – COST OF ARBITRATION: The fee and expenses of the arbitrator are shared equally by the Employer and the Union. Travel and per diem will not exceed the maximum rate payable to DOD employees under the JRT.

SECTION 38.4 – ARBITRATOR'S DECISION:

- A. When making a decision the arbitrator is bound by law and government-wide regulations and will consider other applicable regulations that are binding on the Employer.
- B. The arbitrator will render a decision within 30 calendar days after the end of the hearing unless the parties mutually extend the time limit. The arbitrator's award binds the parties except when set aside or modified by the Federal Labor Relations Authority (FLRA), any applicable federal court decision, or agreement between the parties.
- C. Any dispute over application of an arbitrator's award will be returned to the arbitrator for settlement. This does not preclude an appeal by either party.
- D. Either party may file an exception to an award with FLRA within 30 calendar days of the date the award is served. Any changes in existing conditions required by the award will not be implemented until FLRA renders a decision.

ARTICLE 39 – SMOKING POLICY

Smoking will be in compliance with DOD policy. The employer and union will work together to determine the most logical location for smoking facilities.

ARTICLE 40 – EMPLOYEE SERVICES

SECTION 40.1 – BREAK AREAS: The employer will continue to provide areas, including equipment, to be used for breaks, lounges, meals, ect. Additional areas may be established on an as needed and as available basis.

SECTION 40.2 – CHILD CARE: Civilian employees are allowed to use the installation Child Development Center on a space available basis. On base, licensed, private Family Day Care Providers may be available. The Child Development Center will provide a referral list upon request.

SECTION 40.4 – HANDICAPPED FACILITIES: The employer will continue to provide handicapped employees with parking spaces, access ramps, and other facilities in accordance with applicable laws and regulations.

SECTION 40.5 – EMPLOYEE ASSISTANCE PROGRAMS: All interest employees may participate in the Employee Support Program (ESP), the Employee Assistance Program (EAP), and a Drug/Alcohol Awareness Seminar conducted by the Social Actions staff.

ARTICLE 41 – RETIREMENT/VOLUNTARY SEPARATIONS

SECTION 41.1 – COUSELING: The employer will provide counseling to employees anticipating retirement. Counseling will inform the employee of entitlement/benefits under the existing retirement systems. Employees who believe they are physically disabled for their current position will receive counseling on their options upon request.

SECTION 41.2 – RESIGNATION/RETIREMENT REQUEST WITHDRAWAL: The employer may allow an employee to withdraw his/her resignation/retirement request at any time before it has become effective. The employer may decline a request to withdraw a resignation/retirement before it is effective date only for a valid reason. This reason must be explained to the employee. A valid reason includes, but is not limited to, administrative disruption or hiring (or the commitment to hire) a replacement.

SECTION 41.3 – RETIREMENT CEREMONY: A retirement ceremony may be held in recognition of a retiring employee's NAF service career. The ceremony is optional and will be held with the approval of the employee.

ARTICLE 42 – PUBLICATION AND DISRIBUTION OF AGREEMENT

The Employer and the Union will determine the format, font, and cover style of this agreement. The Employer will publish and distribute the agreement.

ARTICLE 43 – EXECUTION, AMENDMENT, AND DURATION OF AGREEMENT

SECTION 43.1 – DURATION: This Agreement will remain in effect for three (3) years from the date it is approved by the Department of Defense or as stated in 5 USC 7114.

SECTION 43.2 – AUTOMATIC RENEWAL: This Agreement is automatically renewed for one (1) year unless either party notifies the other in writing of an intention to negotiate a new agreement. This notification must be made during the 105 to 60-day period prior to expiration.

SECTION 43.3 – CHANGES TO SPECIFIC SECTIONS: By mutual consent a specific section(s) may be opened for re-negotiation at any time.

SECTION 43.3 – NO PRECEDENT: The waiver or breach of any condition of this agreement is not a precedent in the future enforcement of any or all terms and conditions herein.

In Witness Whereof the Parties Hereto Have Executed This Agreement

on the

26th day of January, 1998

For

Charleston Air Force Base, South Carolina

and the

American Federation of Government Employees, Local 1869

The following people also made valuable contributions to this agreement: