

NEGOTIATED AGREEMENT

between

TRAVIS AIR FORCE BASE,

CALIFORNIA

and the



**NONAPPROPRIATED FUND
EMPLOYEES UNIT
AFGE, LOCAL 1764**

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PREAMBLE

Section 1. This Agreement is made and entered into by and between Travis Air Force Base, California, referred to as the Employer, and Local 1764, American Federation of Government Employees (AFL-CIO), referred to as the Union, and collectively known as the Parties.

Section 2. The Employer and the Union recognize that the public interest requires high standards of employee performance and the continued development and implementation of modern and progressive work practices to ensure efficient accomplishment of the operations of Government. Therefore, effective collective bargaining is in the public interest. Consistent with this policy, employees are guaranteed the right to participate in the formulation and implementation of personnel policies and practices relating to their conditions of employment through such collective bargaining in those areas in which bargaining is appropriate in the Federal Service, and pursuant to policy set forth in Title VII, Public Law 95-454.

Section 3. The following articles constitute the entire Agreement, and there shall be no side agreements or understandings, written or implied, other than those embodied in the Agreement. Each Party, for the life of the Agreement, recognizes that the agreement is subject to the “covered by” determination of the FLRA.

ARTICLE 1: RECOGNITION AND UNIT DETERMINATION

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

Section 2. The Exclusive Unit covered by the terms of this Agreement is defined as follows:

Included: All employees of the Nonappropriated Fund (NAF) Instrumentalities, located at Travis Air Force Base, California, and served by the Central Civilian Personnel Office at Travis Air Force Base, California.

Excluded: Professional employees, employees engaged in Federal personnel work in other than a purely clerical capacity, management officials and supervisors as defined in the law.

Section 3. The Parties note that the Human Resources Office (HRO) is the servicing Civilian Personnel Office. The employees of the Army and Air Force Base Exchange are excluded because they are in a separate unit. General exclusions from the bargaining unit are now as specified in PL 95-454 and would additionally include confidential employees.

ARTICLE 2: PURPOSE

The Employer and the Union representing the Nonappropriated Funds (NAF) Unit employees desire to enter into a Labor-Management Agreement which will have for its purposes, among others, the following:

- a. to promote fair and reasonable working conditions;
- b. to promote improved programs designed to aid the employees in achieving their acknowledged and recognized objectives;
- c. to promote the highest degree of morale and responsibility at Travis Air Force Base, California;
- d. to adjust promptly all differences arising between them related to matters covered by this Labor-Management Agreement;
- e. to promote systematic employee-management cooperation between the Employer and its employees; and
- f. to provide a safe and healthful work environment.

ARTICLE 3: MATTERS APPROPRIATE FOR DISCUSSION AND NEGOTIATION

Section 1.

- a. The Employer agrees to provide the Union copies of all changes in personnel policies, practices, or other matters affecting work conditions of employees in the bargaining unit. The Union shall be given a reasonable amount of time, not to exceed ten (10) calendar days from receipt of the proposal to perform any research and review and schedule a meeting with management to discuss the change.
- b. The Employer further agrees to furnish the Union changes in any Air Force Regulations and directives applicable to NAF.

Section 2. In those instances where the Parties are unable to reach agreement on a matter, the Union reserves its rights to exercise any rights it may have under the law to negotiate such issues.

Section 3. All written agreements or memoranda of understanding reached under provisions of this Article shall be enforceable under the terms of the negotiated grievance and arbitration procedures.

ARTICLE 4: RIGHTS OF THE EMPLOYER

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

Section 2. The provisions of this Article shall apply to all agreements between the Parties.

Section 3. It is agreed and understood that management retains the right:

- a. to determine the mission, budget, organization, number of employees, and internal security practices of the agency;

b. in accordance with applicable laws—

—to hire, assign, direct, layoff, and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

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

—with respect to filling positions, to make selections from among properly ranked and certified candidates for promotion, or any other appropriate source; and

—to take whatever actions may be necessary to carry out the Agency mission during emergencies.

Section 4. The Parties agree that nothing in this agreement shall be interpreted to apply to matters outside the bargaining unit, as defined in Article 1, Recognition and Unit Determination, or to limit or restrict the Employer's right to make decisions regarding or manage nonbargaining unit personnel or positions.

Section 5. The provisions of this Article shall apply to all agreements between the Parties.

ARTICLE 5: UNION REPRESENTATION/ OFFICIAL TIME

Section 1. The Employer agrees to provide official time pursuant to this article for a reasonable number of stewards from employees within the bargaining units, not to exceed one per every 50 bargaining unit employees. In addition, one Chief Steward will be recognized and this individual will not be included in this number. The Union will provide the Employer a list of the designated stewards, and indicate if they are assigned to any specific organizations. When there are changes in assignments or designations, the Employer will be notified. The Parties agree that the effective distribution of union workload enhances a sound labor-management relationship and contributes to the efficiency of the activity operation.

a. The Employer recognizes that Stewards perform authorized and necessary functions which are important to the labor-management relationship. Therefore,

Stewards will not be penalized in any way for their participation in authorized Union related matters.

- b. In addition, the Employer will recognize one NAF Chief Steward, who will be granted 4 hours per day not to exceed 20 hours per week. It is understood that the 4 hours are not cumulative, and therefore, cannot be banked. Also, the 4 hours should only be utilized in connection with the official steward responsibilities described in Section 2. The Chief Steward's official time will normally be scheduled to fall at the same time every day. Additional official time may be granted where such is necessary to permit attendance at meetings with the Employer which could not be scheduled within the normal grant of time.

Section 2. Stewards perform such duties as handling grievances, appeals, attending consultation meetings, being present at pre-disciplinary interviews, representing employees who have received proposed disciplinary actions, etc. Stewards will be authorized a reasonable amount of official time to perform authorized Steward duties for their designated area. Normally, this will not exceed three (3) hours per week. On Step 2 and Step 3 grievances, the Steward will be authorized additional time as needed on a case by case basis, through prior arrangement with the Human Resources Office. The Parties agree that when the Steward is designated as a personal representative of the employee, the Steward would also utilize duty time as may be authorized in other regulations of the Employer, such as for discrimination complaints. It should be noted the parties have agreed that as long as there is only one NAF steward assigned that steward will be allowed to normally use up to 6 hours a week. However, at the point there are two or more stewards assigned, then the normal number of hours authorized for all stewards except for the Chief NAF Steward will be three hours per week.

Section 3. Stewards desiring to use official time shall obtain permission from their immediate supervisor when they desire to leave their work assignments to properly and expeditiously carry out their duties in connection with the Employer/Union Agreement. In situations where the workload in a Steward's area precludes official time by the Steward's supervisor, the supervisor shall specify an alternative time which will usually be within 24 hours. When contacting an employee, the Steward will first report to and obtain permission to see the employee from the supervisor, and such permission will be granted unless the work situation or an emergency demands otherwise. If the immediate supervisor is unavailable, permission will be requested from the next level of supervision. Stewards thus engaged will physically report back to his or her supervisor upon expiration on the official time, unless the time approved will extend to, or exceed, the end of the workday, and the representative informs the supervisor that such is the case.

Section 4. A Union Representative Log will be maintained for each Steward and Union Official by the Employer. The log will be completed by the Union Representative and approval for each absence will be signed by the Employer. The log will be maintained on

a continuing basis. The log will be sent to the HRO by the supervisor within five (5) work days after the end of each calendar quarter. A copy will be provided to the Union office.

Section 5. Union Stewards may receive only brief telephone calls at work, which will not interfere with production or office efficiency. This brief time for calls will be subject to the log described in Section 4, above, but will not count towards the grant of official time.

Section 6. Meetings. Official time is authorized for any meetings scheduled or agreed to by the Employer to promote Partnerships, union-management cooperation, Alternative Dispute Resolution, or attendance by a Union Representative at various meetings or committees authorized by this agreement, such as EEO, safety, Quality Council, etc. The representative may also use a reasonable period of time prior to the meeting to prepare, as appropriate to the situation.

Section 7. It is agreed and understood that any authorization of official time is solely to permit release of the union representative from the normal work schedule. The Employer may temporarily adjust the union representative's work schedule to allow use of official time in appropriate instances where the representative would otherwise be in a nonduty status. Such arrangements are to be made with the Employer's designated official.

Section 8. Official time is not authorized for any tasks related to internal union business as provided in law and decisions of the Authority. In addition, it is agreed and understood that any use of official time in this contract relates solely to issues in the NAF bargaining unit covered by this contract.

Section 9. Upon request of the Local Union, the Employer agrees that district and national representatives of the Union will be admitted to the installation.

Section 10. The Union and the Employer agree that the successful implementation of this Agreement will be largely dependent upon the degree to which supervisors and Union Officials and Stewards thoroughly understand and consistently abide by the provisions incorporated herein. The Union agrees that Shop Stewards and Officers of the Union will be provided appropriate training by the Union concerning the interpretation and application of the provisions of this Agreement and those portions of regulations and the law dealing with labor/management relations. The purpose of such training will be to provide an understanding of the provisions of this Agreement and to provide a basis for orderly and efficient discussion and resolutions of employee relations problems as they occur.

Section 11. The employer agrees to allow stewards two hours (lunch time included) to attend monthly union sponsored steward training. It is agreed and understood that no portion of these sessions will be used to discuss or inform on matters which are internal union business.

Section 12. The Parties agree that NAF representational duties involving use of official time will be performed by Stewards or Officers who are in the NAF bargaining unit. Exceptions will be permitted when it will promote effective dealings.

Section 13. The Employer agrees to grant duly elected officials and representatives of the Union administrative leave in conjunction with attendance at a training session sponsored by the Union or other such activities, provided the subject matter of such training is in the best interest of the Government. Administrative excusal for this purpose should cover only such portions of such training sessions as to meet the foregoing criteria and will normally not exceed fifty (50) hours for any individual within a twelve (12) month period. Subject to the same criteria and limitations, an employee who is a representative of the Union with responsibilities under the Federal Wage System (FWS) may also be excused for the purpose of attending a training session sponsored by the Union concerning FWS policies and operations. Approval of administrative leave requests will be subject to workload and mission requirements during the period of leave. A maximum total of administrative leave will not exceed three hundred twenty (320) hours in a twelve (12) month period. The Union will submit a written request for administrative leave for training purposes to the HRO for decision. The request will include an agenda concerning the subject matter of the training, dates, times and places, to enable the Employer to make a determination regarding the request.

Section 14. The Employer agrees to approve a request for extended Leave Without Pay for a union representative for up to two years or the term of this agreement, if he or she is a member of the NAF bargaining unit, for that individual to serve full time on union duties.

ARTICLE 6: EMPLOYER/UNION COOPERATION

Section 1. Reasonable space up to one-third will be provided on official bulletin boards for the display of union literature, correspondence, notices, etc, or the Union may put up its own bulletin board. The board provided by the Union can be no larger than two feet by

three feet in size, must meet any applicable requirements, and be appropriate for the proposed location. All posting and removal of material will be done by the Union.

Section 2. Three hundred (300) copies of this Agreement will be furnished to the Union for its use. The cost of printing this Agreement shall be borne by the Employer. Employees of the unit will be provided a copy of this Agreement when it is first approved. New employees will be provided a copy of this Agreement as part of the orientation process.

Section 3. The Union may distribute its newsletter using BITS.

Section 4. The Employer agrees to continue to provide suitable office space to the Union. By prior arrangement, the Union may use available facilities for Union meetings or other special events. In addition, the Employer will provide the following items for the NAF bargaining unit: two (2) additional rooms; computer; facsimile machine; telephone recorder; base telephone line; and additional modular furniture to create a NAF work area within the existing building.

Section 5. The Employer will furnish the Union a list or computerized data every three (3) months of bargaining unit employees, their office symbol, and job title. Other appropriate data may be provided if readily retrievable from the system.

ARTICLE 7: RIGHTS OF EMPLOYEES

Section 1. Participation in Union. In accordance with 5 USC 7102 each employee has the right to freely and without penalty or reprisal to form, join, and assist any union or to refrain from any such activity. The right to assist the Union extends to participation in the management of the Union and to act for the Union in the capacity of a representative, including presentation of its view to officials of the employer, the executive branch, the congress, or other appropriate authorities. Employees have the right to engage in collective bargaining with respect to conditions of employment through representatives of the Union.

Section 2. Access to Union Representation. Employees have the right to contact Union representatives on issues of concern to them. Employees usually contact the Union representative assigned to their work area, if there is one, as noted the list of Union officials maintained on the work center's Union bulletin board. If unable to contact the

assigned representative, the employee must contact the chief steward or the Union office. It is understood that if the employee works swing or grave shifts or on weekends, they should contact any steward who is available at that time. Discussion with appropriate Union representatives will be held at the employee's work site while on duty status, with the following exceptions:

- a. An employee will be permitted to go to the Union office, on official time, for the purposes of preparation of appeals under statutory appeals process, responses to proposed suspensions and adverse actions, statutory hearings, and arbitration. The employee will first obtain permission from his or her supervisor. The length of such visit shall be limited to the amount of time necessary to prepare for the appeal or hearing within prescribed time limits.
- b. In those unique work areas where the supervisor cannot provide a place for confidential discussions with the representative, at or near the work site, the employee shall be permitted to go to the Union office for this purpose.

Section 3. New bargaining unit employees will be furnished a copy of the agreement during new employee orientation. During new employee orientation, the Union will be permitted to give an approximate 10-minute presentation and distribute materials to the new employees. The Union representative will be allowed official duty time to make the presentation. The Union may not solicit membership during such presentation. If the Employer discontinues the new employee orientation class, then alternate arrangements will be made for the Human Resources Office to give new bargaining unit employees a Union-furnished information packet.

Section 4. Employees have the right to visit the Human Resources Office during duty hours. The employee requests permission from the supervisor, who requests an appointment from the Human Resources Office for the employee. An employee wishing to visit the Human Resources Office during non-duty hours may make their own appointment.

ARTICLE 8: EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the Union agree to cooperate in providing equal employment opportunities to all employees within the unit, to prohibit discrimination, and to promote the full realization of equal employment opportunities through a positive and continuing effort.

Section 2. Complaints about discrimination will be handled in accordance with the provisions of applicable laws and regulations.

Section 3. The Employer and the Union agree to cooperate in providing information to each other on equal employment opportunity problems of which they are aware. The Employer and the Union will jointly seek solutions to such problems through personnel management procedures and programs provided for in the applicable regulations.

Section 4. The Employer and the Union will conduct a continuing campaign to eradicate every form of prejudice or discrimination based on race, color, religion, sex, age, national origin, or handicap (physical or mental) in practices of working conditions as may be reflected in the attitudes and actions of personnel.

Section 5. The Union shall be allowed one (1) NAF representative on the Installation EEO Advisory Committee.

Section 6. The Employer agrees to make reasonable accommodations for religious observances, when the employee's personal religious beliefs require that the employee abstain from work during certain periods, including those who observe the Sabbath on days other than Sundays, if this may be done without undue hardship on the Employer.

ARTICLE 9: NEPOTISM

Section 1. Employing or promoting relatives of commissioned officers, noncommissioned officers, and civilian officials who hold administrative positions that give them jurisdiction or control over the employing NAF organization is prohibited. Further, such officials may not advocate a relative's appointment, employment, promotion, or advancement anywhere within the Department of Defense.

Section 2. This does not prohibit employment of a relative of one organization administrator by another organization administrator, provided the relative's employment was not advocated by the related administrator.

Section 3. This policy covers all categories of employment. The prohibition inherent in the policy is to avoid creation of any situation where favored treatment or collusion

among family members may occur. The organization administrator may employ relatives of military or civilian personnel assigned to or employed by the fund, provided the employee is not under the direct supervision of a relative.

Section 4. Relative, for the purpose of this ARTICLE, includes father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, grandparents, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

ARTICLE 10: GENERAL WORKING CONDITIONS

Section 1. The Employer agrees that emergency telephone messages will be delivered to the employee as quickly as possible. The Employer further agrees that official telephones and pay telephones may be used to make calls when necessary to cope with a family or personal emergency. The employee will be required to pay for calls where a bill is incurred.

Section 2. The Employer agrees that in the event more than one (1) employee operates from the same cash drawer, the employee will not be held responsible for shortages or overages that occur without just and sufficient cause.

Section 3. Employees who are required to operate NAF/AF vehicles will be given the appropriate training needed, except for training necessary to meet State of California licensing requirements.

Section 4. It is agreed that tools and equipment required by the Employer to perform duties shall be supplied and kept in a reasonable state of repair by the Employer. It is recognized that employees have the responsibility for safeguarding their tools and equipment and for performing routine operator preventative maintenance. Tools and/or equipment issued by the Employer will remain in the work place. It is understood by the Parties that if an employee is held financially liable due to negligence for the loss or damage to tools and/or equipment, the employee may grieve such action. Financial liability assessment will be deferred if a grievance is filed until after issuance of the Step 3 grievance decision.

Section 5. Uniforms.

- a. The Employer may require the wear of uniforms by employees. The Employer will furnish the employee the appropriate quantity of uniforms, and all laundry and maintenance of the wash and wear uniform will be the responsibility of the employee. Where the uniform is a blazer and requires dry cleaning, the Employer will pay for dry cleaning as necessary, normally not to exceed twelve (12) times a year.
- b. The Employer will issue replacement uniforms due to regular wear and tear, but employees must replace, at their own cost, uniforms which are lost or damaged through negligence.
- c. Where the Employer only requires standard items of dress (such as black pants or skirt and white shirt), these are not designated as uniforms and the employee is responsible for providing such items.
- d. Return of clean and serviceable uniforms is required at time of separation.
- e. In those work centers where the Employer provides contract clothing (such as cook's whites), the Employer agrees to continue to provide laundry service.

Section 6. Break Areas. The Union agrees that where the Employer provides a break area, employees will be responsible for keeping the area in a clean and orderly condition. If space and facilities are available, the Employer will make a good faith effort to provide a break area for employees.

Section 7. Meal Policy. Employees in retail food service facilities will be permitted to purchase one (1) discounted meal per shift, at their work location, so long as they are scheduled for over six (6) hours (e.g., have a meal break). Each facility will have a policy concerning what may be purchased and the cost, not less than a 40% discount. One (1) beverage (coffee, tea, or fountain beverage) may be taken free of charge with the meal. All employees in food service facilities will have a receipt (in plain sight) for meals, food, or beverages they have purchased whether at regular price or the discounted price.

Section 8. The Employer shall follow the guidance set forth in the document "Electronic Funds Transfer/Direct Deposit Procedural Guidance," dated 13 March 2003. Additionally, in circumstances where there has been a delay in the employee's receipt of the electronically transferred funds that is not the fault of the employee, the Employer agrees to provide a "To Whom It May Concern" memorandum explaining the delay and the fact that it is not the fault of the employee, for the employee's use in dealing with creditors.

Section 9. The Employer agrees that no employee shall be the subject of disciplinary action for nonpayment of private debts when the validity of the debt is in dispute. Material concerning alleged debts will be handled in a confidential manner. Valid debts are defined as those acknowledged by the employee or reduced to judgment by a court of law.

Section 10.

- a. Employees shall have the right to direct and/or fully pursue their private lives, personal welfare and personal beliefs without interference, coercion or discrimination by the employer so long as such activities do not conflict with or impact on job responsibilities. The standard of nexus shall apply.
- b. Employees, individually and collectively, have the right to expect, and to pursue conditions of employment which promote and sustain human dignity and self respect.
- c. Employees shall be protected against reprisal of any nature for the disclosure of information not prohibited by law, or executive order, which the employee reasonably believes evidences gross mismanagement, a waste of funds, and abuse of authority, or a danger to public or employee health and safety.

ARTICLE 11: HOURS OF WORK AND SCHEDULING PRACTICES

Section 1. Employee Categories. Positions are established as either Regular or Flexible.

- a. Regular employees will have an established basic workweek (guaranteed number of hours) reflected on their appointment documents. The Employer agrees not to reduce the number of guaranteed hours below this specific amount unless the procedures and criteria for reducing guaranteed hours are followed, as listed in Section 4, below.
- b. Flexible employees have no guaranteed hours and will be scheduled as needed to meet the needs of the activity.

- c. Where possible, regular employees will be given preference in the assignment of hours over flexible employees, to preclude a situation where flexible employees are working more hours than regular employees in the same type of job on a recurring basis. However, this would not apply to instances where the flex employee is working additional hours to meet surges in workload, seasonal work, special functions, filling in for employees on leave or similar circumstances.

Section 2. Schedules.

- a. The Employer will normally post work schedules seven (7) days in advance based on anticipated workload. Tentative schedules may be projected earlier if feasible and appropriate. However, Flexible employees may have their schedule reduced as appropriate due to workload and the needs of management. Similarly, scheduled hours for Regular employees may be reduced, but only if the remaining hours in the schedule provide the employee with their basic workweek hours. (Note: Regular employees work schedule will not be reduced because of a request for leave, unless the employee asks that his or her scheduled be reduced).
- b. In the assignment of additional unscheduled hours the Employer will, when possible, solicit volunteers from the on-duty personnel. The Employer agrees to treat employees equitably by rotation in the assignment of additional unscheduled hours.
- c. Changes in work schedules that do not decrease an employee's guaranteed hours may normally be made with a minimum of 24 hours notice, provided there is a valid reason.

Section 3. Flexible employees do not earn either sick or annual leave. However, management should give reasonable consideration to employee requests that they be temporarily removed from the work schedule for appropriate periods of time for vacation or other purposes. Employees will submit an SF-71 to document such requests for Leave without Pay (LWOP). See Section 5, ARTICLE 22, Leave.

Section 4. Reduction in Guaranteed Hours.

- a. When a supervisor determines that less hours are required routinely each week, and the only way to accomplish this requirement is to reduce an employee's guaranteed hours, proper action will be taken to make the required changes.
- b. Guaranteed hours must not be reduced solely to avoid payment of benefits, or to provide more hours for other employees. Also, the Employer agrees that hours worked by Flexible employees should be reduced before the Employer will consider reducing guaranteed hours of a Regular category employee in the same

type of position. The Employer agrees to treat employees equitably in accomplishing these types of actions.

c. If the reduction in hours places the employee in a lower category (that is, from Regular to Flexible category), the Employer will process the action as a Business Based Action (BBA) according to the procedures and requirements in ARTICLE 25, Business Based Actions.

d. The Employer will utilize the following procedures whenever changing the guaranteed hours of a Regular Employee:

(1) The supervisor must give a written notice in advance of the action to the employee as indicated below:

Employment Category	Guaranteed Hours Are Reduced	Required Written Notice in Advance
Regular	8 hours or more	15 calendar days
Regular	less than 8 hours	7 calendar days

(2) As a minimum, the written notice must include:

- a) A statement that the employee's guaranteed hours are being reduced.
- b) The effective date of the change.
- c) A clear statement of the reasons for the change (be specific).
- d) A statement that if he or she feels the action is unfair or disagrees with the reasons for the action, the employee may submit a grievance under the negotiated grievance procedure, advice on how and where to file the grievance, and the time limits for filing such grievance.
- e) The name, location, and phone number of the person in the Human Resources Office designated to provide assistance.

Section 5. The Union will be informed of any reduction in guaranteed hours before notices are issued to the employees. A meeting may be held with the Union, Manager and Human Resources Officer to discuss the actions, keeping in mind the Employer's rights in ARTICLE 4.

Section 6. Rest Periods. Employees working at least six (6) hours will be authorized one (1) 15-minute rest period during those six (6) hours. Employees working at least eight (8)

hours will be granted an additional 15 minute rest period during the latter part of the shift. The break will be scheduled by the supervisor in accordance with workload commitments. Employees who are assigned to office environments may be allowed less formal breaks, workload permitting, the cumulative total of such time not to exceed 30 minutes per shift. In any event, rest periods are not to be granted in conjunction with the lunch hour or to allow an early departure from work at the end of the shift.

Section 7. Meal Periods. No employee will be permitted to work more than six (6) hours without a meal period. Employees will be excused from their duties during normal nonpaid meal periods and will not be required to remain in their work area. Employees may be scheduled to have their meal period on the job. In such cases, employees will be authorized a total of twenty (20) minutes or less during a designated period in which they may have their meal. Such periods are considered as time worked, and employees must spend the twenty (20) minutes or less on the job lunch period at or near the Work Station within the facility.

Section 8. Overtime.

- a. Any employee officially ordered or requested by the supervisor or any other authorized approving official to be in a paid status in excess of eight (8) scheduled hours per day or forty (40) scheduled hours per week shall be paid overtime.
- b. Overtime shall be rotated equitably among employees in each work area (i.e., Billing, NCO Club, Child Care Center, etc.) consistent with the employee classification (i.e., custodial workers, laborers, desk clerks, waitresses, etc.). Records of overtime worked or declined shall be maintained and made available to the Union Steward.
- c. When overtime work is necessary to meet operational schedules, employees requested to work overtime will be given as much advance notice as possible. Management will normally solicit volunteers, but will use inverse seniority when assigning involuntary overtime. When overtime must be performed by personnel already on duty, this is a special circumstance which the Parties recognize may occur.
- d. An employee called in to perform overtime shall be paid a minimum of two (2) hours regardless of whether required to work the two (2) hours or not.

Section 9. If a Regular employee reports for their regularly scheduled shift, but is prevented from performing the regularly assigned duties by circumstances beyond their control, the Employer shall make an effort to keep such employee gainfully employed within the organization.

Section 10. It is understood by the Parties that the Employer may suspend all or part of organizational operations due to severe weather conditions, facility repair, power outages, or other emergency situations. Under such conditions, Regular employees at work will be sent home on administrative leave. Flexible employees reporting to work will be paid for two (2) hours, if management is unable to contact them prior to reporting for duty.

Section 11. The Employer shall provide time, for employees performing dirty type jobs, to clean up prior to their lunch period and the end of their shift.

Section 12. Employees shall have time while in a duty status to draw, turn-in, clean-up, and store the Employer's tools, property, and equipment as required by the Employer.

Section 13. Regular category employees being assigned from one shift to another shall be informed or advised by the supervisor of the reason for such change.

ARTICLE 12: PARTNERSHIP ARRANGEMENTS

Section 1. Periodic meetings may be scheduled between the 60th Services Commander and/or Designee and the Union to discuss topics of mutual concern. These meetings may be held quarterly, or as mutually agreed. The Human Resources Officer or designee will attend. It is intended in this forum to address issues of concern to NAF employees and their supervisors with a genuine desire to resolve differences or misunderstandings. Additionally, this would provide a forum to discuss possible new programs, or policies to improve morale, for consideration by the Employer on a voluntary basis.

Section 2. This agreement is jointly entered into by and between management and labor on Travis AFB for the purpose of establishing a partnership agreement in the spirit of Executive Order 12871, Labor-Management Partnerships. The Parties recognize that effective labor relations should include partnership arrangements which will give employees, through the union, an avenue to address problems and solutions which will contribute to an effective and efficient government.

Section 3. The purpose of partnership is to implement and maintain a cooperative working relationship between the parties to identify and craft solutions. To that end, an atmosphere of mutual respect and trust should be established. This atmosphere should be established and maintained at all organizational levels.

Section 4. Partnership arrangements should include periodic meetings (monthly or as mutually agreed) between the steward(s) assigned to the squadron and the commander or key management officials. If no steward is assigned to the squadron, the Union may designate a representative to attend the periodic meetings. Either party may take the initiative to schedule the meeting. The purpose of the meeting will be to promote increased communications between the union and management.

Section 5. Nothing in this agreement will preclude the parties from later deciding to implement a council arrangement, if mutually agreed.

Section 6. The provisions of this Article are intended to allow the Parties to discuss issues which affect the work environment and efficiency of operations and are not intended to be a forum for bargaining or to create the right of third party review.

ARTICLE 13: SAFETY, HEALTH, AND WELFARE

Section 1. The Employer shall, consistent with applicable laws or regulations, be responsible for maintaining a work place that is free of recognized hazards that are causing or likely to cause work related injuries or illnesses. The Union may present concerns of this nature to supervisors or safety personnel.

Section 2. Where the Employer determines that protective devices are required for employees, the Employer will furnish such equipment or devices and the employees will comply with directives for their use.

Section 3. Employees will adhere to reasonable standards for dress and grooming appropriate to the work environment and type of position held. Supervisors and managers are responsible for communicating to employees about appropriate attire and grooming standards.

Section 4. Employees will fully comply with all regulations related to safety and sanitation practices.

Section 5. Employees are to provide prompt notice of on-the-job injuries to their supervisor. Employees will be expected to perform light duty within their duty restrictions, which the Employer makes available.

Section 6. Employees who are suspected of alcohol or drug use will be referred to the Social Actions Office to discuss the situation. Employees will be given a “firm choice” between rehabilitation or possible loss of employment. No employee may be directed to enroll in a rehabilitation program. However, the Employer will consider postponing discipline in appropriate cases for those who do enroll and progress satisfactorily in an approved program. The requirements of the Alcohol and Drug Rehabilitation Act apply to NAF employees. The Employer may remove employees who are identified as users of illegal drugs if the employee does not enter rehabilitation or if the circumstances warrant removal.

Section 7. An employee may self-identify at anytime with a substance abuse problem and seek counseling and assistance from Social Actions on a voluntary, confidential basis as provided for in applicable regulations. No adverse action will be taken against an employee solely on the basis of self-identifying themselves as having a substance abuse problem.

Section 8. When an employee suffers an industrial illness or is injured in the performance of official duties, they will be counseled as to their rights to file for benefits under appropriate workmen’s compensation laws and the procedures to follow to file such a claim. Counseling will also include a presentation of all benefits and options available to the employee.

Section 9. Where there are extremes in air temperature, the Employer will take reasonable steps to assess the situation and provide for the safety of employees under all the circumstances.

ARTICLE 14: PAYROLL WITHHOLDING OF UNION DUES

Section 1. The Employer shall deduct union dues from pay of all eligible employees of the unit who voluntarily authorize such deductions in accordance with the provisions set forth herein.

Section 2. Union dues shall be deducted by the Employer from the employee's pay each payroll period when the following conditions have been met:

- a. the employee is a member in good standing of Local 1764,
- b. the employee's earnings are regularly sufficient to cover the amount of the allotment,
- c. the employee has voluntarily authorized such a deduction on Standard Form 1187 (SF-1187) supplied by Local 1764,
- d. the Union, through its authorized official, has completed and signed Section A of such form on behalf of Local 1764, and
- e. such completed form has been turned over to the Payroll Office by the Union.

Section 3. It will be the responsibility of Local 1764 to purchase the forms (SF-1187), distribute them to its members, certify as to the amount of dues, and inform and educate its members as to use and availability of the Standard Form 1187.

Section 4. SF-1187 may be submitted at any time to the Payroll Office. Deduction of union dues shall begin with the first pay period which occurs after receipt of SF-1187 by the Payroll Office.

Section 5. The amount of the union dues to be withheld each pay period from an employee's salary will be certified by the President or Secretary-Treasurer of Local 1764. The amount will be shown on the SF-1187 authorizing the allotment. This amount will remain unchanged until the President or Secretary-Treasurer of Local 1764 certifies to the Payroll Office that the amount of the dues has changed. Changes in the amount of the allotment may not be made more frequently than once each twelve (12) months. In addition, the Employer agrees to allow employee requested and union certified changes in individual employee allotments (as dictated by change in dental plan options, etc.). Such changes will be made the first pay period following receipt of a new SF-1187 completed for this purpose, and will not exceed two (2) changes per year per member.

Section 6. An employee's voluntary allotment for payment of Union dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:

- a. loss of exclusive recognition by Local 1764;
- b. when the employee leaves the bargaining unit as a result of any type separation, transfer, or other personnel action (except detail);
- c. receipt by the Employer of notice from the Union that the employee has been suspended or expelled or has ceased to be a member in good standing of Local 1764. Such notice shall be promptly forwarded by Local 1764 to the Employer;
- d. when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DOD.

Section 7. It shall be the responsibility of Local 1764 to promptly notify the Payroll Office in writing when a member who has authorized dues withholding is suspended or expelled from the Union.

Section 8. An allotment for the deduction of an employee's union dues may also be terminated by the employee through submission to the Employer of a Standard Form 1188 (or individual substitute) properly executed in duplicate by the individual employee. Such duplicate shall be promptly forwarded to the Union by the Employer upon receipt from the employee. A termination of allotment under this Section shall be effective with the first full pay period following 1 September, provided the revocation is received by the Civilian Payroll Office by 1 September, and provided that the employee has been on dues withholding for at least one (1) year as of that date. Otherwise, the termination of the dues withholding allotment will be delayed until the one (1) year no-revocation period requirement has been met.

Section 9. The Employer shall transmit to the Union's authorized official promptly, after each regular scheduled pay period, the following:

- a. a remittance check for the total amount withheld for dues for that pay period;
- b. a listing of names and amounts withheld. The list also includes the names of those employees for whom deductions have been permanently or temporarily withheld and the reasons therefore. The remittance of dues withheld each pay period will be mailed to the proper Union address, as directed by the Union.
- c. The remittance may be paid by Electronic Funds Transfer, if possible.

ARTICLE 15: EMPLOYEE'S PERSONNEL RECORDS

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

Section 2. An employee may submit additional qualifying experience for inclusion into their personnel records, including service as a Union Representative or Union Officer.

Section 3. The AF Form 971 (AF-971), on employees, is the supervisor's record. Access to this record will be restricted to the immediate supervisor and other representatives of the Employer with an official need to know. An employee may review the AF- 971 on a reasonably timely basis in the presence of the supervisor, normally on the same day.

Section 4. Employees will be given the opportunity to read and initial entries related to conduct issues made in the AF Form 971. Such opportunities will be given at the time of entry by the supervisor, or, if that is not possible, at the earliest convenient time thereafter. Except in unusual circumstances, entries more than two (2) years old will be used only to establish a pattern of misconduct. Supervisors will carefully consider removal of any such entry over two (2) years old to comply with this provision.

Section 5. When the Union has scheduled a meeting with a supervisor, the supervisor will make pertinent records available to the Union—such as the AF-971 or other records relevant to the issues being discussed. Copies of any relevant entries or documents in the SF-971 file will be provided to the Union upon request, provided the Union presents the written permission of the employee to obtain such copies.

ARTICLE 16: TRAINING

Section 1. The Employer and the Union agree that the training and development of all employees within the bargaining unit will improve the effectiveness of each organization.

Section 2. The Employer and the Union recognize that each employee is responsible for applying effort, time, and initiative increasing their potential value through self-development and training. The Employer and the Union agree to encourage employees to take maximum advantage of training and education opportunities which will add to the skills and qualifications needed to increase their efficiency.

Section 3. Training and/or additional education obtained by the Employee will be recorded on the AF-971 and/or filed in their Official Personnel Folder, in accordance with appropriate regulations. Employees are responsible for submitting the appropriate documents to substantiate their training to the HRO for file in their Official Personnel Folder.

Section 4. The Employer will provide training opportunities to employees in the bargaining unit without regard to race, color, age, religion, sex, national origin, or handicap (physical or mental).

Section 5. The Employer will make a reasonable effort to arrange employee's hours of work to accommodate employees pursuing education and training which is of mutual benefit to the Employer and the employee.

Section 6. Records of training will be available for review by the Union in connection with a specific problem related to training under discussion with management.

Section 7. The Parties recognize that employees are required to attend in a pay status any training which has been designated as mandatory by the Employer. This provision does not apply to Family Member Support Flight employees who are completing preemployment training requirements, who were hired without the required training certificates.

ARTICLE 17: POSITION CLASSIFICATION

Section 1. Position guides and/or position descriptions, as appropriate, will be utilized for each type of position within each activity. Standardized position guides/descriptions will be used. Position guides will contain a general description of the major duties, the qualifications required, the performance standards, and the training requirements of the position. The important representative tasks, and the duties which constitute a significant

regular and recurring portion of the position, will be described in sufficient detail for classification and evaluation purposes. Each employee will be given a copy of the current position guide/ description.

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

Section 3. The phrase “other related duties as assigned” refers to tasks which are related to the position but are of an incidental nature.

Section 4. Employees who feel that the duties portion of their position guides/descriptions are inaccurate may meet with and discuss this matter with their supervisor for clarification. When differences concerning the accuracy of a position guide/description cannot be resolved between the supervisor and the employee, the employee may file a grievance under the negotiated grievance procedure.

Section 5. When the grade of an occupied Regular category position is being lowered, the Employer will notify the Union prior to effecting the change.

ARTICLE 18: CLASSIFICATION, PAY AND BENEFITS

Section 1. The Employer will implement classification and wage administration practices which comply with DOD, Air Force, and OPM policies or law as applicable.

Section 2. Pay Banding has been implemented for many NAF positions (except those which are NA or NL). The parties recognize that where positions are covered by Pay Banding, the classification is to the Pay Band and the Pay Band covers the entire salary range (which formerly included multiple grade levels).

Section 3. The Employer agrees to release Union representatives on official time to participate as Data Collectors in the NAF Wage Survey.

Section 4. The Employer agrees to promptly implement the approved pay schedules when they are effective.

Section 5. Wage Administration. General All Employees.

- a. Pay Band NF-I and NF-II Employees. The minimum and maximum rates for NF-I and NF-II are adjusted based upon local wage survey results on the effective date and in the amount reflected on the NAF pay system report issued by CPMS WSD. These schedules are issued throughout the year upon conclusion of the wage survey analysis. The maximum rate for NF-III, and the minimum and maximum rates for NF-IV and NF-V are adjusted as a result of changes to the GS Schedule (excluding locality pay).”
- b. Commencing with the first pay period in each year, child care workers shall receive an annual adjustment to their pay computed as follows: The annual pay rate in effect at the end of the previous calendar year for each employee shall be increased by one percent unless either of the following two exceptions apply: 1) If the one percent raise would leave that employee below the minimum pay band amount for child care workers at the same level on the Air Force wide CC schedule, the employee shall receive the minimum pay band amount provided by the Air Force wide CC schedule. Per Section 6.1.1 of CC Pay System Program Guidance, September 1996, “There are two pay bands within the CC pay system. Pay band I covers CC-01 and CC-02 positions. Pay band II covers CC-03 through CC-05 positions. Each of the two CC pay bands has a minimum and maximum wage rate. Pay ranges are determined using the [yearly] GS locality pay schedule. The pay range for Pay Band I is equal to the hourly rate of pay for General Schedule 2, step 1 (minimum), and the hourly rate of pay equal to General Schedule 3, step 10 (maximum). The pay range for Pay Band II is equal to the hourly rate of pay for General Schedule 4, step 1 (minimum), and General Schedule 5, step 10 (maximum).” 2) If the increase in the Air Force wide CC schedule is less than one percent, then the same percent increase in the Air Force wide CC schedule rate shall be applied to determine the child care worker’s pay. If there is a delay in the Air Force issuing a new Air Force wide CC schedule, due to the Congressional delays in issuing the GS pay schedule that the CC schedule has historically used as its benchmark, or for any other reason, then the annual pay adjustment shall be delayed until the Air

Force wide CC schedule has been issued. The annual pay adjustment, if delayed, shall be given the same retroactive effect as that given the Air Force wide CC schedule.

- c. NA and NL employees who are not currently on Pay Bands, will have their “step increases” granted in compliance with FPM Supp 532-2.
- d. Employees who are on Pay Bands will receive consideration for pay increases at least annually in conjunction with their performance evaluation. These increases are in lieu of traditional “step increases” and are granted by management based on work performance or merit.
- e. Employees who change positions, are promoted, or transfer to positions in other activities will have their pay set in accordance with DOD and Air Force rules and regulations. If NFI or II employees are involuntarily moved, other than for cause, from one NAF activity to another, their pay will be set using the existing rate.

Section 6. Other Pay Administration. The Employer will comply with Air Force policy in its pay practices concerning overtime compensation, Holiday Pay, or pay for regularly scheduled Sunday work. The Employer also agrees to continue existing pay items which may be identified as optional in agency regulations, such as shift differential entitlement for Pay Banded employees.

Section 7. Position Descriptions. Each employee will be provided a copy of any new position description/ position guides. Standardized position descriptions/position guides will be utilized whenever possible.

Section 8. HMO Health Plan. Pursuant to DoD 1400.25-M (December 1996), Subchapter 1408, Appendix 1.8.3, Employer and Employee Premium Sharing Arrangements for HMOs, “it is DoD NAF HBP policy that the employer’s share of the total HMO premium shall not exceed 70 percent with the HMO enrollee paying the remaining amount of the applicable premium.”

Section 9. Pay adjustments for Pay Banded Employees (not including CC employees on developmental positions).

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

- b. The Parties recognize that these increases are in lieu of receiving increases based on set waiting periods. Furthermore, the pay in the upper one third of the pay band far exceeds prevailing rates based on published wage survey data at the time this Agreement was signed. Therefore, the Parties recognize that it may be impracticable for the Employer to routinely advance employees into the upper one third of the range. Therefore, it is understood that pay increases in the upper one third of the range will normally be less frequent and more modest than would be the case at the lower levels.
- c. The Employer agrees that it will insure that employees who are rated above satisfactory receive a pay adjustment every year, in addition to the annual schedule adjustments. Satisfactory employees may be granted a pay adjustment.
- d. Any Regular employee who has not received a pay adjustment or cash award after two (2) full appraisal cycles, shall have the right to request a written explanation from the supervisor. Such a request shall be in writing and will be made within fifteen (15) calendar days of the effective date of the yearly performance based pay adjustments. If the employee is not satisfied, they have the right to file a grievance under ARTICLE 26 within twenty-one (21) calendar days of receipt of the explanation. However, the Parties mutually agree that grievance/ arbitration disputes over pay increases must recognize the supervisor and managers discretion in this matter, since performance evaluation and compensation are inherently management functions. It is intended that the supervisor's determination may be overturned where abuse of discretion is determined to have occurred.

Section 10. The Employer shall follow the provisions of the centrally managed AF NAF Retirement Plan referred to at paragraph 15.2 of AFMAN 34-310 and specifically set forth in AFI 34-302. HRO will notify eligible employees no later than 30 days before completion of their 12 months of regular NAF service that they will be eligible to enroll in the AF NAF Retirement System at the completion of 12 months of regular AF NAF service. Note: If an eligible employee enrolls when first eligible, those 12 months are included in credited service. Rehired NAF employees should check with HRO for information on their date of enrollment eligibility. The Employer shall notify the Union of any proposed changes in the AF NAF Retirement Plan.

Section 11. Performance Awards. These awards are granted in conjunction with the performance appraisal cycle. These are cash awards which are commensurate with the level of performance of the employee as reflected in the annual rating and may be instead of or in addition to a performance wage adjustment as referenced in Section 9, above. The performance wage adjustment should not be confused with the cost-of-living adjustment which is granted based on wage surveys.

Section 12. Performance-based wage adjustments and performance awards will be granted on a fair and equitable basis. Reasonable use of and appropriate consideration for wage adjustments will be given to pay banded employees. The Employer will assure that CC employees who are not on developmental positions receive equitable consideration for adjustments/awards as compared to other activities.

Section 13. The Employer shall follow the provisions of the centrally managed AF NAF Employees' 401(K) Savings plan as set forth in AFI 34-315. This includes HRO notifying newly eligible regular employees of the Plan's benefits 30 days prior to employees first becoming eligible to participate (per Section B, paragraph 4, of AFI 34-315). This also includes HRO making sure that each eligible employee completes the Enrollment Form and Beneficiary Designation Form with participants indicating their contribution percentage and investment election. Non-participants must indicate their waiver of participation (per Section B, paragraph 6, of AFI 34-315). The Employer shall notify the Union of any proposed changes in the AF NAF 401(K) Savings Plan.

ARTICLE 19: DETAILS AND TEMPORARY PROMOTION

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

Section 2. Upon management's determination that the service of an employee are required in another position/area, a detail may be used to satisfy the requirement. The Employer may consider volunteers for such details as appropriate. There is no change in the basic rate of pay while on detail. The supervisor records the detail on the employee's AF-971 and the employee may submit a SF-172, describing the detail, to the Human Resources Office. The employee returns to their previous position at the end of the detail.

Section 3. Temporary promotions may be made noncompetitively when an employee's services are needed in a higher grade or pay band position and the employee meets the qualification requirements for the position. Temporary promotions must be expected to last for a minimum of two (2) pay periods. At the end of the temporary promotion, the employee returns to their previous position.

Section 4. It is agreed that when an employee is detailed to any position in which the employee has had no previous experience, the employee shall be given a reasonable break-in period with an experienced employee.

Section 5. An employee who is assigned to a higher graded position that is expected to last longer than (30) days will be temporarily promoted if otherwise qualified for the temporary promotion.

Section 6. The Employer will insure that details do not cause a reduction in the employee's regularly scheduled hours.

Section 7. It is agreed a supervisor may select any employee for detail under the following principles:

- a. Recognizing the personal dignity of the employee and the type and level of their regular duties and responsibilities against those which the employee will be performing on detail.
- b. Arranging details to minimize personal hardships and inconvenience, and advance notice will be given when feasible.
- c. Avoiding repeated renewals of details, excessive number of details and prolonged periods of detail.
- d. Fairly and equitably selecting for details from among all employees available for the detail.
- e. Considering such matters as an assignment that enhances qualifications and offers promotion possibilities.
- f. The training, seniority, category, and ability of an employee to perform the duties of the detail.
- g. Details are terminated when the need no longer exists, but in no case later than the expiration date of the approved period.

ARTICLE 20: PROMOTION

Section 1. The Parties agree that employees' skills, talents, and experience shall be considered consistent with mission requirements, merit principles, applicable laws,

regulations, and directives. Therefore, in the filling of bargaining unit positions, the Employer will make a reasonable effort to consider highly qualified current employees for advancement, in order to achieve the resulting benefits of higher morale and reduce turnover.

Section 2. A list of all NAF positions will be posted in the Human Resources Office and all MWRS facilities employing NAF personnel. This list will be furnished to all work centers or facilities at least once every 60 days and to be posted on official bulletin boards. All positions are under continuous announcement. Employees may apply for a different position at any time. Their application will be held on file in the Human Resources Office until they have been referred for the position for which they applied or until they are no longer employed as a NAF employee of the 60th Services Squadron, whichever occurs first. Employees may update their experience and qualifications, including such things as volunteer work, education, and training at any time, by submitting a supplemental application form to the Human Resources Office. All positions, except for Career Program positions which are managed by the Services Career Program, will be open continuously for recruitment. When a newly created series/job title is established as a Regular position, the Employer will post a job vacancy announcement for ten (10) working days. The NAF application for promotion or other position change form will be used by all current employees. Employees will be notified by the employer when they are considered for other positions and whether they were selected or non-selected.

Section 3. Selections will be based on merit principles. The Parties acknowledge that ARTICLE 8, EEO and ARTICLE 7, Employee Rights (including Union affiliation) shall not be violated.

Section 4. The Employer will follow the procedures described in applicable laws, regulations, and directives for recruitment and selection. However, if interviews are conducted among the final group of qualified candidates as determined by the Employer then all of the group will be interviewed. Telephone interviews are acceptable.

Section 5. A manager may non-competitively change an employee from Flexible to Regular category within the same activity, so long as it does not increase the grade of the position or result in a reduction of guaranteed hours of another employee.

Section 6. The procedures of this ARTICLE only apply to the fill of NAF bargaining unit positions.

ARTICLE 21: PERFORMANCE STANDARDS AND REVIEWS

Section 1. Position guides will contain reasonable performance standards.

- a. Performance standards describe the quality, quantity and timeliness of job performance, that are essential for fully satisfactory performance in a specific position.
- b. Standards will be defined in measurable, realistic and reasonable terms for tasks and functions specified for the position.
- c. Employees will receive a copy of the performance standards for their position from their supervisor.

Section 2. Upon employee request, the supervisor will more specifically define the performance standards and/or provide informal, verbal quarterly performance reviews.

Section 3. Any employee failing their performance standards will be given written notification, an improvement period, and assistance in improving, prior to any performance based action being taken.

Section 4. The performance review will be accomplished on the NAF Employee Performance Evaluation Form.

Section 5. Employees who disagree with the performance review have the right to grieve the review through the negotiated grievance procedure.

Section 6. Employee signature on the appraisal does not indicate agreement with the rating.

Section 7. If the Employer places a negative comment on the appraisal, the Employee shall have the opportunity to submit a written rebuttal (normally within 5 workdays) which will be filed with the appraisal in the AF Form 971 and OPF records.

ARTICLE 22: LEAVE

Section 1. The Employer and the Union agree to follow the applicable leave regulations.

Section 2. Annual Leave. Employees must submit SF-71 requests for all leave. SFs-71 will be submitted as much in advance as possible.

- a. Leave Schedules. The supervisor is required to establish annual leave schedules for regular employees before the end of January. Any dispute between employees desiring the same time will be first addressed and resolved by the employees concerned, if possible. Otherwise, supervisors will make their approval/disapproval decision using SCD-Leave. Employees who are hired/converted to regular status after the leave schedule has been approved will not have preference over the established leave schedule. Vacations during Thanksgiving, Christmas and New Year's weeks shall be offered on a rotating schedule. All employees will submit their projected leave requests by 10 January of each year, and the employer will finalize the approval of the projected leave schedule by 31 January of each year and notify the employees.
- b. Emergency Annual Leave. Emergency annual leave is recognized by the parties as those situations which are emergency in nature, of utmost urgency, and where the employee could not reasonably foresee the need for the absence. The employee should request leave from the supervisor as soon as the emergency becomes known. If the supervisor or other higher level management official cannot be reached, the employee should leave a message, which must include a phone number where the employee can be reached. The employee must provide specific information about the emergency and follow the supervisor's instructions, if any, regarding the amount of leave initially to be granted and also any procedures for follow-up by the employee. Unscheduled annual leave, for circumstances which are urgent but which are not viewed as "emergencies", must be requested from the supervisor if possible prior to the shift concerned.
- c. Advance Annual Leave. When circumstances warrant, regular employees may be granted an advance equal to all annual leave they will accumulate in the current leave year. The supervisor must believe there is reasonable assurance that the employee will be in a duty status long enough to earn the advanced leave.
- d. Unscheduled Annual Leave. The supervisor will review all requests for unscheduled annual leave and if denied, will provide the employee with the reason. In granting leave, consideration will be given to the desires of the employee subject to the demands of the mission. Supervisors will act on the leave request before the start of the requested leave, but in no circumstance beyond five days after receipt of the request.

- e. Leave for Union Related Reasons. If a Union Representative wants to attend internal Union functions which are not covered by official time, the Employer will approve a request for use of annual leave or leave without pay to cover such absence, workload permitting.

Section 3. Sick Leave.

- a. Sick leave is earned by Regular category employees and granted in accordance with applicable law, rules, and regulations. Sick leave may be used when the employee is incapacitated from performing work due to illness. Light duty may be made available to an employee who is unable to perform their duties but who could perform other tasks within the doctor's limitations. The Union joins the Employer in recognizing the insurance value of sick leave, so it will be available to the employee in case of illness.
- b. Sick leave of more than three (3) consecutive workdays should be supported by a medical certificate. If the employee was not attended by a physician, the employee's certification showing satisfactory evidence of incapacitation for duty may be accepted.
- c. An employee will not be required to furnish a medical certificate for absence of three (3) days or less unless the supervisor has identified a trend, or for other reasons has identified possible sick leave abuse by the employee.
 - 1) If there is reason to believe an employee is abusing sick leave, the supervisor informs the employee that he or she has a questionable sick leave record and why the employee is suspected of abuse. The Employer may impose a requirement that a medical certificate may be required for each future absence on sick leave. If this requirement is imposed, the employee will be notified in writing that all future requests for sick leave must be supported by a medical certificate. A written notice of abuse of sick leave cannot be issued when the absences claimed on sick leave are documented with medical certificates showing incapacity to perform duties of the position.
 - 2) The attendance records of employees required to submit a medical certificate for such absences on sick leave will be reviewed and reconsidered every six (6) months and the requirement withdrawn, if warranted.
- d. Employees must request sick leave by contacting the immediate supervisor or higher level supervisor. Such requests will be made by telephone, prior to the beginning of the shift, if possible, to allow for work coverage. If the employee is unable to reach the supervisor, the employee, at a minimum, must leave a message requesting leave and a phone number where the employee may be

reached. Absent a compelling reason, the employee will personally contact the supervisor to request sick leave.

- e. Employees are expected to schedule sick leave in advance for routine medical appointments, wherever possible.
- f. In cases of serious illness or disability, Regular category employees may request advance sick leave of up to thirty (30) days. Such requests will be initiated with the first level supervisor and are subject to final approval/disapproval by the Flight Chief concerned. In requests of this type, the employee must furnish sufficient medical evidence regarding the illness and the prognosis, so that the supervisor may evaluate whether it is likely that the employee will be able to return to duty so as to repay the advance sick leave.
- g. Special Use of Sick Leave (Regular Employees):
 - 1) Sick leave may be used for adoption purposes.
 - 2) Sick leave may be used to care for family members, under the following procedures, which are similar to the Family Friendly Leave Act procedures applicable to appropriated fund employees:
 - a) To provide care for a family member as a result of physical or mental illness; injury; pregnancy; childbirth; or medical, dental, or optical examination or treatment. Family member is defined as: spouse and parents thereof; children including adopted children and spouses thereof; parents; brothers and sisters and spouses thereof; and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship. Use of sick leave for this purpose if for three days or less does not require any written substantiation or documentation. Employees must request "advance" approval for sick leave used for these reasons to the maximum extent possible.
 - b) In any one leave year, a full-time employee may use a total of up to 40 hours (or, in the case of a part-time employee or an employee with an uncommon tour of duty, the average number of hours in his or her regularly scheduled administrative workweek) of accrued and accumulated sick leave without further regard to his or her sick leave balance.
 - c) In any one leave year, a full-time employee may use more than 40 hours of his or her accrued and accumulated sick leave up to a maximum of 12 weeks of sick leave only if he or she maintains a

sick leave balance of at least 80 hours (or, in the case of a part-time employee or an employee with an uncommon tour of duty, two times the average number of hours in his or her regularly scheduled administrative workweek). An employee must maintain this balance during any period of time during which the employee is using more than his or her basic entitlement to sick leave (of 40 hours or the equivalent for employees who are not full time).

- d) Employees may also use sick leave to make arrangements for a funeral and/or to attend the funeral of a family member. For this purpose, family member is the same as defined as above. The same rules concerning maintaining a sick leave balance apply to use of funeral or bereavement leave.

Section 4. Accrual Rates for Annual and Sick Leave. Regular employees will accrue annual and sick leave at the rates currently in effect at the time this Agreement is signed.

Section 5. Leave Without Pay (LWOP). Employees who do not earn or accrue leave may request excusal from work on a “leave without pay” basis, subject to the approval of their supervisor as circumstances permit. Regular employees may also request LWOP. SF-71 must be submitted to request LWOP.

Section 6. Family Medical Leave Act. Employees may be granted up to twelve (12) weeks of paid or unpaid absence each year under provisions of the Family Medical Leave Act, PL 103-3 and implementing guidelines. Employees will follow published procedures to request leave under this Act.

Section 7. Voluntary Leave Transfer Program. Regular employees may file an application to be a leave recipient under the Employer’s leave transfer program. The Employer agrees to process these requests in accordance with governing directives.

Section 8. Civic Responsibilities:

- a. Court leave will be granted in accordance with applicable regulations.
- b. An employee serving on jury duty will be considered to have worked their shift and will not have to report to work, unless they are released from jury duty with two (2) hours of scheduled work shift remaining after travel time.
- c. Voting and Registration: Employees whose voting residence is within commuting distance of the station and whose hours of work do not allow for three (3) hours

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

Section 9. Administrative Excusal. The Employer may, if workload conditions permit, authorize time off with pay up to four (4) hours to Regular employees, if otherwise in a duty status, for unpaid blood donations. Employees may also be excused to attend briefings or other special events which have been approved for NAF employees, subject to supervisor approval based on workload requirements.

ARTICLE 23: HOLIDAYS

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

- | | |
|----------------------------------|--------------------------|
| a. New Years Day | 1 January |
| b. Martin Luther King's birthday | 3rd Monday of January |
| c. President's Day | 3rd Monday of February |
| d. Memorial Day | Last Monday in May |
| e. Independence Day | 4 July |
| f. Labor Day | 1st Monday in September |
| g. Columbus Day | 2nd Monday in October |
| h. Veterans Day | 11 November |
| i. Thanksgiving Day | 4th Thursday in November |
| j. Christmas Day | 25 December |

k. Any other day proclaimed by Federal Law or Executive Order

Section 2. Eligible Regular employees will be authorized time off for holidays in accordance with applicable regulations.

Section 3. If the Employer determines that regular employees will be needed to work on a Holiday/observed day, it will be assigned to employees on a fair and equitable basis—whom the Employer determines are qualified to perform the work.

ARTICLE 24: DISCIPLINE

Section 1. The following procedures apply only to employees who have completed their probationary period. The Employer and the Union agree that all disciplinary actions taken against Regular employees within the bargaining unit shall conform to the procedural requirements of appropriate Air Force regulations pertaining to such actions. Disciplinary actions include oral admonishments, reprimands, suspensions, and removals. With the exception of oral admonishments, an employee considered for disciplinary action will be given a written advance proposal stating the reasons therefore and will be afforded an opportunity to reply, orally, in writing, or both. The Employer agrees that the employee has the right to be accompanied by a designated representative of their choosing for any oral or written response.

Section 2. Oral Admonishments. When an oral admonishment is determined necessary, the Employer will insure that the discussion with the employee is conducted privately. The employee will be advised of the reasons for the action and the facts which led the Employer to the conclusion it was warranted. The employee will be allowed to explain the circumstances and their views. If the employee's explanation is acceptable, the employee will be advised, the admonishment withheld, and the interview closed. If the employee's explanation is not acceptable, and if appropriate, the supervisor will enter on the employee's AF-971 the basis for the admonishment, the employee's explanation, and sign and date it.

Section 3. The employee will also be allowed a reasonable amount of time (five work days) to prepare a response to proposed disciplinary actions. More time may be requested, if necessary.

Section 4. Investigation Interviews (Weingarten):

- a. When the Employer conducts an investigatory interview, the employee being interviewed is entitled, upon request, to the presence of a Union representative if the employee reasonably believes that the interview may result in disciplinary action to them. If representation is requested, no further questioning will take place until the representative is given the opportunity to be present. The Employer will delay the interview up to four (4) work hours to enable the employee to secure Union representation. A longer delay will be authorized, if necessary, due to workload, shift or weekend situations. The Employer also retains the right to deny the representation, cancel the interview, and proceed on the basis of available information at its option.
- b. The right to representation in such investigatory interviews arises only when the employee specifically requests Union representation as noted in “a” above.

Section 5. The Employer and the Union agree that all grievances for disciplinary actions will be initially filed at Step 2 of the Negotiated Grievance Procedure within twenty-one (21) calendar days of the effective date of the action.

Section 6. An employee who has received a notice of proposed disciplinary action shall have the right to review the material relied on to support the proposed action, and the Employer will attach the material to the notice of proposed disciplinary action.

Section 7. The Employer agrees that oral admonishments will be removed from the employee’s AF-971 two (2) years from the date of entry. Letters of reprimand shall be removed from all of the records of the employees two (2) years after the date of issuance. Suspension received by an employee may not be the basis for further action after two (2) years. An employee’s acknowledgement of receipt does not indicate concurrence.

Section 8. Where an employee is subject to discipline, the Employer will usually take prompt action under all the circumstances of the case after receiving a report or investigation of such misconduct.

Section 9. The Employer agrees to follow the agency regulations concerning disciplinary actions and procedures for Flexible employees. However, a flexible employee who has successfully completed their probationary period may be considered for a suspension in lieu of termination.

ARTICLE 25: BUSINESS BASED ACTIONS

(BBA)/REDUCTION-IN-FORCE (RIF)

Section 1. At the earliest possible date, and prior to notification to affected employees, the employer will notify the Union of the proposed implementation date of a Business Based Action (BBA)/Reduction-In-Force (RIF) when one (1) or more unit employees are identified to be reduced in grade, separated by BBA/RIF or otherwise impacted by the use of BBA/RIF procedures. Such notification will include:

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

Section 2. In the event of a BBA/RIF, existing vacancies may be utilized where feasible to place employees in continuing positions for which they qualify in order to minimize adverse actions and reduce separations. This policy will normally be limited to the affected Flight.

Section 3. When possible, the Employer shall provide a written notice to each Regular employee affected by a separation action forty-five (45) calendar days prior to the effective date and seven (7) calendar days prior to the effective date for non-separation actions. Flexible employees will receive seven (7) calendar days notice prior to the effective date for separation actions and twenty-four (24) hours notice prior to the effective date for non-separation actions. The notice will state what action is being taken, the effective date of the action, and the employee's service computation date. Rights of appeal/grievance and time limits on such appeals/grievances will also be stated in the notice.

Section 4. An employee affected by BBA/RIF or their designated representative has the right to inspect BBA/RIF records pertaining to the employees involved in the BBA/RIF.

Section 5. In accordance with Employer regulations, the ranking process takes into account employees categories as well as performance and seniority. However, the Parties agree that the Employer will utilize overall/summary ratings in the ranking process. The last two ratings are averaged to determine the overall rating. If the average falls between two levels, the higher level is used. In addition, Category 4 will be regular employees who have less than three years of service as a regular in that activity. Category 5 will be all other regular employees.

ARTICLE 26: NEGOTIATED GRIEVANCE PROCEDURES

Section 1. This ARTICLE shall constitute the sole and exclusive procedure available to the Employer, the Union, and employees of the bargaining unit for the resolution of grievances. Grievance means any complaint-

- a. by any employee concerning any matter relating to the employment of the employee;
- b. by any labor organization concerning any matter relating to the employment of any employee, or
- c. by any employee labor organization, or agency concerning-
 - 1) the effect or interpretation, or claim of breach of a collective bargaining agreement, or
 - 2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment

Section 2. The sole exclusions to this grievance procedure are as follows:

- a. Notices of proposed disciplinary action, where such actions would be grievable under this procedure.
- b. The following matters which are prohibited by 5 USC 7121(c) from a negotiated grievance procedure.
 - 1) Any claimed violation of Subchapter III of Chapter 73 of Title 5 (relating to prohibited political activities).
 - 2) A suspension or removal under Section 7532 of Title 5 (relating to actions involving national security).
 - 3) Any examination, certification, or appointment (relating to hiring practices).

- 4) The classification of any position which does not result in the reduction in grade or pay of an employee.

Section 3. Question of Grievability. In the event either party should declare a grievance nongrievable or nonarbitrable, the original grievance shall be considered amended to include this issue. The Employer agrees to raise any question of grievability or arbitrability of a grievance within the written answer in Step 3 of this procedure. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

Section 4. Most grievances arise from misunderstanding or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisors level. The Employer and the Union agree that every effort will be made by management and the aggrieved party to settle grievances at the lowest possible level. In as much as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, or loyalty or desirability to the organization. Reasonable time during working hours will be allowed for employee and Union representatives to discuss, prepare for and present grievances, including attendance meetings with employer officials. Either party may request the use of Alternate Dispute Resolution (ADR), as outlined in Article 28, to resolve grievance issues.

Section 5. Procedures—Employee Grievances. The following procedure shall be exclusively used for the submission of employee grievances to the Employer under this Article.

Step 1

Any grievance shall be filed, in writing, on the AFGGE Grievance Form or other appropriate written format with the first level supervisor/manager. Information in the grievance should include: The name of the grievant, the circumstances surrounding the grievance, the approximate date of the incident, and the requested remedy. If the employee so desires, he or she may present the grievance and speak on their own behalf, or may designate the Union to represent them. If the employee designates the union as their representative, the meeting shall be scheduled through the union representative. However, regardless of whether or not the employee speaks on their own behalf, the Union has the right to be present at the meeting, if it so desires, to protect the interests of the bargaining unit as a whole. Grievances must be presented within 21 calendar days from the date of the occurrence of the event which gave rise to the grievance, or within 21 days from the day the grievant should have reasonably been expected to be aware of the incident that gave rise to the grievance. An on-going event that may give rise to a grievance may be grieved at any time, provided that at the time the grievance is filed the event complained of must have occurred 21 days before the grievance is filed. When the

employee identifies the problem to the supervisor/ manager, a written answer will be provided within 7 calendar days. Where the employee is representing himself or herself at Step 1, the Employer agrees to provide the Union with a copy of the written decision before it is implemented.

Step 2

If the grievance is not resolved at Step 1, the grievance may be elevated to Step 2 (Note: At Step 2 or higher, the Employee may only proceed with Union representation.) The AFGE Grievance Form will be presented within 7 calendar days to the Flight Chief or Designee. Added issues not raised in Step 1, may not be raised at this Step. However, the Union could, with the agreement of Management, add an issue related to the present issue after the first step. If management does not agree, the Union could request an extension to go back to the first step. Timeliness of the new issue would be judged on when the issue is raised. The Flight Chief or Designee will meet with the employee and/or Union representative within 7 calendar days after receipt of the grievance. The Flight Chief or Designee shall provide a written answer within 7 calendar days after the meeting.

Step 3

If the grievance is not settled at Step 2, the union representative may, within 7 calendar days, forward the grievance to the Commander, 60 Service Squadron or Designee, for further consideration. The Commander will review the grievance, schedule a meeting to consult with the union representative within 7 calendar days, and give the union representative the written answer within 7 calendar days after the meeting.

Section 6. If the grievance is not satisfactorily settled at Step 3, the Union President or his designee may refer the matter to arbitration.

Section 7. All time limits in this article may be extended by mutual consent. Failure on the part of either party to meet any of the time requirements of the procedure will mean that the other party may elevate the grievance to the next step.

Section 8. Union Grievances. Union grievances are submitted in writing by the Union President or a designee to the Commander, 60th Support Group or Designee. After receiving the package, the Commander or designee and the Union President or designee will meet within seven calendar days after receipt of the grievance to discuss it. The Commander or designee shall give the Union a written decision within 10 calendar days after the meeting. If the Union is dissatisfied with the decision rendered in this Section, it may invoke arbitration in accordance with Article 27.

Section 9. Employer Grievances. Employer grievances are submitted in writing by the Commander, 60th Services Squadron Commander, Human Resources Officer, or designee to the Union President. The Union President or a designee and the Commander or designee will meet within seven calendar days after receipt of the grievance to discuss it. The Union shall give a written decision within 10 calendar days after the meeting. If the Employer is dissatisfied with the decision of the Union rendered in this Section, it may invoke arbitration in accordance with Article 27.

ARTICLE 27: ARBITRATION

Section 1. If a grievance is not resolved through the negotiated grievance procedure, the Union or the Employer may, within thirty (30) calendar days of the final decision, invoke arbitration by notifying the other party in writing. The Union or the Employer may request expedited arbitration, if applicable.

Section 2. Within five (5) workdays from the date of the request for arbitration, the Parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to provide a list of five (5) persons qualified to act as arbitrators.

Section 3. The Parties agree to share equally all costs of arbitration to the extent permissible by law and/or regulation. The arbitration hearing will be held, if possible, on the Employer's premises during normal duty hours. Employees required to be present at the hearing shall be in a duty status.

Section 4. The arbitrator will be requested to render a decision as quickly as possible, but in any event not later than thirty (30) calendar days after the conclusion of the hearing unless the Parties mutually agree to extend the time limit.

Section 5. The arbitrator's decision will be limited to the grievance presented and must be answered within the framework of this Agreement. Any questions of interpretation of agency regulations will be referred to the Office of Primary Responsibility (OPR) for interpretation. If the Employer or the Union cannot accept the arbitrator's award, then either Party may file an exception to the award with the Federal Labor Relations Authority (FLRA) under applicable regulations and procedures. The Party taking exception will assure notification of the other Party including service of applicable documents as required by regulation or procedure.

Section 6. Conventional Arbitration:

- a. Selection of Arbitrator:
 - 1) Within ten (10) calendar days of receipt of said list from FMCS representatives of the Parties shall meet to select an impartial arbitrator. Failing to reach agreement on one of the names on the list, representatives of the Union and the Employer shall alternately strike one arbitrator's name from the list of five (5) arbitrators until only one (1) name remains. Initial striking shall be determined by chance. The remaining name shall be the duly selected arbitrator.
 - 2) If a Party refuses to participate in the selection of an arbitrator, the case shall be deemed resolved in favor of the other Party.
- b. Upon notification through FMCS to the arbitrator of their selection, representatives of the Employer and Union shall jointly make arrangements for the hearing on a mutually acceptable date. The Parties shall make every effort to schedule arbitration hearings arising hereunder within thirty (30) calendar days of notification by the selected arbitrator of their availability.
- c. The cost of a shorthand reporter or transcript where such is mutually agreed upon by the Parties or where requested by the arbitrator, shall be shared equally by the Parties. Absent mutual agreement, either Party may unilaterally request that a transcript be prepared but must bear all costs incurred in its preparation, and provide the other party a copy.
- d. The arbitrator shall have the authority to make all grievability and/or arbitrability determinations. Questions of arbitrability shall be submitted to an arbitrator by brief, and decided prior to a hearing, unless otherwise mutually agreed upon. If the arbitrator determines there is a reasonable basis that the issue is arbitrable, they will hear the merits of the underlying grievance and decide the issues together.
 - 1) The arbitrator's authority is limited to deciding only the issue or issues considered in the formal grievance. If the Parties fail to agree on a joint stipulation of the issue for arbitration, then each shall submit a separate stipulation and the arbitrator shall determine the issue or issues to be heard.
 - 2) The order of proceedings will be determined by the arbitrator.
 - 3) (3) The arbitrator's award shall be binding on the Parties and implemented upon receipt, unless appealed. Either Party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority (FLRA).

- 4) If an arbitrator's decision alters the management action in any way, the personnel document placed in the Official Personnel Folder will be similarly changed, or canceled and removed, as appropriate.
 - 5) Any dispute over the application or interpretation of an arbitrator's award, including remanded awards, shall be returned to the arbitrator for settlement.
- e. The Employer agrees that a reasonable number of relevant witnesses, who are employees of the Employer and who are otherwise in a duty status, shall be excused from duty to provide testimony in arbitration hearings arising under this ARTICLE. Such employees shall not suffer a loss of pay or charge to leave. In order to provide for availability, the Employer must receive a list of proposed witnesses, in writing, at least seven (7) calendar days prior to the scheduled hearing date of the arbitration. Such witnesses will be provided a reasonable amount of duty time to prepare for arbitration.

Section 7. Expedited Arbitration:

- a. General: The Parties agree that individual employee grievances on matters listed below may be arbitrated using the expedited procedure if mutually agreed. Group grievances may be included by mutual agreement. Awards rendered in this expedited procedure will have no precedential value.
- b. Grievances involving the following issues may be arbitrated under this procedure if mutually agreed.
 - (1) Decision to Reprimand.
 - (2) Oral admonishment.
 - (3) Suspensions of three (3) days or less.
 - (4) Appraisals.
 - (5) Entries on AF-971 file.
 - (6) Promotions.
- c. Further, by mutual agreement in writing, the Parties may use the Expedited procedure on other issues.
- d. Invoking Expedited Arbitration: If the Union wishes to invoke expedited arbitration, the Union President, or designee, must present to the Human Resources Officer a written request for expedited arbitration within ten (10) workdays of the Step 3 decision. If mutually agreed to use expedited arbitration, the Human Resources Officer will arrange for a hearing to be held on a mutually agreed upon date. The hearing will be held within twenty-five (25) calendar days of receipt of the written request to invoke expedited arbitration.

- e. **Conduct of Hearing:** Either Party may use up to five (5) witnesses (unless it is determined by mutual agreement or the arbitrator that more are necessary) and may present evidence and exhibits in support of their respective positions. There will, however, be no formal rules of evidence and no transcripts. Pre or post hearing briefs may be filed if desired at the option of either Party. The arbitrator must render a written award postmarked not later than three (3) workdays after the conclusion of the hearing. The arbitrator's fees and expenses will be submitted to the Parties concurrent with the award.
- f. **Selection of Arbitrators:** A permanent alphabetized list of five (5) arbitrators, established by the Parties, will be used in a fixed rotation. The alphabetical rotation for selection of an arbitrator will be followed until an arbitrator is available. If the Parties cannot agree on the permanent list, there will be no expedited procedure.
- g. **Arbitrator Fees:** Arbitrators under this procedure will be compensated at the rate of their actual fee per hearing day plus travel expenses. There will be no reimbursement to the arbitrator for expenses incurred for post hearing study or writing. The fee will be equally paid by the Parties.

Section 8. Observer. The Union may have an observer present at arbitration hearings for training purposes.

ARTICLE 28: ALTERNATE DISPUTE RESOLUTION

Section 1. The Parties may agree to use a variety of Alternate Dispute Resolution procedures to try to resolve selected problems which will occur in the day to day relationship of the parties. Either Party may request the use of ADR to resolve issues such as grievances or discrimination complaints. Time limits of the grievance procedure will be extended when the Parties elect to use ADR.

Section 2. The goal of ADR is to resolve problems promptly, in a WIN/WIN manner. No fault settlements may be appropriate to craft effective solutions, without allocating blame, which will contribute to improved relations between the Parties.

Section 3. The Parties recognize that ADR is an important element of successful Partnership efforts and will jointly support the growth of this concept.

- 1) The Parties agree that the NAF bargaining unit will adopt the established appropriated fund “Peer Group Review” ADR process for resolving written grievances using the same terms and conditions as apply to the appropriated fund program. In addition, on an interim basis only until there is additional training accomplished, the Union may designate “peers” who are appropriated fund employees.
- 2) When Peer Group Review becomes available to appropriated fund bargaining unit employees to use in resolving discrimination complaints, it may then be used for discrimination complaints of NAF bargaining unit employees as well, using the same terms and conditions.
- 3) Voluntary Mediation/Negotiated Settlement of grievances, discrimination complaints, or unfair labor practice allegations continue to be available as ADR tools to resolve disputes. These could take place at any stage of the proceeding, if mutually agreed by the Parties involved.
- 4) To the extent that the parties find it beneficial, and in selected, appropriate cases, the Employer agrees to make available mediation/facilitation to resolve disputes and problems that are between one employee and another. It is understood that these disputes are not grievances and these settlements may be accomplished with or without union representation at the meetings. Furthermore, the employees may keep their problem/ resolution confidential as determined by the employees concerned. It is understood that mediated settlements between one employee and another cannot dictate matters or conditions over which the employees do not have the authority to act. Where assistance or intervention from the Employer is desired, the settlement should state that such assistance will be sought.

ARTICLE 29: CONTRACTING OUT

Section 1. The Employer will notify the union in advance of its intent to solicit bids for work that could result in a RIF. An advance notification will provide the reasons for the contracting action to provide the union an opportunity to respond and/or to explore its option to bid for the work.

Section 2. The Employer will take appropriate steps to minimize the adverse impact on employees whose functions have been contracted out, as provided in other applicable provisions of this agreement. Such steps may include, but are not limited to alternative placement and retraining, as appropriate. The Employer also agrees to consider use of

attrition and restriction of new hires to assure that maximum retention of permanent employees is achieved.

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

ARTICLE 30: WAGE SURVEYS

Section 1. The Union shall be notified by the employer as soon as possible after receipt of information as to the tentative and/or actual starting dates of a wage survey ordered by the Department of Defense Wage Fixing Authority. The Union may submit recommendations for additions or deletions to the list of establishments and jobs to be surveyed.

Section 2. The Union's nominees for survey teams will be provided official time for training by the Union, not to exceed eight hours, and any training provided by the Department of Defense Wage Fixing Authority prior to the beginning of the wage survey.

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

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

ARTICLE 31: ALTERNATE WORK SCHEDULES (AWS)

Section 1. Alternate Work Schedules.

- a. The primary purpose for the Alternate Work Schedule program is the efficiency of the organization and the accomplishment of the mission. However, a desired by-product of the program is a balance between the efficiency of the organization, accomplishment of the mission and increased employee morale.
- b. Intent. It is the intent of the parties to provide a document sufficiently broad in scope to define the major components of the program. Within the parameters of this article, the parties will have the latitude to implement any of the Alternative Work Schedule options identified herein to meet the needs of the mission requirements. It is also the parties' intention that this program be adaptable enough to allow the parties the latitude to design and establish AWS options tailored to meet the unique needs of mission requirements for individual organizations at Travis AFB.
- c. Objectives. The objectives of the AWS are to provide the Employer the opportunity to continue improvements in customer service, productivity, and cost savings. The parties understand (1) service to the customer must be maintained at the same or higher level than prior to the AWS; (2) the requested schedule must not increase Air Force costs, result in delays of service, or cause inefficiencies; (3) work performed must be of such a nature as to ensure the employee will be productive for the entire working period; (4) the morale and quality of life will be increased for the employee and his or her family; and (5) traffic congestion and hazardous auto emissions will be reduced by using the AWS to remove hundreds of cars per week from polluting the environment of Travis AFB.
- d. Overtime is payable to employees on AWS only for those hours worked in addition to the scheduled hours.

Section 2. Options. The parties recognize that the use of alternate work schedules and staggered work hours has the potential to improve productivity and morale and provide greater service to the public. This Article establishes the framework which has been negotiated by the parties to cover policies and procedures for implementation, modification, or discontinuance of Alternate Work Schedules for bargaining unit employee.

(1) Staggered Work Hours. Regardless of an employee's schedule, or the hours of work established within any work center, the supervisor may approve minor deviations in the starting and quitting time for a particular employee, on a temporary or semipermanent basis, based on special circumstances of the employee warranting such action. These changes will not be authorized to reduce the length of the employee's lunch period, nor will they be approved if additional costs to the agency in the form of premium pay would result. These provisions are intended to promote Family Friendly Work Policies where it can be done without adverse impact on the mission and productivity.

(2) Compressed Work Schedule.

- (a) The parties agree that there will be a Compressed Work Schedule Program in effect for bargaining unit employees where it has already been approved. New compressed work schedules will be approved if consensus is reached between the union and applicable supervisor.
- (b) The specific compressed work schedule which will normally be authorized for 40 hour per week bargaining unit employees is the “5-4-9 Schedule” (which allows one day off each pay period, but the employee works 8 9-hour days, and one 8-hour day, for a total of 80 hours in the pay period.) Similarly, where appropriate, employees on less than 40 hour schedules or flexible employees may also be considered for AWS programs.
- (c) When reaching a consensus on specific employees to work the compressed work schedule, the parties may exclude employees who occupy one-deep positions or other circumstances where the employee’s services are not needed the extra hour a day. Employees who are on a compressed work schedule will revert to the five day work week during TDY. The supervisor may also temporarily discontinue AWS for an employee or group of employees for reasons of limited expected duration, when a demonstrated mission impact has been shown.
- (d) When a Holiday occurs, the employee’s holiday is either the 9 hours or 8 hours, whichever is that employee’s schedule for the day (or other scheduled hours in the approved AWS).
- (e) Employees are not required to be on compressed work schedules even if available to them; they may elect to remain on the regular 5 8-hour day schedule. An employee who wants to change their election should notify the supervisor one week in advance of the desired date.

Section 3. Discontinuance of AWS.

- (1) Management may temporarily discontinue AWS for 90 days or FSIP action in a particular work area after notifying the Union that an adverse agency impact exists. The definition of adverse agency impact is found in 5 USC 6131.
- (2) The Parties agree that a joint task force will be established within two weeks after notice to collect data, evaluate options, and make recommendations to the Employer. This group will be composed of no more than six (6) people. There will be equal numbers of management officials and union representatives.
- (3) The group, using the consensus process, will make recommendations to the Employer within thirty days of the date it is established. Recommendations may

include keeping, modifying, or permanently discontinuing AWS in the work area concerned. If the union does not agree with the alleged adverse agency impact, the union will exercise its right to request assistance from the Federal Services Impasse Panel.

- (4) Nothing in this article shall preclude either of the Parties from filing a complaint, statutory appeal, or grievance at any step of the process if they believe the conditions of this agreement are not being followed.
- (5) Any of the time limits or procedures described in this section may be modified by mutual consent of the Parties.

Section 4. Credit Hours. Under this program, employees may volunteer to work extra hours on a given day, with the express permission of the supervisor. Supervisor's will assure that there is meaningful and necessary work to be done in the proposed period before approval. The credit hours earned are recorded in the time keeping system, and 24 hours are the maximum that may be earned/used or carried over within each pay period. When an employee takes the credit hour time "off" from work, approval must be requested from the supervisor just as the case for other absences.

ARTICLE 32: INCENTIVE AWARDS

Section 1. The Employer and the Union agree that recognition should be granted to an employee who, by their own efforts, initiative, and industry contributes considerably more to the operation than normally would be expected. Such an employee accomplishes the tasks assigned to them in a shorter than normal time and more effectively than required; they voluntarily seek other tasks to perform to help others or to help the operation; they take pride in their work and their job. An employee such as this is valuable to the business; for not only do they accomplish more than is expected, but they stimulate others to do the same. To single out, recognize, and reward this kind of person is the purpose of the Incentive Awards Program. Contributions could include but are not limited to the following: Displayed perseverance and dedication to duty; improved procedures or methods; eliminated or minimized safety hazards; increased productivity;

saved time, money and/or other NAF resources; improved customer service; or made other noteworthy contributions at any time and/or received official commendation from other than NAF sources.

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

- a. Performance award: Given to employees to recognize outstanding performance of a continuing nature. These are processed under and governed by the procedures in Article 18.
- b. Special Act or Service award: Given to an employee for a specific event that results in a unique contribution to the organization above and beyond the scope of assigned duties.
- c. On the Spot Cash award: Given to an employee for a specific event or situation that resulted in a unique contribution to the activity or organization, not exceeding \$250.00.
- d. Length of service award: Given in recognition to employees who have 5, 10, 20, 30, 40 or 50 years of service in a manner established by the 60th Services Squadron commander.
- e. Honorary award: given to NAF employees in accordance with AFI 36-1001.
- f. NAF Flight or Services Programs: Each NAF flight is encouraged to establish specific employee recognition programs, i.e., employee of the month or of the year. In addition, a NAF Employee of the Quarter Program will be initiated.
- g. Suggestion program: Employees are encouraged to suggest improvements that result in tangible and intangible benefits to the activity. Certificates and letters will be sent to the employee in recognition of an approved suggestion and a copy of the letter will be filed in the employee's Official Personnel File (OPF). The approved suggestion will also be recorded in the AF- 971 file for each recipient.
- h. Time-off incentive awards grant time-off from duty without loss of pay or charge to leave for a superior accomplishment or personal effort that contribute to the quality, efficiency, or economy of Government operations.

Section 3. Supervisors will give employees fair consideration for awards commensurate with performance.

ARTICLE 33: UNION REQUESTS FOR INFORMATION

Section 1. As required by law, 5 USC 7114, the Employer will cooperate in providing information or data to the union which is reasonably available and necessary for the union to carry out its representational duties. Requests for information will be made to the appropriate management official. Wherever possible, problems on such requests will be worked out on a case by case basis. Where the Employer so requests, the Union will provide clarification of the issues in the grievance or other issue to be resolved. Management will furnish data in a reasonably timely manner. Personal records on an employee will not be released unless the request is accompanied by a written designation of the union as the representative of the employee in the matter described.

Section 2. Access to the Supervisor's Record of the Employee (AF Form 971) and related documents should be handled on an informal basis. The Employer will provide access to the AF Form 971 and will provide copies of relevant documents from that record to facilitate processing of the grievance, when designated by the employee in writing or accompanied by the employee. Only those documents which are reasonable and necessary to the issue should be requested.

Section 3. It is agreed and understood that the language herein is intended only to clarify the rights and obligations already set forth in 5 USC 7114, and case law decided thereunder, and is not intended to limit any rights that the Union has by virtue of this section.

ARTICLE 34: SMOKING POLICY

Section 1. The Parties will comply with Air Force Instruction (40-102) and the DOD Smoking Policy that is in effect at the time this contract is approved, which require the establishment of a smoke-free workplace. The Employer will designate outdoor smoking areas, when possible, which are reasonably accessible to employees and provide a measure of protection from the elements.

Section 2. Employees will be provided the opportunity to participate in the Employer's smoking cessation classes, at no cost to the employee.

ARTICLE 35: CHILD DEVELOPMENT CENTER (CDC) AND YOUTH FLIGHT (YF) PERSONNEL

Section 1. CC employees who are on developmental positions who complete their modules and applicable experience requirements shall be promoted to the next level (i.e., CC1 to CC2) within two pay periods as required by CC Pay System Guidance.

Section 2. All CC employees who are on developmental positions shall receive administrative time to complete their modules. Training will be accomplished in a fair and equitable basis among all employees.

ARTICLE 36: SUPPLEMENTATION OF AGREEMENT

Section 1. This agreement may be reopened for the purpose of negotiating a supplement to the agreement only by mutual agreement of the Parties. The Party who is requesting reopening of the agreement must make its request in writing, accompanied by a list of the Articles and/or issues involved. If it is mutually agreed to reopen the agreement, negotiations will begin within 30 days after that date.

Section 2. Supplemental agreements or amendments to this agreement that are entered into by the parties shall become a part of, and shall terminate at the same time as, this agreement unless otherwise expressly agreed to by the parties in writing.

ARTICLE 37: DURATION OF AGREEMENT

This agreement will remain in full force and effect for two years from the date of its execution, the date signed by the Parties. However, the provisions do not become effective until the date of approval by Department of Defense. If the agreement is not approved or disapproved within 30 days from the date of execution by the Parties, then the provisions of 5 USC 7114 shall apply. If neither Party gives notice of its intent to negotiate a new agreement, the agreement will be automatically renewed for succeeding periods of one year. However, either party may give written notice to the other party, not more than 90 calendar days nor less than 60 calendar days prior to the expiration date, of its intention to negotiate a new agreement. Negotiations shall then begin within 30 calendar days, or another mutually agreed to date.

In witness whereof the Parties hereto have executed this Agreement on this 22nd day of August, 2007.

For the American Federation of
Government Employees Local 1764

For Travis Air Force Base
California