

NEGOTIATED AGREEMENT

Between

RANDOLPH AIR FORCE BASE, TEXAS

And

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

Non-Appropriated Fund (NAF) Employees
NAF at Randolph Air Force Base Texas
San.Antonio, Texas

Effective Date

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Between

COMMANDER, 12TH SUPPORT GROUP
RANDOLPH AIR FORCE BASE, TEXAS

And

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

Non-appropriated Funds (NAF) at Randolph Air Force Base
San Antonio, Texas

FOR THE UNION

FOR THE EMPLOYER

[Signatures Deleted]

Executed this eighteenth day of February 2003 at
Randolph Air Force Base, Texas

DoD FAS Approval Date: _____

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PREAMBLE

P.1. This Agreement is made and entered into by and between the 12th Flying Training Wing Commander, referred to as the Employer, and Local 1840 American Federation of Government Employees, referred to as the Union, and collectively known as the Parties. For official time purposes, when the term “Union official” (e.g., representative, steward, or officer) is used in this negotiated Agreement, and the Union official is a Randolph Air Force Base employee, the Parties recognize the Union official referred to is a NAF employee covered by this bargaining unit.

P.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 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 the Federal Service Labor Management Relations Statute (5 U.S.C., Chapter 71). The Employer will ensure that supervisors and managers are aware of this Agreement and knowledgeable of its contents.

P.3. The Parties agree, in the interests of precision and better readability, to use pronouns of the male gender throughout this Agreement when referring to individuals of either or both sexes.

P.4. After the effective date of this Agreement, all proposed Activity Operating Instructions (AOI's) and Division Operating Instructions (DOI's) affecting working conditions of bargaining unit employees will be provided to the Union for negotiation. All existing past practices, formal/informal policies, AOIs, and DOIs that are in conflict with, or more restrictive than, provisions of this Agreement, are superseded.

P.5. The following articles constitute the entire Agreement, and there will be no side agreements or understandings, written or implied, other than those embodied in the Agreement, unless the Parties negotiate mid-term agreements during the duration of the Agreement.

ARTICLE 1

RECOGNITION AND UNIT DESCRIPTION

1.1. The Employer recognizes that the Union is the exclusive representative of all employees in the unit (as defined in 1-2 below). The Union recognizes its responsibilities 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.

1.2. The Exclusive Unit covered by the terms of this Agreement is defined as follows: The bargaining unit consists of non-supervisory personnel who are paid with nonappropriated funds (NAFs) at Randolph Air Force Base in employment categories of regular and flexible, including term appointments. This does not include personnel at Randolph Air Force Base employed by the Army-Air Force Exchange Service, the Army-Air Force Motion Picture Service, or the Air Force Services Agency; or employees of NAF activities at Randolph Air Force Base in supervisory, managerial, professional, or guard positions, or in non-clerical federal civilian personnel work. This also does not include personnel who are paid by appropriated funds at Randolph Air Force Base.

ARTICLE 2

PURPOSE

2.1. The Parties jointly recognize that the uninterrupted, orderly, economical, and efficient accomplishment of the mission of Randolph Air Force Base is a mutual objective and that their cooperation in achieving Randolph's mission is a mutual responsibility.

2.2. Among the purposes of this negotiated Agreement are:

- 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.
- d. To adjust promptly all differences arising between them related to matters covered by the 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

EMPLOYEE RIGHTS

3.1. Each employee in the unit defined in Article 1, paragraph 1.2, has the right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization or to refrain from any such activity, and each employee shall be protected in the exercise of this right. The Employer agrees to ensure that employees in the unit are informed of this right and that no interference, restraint, coercion, reprisals or discrimination is practiced by the Employer's representative to encourage or discourage membership in a labor organization.

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

3.3. Management recognizes an employee's right to assistance and representation by the Union, and the right to meet and confer with Union representatives in private during duty time, consistent with Article 6, Official Time. If the employee cannot be released immediately, he will normally be released before the end of his tour of duty or the next duty day. If such release is not made, appropriate relief from time frames will be afforded. The Employer agrees to inform all employees in writing, at least twice annually, of the right to Union representation under 5 U.S.C. 7114(a)(2)(B) by postings on official bulletin boards and in Base publications such as the HRO Employee Newsletter.

3.4. Exclusive recognition of the Union does not preclude an employee in the unit, regardless of whether he is a member of the Union, from bringing matters of personal concern to the attention of appropriate officials under applicable law, rule, regulation, or established agency policy; from exercising grievance or appellate rights established by law or regulation; or from choosing his own representative in an appellate action. When pursuing a grievance under Article 12, the employee must be represented by the Union or must represent himself.

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

3.6. The Union and the Employer expect employees to discharge their assigned duties conscientiously in the most effective and productive manner they can, to observe in spirit and action the laws and regulations governing their employment, and to conduct themselves in such a way that their behavior will not reflect adversely on the Air Force or the public service. Employees are also expected to confer with their immediate supervisors, other management officials, or the HRO, as appropriate, to discuss matters of concern to them, to secure information needed, or to resolve problems related to their Air Force employment. Employees have the right to visit the HRO during duty hours with supervisor approval. Bargaining unit employees may confer with the Union representative if they choose to do so. When an employee has designated the Union to represent him, the Employer will not bypass the Union to deal directly with him.

3.7. Employees have a right to receive copies of any information specific to them personally maintained under their names or social security numbers by the supervisor. This includes any documentation, which is not covered by official records referenced in Article 17, Employee Personnel Records. The intent of this section is that supervisors will take timely actions to set expectations with employees, counsel employees, and make memory jogger notes an official part of the Supervisor's Employee Work Folder and AF Form 971 records.

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

3.9. Employees have the right to expect and to pursue conditions of employment which promote and sustain human dignity and self-respect.

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

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

3.12. Counseling will be reasonable and fair, and used constructively to encourage an employee's improvement in areas of conduct and performance. This does not preclude management from exercising their right in determining appropriate penalty. It may not be viewed as disciplinary action. At any counseling session where an employee is being questioned, the employee has the right to request Union representation under Weingarten rights.

a. When it is determined that oral counseling is necessary, the counseling will be accomplished during a private meeting with the concerned employee. If, after such a meeting, the employee is dissatisfied, he may pursue a grievance. If there is to be more than one management official involved in a counseling session with an employee, the employee will be so notified in advance and he will be given an opportunity to have a Union representative at the session.

b. Written counseling will be accomplished in the same manner as specified above, except that two copies of a written statement will be given to the employee.

c. A written counseling for misconduct may be used only to support other personnel actions for up to six months, unless additional related misconduct occurs, and then it may be used up to one year.

d. A written counseling for performance may be used through a grievance and complaint process of the annual performance rating when needed to support a timely personnel action related to that rating or any timely action taken during that period.

3.13. The Employer will give the Union a notice and opportunity to attend all formal meetings, including group/staff meetings which are formal. The Parties agree these meetings serve as a useful means of communication. The Employer agrees this type of meeting will be held when necessary within each activity to discuss concerns of both the Employer and employees.

3.14. The Parties agree the Union can publish the status of employee actions (such as grievances and third party decision; e.g., ULP, Office of Special Counsel cases, etc.) in the Union newsletter and post this on the Union portion of bulletin boards. This excludes publication of EEO cases.

ARTICLE 4

EMPLOYER RIGHTS

4.1. In the administration of all matters covered by this Agreement, officials and employees are governed by existing and future laws and regulations of appropriate authorities, including policies set forth in the 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 that they do not conflict with the expressed terms of this Agreement, unless such changes are required by law or the Code of Federal Regulations.

4.2. The provisions of this Article apply to all agreements between the Parties.

4.3. It is agreed and understood that management retains the right, in accordance with applicable laws:

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

b. To hire, assign, direct, layoff, and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees.

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

d. With respect to filling positions, to make selection from among properly ranked and certified candidates for promotions, or other appropriate sources (At the time of negotiations, the Parties acknowledge there is not a present requirement for ranking candidates prior to referral for selection) and

e. To take whatever actions may be necessary to carry out the Employer mission during emergencies.

4.4. The right to make rules, regulations, and policies will be considered acknowledged functions of the Employer. In making rules and regulations, and policies relating to personnel policies, practices, procedures, and matters of working conditions, the Employer recognizes its obligation with the Union and the obligations imposed by this Agreement.

4.5. In prescribing regulations relating to personnel policies, practices, and conditions of employment, the Employer shall have due regard for the obligations imposed by Title VII, as amended. However, the Employer and the Union may negotiate at the election of the 12th Support Group Commander or his designee, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.

4.6. The provisions of this Article will not nullify or abridge the rights of employees or the Union to grieve or appeal the exercise of the Management rights set forth in this Article through appropriate channels.

4.7. The rights and responsibilities of management set forth in this Article are in addition to any other management rights or responsibilities specified elsewhere in this negotiated Agreement.

ARTICLE 5

UNION RIGHTS

5.1. The Employer recognizes the Union is the exclusive representative of the employees in the bargaining unit, is entitled to act for and to negotiate agreements covering all employees in the unit, and is responsible for representing the interests of all such employees. The Union rights in this article are in addition to those set forth in the Preamble and elsewhere in this Agreement.

a. Management agrees to respect the rights of the Union and to meet jointly and negotiate with the Union on such matters, and further agrees to negotiate with the Union regarding implementation of any new policy or change in existing policy affecting employees or the conditions of their employment.

b. The Union, in consonance with its right to represent, has a right to propose resolutions to problems. This right will apply at all levels of management and the Union starting with the steward and the first level supervisor.

c. The Employer will recognize the officers and officials/representatives designated by the Union, in writing, and will maintain on a current basis, a list of the Union officers and officials, including stewards. Management will communicate this list to bargaining unit employees within thirty (30) days after its receipt, by posting the list on all bulletin boards and by distributing the list to supervisors of employees in the bargaining unit.

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

5.2. Management will not communicate in writing directly with bargaining unit employees through surveys and questionnaires regarding conditions of employment without prior notification to the Union and bargaining where appropriate. This includes all written questionnaires and surveys from all other agencies.

5.3. The Employer will give advance notice and the opportunity to bargain, as appropriate, to the Union when initiating or discontinuing organization-wide voluntary programs (e.g., CFC, Savings Bond campaigns, blood donor drives).

5.4. The Union will be notified and given the opportunity to be present and to participate at any formal discussion between one or more Management and one or more employees in the unit or their representatives concerning any grievance, personnel policy or practice or other general condition of employment.

5.5. The Employer will provide the Union the opportunity to be represented at any examination of an employee in the unit by a representative of the Agency (e.g., first-level supervisor, higher-level management, Civilian Personnel, HRO, Safety Officers/Wing Safety, IG, Security Forces, OSI, etc.) in connection with an investigation if:

(1) The employee reasonably believes that the examination may result in disciplinary action against the employee; and

(2) The employee requests representation.

b. The employee will be provided Union representation in a timely manner in order to minimize delays in conducting interviews.

c. The employee will be provided advance written notice of the subject of the interview when the interview is to be held above the level of first-level supervisor.

d. The Employer will advise employees in the unit of this right twice annually, post on official bulletin boards, and publish in base publications, such as the HRO employee newsletter (Article 3).

e. In some circumstances, a written memorandum may be used as a substitute for an oral examination in connection with an investigation. In such cases, where the criteria of section a(1) are met, the employee is entitled to the opportunity to consult with a Union representative before completing the memorandum.

f. In such cases where an employee who is requested to give testimony against another employee and who refuses to do so voluntarily and where criteria of section 5.4a(1) of this article are met, will be entitled to representation before the time the Agency initiates proceedings to compel such testimony or institutes charges of insubordination.

g. Interviews in connection with misconduct investigations may be conducted at any reasonable hour. However, where an employee is directed to appear for an interview, all hours spent in the interview shall be compensated at the appropriate rate.

h. Any guarantee of administrative immunity offered to induce the employee to submit to interrogation will be *bona fide* and in writing, with a copy provided to the employee and his representative.

ARTICLE 6

UNION REPRESENTATION AND OFFICIAL TIME

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

6.2. It is agreed that the number of stewards will not exceed 20. The Union will determine servicing assignments of stewards. The Union will determine if, and/or when, to assign a Steward in the organizational area to which they are assigned.

6.3. The employer agrees that duly authorized officials, representatives, and stewards who are employees in the unit may engage in the activities specified in this section on duty time if they are otherwise in regular duty status and make proper arrangements for the particular activity in accordance with section 6-4 of this article. The Union will assure that its officials, representatives, and stewards keep the use of duty time to the amount reasonable and necessary for the proper performance of the authorized function. A reasonable amount of official time will be granted to an elected official or steward of the Union to accomplish, but not limited to, the following:

a. Discussing and reviewing potential grievances with bargaining unit employees, first-level supervisors, the HRO, and LRO.

b. Representing an employee or the Union in the investigation, preparation of, and responding to a grievance decision to management officials as provided in Article 12, Grievance and Arbitration Procedures.

c. Preparing for arbitration and serving as the Union spokesperson/employee representative in an arbitration hearing conducted under Article 12. The Union will be allowed two people at an arbitration hearing: a spokesperson/representative and technical advisor unless the Union is the grievant. Upon request, the technical advisor may be allowed reasonable official time for an arbitration which must be used for preparation of witnesses and research. Should a non-Randolph employee serve in any capacity during the course of the arbitration hearing, the Union will still be entitled to two representatives, if the Union determines that is needed.

d. Serving as the employee's representative in the preparation and presentation of a reply to a proposed adverse action, EEO discrimination complaint hearing, workers' compensation case, ULP hearing, FMCS case, FSIP case, arbitration, etc., where the employee has designated the Union as his representative. This also includes serving as a witness in these types of cases.

e. Acting in the capacity of Union official in any grievance, or at the adjustment of employee grievance, in which the Union is not designated as employee representative.

f. Preparing for and negotiating with management officials concerning changes to personnel policies, practices, and matters affecting working conditions proposed by the officials as provided for in the terms of this Agreement. This includes meetings and conversations with employees and supervisors during preparations and negotiations.

- g. Preparing for and negotiating with management officials concerning mid-term and mid-duration negotiations, whether initiated by the Union or the Employer. This includes contacts with employees, supervisors, HRO, and LRO, during preparations and negotiations.
- h. Serving on committees of the Employer.
- i. Preparing for and attending meetings, conferences, seminars, and training arranged and called by management officials, where requested by either the Employer or the Union for any valid purpose. The management official arranging such meetings shall also arrange for the Union's official(s).
- j. Preparing for and attending formal and investigatory meetings between management and employees.
- k. Investigating and preparing requests for information under 5 U.S.C. 7114(b)(4).
- l. Attending safety training. One Union official may attend safety inspections as an observer.
- m. Preparing responses to management-initiated correspondence to the Union.
- n. Preparing for and participating in problem solving and mediation. This includes appropriate Union involvement in such matters as alternative discipline.
- o. Preparing for and participating in partnership activities.
- p. Participating as a data collector or committee member in a wage survey, and making contact with employees and supervisors.
- q. Performing other functions where official time is expressly authorized by law and the terms of this Agreement, and representational functions not expressly authorized in the Agreement which are needed to administer the Agreement and duly represent bargaining unit employees.
- r. A Union officer or officially designated steward may confer at a mutually agreeable time with an appropriate supervisor, management official, or HRO representative, or LRO about employee complaints or problems concerning the implementation of this written Agreement.
- s. Preparing and processing Unfair Labor Practice (ULP) charges. This includes providing evidence to the FLRA.
- t. Travel on the installation, and off the installation for representational duties such as those enumerated in this Article.
- u. Preparing and participating on all approved Employer committees.
- v. Fact-finding, preparing for, and attending meetings and training about safety concerns, including those resulting from inspection visits and subsequent actions.

w. Preparing for and visiting Congressional representatives for the benefit of representational functions of the bargaining unit, and not for the purpose of discussing legislation or appropriation matters.

x. Preparing for and presenting information to new employees in employee orientations

y. Preparing for and providing mutually beneficial training to Union officials.

6.4. A Union official, representative, or steward who is an employee will request approval of official time from his immediate supervisor or his authorized substitute before leaving his assigned duties to perform any of the duties listed in section 6-3 of this Article. The employee requesting the official time must explain the nature, but not necessarily the subject matter of the business he is required to attend. He must provide an estimate of the official time that will be required. The supervisor will normally grant the request as promptly as the workload will allow. Also, permission to conduct the duties listed with any involved employee(s) will be obtained by the Union representative, in advance, by telephone if practicable, from the immediate supervisor of the involved employee(s). The Union representative will advise the supervisor of his pager number so that the employee and representative can be reached in case of emergency. All employees will report back to their duty section promptly upon completion of the authorized business. If the business is found to require more time than the original estimate, the Union representative must contact his supervisor and, the supervisor of the employee, to obtain permission to use more time. If the representative or employee is needed for an emergency, or work that cannot be accomplished at a later time, the supervisor may deny the request for the additional time. However, if the additional time is not granted, the Union representative will be given the needed additional time as promptly as possible. This time will be agreed upon by all Parties. If it is denied, the supervisor should try to schedule the official time as soon as possible. When a management official denies or delays the Union representative's request for official time, he will provide the Union with a written statement specifying the reason for the denial/delay, and informing the requesting Union official when he will be released.

6.5. The Employer agrees to approve official time for Union officers and stewards to attend Union-sponsored training that will be of mutual benefit to the Employer and the Union without charge to leave to attend or serve as instructor of Union-sponsored training for Local 1840 representatives. From the effective date of this Agreement through 31 Dec 01, official duty time for training of all Union officials combined will be limited to a total of 300 hours. Thereafter, official duty time for such training will be limited to a total of 225 hours, during each 12-month period. A 12-month period is understood to mean the period beginning 1 January of each year and ending on 31 December of each year. Unused hours may not be carried over. The Union will submit sufficiently detailed information concerning the content and schedule of each training session to permit the LRO to determine if official duty time will be granted.

6.6. It is agreed that Union officials who are not employees will, upon approval of the HRO or LRO, be allowed to visit the base on official business subject to national security regulations and visitor control procedures. Such Union officials will coordinate with the LRO before contacting employees during their duty hours.

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

6.8. The Union is allowed 1 hour per pay period official time for the administrative function of preparing information reports required under 5 U.S.C. 7120(c), including financial reports and trusteeship reports. The amount of time granted would be that necessary to gather data and complete reports.

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

6.10. The Parties agree to attempt to resolve unfair labor practice-type disputes informally before filing a formal ULP charge with the FLRA. The Party with a complaint will describe it fully in writing, and present it to the LRO or the Union president or other duly authorized officer, as appropriate. The Party receiving the written complaint will be given 7 calendar days to resolve the complaint. The Parties agree to meet with each other during the 7 calendar days as often as necessary for the purpose of settling the dispute without filing a ULP with the FLRA. The Parties will perform full fact-finding sessions including taking statements from witnesses and discussing the facts and evidence of the case(s) between the Parties.

6.11. To assist in determining what is a reasonable amount of time, the parties agree that typically, two hours to interview and draft a grievance is rebuttably reasonable. Further, one hour of official time for the grievant is rebuttably reasonable.

ARTICLE 7

NEGOTIATIONS

7.1. Representatives of the Union and the Employer shall meet at reasonable times and negotiate in good faith. The purpose will be to exchange information and views on appropriate subjects and to promote understanding and cooperation in the implementation of this Agreement and in all aspects of Union-Management relations. It is agreed and understood that matters appropriate for negotiations include personnel policies, practices, and matters affecting working conditions of employees in the unit that are within the discretion of the Employer, so far as may be appropriate under applicable laws, rules and regulations, including policies set forth by the OPM, published agency policies and regulations, and the Civil Service Reform Act of 1978, as amended.

7.2. The 12th Flying Training Wing Commander and/or the 12th Support Group Commander, or designee, will meet with the Union President/NAF Vice President upon request. The Union will address issues and attempt to resolve matters with the LRO/HRO and the 12th Services Director/Commander before scheduling a meeting with the 12th FTW Commander and/or the 12th SPTG Commander. The Union will provide the subject matter of the requested meeting.

7.3. The normal point of contact between the Union and the Employer for the purpose of discussing questions that may arise concerning the general administration or interpretation of this Agreement, regulations, or other matters involving the overall relations between the parties, shall be: for the Union, the duly elected president or his designee; for the Employer, the LRO or his designee.

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

7.5. Upon receipt of notification from management of proposed changes affecting conditions of employment, the Union will be afforded an opportunity to discuss those changes with the affected bargaining unit employees. The Parties acknowledge that the provisions of Article 6, Official Time, provisions apply for release of the Union representative and release of affected employees.

7.6. The Employer agrees to continue negotiations in good faith and to proceed, if necessary, through mediation by the FMCS and through resolution of any impasses by the Federal Service Impasses Panel. The Employer further agrees to retroactively apply any procedure for implementation and appropriate arrangements for employees adversely affected, if that is imposed upon them by the Panel.

7.7. Employer-initiated changes will not be implemented until negotiations are completed except matters, which the Employer gives the Union a written declaration of a compelling need.

7.8. All impasses in negotiations will be resolved in accordance with 5 U.S.C. 7119.

7.9. Either Party desiring, or having a requirement, to negotiate with the other on matters not covered by this Agreement will give advance notice to the other Party, including a statement of subject matter to be discussed and the problem, if any, which generated the cause for discussion. The advance notice may be provided by any means, including a telephone call. Article 7.4 will apply in the timeframes for information requests from the Union and proposals from either Party.

7.10. During negotiations and pre-negotiation meetings with management officials, the Union will be granted official time if otherwise in a duty status. The Employer and the Union will have an equal number of negotiators.

7.11. Unless prohibited by law and subject to the provisions of this Agreement, past practice and benefits not covered by the Agreement shall remain in full force and effect during the life of this Agreement unless, or until, changed by mutual agreement of the Parties.

7.12. This Agreement may be amended and/or supplemented by either Party upon mutual agreement.

ARTICLE 8

DURATION OF AGREEMENT

8.1. The effective date of this Agreement shall be the day it is approved by the DoD or the 31st day after it is signed by the Parties, whichever comes first. If the DoD review reveals any violation of law or Government-wide regulations, the Parties will meet within 7 workdays of notification and attempt to renegotiate that language. Before the effective date of this Agreement it will be submitted by the Union to the membership of Local 1840 for ratification.

8.2. This Agreement will remain in effect for three years from the date of its approval by DoD. On the third anniversary of its approval and each three years thereafter, it will automatically be renewed for an additional three year term unless, during the period between 105 and 60 days before the end of one of the three year terms, either Party gives written notice to the other Party of its desire to renegotiate the Agreement. Subject to the provisions of Article 8.1, if and when the Agreement is renewed, the Parties will execute a new signature page showing the new effective date.

8.3. If a notice to renegotiate the Agreement is given, this Agreement will remain in full force and effect until the changes have been negotiated and approved. Such notice to amend, add to, or modify will include the issues to be negotiated. Ground rules for negotiations will be drawn up by mutual agreement to include simultaneous exchange of proposals. The negotiations will be scheduled to begin within 60 days after the second Party receives the written notice, unless both Parties agree to a later date.

8.4. Either Party may submit a written request for midterm bargaining, identifying the articles it wishes to negotiate. Such requests must be submitted no earlier than 16 months after the effective date of the Agreement and no later than 18 months after the effective date of the Agreement. Each Party will be allowed to submit no more than six existing and/or new articles of the Agreement. The procedures in Article 8.3 will be followed for ground rules, exchange of proposals, and time frames for beginning negotiations. Midterm negotiations will begin within 30 days of the date the parties meet to exchange proposals, where applicable. Should midterm bargaining occur, the agreement will be brought into conformance with relevant statutes, executive orders, rules and regulations of higher authority.

8.5. In accordance with Article 7.9, either Party, during the life of this Agreement, may request to negotiate an issue which is not included in the Agreement by giving notice to the other Party of the subject matter requested for negotiation.

8.6. The Parties recognize that changes are occasionally made in laws, rules, and regulations that are binding on the Employer and the Union. When such changes occur, this Agreement can be reopened to conform the Agreement with such law, rule, or regulation. This agreement will be brought into conformance with relevant statutes, executive orders, rules and regulations of higher authority any time it is renegotiated. The Agreement will be supplemented, during the duration, by memorandums of understanding executed by the Employer and the Union.

ARTICLE 9

COMMUNICATIONS

9.1. Bulletin Boards.

a. The Employer agrees to make a reasonable amount of space available to the Union on designated bulletin boards in buildings where employees in the unit are concentrated. The bulletin board space may be used for posting appropriate notices concerning but not limited to, Union meetings, activities, and elections, and information relevant to the administration of this written Agreement.

b. The Union, in posting material on designated bulletin boards, agrees that it is fully and solely responsible for the content of the material in terms of accuracy and adherence to ethical standards, and that it does not violate any laws, or the security of the Employer. The Union further agrees that it is responsible for the neat and orderly maintenance of this allocated space, including removal of obsolete material. The material will include a date showing when it should be removed from the bulletin boards.

c. The following statement will be posted by the Union on appropriate designated bulletin boards:

“A portion of this bulletin board is furnished for the convenience of the Union. Objections to posted material must be brought to the attention of an AFGE official or the Human Resources Office.”

d. No material may be removed from the Union portion of bulletin boards except by a Union official, or at the direction of Civilian Personnel, LRO or HRO, or designee if the material is obviously obscene, racial, or is “classified.”

e. The use of the Employer’s facilities by the Union will not be available for posting or distribution of vulgar, libelous, or defamatory material directed at Employer officials or programs.

f. The Union may send the material through the internal mail system to the appropriate bulletin board monitor(s). If the material involves internal Union business, posting of such material will be conducted on non-duty time, and the Union will not be allowed the use of the internal mail system for internal Union business.

g. The Union will secure HRO approval before posting.

9.2. The Union will be allowed a reasonable amount of official time, not to exceed one hour per month, to randomly spot check bulletin boards monthly. If the Union determines there is an area where material is missing or improperly posted, the NAF Labor Relations Officer (LRO) will be advised of the problem. Management will correct the problem. The Union will re-inspect the bulletin board. Written notice will be provided to the organizational commander when problems are not corrected and persist.

9.3. The Employer agrees that Union representatives in non-duty status may distribute Union

newspapers, circulars, and notices on base in accordance with the provisions of this Article. They may be distributed in non-work areas such as break rooms and snack bars during employees' duty hours; they may be distributed in work areas during employees' non-duty hours. For the purposes of this Article, non-duty hours are before and after duty hours, lunch periods, and breaks.

9.4. The Employer agrees that when an employee is newly appointed to a position within the bargaining unit, the Employer will advise the employee that AFGE Local 1840 of the American Federation of Government Employees has been granted exclusive recognition of bargaining unit employees. The employee will also be advised of his right to join the Union or refrain from doing so without fear of penalty or reprisal. When orientations are conducted for new bargaining unit employees, the Union will be afforded fifteen (15) minutes at each session to speak. (See Article 5.)

9.5. It is agreed that the Union may submit items to the Base Bulletin for publication or to the base Public Affairs Office for publication in the *Wingspread*, but it is understood that such items are subject to editing and publication on a space available basis. It is also agreed that the Union may place advertisements in the *Wingspread* on a commercial basis by direct arrangement with the publisher, without prior approval by the HRO or the Civilian Personnel Flight. The Union will submit proposed Base Bulletin and *Wingspread* articles to the Civilian Personnel Office for review and approval. After the review and approval the Civilian Personnel Office, the suggested articles will be forwarded for consideration of publication with a management request to encourage that space be made available as soon as possible.

9.6. The Employer agrees that after this written Agreement is approved by DoD, one copy of it will be furnished free of charge for each Union officer, one for each officially designated steward, and one for each bulletin board space assigned to the Union. Management will post a copy of this Agreement to the Services Division's web site. The Employer will publicize four times a year in the HRO Newsletter the availability of this Agreement on the Services Division web site.

9.7. The Employer agrees to provide to the Union an electronic copy of this Agreement using Microsoft Word software. One hundred copies of the printed Agreement in the format size mutually agreed upon by both Parties will be provided to the Union by the Employer at no cost to the Union.

9.8. For initial training upon effective date of this Agreement, official duty time, not to exceed 20 hours each, will be granted to NAF officers and stewards for the purpose of orientation briefings on policies and procedures established by this Agreement.

9.9. The Employer agrees to continue its effort to keep employees informed about official personnel policies, practices, and matters affecting working conditions. To this end, the Human Resources Handbook for Supervisors of Nonappropriated Fund Employees (based on AFMAN 34-310, which is available in the HRO) is distributed to, and maintained by appropriate offices in each major organization so that all supervisors and employees will have reasonable access to those instructions applicable to them. The Employer also agrees to provide a copy of the periodic publication, *Human Resources News and Views for NAF Employees and their Supervisors*, to the Union.

9.10 A minimum of four times a year (March, June, September, December), the Employer will provide the Union a list, by organization, of all bargaining unit NAF employees, position title,

series, grade, symbol, and employment category. The name and phone number of supervisors will be furnished to the Union when it is published.

ARTICLE 10

OFFICE AND MEETING FACILITIES

10.1. The Employer will, on an as needed basis, provide conference rooms as available for discussions between employees and Union officials. The Employer will also provide suitable space for regular Union meetings to be held during non-duty hours. The Union agrees to exercise reasonable care in use of such space.

ARTICLE 11

DUES WITHHOLDING

11.1. Union dues shall be deducted from the pay of eligible employees who voluntarily authorize such deductions in accordance with the procedures established in this article.

11.2. To be eligible for Union dues deductions, an employee must:

- a. Be a member of the Union in good standing.
- b. Be employed in the unit for which the Union holds exclusive recognition as defined in Article 1.2 of this Agreement.
- c. Regularly have sufficient salary after other legal and required deductions to cover the amount of the authorized allotment. Such other legal and required deductions have priority over deductions for Union dues.

11.3. The Union agrees to:

- a. Designate in writing to the NAF Accounting Office, with a copy to the HRO:
 - (1) The name and title of Union officials authorized to certify standard Forms 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues, and to sign correspondence called for in this article.
 - (2) The name, title, and address of the Union official to whom the biweekly report on Union dues withheld should be mailed.
 - (3) The account number and the name and address of the bank to which the biweekly report on Union dues deductions should be mailed.
- b. Distribute Standard Forms 1187 to eligible employee members who want to authorize an allotment for payment of Union dues.
- c. Inform its members of the program for voluntary Union dues deduction and of the procedures for use of Standard Form 1187 to initiate dues deductions.
- d. Inform its members of the policies and procedures for revocation of allotments and provide to members, on request, copies of Standard Form 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues.
- e. Promptly refund any unauthorized deductions or excess payments either to employees or the Employer as required.
- f. Promptly notify the NAF Accounting Office in writing of the effective date that a Union member is expelled or for any reason ceases to be a member in good standing.

11.4. The Employer agrees that:

a. The NAF Accounting Office will implement application for dues deductions effective the first full pay period after the properly completed Standard Form 1187 is received in the NAF Accounting Office.

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

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

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

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

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

d. The NAF Accounting Office will maintain a supply of Standard Forms 1188 and make them available to employees upon request. A reasonable number of SF's 1188 will also be made available to the Union for distribution to its authorized stewards.

11.5. Revocations will be effective at the beginning of the first full pay period following the employee's anniversary date of his signed dues withholding (Standard Form 1187), based on a properly executed SF 1188. To be effective, SF's 1188 must be submitted no earlier than 30 calendar days before an employee's anniversary date. It is the employee's responsibility to submit a written revocation directly to the NAF Accounting Office on a timely basis. Any SF 1188 received outside the 30-day period will be returned. SF's 1188 will be provided to the employee by the Employer or the Union, upon request, for this purpose. If the Union receives any written revocation of allotment, the Union will send it, within 10 working days after receipt, to the NAF Accounting Office. Dues allotment must have been in effect for a minimum of one year, and may be revoked only during the above period.

11.6. Allotments for Union dues will be terminated by the NAF Accounting Office:

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

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

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

d. With the issuance of an employee's final pay check upon his retirement, separation, transfer or reassignment to another NAF accounting office. In the case of death, no deduction will be made for the pay period in which death occurs.

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

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

11.7. The Union will notify the NAF Accounting Office, in writing, with a copy to the HRO, of any changes in the amount of Union dues to be deducted. Such changes will not be made more often than once in any 12-month period. Subject to this limitation, a change will be made effective the first full pay period following receipt of the notice in the NAF Accounting Office, unless otherwise requested by the Union. It will be stated in the notice to the NAF Accounting Office on subsequent Standard Forms 1187 as a specific amount to be deducted each biweekly pay period.

ARTICLE 12

NEGOTIATED GRIEVANCE AND ARBITRATION PROCEDURES

12.1. This article will be the exclusive procedure available to the parties of this Agreement and employees in the bargaining unit for resolution of grievances that are subject to the control of the Employer. These procedures will be applicable to any matter involving working conditions, or any matter involving the interpretation or violation of this Agreement, except for the exclusions contained in section 12.4, below. However, employees and supervisors are encouraged to discuss complaints and potential grievances before going to the grievance process.

12.2. A grievance means any complaint:

a. By any bargaining unit employee concerning any matter relating to the employment of the bargaining unit employee.

b. By the Union concerning any matter relating to the employment of any bargaining unit employee, or

c. By any bargaining unit employee, the Union, or the Employer concerning:

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

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

12.3. An aggrieved bargaining unit employee affected by discrimination, a removal, or reduction-in-grade based on unacceptable performance, or other adverse actions, may at his option raise the matter under statutory procedures or the negotiated grievance procedure, but not both. For the purpose of this provision and pursuant to 5 U.S.C. 7121, an employee will be deemed to have exercised his option under this provision when the employee files a timely notice of appeal under the regulatory procedure, or files a timely grievance, in writing, under the provisions of this article. The Parties acknowledge that at the time of these Negotiations, the NAF employees do not have rights to appeal to MSPB. However, at present, NAF employees do have statutory rights to the processes of agencies such as EEO, OSC, OSHA, etc.

12.4. Exclusions. Matters listed below are specifically excluded from this procedure:

a. Any claimed violation relating to prohibited political activities under 5 U.S.C. 7322-7324.

b. Retirement, life insurance, or health insurance.

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

d. Any examination, certification, or appointment.

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

- f. Nonselection for promotion from a group of properly certified candidates.
- g. Separation actions taken on an employee serving a probationary period.
- h. Written notices of proposed disciplinary actions where such actions would be grievable under this procedure, when effected. This exclusion does not deny the employee's right to obtain representation, or the right to grieve after receiving final decision.
- i. Disapproval of a performance award, or any other kind of honorary or discretionary award, including non-adoption of a suggestion.
- j. An action terminating a temporary promotion and returning the employee to the position from which he was temporarily promoted, or to a position of comparable grade.
- k. Performance requirements in an employee's position guide.
- l. The title, series, and grade or pay band of a position.

12.5. The only representative an employee may have under this procedure is a Union representative approved in writing by the Union. An employee may pursue a grievance without Union representation, but the Union may elect to attend each grievance step. The Union will be provided notice immediately when any grievance is filed, as well as given advance notice of each meeting.

12.6. Every grievance filed under this procedure must contain the following:

- a. The name(s) of the grieving employee(s) or a statement that the grievance is filed in behalf of the Union.
- b. The nature of the incident causing the grievance and the specific contractual provision in question, if any.
- c. A first step grievance must state how the employee is personally affected and the personal relief requested.
- d. At any step of an employee grievance, the employee, and/or his designated representative must sign the grievance.

12.7. A grievance file will consist of the original grievance and all additional responses generated as a result of the processing through the various steps. The documentation of the complete file will be in the original file. Once a document is placed in the grievance file it becomes part of the file and cannot be changed.

12.8. A reasonable amount of official time to include travel, if otherwise in a duty status, without charge to leave, will be afforded in accordance with the following:

- a. To the employee and the Union steward to discuss any complaint or potential grievance with the employee's first-level supervisor. This meeting will take place when the employee informs his supervisor that he wishes Union representation.

b. To the employee and the Union representative for preparing and presenting a grievance, preparing for and participating in mediation, or preparing for and attending an arbitration hearing.

c. To a Union observer at arbitration and grievance hearings.

d. An employee is entitled to a Union representative at any stage of the grievance procedure. Any unit employee may present and process a grievance under this procedure without the intervention of the Union except that only the Union or the Employer may invoke arbitration. If the employee represents himself, the Union will be given an opportunity to be present during the grievance processes. The grievant's representative will be designated in writing to the first level supervisor. Failure to comply with time limits specified in this Agreement by either Party will cause the grievance to be elevated to the next level. Extensions may be granted by mutual agreement of the HRO/LRO and Union President or his designee.

12.9. The Employer agrees to notify the Union, in writing, of any rejection of a grievance on the grounds that it is not grievable or arbitrable before the time limit for the written answer in Step 3 of this procedure. Arbitrable or grievable questions that cannot be resolved by the parties shall be submitted as a threshold matter to the arbitrator. If the arbitrator determines that there is a reasonable basis that the grievance is grievable or arbitrable, he will hear the merits of the grievance and decide the issues.

12.10. Grievances filed under this negotiated procedure by the employee will be processed with the following steps:

a. Step 1. The employee grievance must be initiated in writing, and submitted to the HRO, within 30 calendar days after the event upon which the grievance is based, or after the employee first becomes aware of the event. Within 10 calendar days after the grievance is presented, the supervisor will give the grievant a written response on the matter. Within 5 calendar days, if the grievant is dissatisfied with the decision, the employee may request mediation through the EEO office, with a copy to the HRO. At this point, all grievance time limits are held in abeyance until the mediation process is complete. If the complaint is resolved, all Parties involved will sign a settlement agreement.

b. Step 2. If the grievance is not resolved, the grievant has 15 calendar days to file a Step 2 grievance with the Chief, 12th Services Division, through the HRO. The grievant will identify in writing his dissatisfaction with the resolution. The Chief, 12th Services Division will meet with the grievant and the representative within 5 calendar days and will furnish a written decision to the grievant and the Union representative simultaneously, within 7 calendar days of the meeting. If the matter is resolved, both parties will sign a written agreement.

c. Step 3. If the grievance is not resolved by this procedure to the satisfaction of the grievant, he may elevate the grievance to the 12th Support Group Commander or his designee, through the HRO, within 20 calendar days after his receipt of the Step 2 decision. The grievant will identify in writing his dissatisfaction with the Step 2 decision. The Commander will furnish a written decision to the grievant and the representative simultaneously within 20 calendar days of receipt of the grievance. If the matter is resolved, a settlement agreement will be signed by the grievant and the Commander. If the grievant is not satisfied with the Commander's decision, the Union will request arbitration within 15 calendar days.

12.11. Grievances initiated under these negotiated procedures by the Employer or the Union will be processed with the following steps:

a. Step 1. A Union or Employer grievance must be initiated in writing, and submitted to the HRO or the Union President, as appropriate, within 30 calendar days after the event upon which the grievance is based, or after the grieving Party first becomes aware of the event. Within 10 calendar days after the grievance is presented, the charged Party will provide a response. Within 5 calendar days after receipt of the responses, if the grieving Party is dissatisfied with the decision, the grieving Party may request mediation through the EEO office with a copy to the other Party and the HRO. At this point, all grievance time limits are held in abeyance until the mediation process is complete. If the grievance is resolved, all Parties will sign a settlement agreement.

b. Step 2 for a Union grievance. The grievance will be prepared in writing stating the unresolved issues and submitted to the 12th Support Group Commander for review. The Commander will meet with the Union President or NAF Vice President, within 30 calendar days to discuss the issues of the grievance. The Commander will render a decision in writing within 20 calendar days to the Union.

c. Step 2 for an Employer grievance. The grievance will be prepared in writing stating the unresolved issues and submitted to the Union President or NAF Vice President, for review. The President or NAF Vice President will meet with the Employer representative within 30 calendar days to discuss the issues of the grievance. The President or NAF Vice President will render a decision in writing within 20 calendar days to the Employer.

12.12. Arbitration.

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

b. Within 10 calendar days from the date of the request for arbitration, the Parties will jointly request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) impartial persons qualified to act as arbitrators. The Parties will meet within 10 calendar days after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of seven and will then repeat this procedure until one name is left. A flip of a coin will determine who strikes first. The remaining person will be the duly selected arbitrator.

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

d. The Parties agree that the arbitrator's authority is limited to hearing and issuing decisions on matters that are covered by the negotiated grievance procedure.

e. If the Parties fail to agree on a joint submission of the issue(s) to be arbitrated, each will submit a separate submission and the arbitrator will determine the issue or issues to be heard.

f. The arbitrator's fee and the expenses of the arbitration, if any, shall be borne equally by the Employer and Union. Travel and per diem expenses of the arbitrator will be paid at no more than the maximum rate payable to government employees under Volume II of the Joint Travel Regulations.

g. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic workweek, at a mutually satisfactory time arranged by the arbitrator. Employees in the unit who would otherwise be in a duty status at the time will be carried in duty status while testifying in the arbitration hearing. Official time will be granted as indicated in Article 12.8 of this Agreement.

h. The arbitrator will be requested to render his decision in writing to the Parties within 30 calendar days after the conclusion of the hearing, unless the Parties mutually agree to extend the time limit. When a follow-up is needed, the Employer will prepare a joint letter to the arbitrator.

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

j. The Employer must notify the Union and any employee grievant involved of the decision to implement the arbitrator's award or to file for an exception with the FLRA, within 7 calendar days after receipt of the arbitrator's award. If the Union plans to file for an exception to the arbitrator's award, it must notify the Employer of that fact in writing within 7 calendar days after its receipt of the award. Failure of either Party to give such timely notice of its intentions will constitute the Party's acceptance of the arbitrator's award. A copy of either Party's exception to an arbitrator's award must be simultaneously filed with the other Party.

k. Any dispute over the application of an arbitrator's award will be returned to the arbitrator for settlement, including remanded awards.

ARTICLE 13

HOURS AND TOURS OF DUTY

13.1. Positions are established as either regular or flexible:

a. Regular employees will have an established basic workweek (guaranteed number of hours) reflected on their appointment documents. The Employer agrees not to reduce the number of guaranteed hours below this specific amount unless the procedures for reducing guaranteed hours are followed.

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

c. When flexible employees are being regularly scheduled for an average of more than 32 hours a week for a period of 52 consecutive weeks, commensurate with the annual NAF evaluation period of 1 Oct-30 Sep, the Employer will change the employee to regular category.

13.2. The Employer will post work schedules 7 days in advance based on anticipated workload. Management may make changes to posted work schedules without providing advance notice when it is determined that the Employer will be seriously handicapped in carrying out its functions or costs would be substantially increased. Scheduled hours for regular employees may be reduced, but only if the employees' guaranteed basic workweek hours are fulfilled. Changes in employees' shifts and schedule assignments may be made when it is determined that the Employer would be seriously handicapped in carrying out its functions or costs would be substantially increased to avoid imposing undue hardship on the employees involved. Employees will be given the maximum amount of advance notice as possible, normally not less than 2 weeks if possible. The Employer agrees to treat employees equitably in the assignment of additional unscheduled hours. Impairment of health, religious obligations or practices, and hardship will be considered and weighed against operational needs. The Employer reserves the right to make the final decision on uncommon tours of duty assignments based on the above considerations.

13.3. When a supervisor determines that fewer hours are required routinely each week, and the only way to accomplish this requirement is to reduce hours, the following actions will be taken to make the required changes. Guaranteed hours must not be reduced 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 reducing the hours of regular employees in the same position. The employer agrees to use seniority in accomplishing this action.

13.4. If a reduction in hours would place an employee in a lower employment category (that is, from regular to flexible), the Employer will:

a. Inform the Union at least 7 calendar days in advance of the employee notice.

b. Process a Business-Based Action (BBA) according to the procedures for taking such action, if negotiations are held and agreement is reached that such action is required.

c. Give the employee a written notice, 15 calendar days in advance of the action to change the employee from regular to flexible employment category. The notice will inform the employee fully about the need for the change, about the impact of the change in category, of the effective date, and of the name, location, and telephone number in the HRO to discuss the action. The notice will also explain about his grievance rights under the negotiated grievance procedure, including the time limits and where to file.

13.5. The Employer recognizes the value of advance notification to the union when planning to change the basic workweek, tour of duty, established shifts, or hours of work. The Employer will give the Union notice of such change as much in advance as possible.

13.6. Short compensable rest periods, not exceeding 15 minutes during each 4 hours of continuous work, will be allowed. Rest periods will not be continuations of lunch periods and will not be granted immediately before quitting time. The Employer will give a notice to the Union and negotiate before restricting breaks and lunch periods to specific times.

13.7. No employee will be permitted to work more than 6 hours without a meal period. Regular meal periods will not be less than 30 minutes or more than 1 hour. Employees will be excused from their duties during normal non-paid meal periods and will not be required to remain in their work areas. Employees may be scheduled to have their meal periods on the job. In such cases, employees will be allowed a 20-minute meal period. Such periods are considered as time worked, and the employee must spend the 20 minutes or less on the job lunch period at or near the workstation within the facility.

13.8. The Employer will provide a reasonable amount of duty time, consistent with the nature of work performed, to obtain and replace equipment, materials, and tools at the beginning and end of the shift, and before and after lunch. This includes duty time for undergoing inspections, donning or removing prescribed uniforms, and similar tasks that are incidental to assigned duties and job requirements.

13.9. If a regular employee reports for his regularly scheduled shift but is prevented from performing the regularly assigned duties by circumstances beyond his control, the Employer will make every effort to keep him gainfully employed within the organization.

13.10. 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, employees will be released from duty, according to AFMAN 34-310, sections 14.9 and 14.12.

13.11. Union officials, other than stewards will not be assigned to night shifts during their terms of office, unless no other day shift assignment is available.

13.12. Alternative Work Schedules (AWS)

a. An AWS is an 80-hour, biweekly schedule that calls for work in fewer than 10 workdays. It allows work longer than 8 hours per day, without payment of overtime, as long as the workweek does not extend beyond 40 hours.

(1) A "5/4/9" schedule is an AWS that has 5 days of work 1 week and 4 days the other, resulting in an employee's having every other Monday or Friday as a non-workday. In a 2-week period there will be 8 workdays of 9 hours each; the ninth workday will comprise 8 hours. The 80-hour pay period is thus completed in nine workdays under a 5/4/9 schedule.

(2) A “10/4” schedule is an AWS that has 4 10-hour days of work each week.

b. Either the 5/4/9 or the 10/4 schedule may be used in the Division. For employees who are scheduled to work fewer than 40 hours per week, variable schedules with an established beginning and ending time each day may be used, if acceptable to the employee. For example, a 20-hour schedule could be completed in two 10-hour days.

c. Any AWS implementation initially will be for a test period of 1 year, which will be evaluated after the test period to see whether it merits continuation.

d. Credit Hours

(1) Definition. Those hours in excess of the employee’s daily tour of duty which are performed at the employee’s option with approval of his supervisor so as to vary the length of a succeeding workday or workweek.

(2) Procedures.

(a) Participating employees, including flextime/flextour participants and part-time employees, will be authorized to earn up to 3 credit hours per day, provided that there is work available for the employee and it can be performed at the requested time.

(b) Credit hours may be earned in ¼-hour increments and may be used in ¼-hour increments.

(c) The maximum number of credit hours which a full-time employee may carry over from pay period to pay period is 24 hours. A part-time employee may not carry over more than one fourth of the hours in his basic biweekly work schedule from pay period to pay period.

(3) Request to Work Credit Hours.

(a) Normally, the employee will request to work credit hours during the workday preceding the day he wishes to work. This request will be submitted to the immediate supervisor. In the supervisor’s absence, the request will be submitted to the next level supervisor. The request will be documented as approved or denied by the supervisor as soon as possible on the same day submitted.

(b) The above procedure does not prevent working credit hours on the same day earned upon mutual agreement of the supervisor and the employee.

e. Flextime (Regular Employees Only) (Not in effect until 6 months after the effective date of this Agreement.)

(1) “Flexible work schedule” means an 8-hour workday in which the employee may vary the time of arrival and/or departure. A flexible work schedule includes core time and a flexible band. “Flexible time” and “flexible bands” mean the specific periods of the workday during which employees may opt to vary their arrival and departure times. The Employer will establish a flex-band for each activity and will coordinate this with the Union. When an AWS flextime work schedule is being approved, the specific flextime for an employee will be identified.

(2) “Modified Flextour” is a type of flextime where an employee selects a starting time within the established flexible time band. This establishes the employee’s assigned schedule; however, the employee is allowed 15 minutes’ flexibility on either side of the selected arrival time. For example, an employee selecting 0730 as a starting time under modified flextour may report for work any time between 0715 and 0745. Changes in starting time must be approved by the supervisor.

(3) “Flex-in/flex-out” means that employees working a flexible schedule will be allowed to flex-out and –in during the workday, subject to supervisory approval. If a combination of an employee’s starting time and the amount of time the employee is away from the work site precludes the completion of a full workday before 1800, the employee will be placed in the appropriate leave category at his request or charged AWOL, as appropriate.

(4) “Core hours” means that period of time when all employees on a particular shift are expected to be at work; e.g., 0900 to 1500. The Employer will establish core hours for each activity and will coordinate this with the Union.

f. When an activity implements AWS, the non-duty days of participating employees will be staggered to assure adequate staffing. Here is a sample biweekly work schedule for an activity under the 5/4/9 schedule:

NAME	SCHEDULED?	MON 1	MON 2	FRI 1	FRI 2	1 ST 8 DAYS	9 TH DAY
A	YES				X	0630-1630	0630-1530
B	YES				X	0700-1700	0700-1600
C	YES		X			0630-1630	0630-1530
D	YES		X			0630-1630	0630-1530
E	NO					0730-1630	0730-1630
F	YES			X		0730-1730	0730-1630
G	YES	X				0700-1700	0700-1600
H	YES	X				0730-1730	0730-1630

g. Holidays and leave for AWS participant (regular employees only):

(1) Holidays. When a holiday falls on employee’s scheduled day off, the employee will observe that day as a holiday. The preceding day (Thursday for Friday off) or the next regularly scheduled workday (Tuesday for Monday off) will be observed as the scheduled day off. When a holiday falls on a regularly scheduled workday, that day will be observed as a holiday.

(2) Leave. If an employee schedules a full day of leave, the number of hours charged will be equal to the regularly scheduled workday; e.g., if leave is on a 9-hour workday, 9 hours of leave is charged.

h. Request for AWS.

(1) Each employee desiring to work under an AWS plan should submit a written request to his supervisor for a decision. The Employer will act upon these requests as soon as possible, but in no case later than 30 days after the request is made. Employees already working on an AWS will not be required to file a new request for each new requesting period.

(2) All new employees or re-hires will be given the opportunity of requesting participation in the AWS plan.

(3) Once operational needs are taken care of, any other conflicts in scheduling that result will be resolved in favor of the employee who has seniority, based on the employee's service computation date/leave.

(4) Employees who wish to terminate their participation in AWS may do so at the beginning of any pay period after notifying their supervisor at least 1 pay period in advance. Hardship situations will be considered. Employees who wish to change their AWS schedules will follow the request procedures. The Employer will usually approve/disapprove a change within one pay period.

(5) Conflicts in scheduling that involve more requests for a particular day off than can be accommodated will be handled in accordance with the seniority provision above. Hardship situations will be considered.

i. Activity Managers will:

(1) Review their operations to determine whether they are suitable for AWS implementation. If one section of the activity would be suitable but another would not, it is acceptable under the AWS concept to request implementation for just part of the activity, subject to negotiation with the Union in accordance with 5 USC 6131.

(2) If all or part of the activity is deemed suitable, canvass employees to measure interest and receive employees' written requests.

(3) Make a recommendation to the flight chief.

j. Flight Chiefs or designee, will review activity managers' recommendations concerning AWS and, if deemed appropriate, coordinate for forwarding to the Division Chief or designee.

k. The Division Chief or designee, will review a coordinated recommendation. If he determines that it is appropriate, he will coordinate and forward to the HRO or designee. If he determines that it is not appropriate, he will negotiate with the Union before deciding not to implement.

l. The HRO or designee, will monitor implementation of AWS within the Division, and recommend changes as necessary.

m. Exceptions.

(1) AWS and Fixed-Shift Employees. The Parties agree that there are situations that may not readily accommodate a plan described in this section. Consideration and disposition of such situations will be made on a case-by-case basis, subject to negotiations with the Union.

(2) Adverse Impact. If an organization experiences adverse impact pursuant to 5 USC 6131 with AWS, negotiations in accordance with Article 7, Negotiations, will begin immediately to attempt to resolve the impact to both Parties' satisfaction. When the Parties do not reach an agreement after negotiating, if the Employer has an urgent need for an employee to return to a regular schedule, this will be discussed with the Union, and it is not mandatory for the employee to remain on AWS pending a third-party decision.

(3) Temporary suspension of AWS. Temporary suspension of AWS may be made for up to 14 calendar days by the 12th Support Group Commander, for a bona fide emergency, subject to immediate notification and coordination with the Union.

n. Special Provisions for Suspension of AWS.

(1) AWS may be suspended when employees are attending and/or conducting training with beginning and ending times that conflict with their AWS schedule.

(2) An employee will continue to participate in the AWS plan while in travel status unless there is a need to change the work schedule; for example, the hours of operation at the travel site differ from those of the employee.

(3) The Employer will exert maximum efforts to give employees a full pay period advance notice of changes in the work schedule.

(4) AWS will be suspended when employees have abused the AWS schedule. The Employer will counsel the Employee and have documentation of subsequent abuses by the employee before suspending AWS.

o. Miscellaneous.

(1) If the Employer proposes to make any changes to the AWS Plan of bargaining unit employees or to restrict the application of the Plan to any new position, the Union will be notified and given an opportunity to negotiate.

(2) In the performance of labor-management activities, employees who are AFGE representatives will be given the opportunity, the same as other employees in the activity, to work the AWS Plan in accordance with the provisions of this Agreement.

(3) The Parties understand and agree that credit hours or compressed work schedules will be initiated by the eligible employee and will be subject to approval by the supervisor. In contrast, the Parties understand and agree that overtime and/or compensatory time (with the exception of religious compensatory time) are initiated by the employer. However, the Parties understand and agree an eligible employee may elect to work compensatory time off in place of overtime pay.

(4) In maintaining adequate staffing coverage, it is agreed and understood that management will approve AWS in a fair and equitable manner.

(5) The Employer will provide the Union with advance written notice of any survey or study concerning AWS in which information is sought from bargaining unit employees.

(6) This Agreement does not prevent an employee from requesting an altered tour of duty for specific personal reasons.

(7) When a time-off award is granted to an employee, the award will be for the number of scheduled hours for that calendar date. For example, if the employee is scheduled to work a 9-hour day, the time-off award will be for 9 hours.

(8) Overtime is payable to employees on AWS only for those hours worked in addition to the scheduled hours.

(9) The occurrence of holidays will not affect the designation of the basic administrative workweek and will be included in the regular 40 hours of work to determine overtime and other pay benefits.

(10) Nothing in this Article will prevent either Party from filing a complaint, statutory appeal, or grievance at any step of the AWS process if one decides the conditions of this Agreement are not being followed.

(11) Any of the AWS time limits or procedures may be modified by mutual written consent of the Parties.

ARTICLE 14

ANNUAL LEAVE, SICK LEAVE, LWOP, AND ABSENCES

14.1. Request for extended periods of annual leave maybe scheduled subjected to supervisory approval.

14.2. Maximum leave carryover for annual leave will be based on the following formula. Eligible employees will be allowed 240 hours' maximum leave carryover.

14.3. Annual leave will be charged in 15-minute increments. Supervisors may excuse infrequent tardiness of less than one hour due to circumstances beyond the employee's control.

14.4. Requests for unscheduled leave or emergency leave should be kept to an absolute minimum. In case of unscheduled absences, such as illness, or emergencies that cannot be foreseen, the following procedures apply in requesting sick or annual leave.

a. The employee will personally telephone the supervisor or the designated alternate if it is practicable to do so. Otherwise, the he will have someone call as specified below.

b. Except where circumstances prevent, the requester (the employee or the person calling for the employee) will call as early as possible, but no later than 2 hours after he is scheduled to report for duty.

c. If the immediate supervisor or his alternate is temporarily unavailable, the requester should leave a telephone number for the supervisor to return the call. If the supervisor is not on duty, the requester will request leave from the person designated to act in the supervisor's place.

d. The requester will specify the type of leave requested and will explain the condition or circumstances that brought about the telephone request for leave.

e. If leave is properly requested as outlined above, the employee will be informed whether the leave is approved, or else arrangements will be made to call him back within a short time giving a decision on the request.

f. The Employer will give a notice to the Union and negotiate any additional criteria or changes regarding the above provisions; e.g., more restrictive criteria then the 2-hour limit in 14.4b.

14.5. During January of each year, employees will be required to turn in a tentative annual leave schedule for the calendar year. The schedules will be reviewed and the employees consulted, as needed, to ensure that all employees are given an opportunity for a reasonable vacation and to use any leave they would forfeit at the end of the leave year. Supervisors will tentatively approve/disapprove employees' annual leave schedules by the end of February of each year. During the year, employees must request their supervisors' approval of each specific period of annual leave that can be planned in advance of the absences. Such requests, whether for short or long periods, will normally be approved if, in the supervisor's opinion, the workload and the available work force will allow it. If previously approved annual leave must be canceled, employees will be informed of the reasons in full and, on request, their leave will be rescheduled as soon as possible.

14.6. Under normal conditions, advance annual leave will not be granted. However, regular employees may be granted an advance equal to all annual leave that will be accumulated in 1 year, provided there is reasonable assurance that the employee will be in a duty status long enough to earn the leave advanced.

14.7. When a conflict exists between employees such that each employee's request cannot be granted at the same time, the most senior employees, in terms of service computation date, leave request will be granted. When there is a conflict from year to year on specific dates, the SCD provisions will be used in a rotating manner to ensure all employees have an opportunity for approved leave. In other words, the same senior employee would not have approved leave for the same dates year to year.

14.8. Sick leave for medical, dental, or optical examination or treatment that can be prearranged should be scheduled in advance. Use of sick leave for illness, injury, exposure to contagious disease, illness of a family member with a contagious disease, pregnancy, or other circumstances of incapacity, which are not known in advance, should be requested as soon as possible after the beginning of absence from duty, within 2 hours of the beginning of the shift.

14.9. Regarding the provisions of AFMAN 34-310, 14.3.7.2, the employee, or designated Union representative, may request a mediator to facilitate resolution of issues of medical certificate requirements. The mediator will address determinations of a supervisor requiring a medical certificate for sick leave of more than 3 consecutive workdays and a supervisor not accepting the employee's certification for sick leave absences.

14.10. Where there is substantial evidence of an employee abusing sick leave, management may counsel him and advise him of possible future requirements of medical certification for absences. The employee may be given a letter that if sick leave does not improve, he will be placed on notice for four pay periods to improve sick leave. If sick leave does not improve, the employee may be notified in writing requiring him to submit a medical certificate for any use of sick leave for a period of up to 6 months. Additionally, if there continues to be a pattern of sick leave abuse during the 4 pay period improvement period, management may decide to place the employee in the medical certificate leave restriction.

14.11. Requests for advance sick leave up to 30 days will be considered for approval in accordance with applicable regulations. The employee must initiate such requests in writing through supervisory channels. The request must specify the number of hours needed and indicate that the employee intends to return to duty upon recovery. The request must be accompanied by a medical certificate indicating the approximate length of time the employee will be unable to work and that he should be able to perform the duties of his position upon return to duty.

14.12. Leave without pay will be granted under applicable laws and regulations for the following reasons:

- a. Maternity or paternity situations.
- b. FMLA.
- c. Upon request of employee.

14.13. Administrative leave or excused absence may with supervisory approval be granted to employees under applicable laws and regulations who participate in the following activities:

- a. To register or to vote before or after work.
- b. To donate blood for up to 4 hours.
- c. To donate bone marrow or organs as needed.
- d. To take court leave, not including civil actions/matters, for regular employees.
- e. For infrequent absences and tardiness of less than 1 hour, at the supervisor's discretion.

14.14. As far as practicable, employees will be allowed time off for religious holidays. They may be granted annual leave or leave without pay for this purpose or, if circumstances permit, work schedules may be rearranged to provide substitute work time for the employee.

14.15. The Employer agrees the provisions of FMLA and FFLA apply to eligible NAF bargaining unit employees.

ARTICLE 15

HOLIDAYS

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

15.2. Legal holidays include the following:

*New Year's Day, January 1st

Martin Luther King Day, 3rd Monday in January

Washington's Birthday, 3rd Monday in February

Memorial Day, Last Monday in May

*Independence Day, July 4th

Labor Day, 1st Monday in September

Columbus Day, 2nd Monday in October

*Veterans' Day, November 11th

Thanksgiving, 4th Thursday in November

*Christmas, December 25th

Any other day proclaimed by Federal Law or Executive Order

If future regulations and interpretation allow it, any other day proclaimed as a base-wide day off for civil service employees, absences may need to be scheduled on a seniority basis.

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

15.3. If management determines that holiday work will be required, the supervisor of the activity responsible for the work will make assignments fairly, and will give the employee advance notice in accordance with Article 16. A seniority rotational system, based on service computation date/leave, will be established to ensure employees are given the opportunity to participate in holiday work assignments on an equitable basis.

15.4. Assignments will be determined by management based on required skills, capabilities of employees, or other workload requirements. All regular employees meeting required qualifications will be given the opportunity to volunteer. Volunteers will be given first consideration. If insufficient volunteers are available, assignment of qualified regular employees will be based on reverse seniority basis. Impairment of health, religious obligations or practices, and hardships will be considered and weighed against operational needs. Management reserves the right to make the final decision on holiday assignments based on the above considerations.

15.5. As indicated in Articles 13 and 16, the occurrence of holidays will not affect the designation of the basic administrative work week and will be included in the regular 40 hours of work to determine overtime and other pay benefits.

ARTICLE 16

OVERTIME

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

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

16.3. The authorization, approval, and assignment of overtime work and the payment or granting of compensatory time for overtime work will be accomplished in accordance with applicable regulations. The selection of employees to work overtime will be made according to the following provisions except when emergency requirements dictate other considerations.

a. The supervisor of the overtime work to be accomplished will make assignments on a fair and equitable basis. A seniority rotational system based on service computation date/leave will be established to ensure employees are given the opportunity to participate in overtime work assignments on an equitable basis. Assignments will be determined by management based on required skills, capabilities of employees, or other workload requirements, but will normally be assigned to employees for performing work in their own skill. All employees meeting required qualifications will be given the opportunity to volunteer. Volunteers will be given first consideration. If insufficient volunteers are available, assignment of qualified employees will be based on reverse seniority basis. When directed, the employee may not reject overtime. Overtime work will not be required of an employee when it will cause undue hardship. Impairment of health, religious obligations or practices, and hardships will be considered and weighed against operational needs. Management reserves the right to make the final decision on overtime assignments based on the above considerations.

b. Eligible employees may request to work compensatory overtime when overtime is offered.

c. An employee who has volunteered for and has been assigned overtime work may, upon timely request, normally within 24 hours of volunteering, be released from such assignment provided there is a valid reason.

16.4. The Employer agrees that the determination that overtime work will be needed should be made as far in advance as practicable and that employees selected to work overtime should be notified as early as possible. Any employee designated to work overtime will be notified at least 48 hours in advance except in case of emergency; e.g., serious health and safety concerns. When overtime is to be performed on a holiday, advance notice will be given to the affected employees.

16.5. Employees required to work through their non-duty meal period shall be paid for such time at the appropriate rate.

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

16.7. An employee is considered as having performed at least 2 hours' overtime duty if he is called back to work overtime outside of and not continuous with his normal tour of duty, regardless of whether he is required to work the entire two hours or not. An employee called back for overtime work described in the preceding sentence will be promptly excused at the end of the period for which he is entitled to overtime pay or compensatory time off. An employee is entitled to a minimum of two hours' overtime each time he is called back to duty even though he is called back more than once in the same 2-hour period.

16.8. Both the Employer and Union encourage the use of compensatory time off in place of paid overtime when practicable for eligible employees. The supervisor will ask eligible employees if they wish to be paid compensatory time or be paid overtime.

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

ARTICLE 17

EMPLOYEE PERSONNEL RECORDS

17.1. It is agreed that the Employer will maintain employees' official personnel records in accordance with applicable regulations. Employees are responsible for submitting documents and information to their supervisor and to the HRO in order for their personnel records to be kept current and complete.

17.2. Official Personnel Folder (OPF). The Employer agrees that:

a. An employee will be given a copy of each document placed in his OPF that applicable regulations prescribe.

b. Access to an employee's OPF will be restricted to those persons authorized such access under applicable regulations. Only supervisors and managers in the employee's chain of command, and others with a bona fide need to know, will have access to an employee's OPF.

c. An employee's OPF will be disclosed to the employee or his representative, designated in writing, upon the oral or written request of the employee.

d. An employee will be allowed a reasonable amount of duty time as determined appropriate by the HRO or LRO to review his OPF.

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

f. Derogatory material which might reflect unfavorably upon an employee's character or adversely affect one's government career will not be placed in his OPF or other official personnel records without the employee's knowledge unless so authorized by law or regulations of higher headquarters.

g. The OPF will be maintained by the HRO, and supervisors will have access to OPFs only within the HRO or when in the custody of the Human Resources Officer.

h. Employees may submit an SF 172, Supplemental Experience and Qualification Statement, or OF 612, to receive credit for actual time and experience of work performed.

17.3. Supervisor's Employee Work Folder and AF Form 971 (SEWF). The Employer agrees that:

a. Only the assigned immediate supervisor, or manager in the direct chain of command, will make entries on the employee's SEWF

b. An employee may, upon request and at a time convenient with his supervisor, review and discuss with the supervisor entries on and attachments to his SEWF. It is agreed that an employee may be asked to initial entries on his SEWF, or on attachments to it, to signify that he has read and understood such entry. Such initialing does not indicate that the employee agrees with the content of the entry.

c. Access to an employee's SEWF and attachments to it will be limited to the employee, designated Union representative, and to persons with an official need to know. For supervisors and managers, only those in the employee's chain of command will have access to an employee's SEWF. Authorized clerical personnel may be assigned to establish the SEWF initially. The SEWF will be appropriately purged of derogatory material more than 2 years old before the employee having a new supervisor. In no case will official disciplinary actions be retained in the SEWF for more than 2 years.

d. The SEWF will be reviewed on a regular basis to determine the appropriate retention of valid entries.

e. Derogatory material that might reflect unfavorably upon an employee's character or adversely affect one's government career will not be placed in his SEWF without his knowledge. The employee will be given a copy of each document before it is placed in the SEWF. When supervisors prepare the annual performance rating, they will purge all derogatory material from the SEWF that is more than 2 years old.

17.4. The immediate supervisor will ensure that the SEWF are protected from unauthorized access.

ARTICLE 18

DETAILS AND ASSIGNMENTS

18.1. Details are defined in, and will be accomplished and documented in accordance with appropriate regulations. They are official personnel actions by which an employee receives credit for experience and training while he is assigned away from his official position, but receives the salary attached to his official position. When properly used, details contribute to efficiency, economy, and the integrity of organization and manpower assignment.

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

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

18.4. Details of 5 or more days to different or higher level skills will be annotated on an employee's SEWF. When an employee accumulates 20 or more workdays of experience or details to any one level and skill, the supervisor will provide documentation to the HRO for including in the employee's OPF.

18.5. Employees who are detailed to higher graded positions for more than 60 days will be temporarily promoted.

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

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

18.8. Details may be considered to minimize personal hardship and inconvenience, such as performing the detail at a different duty station. When that happens, the employee will report to the permanently assigned location and be furnished transportation to travel to and from the detail location, unless the employee requests to report directly to the detail location. When practicable the duty hours will begin and end at the permanently assigned location when the employee is being provided transportation.

18.9. Selection of an employee for detail will be fair and equitable in relation to all employees available, qualified, and with the requisite skills. Volunteers will be considered first and then reverse seniority will be used. Such matters as assignments that enhance qualifications, offer promotion possibilities, or provide other benefits, will be fully considered.

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

ARTICLE 19

PROMOTIONS AND PORTABILITY

19.1. The Employer will give promotion consideration to employees first in filling local positions that are created or become vacant before considering applicants from other sources.

19.2. The Parties will meet and negotiate, as established in Article 7, on any changes to, or establishment of, new or revised laws, regulations, or procedures relating to promotions or portability.

19.3. Vacancies for regular and flexible positions will be announced, and posted on all NAF official bulletin boards, for at least 5 calendar days. The vacancy announcement listing will contain the position title, dates opened and closed (or continuous), employment category, and grade or pay band.

19.4. Employees are responsible for being aware of announced vacancies during periods of absence. Vacancies are announced on the HRO Jobline, 652-5742. In addition employees can have a co-worker, family member, or other person advise him of advertised vacancies. The employee can prepare an AF Form 2550 in advance for someone to file with the HRO for the employee. Twice a year the Employer will include a reminder of this in the HRO employee newsletter.

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

19.6. Promotions of unit employees will be made in accordance with governing regulations and the negotiated Agreement.

19.7. The Union President will be provided a copy of the vacancy announcement listings of NAF positions.

19.8. Upon request, the selecting official will advise an employee why he was not selected for promotion.

19.9. An employee's accumulation of earned annual or sick leave will not be a factor for promotions.

19.10. When a complaint concerning a bargaining unit promotion action is filed, the employee's designated Union representative may request, and will be furnished in a sanitized format, records used as a basis for selecting employees for the promotion action.

19.11. The effective date of an employee's promotion will be no later than the beginning of the second pay period following the selection, unless the employee requests and management approves a later effective date.

19.12. Upon request of the employee or the Union, all applicants for promotion will be notified by the HRO or designee, as to whether they were referred for consideration.

19.13. The provisions of this article may be suspended when filling vacancies under the following circumstances:

a. If a BBA is in progress and a retention register has been prepared, the Employer should fill vacant positions from the retention register without announcing the vacancy.

b. Employees in the unit who have been downgraded through no request or fault of their own, and who are on grade or pay retention, should be promoted to the position from which downgraded or positions of like grade from which downgraded with the activity, if the employee meets the basic qualifications of the position vacancy.

c. Selecting officials may, outside the competitive selection process, place applicants with targeted disabilities or applicants who have been terminated due to a workers' compensation injury directly into positions for which they are qualified. The employee must have a doctor's release to return to work.

19.14. Portability. NAF employees will be permitted to apply for and be considered for appropriated fund positions according to the Portability of Benefits for Nonappropriated Fund Employees Act of 1990.

19.15. Any entitlement to PCS costs must be according to Joint Travel Regulations (JTR) and AFMAN 34-310. The cost involved in moving an employee from a different geographic area is weighed in relation to his or her qualifications and the relative qualifications of available candidates from within the commuting area.

ARTICLE 20

BUSINESS-BASED ACTIONS

20.1. For the purpose of this article, business-based actions (BBA) are defined in AFMAN 34-310, Chapter 6. For NAF employees, a BBA constitutes a reduction-in-force (RIF). BBAs will be accomplished in accordance with laws, rules, regulations and AFMAN 34-310. The Employer and the Union agree to cooperate in assuring employees in the unit that their rights will be protected in case of BBA.

20.2. At the earliest possible date, and before notification to affected employees, the Employer will notify the Union of the proposed implementation date of a BBA when one or more unit employees are identified to be reduced in grade, separated by BBA, or otherwise impacted by the use of BBA procedures. The Union will be given the opportunity to review and comment on the BBA plan before advance notification letters are issued to employees. The Union will be given subsequent briefings as needed to keep it informed of significant changes and developments in the implementation of the BBA. The notification to the Union will be in writing and will include:

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

20.3. When possible, the Employer will provide a written notice to each regular employee affected by separation action 45 calendar days before the effective date and 14 calendar days before the effective date for non-separation actions. Flexible employees will receive 10 calendar days' notice before the effective date for separation and 24 hours' notice before the effective date for non-separation actions. The notice will be in writing and will state:

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

20.4. The Employer agrees to make every practicable effort to avoid or minimize the adverse impact of a BBA on employees in the unit. Such advance planning efforts, to be accomplished in accordance with AFMAN 34-310, may include restricting recruitment, using attrition to meet reduction objectives, reassigning employees to continuing vacancies, and terminating lower employment category appointees. The Employer will, to the maximum extent practicable, waive qualification requirements when an employee does not have basic qualifications. It is agreed that employees will be given no less than 72 hours in which to accept or reject offers of position change made under BBA procedures.

20.5. Eligible employees who are separated by BBA will be placed on the local Reemployment Priority List for 1 year in accordance with AFMAN 34-310. This entitles them to priority placement in a comparable position or lower in the NAF activity from which separated, and priority consideration for all NAF vacancies for which they qualify at DoD activities in the San Antonio commuting area.

20.6. An employee proposed for assignment to a lower grade position or for separation, and his designated Union representative, have a right to review all relevant records pertaining to the action and to see AFMAN 34-310 pertaining to BBA. This includes any ranking that was done to determine the affected employee where there was more than one competitor. The Employer agrees to extend every reasonable and practicable assistance to employees in the exercise of the above-mentioned rights, and to provide the information about the BBA.

20.7. In accordance with AFMAN 34-310, the ranking process takes into account employee categories as well as the last two performance ratings and seniority.

a. If an affected employee, who cannot be placed in another NAF position, indicates interest in employment in the local area, the HRO will advise a reasonable number of local employers and the employment office of the employee's availability. The HRO will also advise and assist the employee in making application for employment.

b. Whenever possible, the Employer will not contract-out work. The Employer will meet and negotiate with the Union regarding any impact on unit employees as a result of a decision to contract out bargaining unit work. Contracting out and the release of information regarding contracting out will be in accordance with applicable laws and regulations. The Employer will notify the Union NAF officials in accordance with law, rules, regulations, and OMB Circular A-76, and negotiate the impact before proceeding. However, it is understood that disputes concerning contracting out cannot be subject to the negotiated grievance procedure as OMB Circular A-76 provides the exclusive appeals procedures for such disputes.

20.8. The Employer will, to the maximum extent practicable, reassign employees where positions are eliminated due to automation or adoption of labor-saving devices.

20.9. The Employer will advise separating employees of the possibility of training when giving the employee the SF-8 regarding unemployment compensation.

20.10. BBAs can be grieved under Article 12 of this Agreement.

ARTICLE 21

TESTING

21.1. Testing and retesting of employees with written tests will be accomplished in accordance with the policies, regulations, and guidelines of higher headquarters. Those regulations and guidelines that are available in the HRO will be made accessible for review by employees or designated Union representatives upon request and arrangement of an appointment.

21.2. Written tests will not be used as the sole means of evaluating candidates for promotion. Tests will be used only as a part of the evaluation process with due weight given to other appropriate factors such as training, experience, performance appraisals, and incentive awards.

21.3. When written tests are administered, the employees tested will be individually informed of the results they obtain on the tests they have taken. Employees tested or scheduled to be tested will, upon request and arrangement of an appointment at the HRO, be provided with relevant and appropriate information about the test, the meaning and use of the scores, and courses or study programs that might assist them in their self-development.

21.4. The Employer agrees to brief officials or representatives designated by the Union on any particular test(s) administered to employees of the unit. Arrangements for such a briefing must be made in advance with the HRO. The briefing will cover the nature and purpose of the test, interpretation and use of the test results, and the authority under which the testing is accomplished.

ARTICLE 22

TRAINING

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

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

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

b. Employees will be selected for training on a fair and equitable basis.

c. Those employee skills, abilities, and knowledge acquired in the 12th Services Division training program will be utilized by the Employer to the maximum extent practicable.

d. The Employer will inform employees, at least annually, about Employer training opportunities, policies, and nomination procedures. Upon request, the Employer will advise individual employees of training opportunities that meet identified educational or career objectives.

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

f. Employees will be notified of approval or disapproval of training requests as soon as possible but in every case before the starting date of the training. Should an employee's request for training be disapproved solely for lack of funds, the employee may resubmit a request for training, as funds become available. That request will be given first consideration but may be disapproved due to higher training priorities. If not selected for training, the employee will be notified of the reasons.

g. If an employee and supervisor agree, a training plan will be established and updated annually, along with an appropriate entry in the activity's budget. If the employee's request for a training plan is denied, the employee may request a review of the need for and content of a plan. A Union representative and the HRO will perform such review as required. If agreement on the matter is not reached, the employee may grieve under the negotiated grievance procedure.

h. The Employer will identify occupations in which scarcities exist; e.g., open-continuous vacancy announcements, to ensure that all employees are informed of these areas. Furthermore, the Employer will, to maximum extent practicable, establish training opportunities in these areas and inform the employee how to apply for training.

i. When advance knowledge of the impact of pending changes in function, organization, and mission is available, when possible, the Employer will plan for the maximum retraining of employees involved whenever necessary. The Agency may waive qualification requirements and to request approval for training agreements, in order to possibly place employees in lines of work where their services can be utilized.

j. The Employer will provide employee on-the-job cross-training to the maximum extent practicable, employing such techniques as interchanging employees when they share mutual desires and aptitudes to receive training in each of their respective positions. If applicable, the selection for such training will be made competitively.

k. The Employer will identify those situations in the specific work environment in which training can contribute to further achieving the defined objective and goals of the Employer. Available training programs will be discussed with the employees for whom such training will be appropriate.

l. The Employer agrees to give notice to the Union and the affected employees, as far in advance as possible, regarding the installation of any new equipment, machinery, or procedures which would result in a significant change of work assignments and require additional training to enable the employees to adequately perform the new or changed assignment.

m. In accordance with applicable laws and regulations, the Employer agrees to make reasonable efforts to train a medically disqualified employee for another position for which he is medically qualified.

n. The Employer will provide job indoctrination and training, as determined necessary, for those persons who are to be placed in vacancies under the Physically Handicapped Placement Program as prescribed by applicable laws and regulations.

o. Job-related training and development activities that are completed will be recorded in the SEWF, the Official Personnel Folder, and elsewhere in accordance with applicable regulations. A copy of training records will be provided to employees.

p. The selection of employees for training that is given primarily to prepare employees for advancement and that are required for promotion will be made under competitive procedures.

q. Training scheduled by the Employer and required for the performance of official duties will be accomplished on duty time and at Government expense in accordance with applicable regulations. A reasonable effort will be made to schedule training on duty time. Self-development activities are encouraged by the Union and the Employer.

r. If an employee is assigned to a position for which he has had little or no previous experience, he will be given a reasonable period of on-the-job training to assist him in acquiring the proficiency needed. If the employee is unable to do so, the employee will then be considered for another assignment at the same grade level, if there are any such vacancies for which he is qualified.

s. Interested employees will be provided information and counseling about skills shortages or lines of work in which openings exist or are expected to materialize, and about training, educational, and self-development programs and activities that might help them in their lines of work.

t. The Union will be informed as early as practicable after it is determined that significant technological, organizational, or mission changes will adversely affect employees in the unit. The Union will also be consulted on possible measures to minimize the impact of the changes. Under such circumstances every practicable effort will be made to minimize the impact of the changes by retraining affected employees in Air Force, Civil Service, or other training programs and placing them in positions where their services can be utilized effectively.

22.3. The Employer and the Union agree to encourage employees in the unit to:

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

b. Keep themselves informed of changes occurring in their fields, crafts, trades, professions, or occupations. Employer-approved training, including seminars and workshops, will be paid for by the Employer.

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

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

e. Utilize, as appropriate, and share with fellow employees to the maximum extent practicable the new skills and information they acquire in the 12th Services Division training program.

22.4. All Child Development (CC) employees may with supervisory approval be allowed administrative time to complete their training modules (see Article 40).

ARTICLE 23

POSITION GUIDES AND DESCRIPTIONS, AND CLASSIFICATION

23.1. It is agreed that the Employer is responsible for determining the duty assignments of each position and for the accuracy and adequacy of each position description (PD) and position guide (PG). A PD is a written statement that describes the functional location, purpose, primary duties and responsibilities, supervisory guidance and relationship, and significant facts concerning the position. AF Form 1065, Nonappropriated Fund (NAF) Civilian Position Description, is used for this purpose. A PD is prepared for all Crafts and Trades (CT) positions. A PG is prepared for all NAF positions. AF Form 1702, Nonappropriated Fund (NAF) Position Guide, is a multipurpose form used for PGs. The form records the primary duties and responsibilities, qualifications, performance standards, and training requirements of NAF positions. A PD or PG describes the regular and recurring duties to be performed in a position. It is not intended to cover every minor duty, whether temporary or permanent in nature. Other incidental tasks or duties may be required of an employee in order to operate the organization successfully. However, significant changes to a position will be incorporated into the PD/PG to assure the position is correctly classified. When assigning minor or occasionally performed duties, management agrees not to assign unrelated duties that are unsafe or illegal.

23.2 The Employer agrees to notify the Union when any classification survey is initiated. If the Union requests an opportunity to discuss the concerns of employees in an organization where a classification survey is being initiated or in progress, the assigned classification specialist will meet with the designated Union representative, at the earliest practicable time, to discuss any areas of concern. Operating officials will also be invited to participate in the meeting at the discretion of the Employer. If the Union requests a briefing on the outcome of the classification survey, the Employer will arrange for the classification specialist to review the changes made by the survey with the Union's representative after the survey has been completed.

23.3. The Employer agrees to provide the Union, on a monthly basis, a sanitized copy of the AF Forms 2548 for all bargaining unit position description review actions of encumbered positions. When properly requested, the Union will be provided all information related to the AF Forms 2548.

23.4. It is agreed that an employee who believes his PD/PG does not properly describe the duties and responsibilities of his position, or who believes that his position is improperly classified should first discuss the matter with his supervisor. An appropriate representative of the HRO may be invited to participate in the discussions or the employee may arrange an appointment to discuss the matter with an HRO representative privately. Provided that an agreement as to the accuracy of the PD/PG cannot be resolved by meeting with the supervisor and/or representative of the HRO, the employee may designate, in writing, a Union representative to be present during any subsequent discussions. An employee, upon request, is entitled to have a Union representative present when the classification analyst conducts the site audit of the employee's positions for classification purposes. It is also understood that the supervisor will not be present when the site audit is conducted. If issues such as those referred to above are not resolved informally, the employee may file a classification appeal or a grievance, if there is a reduction in grade or pay, as appropriate. A complaint that one's position description does not properly describe the duties and responsibilities of his position may be submitted as a grievance only under the negotiated grievance procedure. The classification of an employee's position to a particular pay system, grade or pay band, title, or series, may be appealed in accordance with AFMAN 34-310.

23.5. The Employer agrees to correct any position guides/descriptions or the classification of any positions in the bargaining unit found to be improper by the classification analyst during the proceedings described in section above and AFMAN 34-310. The Employer also agrees that whenever a new PD/PG is processed, employees on that position and the Union will be furnished a copy of it as soon as practicable after it is officially approved and before assigning employees to the PD/PG.

23.6. If the classification of an employee's position results in a reduction in grade or pay, the employee may file an adverse action appeal under the statutory appeals procedure, or a grievance under the negotiated grievance procedure, but not both.

23.7. Article 18 contains information about employee's PD/PG regarding a detail.

ARTICLE 24

DOD NAF AREA WAGE SURVEYS

- 24.1. The Employer will notify the Union of the tentative and/or starting date as soon as it is informed that an official DoD NAF Area Wage Survey is scheduled.
- 24.2. The Employer will notify the Union in writing at least 15 calendar days, when possible, in advance of the date, time, and location of the local pre-survey hearing. The purpose is for the Union to be afforded the opportunity to present comments, requests, and suggestions (additions or deletions to the list of establishment and jobs to be surveyed) regarding the survey and to receive a copy of the consideration and disposition of matters raised at the hearing.
- 24.3. The Union's nominees for survey teams will be provided official time for training by the Union, not to exceed 4 hours, and any training provided by the DoD Wage Fixing Authority before the beginning of the wage survey.
- 24.4. 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.
- 24.5. 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 problems.
- 24.6. Management will ensure that the appropriate levels of supervision are aware of the obligations of wage survey committee members to participate in committee meetings, review and collect data, and will encourage cooperation to this end.
- 24.7. Up to 5 (as lead agency) and up to 2 (as non-lead agency) bargaining unit employees, selected by the Union president, will serve on the NAF wage survey data collection team.
- 24.8. When an employee in the bargaining unit is selected to serve on the NAF wage survey collection team, travel and transportation will be furnished in kind or paid in accordance with JTR, Volume II.
- 24.9. When the lead agency, the Employer will make every effort to provide official vehicles for the use of survey teams and, if necessary, for committee members involved in the survey. In the event such vehicles are unavailable, the Employer will explore all other alternatives to provide transportation for the survey team.
- 24.10. When designated as the host installation by the lead agency, the Employer will make every effort to provide office space and telephone capability to local committee members and survey teams for the purpose of conducting the survey.

ARTICLE 25

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE EMPLOYMENT

25.1. The Employer and the Union affirm their commitment to the policy of providing equal employment opportunities to all employees and to prohibit discrimination because of political, religious, or labor organization affiliation or nonaffiliation, marital status, race, color, sex, national origin, handicap, or age. The Parties also agree to cooperate in continuing efforts to eliminate from all aspects of employment and Union activities any discriminatory attitudes or practices related to protected groups under equal opportunity laws. The qualification, evaluation, or selection of candidates will be made and will be based solely on job-related criteria in accordance with legitimate position requirements.

25.2. The equal employment opportunity (EEO) program will be designed to promote equal employment opportunity in every aspect of personnel policy and practice in accordance with applicable law and government-wide rules and regulations. The program shall include, but not be limited to, the following:

a. Providing reasonable job accommodation, including reassignments, for qualified disabled employees.

b. Reviewing selection processes and staffing procedures to identify those which are inconsistent with governing Federal EEO rules and regulations and taking corrective actions consistent with such rules and regulations in those instances where adverse EEO impacts are found.

c. Procedures that allow for the redesigning of jobs, where feasible and desirable, and which do not create an undue hardship to achieve the employer's mission to utilize to the maximum extent possible the present skills of qualified disabled employees.

d. Making reasonable accommodations for the religious needs of employees when such accommodations can be made without undue hardship to the conduct of employee programs.

e. Commitment to the prevention of sexual harassment.

25.3. An EEO Advisory Committee will be established. The Committee will meet, usually quarterly, to evaluate such EEO matters as shown in section 25.2, including a plan of action, when needed to deal with problems that arise in the administration of the program. Committee action will be done by consensus. The Committee will be composed of the HRO, the Union Vice President for NAF (or designee), the Chief EEO Counselor, the 12th Services Commander/Chief (or Deputy), and any flight chief/supervisor/manager when needed to discuss particular EEO issues in his organization. The Union will be on official time to attend these meetings. The Employer will provide training, as needed, for the EEO Advisory Committee members, as determined by the Chief EEO Counselor.

25.4. The Employer will provide as many EEO counselors and other officials as may be necessary to carry out the functions of the program. Furthermore, the employer will publicize the EEO officials by posting their names, work locations, and duty phone permanently on centrally located bulletin boards and on the LANs.

25.5. It is understood that employees may be represented by the Union in preparing, filing, and pursuing EEO complaints.

25.6. The Union agrees to inform the Employer promptly of any equal employment opportunity problems affecting employees in the unit that come to its attention. The Employer agrees to negotiate with the Union about methods it proposes for resolving equal employment opportunity problems that affect employees or groups of employees in the unit.

ARTICLE 26

EMPLOYEE CONDUCT AND INDEBTEDNESS

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

26.2. Employer agrees to require adherence to the procedures prescribed in applicable regulations for handling debt complaints.

ARTICLE 27

DISCIPLINARY ACTIONS

27.1. The Employer and the Union agree to cooperate in an effort to minimize situations that require disciplinary action. They agree that one of the most important means of avoiding the necessity for disciplinary actions is by encouraging supervisors and employees to recognize and fulfill their respective responsibilities. This Article applies to regular and flexible employees; however, suspensions and removal actions are not to be used to discipline flexible employees.

a. The Parties agree it is the right and responsibility of the Employer to take disciplinary action against an employee for just cause. The Employer agrees that disciplinary actions must be consistent with applicable laws, rules and regulations, and that they must be fair and reasonable, and that their purpose must be corrective rather than punitive. The Parties agree that properly applied discipline benefits and protects all employees.

b. Nondisciplinary counseling sessions conducted by supervisory or management officials with bargaining unit employees or entries in Supervisor's Employee Work Folders (SEWFs) recording such counseling sessions, are not considered discipline, but may be grieved in accordance with the terms of this Agreement. Supervisors will give employees an opportunity to initial before entering that information in the employee's records.

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

a. Disciplinary actions include:

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

b. Disciplinary actions do not include:

- (1) Application of a revised prevailing rate schedule when there is no change to the position
- (2) A BBA
- (3) A reduction in the number of guaranteed hours that does not result in a change in the employee's employment category
- (4) An action taken against an employee serving a probationary period

(5) A change in duty shifts that results in the loss of differentials or premium pay.

(6) An action taken as the result of the termination of a temporary promotion

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

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

27.4. Interviews, inquiries, and counseling for disciplinary matters will be conducted in private and in such a manner as to minimize any personal embarrassment to the affected employee. The Employer will make witnesses available to the designated Union representative and official time will be approved for the Union to interview witnesses. The Union interviews will usually occur after a management proposal or decision. However, in some cases, the Union may conduct interviews during the fact finding stage of the potential action.

27.5. Management should issue timely disciplinary decisions. The Employer will make an effort to keep the employee informed as to the status of such actions to alleviate the concerns of the employee. Where an employee is subject to discipline, it is agreed that usually within 45 calendar days, and no later than 60 calendar days, of the offense, the Employer's awareness of the offense, or the completion of an investigation of the matter by other than the supervisor, whichever occurs later, the Employer will impose or serve upon the employee one of the following:

a. In the case of oral admonishment and termination of a flexible employee, the decision on the action itself; or

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

c. If, for reasons of significantly changed circumstances, further delay in taking the action is anticipated, a notice from the Employer to the employee advising that disciplinary action is being considered, the general basis therefore, and that the employee will be informed when a decision has been made will satisfy the requirements of this section.

27.6. The designated Union representative and affected employee will be provided a copy of all material relied upon, including the proposing and deciding officials' documentation of considerations in selecting the penalty, as required by AFMAN 34-310; e.g., Figure A7.2, 1 Dec 95. All information, data, reports, investigative reports in the Employer's possession that is relied upon will be provided to the employee and the Union with the copy of proposal/decision letters. Duplicate material does not need to be provided at the decision stage. The information provided will include all evidence that appears to implicate or absolve the employee. The Parties agree that any failure to comply with the provision to furnish all substantive evidence that materially affects the case will prohibit use of or reference to the excluded information/evidence as a basis, in whole or in part, for the action until the Union has a reasonable opportunity to consider the new information and to prepare its case. This could cause oral/written replies of proposals and decisions to be delayed, and third party actions on disciplinary cases to be delayed or rescheduled.

27.7. An employee may respond orally or in writing to a proposed disciplinary action. The employee will normally be given a minimum of ten (10) calendar days to give his answer to the proposed action. The normal advance notice period will be 21 calendar days. In accordance with AFMAN 34-310, this does not apply, however, to the crime provision or if retention of the employee during a notice period will result in damage to or loss of property or funds; be detrimental to the interests of the government; or impose an undue risk to the safety or welfare of the employee, other employees, or the general public. In those instances, the notice period can be 24 hours. Decision to terminate a flexible employee can be made with a notice period of 24 hours.

27.8. Management will grant the Union representative official time to assist the employee in the preparation of his response and will normally grant this request as promptly as the workload will allow. If requested in writing, an employee may be granted an extension. The request should include the amount of additional time and the reason(s) for the extension. Notices of final decision will advise employees of their right to grieve or appeal the action as appropriate. The decision is based on the charge(s) in the Notice of Proposed Disciplinary action and must take into account the employee's answer, if any, to the proposed action.

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

27.10. The notice of proposed action or notice of decision will be delivered to the employee in person at the work site, if the employee is in a duty status. If the employee is not in a duty status, the notice will be forwarded to the employee by first class, certified, or registered mail. The employee will be provided an extra copy of proposed notices of suspensions or higher as well as final decision letters of discipline.

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

27.12. The Employer will routinely make a determination by the one year anniversary date of oral admonishments and reprimands as to whether the materials will be removed from the employees' records, rather than remaining in the records for a 2-year period. The employee will be advised if the action is removed earlier.

27.13. The Employer and Union agree that the concept of alternative discipline will be considered for each case.

27.14. Each month the Union will be given a list, by organization, of names, position titles, series, grades, symbols, and employment categories of all bargaining unit employees appointed and separated during the preceding month. In addition, the Union will be notified when the reason for separation is death.

27.15. A tipped employee may grieve any discipline or termination for performance that is based on not attaining the tip goal.

ARTICLE 28

HEALTH AND SAFETY

28.1. The Employer agrees, in accordance with applicable laws, rules, and regulations, to provide and maintain safe and healthful working conditions for all employees in the unit, and the Union agrees to cooperate, as appropriate, in this effort. It will be the responsibility of the Employer to maintain an effective and comprehensive Occupational Safety and Health program in accordance with Public Law 91-596, the Occupational Safety and Health Act of 1970 (referred to as the Act), Executive Order 12196, and 29 Code of Federal Regulations (CFR) Part 1960. In administering this program, the Employer agrees to recognize the Union as the exclusive representative of bargaining unit employees. The Employer further agrees to negotiate with the Union, on request, about matters affecting the health and safety of employees in the unit.

28.2. The Employer recognizes its responsibility to make a reasonable effort to provide civilian employee health services in compliance with the standards and guidelines of the Air Force. The Employer agrees to negotiate and cooperate with the Union in the identification and evaluation of health service needs of employees in the unit.

28.3. It is agreed that employees share in the responsibility for maintaining a safe and healthful work environment. In the interest of their own safety as well as that of others, they should be alert to unsafe and unhealthful practices, conditions, and equipment, and should adhere to prescribed safety rules, procedures, and practices.

28.4. It is agreed that when an employee believes his work involves unsafe or unhealthful conditions beyond those normally required by his job, he should report the matter to his supervisor, second level supervisor, Ground Safety, Medical Squadron, Civil Engineering, Environmental and/or HRO or designees and explain the nature of the risk he believes is involved. Except in an emergency, management will delay the alleged hazardous assignment while investigating and evaluating the situation and consulting with any appropriate parties. The Employer will take needed measures to minimize avoidable hazards and will promptly inform the employee of its decision as to whether, when, and how the questioned assignments are to be accomplished. The employee will then proceed as instructed. At the employee's request and at the earliest reasonable time, arrangements will be made for the employee to discuss the matter with the 2nd level supervisor, Ground Safety, Medical Squadron, Civil Engineering, Environmental, and/or the HRO. It is recognized that, while no supervisor should direct the performance of a task under unsafe conditions (except in emergencies or as a normal requirement of the job), the Employer retains the right to direct employees and to determine the methods, means, and personnel by which such operations are to be conducted.

28.5. The Employer will ensure that employees have been properly oriented on the use of new equipment or machinery and will ensure that this equipment or machinery has been properly inspected for safety before use. Equipment or machinery will be maintained and repaired in accordance with appropriate safety procedures.

28.6. The Employer agrees to make a reasonable effort to secure and provide protective clothing and safety devices required by the Office of Safety and Health Administration (OSHA) and/or applicable regulations. Safety shoes and protective eyewear, to include prescription glasses, if medically required, will be provided for personnel needing such items. The Union agrees to urge employees to use these safety measures regularly as intended and to take proper care of the equipment in their custody.

28.7. When the Employer becomes aware of an on the job injury, the employee affected will be promptly informed of benefits provided by the Workers' Compensation Program. The Employer will provide and process all forms for the injured party, coordinating with the employee and/or designated Union representative.

28.8. Employees who require emergency diagnosis, treatment, and care for injuries that occur during work hours and/or are work related, shall be offered prompt medical attention at the most convenient medical facility. The Employer will pay any charges, approved for payment under the Program, that are not covered under the employee's medical, accident, or workers' compensation insurance.

28.9. The Employer agrees to supply and maintain on a regular basis an adequate number of fire extinguishers in all work areas as prescribed by fire and safety standards.

28.10. The Parties recognize that temperature conditions in and around work areas can have a direct bearing on an employee's comfort, morale, health, and safety. When extreme hot or cold conditions exist, the Employer will take precautionary measures to reduce the risk to employees so exposed in accordance with applicable regulations. This will specifically include the Employer providing liquid supplements such as electrolyte fluids; e.g., Gatorade.

28.11. The Parties agree that they will intensify efforts to assist those employees who are interested in breaking the smoking habit. The Parties are committed to making cessation programs available to each and every employee who wishes to participate in them. The Employer will sponsor smoking cessation classes a minimum of once per year. Employees will be provided the opportunity to participate in the Employer's smoking cessation classes, at no cost to the employee. Programs will include or be similar to programs conducted by the American Lung Association or the American Heart Association. Employees who wish to stop smoking but who are unable to successfully complete a smoking cessation program, or who have quit smoking but are experiencing related difficulties, are encouraged to seek additional assistance. Employee participation in assistance or cessation programs is strictly voluntary. The Employer will designate outdoor smoking areas, when possible, which are reasonably accessible to employees and provide a measure of protection from the elements.

28.12. The Union will be advised, when possible, at least 7 days before a scheduled health and safety inspection. In the event a Safety Inspector visits the installations for the purpose of inspection or investigation that could affect personnel policies, working conditions and/or employee health and safety, a Union representative will be afforded the opportunity to meet with and accompany the official on the inspection or investigation. Reports of the inspections will be made available for review by the Union. The Union will be given the opportunity to provide input for consideration regarding the results.

28.13. The Employer agrees to allow one Union representative official time for preparing and attending all Safety Meetings/Committee Meetings. Said Union representatives will be authorized to participate fully.

28.14. The Employer shall provide appropriate safety and health training for the representative on the Safety Committees that will enable the representative to effectively perform Committee tasks. Official time for this training will not be counted toward time allocated for Union training.

28.15. The Employer agrees to compile and maintain a record of all accidents and reported unsafe conditions in accordance with laws, rules, and regulations of appropriate authorities. Upon request, in accordance with law, rules, regulations, and guidance, a copy will be provided to the Union.

ARTICLE 29

COMPENSATION FOR INJURIES

29.1. It is agreed that employees should promptly report to their supervisor any on-the-job injury and any illness or disease that may be job related so they can be referred to the physician of the employee's choice, as appropriate, for examination and/or treatment. Report forms prescribed by AFMAN 34-311 must also be completed and submitted by the employee and the Employer to make a record of the case and to enable the employee to claim any benefits to which he is entitled. The HRO will do timely follow-ups regarding the processing of claims with Employer, staff, supervisors, HQ AFSVA, etc.

29.2. Management will adhere to all provisions of AFMAN 34-308, and 34-311, *Workers' Compensation Procedures*, and law, rule, and government-wide regulations.

29.3. The HRO administers claims for the first 6 weeks. Thereafter, the Air Force Services Agency's Workers' Compensation Branch administers claims for benefits. These benefits may include payment for all necessary medical expenses, payment of compensation for most of the wages lost due to the disability, and/or loss of certain bodily members or functions.

29.4. The Employer agrees to make a continual effort to assure that employees are kept informed of the compensation benefits payable and the procedures for claiming them. Both Parties agree that it is management and the employee's joint responsibility to insure laws, rules, and regulations regarding workers' compensation benefits are followed. Both Parties agree that employees should take the initiative to request from their supervisors any special information they may need about compensation benefits or procedures. The supervisor should refer them to the Human Resource Office for any information he cannot provide.

29.5. The Employer agrees to notify the Union promptly of the death of any employee in the unit that results from an on-the-job injury or from occupational disease. The Employer also agrees to permit a unit employee and his designated representative to review documents and receive copies, upon request, relating to his claim for compensation that the Air Force Services Agency has authorized the HRO to make available.

ARTICLE 30

CIVIC AND COMMUNITY RESPONSIBILITIES

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

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

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

ARTICLE 31

EMPLOYEE SERVICES

31.1. The Employer agrees to negotiate with the Union, on request, concerning the adequacy and assignment of on-base parking facilities. The Employer agrees to give reasonable consideration to providing a special parking space for employees who cannot walk or whose walking ability is severely impaired. The Employer will give special consideration to assigning handicapped parking places as near to working areas as practical.

31.2. The Employer agrees to provide individual counseling on retirement benefits and procedures for employees. Employees can request such counseling for long-range purposes and when eligible for and considering retirement. The Employer also agrees to provide voluntary group retirement information briefings every year for interested employees who will be eligible for optional retirement within 10 years.

31.3. The Employer agrees to inform employees of other base services available by such means as new employee orientation, bulletin board posting, the Randolph Bulletin, the Wingspread newspaper, employee newsletter, and personal counseling. The Employer also agrees to negotiate with the Union, on request, about services that are being provided or might be considered for employees in the unit.

ARTICLE 32

TRAVEL

32.1. Compensation and Travel.

a. To the maximum extent practicable, time spent in travel status away from the employee's official duty station will be scheduled by the Employer within normal working hours. Where it is necessary that travel be performed during his nonduty hours, the employee will be paid overtime or may opt for compensatory time when such travel constitutes hours of work under 5 U.S. Code or the Fair Labor Standards Act, if applicable.

b. Travel orders will normally be issued when an employee is required to perform temporary duty travel beyond the local commuting area. A reasonable effort will be made to issue them far enough in advance for the employee to obtain transportation requests, government credit cars, advance per diem in emergency situations when there is insufficient time to secure a credit card, and travel pay during normal duty hours. Information about arrangements available at the destination for quarters and local transportation will also normally be secured in advance and provided to the employees involved.

c. Travel by aircraft may be required of an employee. Except when travel is precluded for medical reasons, employees may be required to perform necessary travel by regularly scheduled commercial aircraft or military aircraft. When employees are required to travel by military aircraft, they will not be required to utilize other than transport-type aircraft normally used for passenger service except as authorized by the Joint Travel Regulations.

32.2. Change from Per Diem Allowance to Actual and Necessary Subsistence Expenses.

a. Advance Authorization. An employee scheduled to travel in an area for which a per diem allowance is prescribed may request advance authorization for travel on the basis of actual and necessary subsistence expenses. Any such request will normally be approved when the supporting justification shows the unusual and exceptional circumstances for the request.

b. Post Approval. Reimbursement for actual and necessary subsistence expenses allowable under law and/or rules and regulations issued above, will normally be authorized on a post-approval basis if the employee can justify that prudent expenses required by the ordered travel exceeds the prescribed per diem rate. This provision applies only to travel involving assignments of 30 calendar days or less.

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

32.4. Claim for Expenses. The Employer will process all claims for travel expenses as expeditiously as possible.

32.5. Use of Privately Owned Vehicles (POVs). Employees will not be required to use POVs for Government business, and neither will they suffer any loss of pay, reprisal, or adverse action on account of refusal to use a POV for Government business. In the event the use of POVs is authorized, mileage for such use will be compensated at the prevailing rate published in the Federal Register.

32.6. Document and Property Loss/Theft. An employee is accountable for Government documents or property in his possession and/or custody. Employees exercising reasonable care will not be held responsible for documents or property damaged, lost, or stolen from their possession and/or custody.

32.7. Protective Assistance. The Employer recognizes that some travel job assignments present a threat to the personal safety of employees. When such circumstances are brought to the attention of the supervisor by employees or the Union, appropriate measures will be taken to assure the safety of the employee. The Parties agree jointly to review existing employee protective procedures from time to time to assure that employees receive the maximum feasible protection from such dangers.

32.8. Return to Duty Station. An employee on long-term assignment may be authorized occasional return trips to his permanent duty station at Government expense on nonworkdays. Approval for such return trips are at the administrative discretion of the authorizing official and may be authorized in accordance with published travel policy of the Employer.

ARTICLE 33

CONTRACTING OUT

33.1. Nothing in this Agreement is intended to waive the rights of both Parties granted by law and regulation of the appropriate authority.

a. The Employer agrees to provide timely notification to the Union concerning any proposal to contract out work performed by bargaining unit employees, or a proposal to review such a functional area for possible conversion to contract. The notice to the Union will be a minimum of 180 days in advance of its intent to solicit bids for work that could result in a reduction in force (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.

b. Management agrees to consider any timely input from the Union as to how work and materials could be reorganized in a more efficient manner. The Union and bargaining unit employees, to the extent possible, will be encouraged to participate early in the contract study process to contribute ideas and information to design the most efficient and effective organization. Official participation in development of performance work statements is an assigned duty.

c. The Union may request, in writing, copies of any relevant and pertinent data in connection with the implementation of OMB Circular A-76, Performance of Commercial Activities, including any training materials. After a review of such request the Employer will provide the Union, to the extent reasonable available and necessary for full and proper discussion, understanding, and negotiation of subject within the scope of mandatory bargaining.

33.2. The Employer will comply with all laws, rules, and regulations concerning contracting out. Contracting out is not subjective to the negotiated grievance procedures.

33.3. The Union will be allowed a representative on the Commercial Activities Working Group and may attend meetings that relate to the development of the Performance Work Statement (PWS) or the Most Efficient Organization (MEO). The purpose of Union participation is to allow participation whenever possible, on a regular basis during the development and preparation of the PWS and MEO, to consider the views of the employees performing the tasks subject to the commercial activity review. However, some of the work of the Group may be considered internal management deliberation. In such instances, the Employer will consider giving a notice to the Union for a representative to be present. The Union understands this information may be procurement sensitive and agrees to treat it as such. This information will not be provided to the Union if the Union is to be a bidder.

33.4. The Union representative will receive such training as is provided to the Group regarding the contracting out process.

33.5. Notification, Negotiation, and Consultation.

a. The Employer will notify and negotiate with the Union concerning any proposal to convert in-house functions currently performed by bargaining unit employees to outside contract. The purpose is to negotiate fully the adverse impact on unit employees; e.g., reassignment, retraining, or hiring limitations. Information provided to the Union for negotiations will include, but not be limited to, the reason for the possible conversion to contract, the status of affected employees, and contract specifications consistent with procurement regulations.

b. The Union may file written comment regarding consultation subjects. The Employer will respond to any written submission by agreeing to meet and discuss the Union's comments and related concerns. The Employer will duly consider the Union's input and, upon request, furnish a written reply to the points raised by the Union.

c. The Union will be furnished information on contract specifications at the same time the invitations for bids are mailed to bidders. Also, the Union will be furnished dates and times of pre-bid and bid-opening conferences, as appropriate. The Union, including stewards of affected work areas, will have a right to have a representative at such conferences.

33.6. Consistent with applicable regulations, the data that may be provided to the Union, in accordance with the above, may include but is not limited to: pertinent information on cost studies, invitations for bid (IFB), requests for proposal (RFP), abstract bids, correspondence from higher authority directing the cost study, correspondence for the Department of Labor regarding wage rates, the PWS, and any changes, the "milestone" chart or similar document setting forth the estimated dates for the contracting-out process, and bidder questions and Employer answers related to the PWS. The Union will have a reasonable amount of time to review and respond to each of the above. The Employer will address all written responses from the Union and correct all data where the Union demonstrates that it is not valid or not prepared in accordance with existing directives.

33.7. The Employer will permit a Union representative in the "walk through" by bidders of the function under review.

33.8. The Employer agrees to take action to minimize the impact on affected employees when a function is contracted out. When employees are adversely affected by a decision to contract out, the Employer will make maximum effort to find available positions for employees. This effort will include:

a. Giving priority consideration for available positions within NAF. The Employer will give appropriate counseling, upon request, regarding information regarding appropriated fund positions.

b. Establishing an employment priority list and a placement program.

c. Paying reasonable costs for training that contribute to placement. The Employer will recommend to a gaining office (NAF or APF) that relocation expenses be paid for NAF displaced employees who have been selected. Employer efforts will normally include limiting permanent new hires and consideration of attrition patterns. Placement consideration will be in accordance with other articles of this Agreement; e.g., Article 20, Business-Based Actions.

33.9. Briefings will be held with affected employees and the Union for the purpose of furnishing information regarding contracting out. Employees will be provided with entitlement of first refusal to the extent not prohibited by law and regulation.

33.10. The Parties agree that any agreement reached in mid-term bargaining regarding contracting out may be incorporated in this Agreement.

33.11. Article 33 does not apply to any type of contracting out other than that done through use of OMB Circular A-76 procedures. Other types of contracting out that do not cause adverse action against one or more bargaining unit employees are purely retained management rights and are not appropriate subjects for discussion with the Union, unless management chooses to discuss them with the Union.

33.12. The Employer will annually notify its managers and supervisors of their responsibilities to advise the HRO to proposed changes in working conditions of bargaining unit employees. The Employer has determined that the LRO or designee will actively pursue these issues and when notified, will ensure timely notification of the Union.

ARTICLE 34

EMPLOYEE PAY

34.1. The Employer will implement classification and wage administration practices that comply with DoD, Air Force, and policies or law, as applicable.

34.2. NAF positions are classified into one of three major pay-setting systems. These are:

a. Prevailing rate positions consisting of crafts and trades (CT) positions (NA, NL, and NS pay plans.

b. NAF pay band positions (NF-I through NF-VI).

c. Child Development (CC) positions. Pay band 1 comprises CC-01 and -02; pay band 2 comprises CC-03 through CC-05.

34.3. The Employer agrees that nonappropriated fund employees will receive fair and equitable pay treatment. Therefore:

a. Employees within the unit may be detailed to higher level positions for 60 days or less on a noncompetitive basis. When an employee is assigned to a higher level position and it is known that such assignment will continue for more than 60 days, a temporary promotion will be made. Formal documentation will be required on details of 30 days or more. Documentation of all higher details of fewer than 30 days will be made upon request of the employee.

b. No employee will be downgraded without being granted proper notification and grievance or appeal rights.

c. No employee will be assigned to menial and/or unpleasant assignments as a disciplinary measure and/or for punitive reason.

34.4. All “tipped employees” covered by this Agreement will be assured that the combined total of their tips and hourly wages will not be of a lesser amount than they would receive should they be paid the minimum wage required by the Fair Labor Standards Act and amendments thereto.

34.5. The Employer agrees to adhere strictly to the meaning and content of the Dual Compensation Act.

34.6. It is agreed that the Employer will notify the Union of any pending changes in classification due to reclassification or reorganization that will have more than a *de minimus* adverse effect on unit employees.

34.7. Where applicable, eligible employees will be paid overtime under the provisions of the Fair Labor Standards Act, or provisions of 5 U.S. Code, whichever results in receipt of the higher pay.

34.8. Sunday premium pay of 25% of the rate of basic pay is paid to regular employees for regularly scheduled work performed on Sunday within the basic 40-hour workweek.

34.9. Crafts and Trades employees, as defined in P.L. 92-392, will be entitled to environmental pay in accordance with regulations.

34.10. Crafts and Trades and NF-I and NF-II employees will receive shift differential pay, without regard to their employment categories, as follows:

a. Amounting to 7½% of the hourly rate for regularly scheduled nonovertime work, the majority of the hours of which occur between 1500 and 2400 hours, and

b. Amounting to 10% of the hourly rate for regularly scheduled nonovertime work, the majority of the hours of which occur between 2300 and 0800. When authorized, shift differential is payable for the entire shift. A majority of hours for purposes of this section is a number of whole hours greater than one-half of the regularly scheduled (nonovertime) shift, to include meal breaks of 1 hour or less. (For example, an employee must work 5 hours of a scheduled 8-hour shift during the period covered by night differential to qualify for payment.)

c. Shift differential will be included as a part of the rate of basic pay in the computation of overtime pay, holiday pay, Sunday premium pay, sick leave, vacation leave, and lumps sum payment for vacation leave only.

34.11. NA and NL employees who are not currently on Pay Bands, will have their “step increases” granted in compliance with regulations.

34.12. 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 NF-I or – II employees are involuntarily moved, other than for cause, from on NAF activity to another, their pay will be set using the existing rate.

34.13. 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.

34.14. Employees who are on pay bands will receive just consideration for pay increases at least annually in conjunction with their performance evaluations. 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 have discretion in recommending 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 increases based on set waiting periods.

c. The Employer agrees that it will ensure that employees who are rated above satisfactory for 2 consecutive years, and who have received no other pay adjustment or cash performance award except cost of living allowance adjustments during that 2-year period, will receive either a performance cash award or a pay adjustment at the end of the second appraisal period.

d. Any regular employee who has not received a pay adjustment or cash award after two full appraisal cycles will have the right to request a written explanation from the supervisor. Such a request will be in writing and will be made within 15 calendar days of the effective date of the yearly performance based pay adjustment. If the employee is not satisfied, he has the right to file a grievance.

34.15. The CC schedule adjustment will be as specified in the CC Plan; i.e., the GS locality increase rate.

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

34.17. Performance awards will be granted in conjunction with the performance evaluation cycle. Cash awards will be 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 wage adjustment.

34.18. 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 in comparison with other activities.

34.19. Pay banded employees will receive cost of living increases equal to the APF cost of living increases applicable to Randolph AFB TX.

ARTICLE 35

HEALTH AND LIFE INSURANCE, RETIREMENT, AND 401(k) SAVINGS PLAN

35.1. The Employer agrees to continue the current health insurance, life insurance, retirement, and 401(k) programs that are in effect as of the effective date of the Agreement. The HRO will establish two sets of records for recording the specific provisions and coverages as of that date. One copy will be maintained in the HRO and one copy will be maintained in the Union office for historical purposes of this Agreement.

35.2. In the event there are any proposed changes to the health insurance, life insurance, retirement, or 401(k) plan, the Parties agree that this Agreement may be reopened for the purpose of negotiating those issues.

ARTICLE 36

PERFORMANCE EVALUATION

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

a. The Parties agree that Management will establish and communicate to employees critical elements and performance standards subject to law and regulations, and this Article.

b. Performance standards that assess an employee's manner of performance must be job-related, documented, and measurable. There must be a nexus between the expected manner of performance and the expected job results.

36.2. Performance evaluations will normally be prepared by the first-level supervisor and reviewed by the second-level supervisor. If the first-level supervisor is sick or otherwise absent for a period of 4 weeks or more, the next higher level supervisor will prepare or review the performance evaluation, providing that the level of supervision having authority to rate an employee's performance must have functioned in a capacity of supervision that gives him direct knowledge of the employee's performance in the appropriate categories. In cases where an employee's first-level supervisor is absent for 4 weeks or more, the employee may request and Management may, approve delaying the employee's performance evaluation until the return of his absent supervisor. Wherever language in this section refers to specific duties or responsibilities of specific employees or management officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Employer retains the right to determine who will provide the functions discussed.

36.3. An employee may bring to his supervisor's attention positive points of performance appropriate for consideration during a rating period. The employee may also point out situations where his performance was influenced by factors beyond his control that affected the level of performance during the rating period, such as machinery breakdowns and changes in assignment priorities. Such comments, however, must be made to the rater at least 30 calendar days in advance of the rating.

36.4. The supervisor will discuss the performance evaluation with the employee before making it a part of the employee's record and the employee will have an opportunity to initial it before it becomes a part of the record. A copy of the evaluation will be given to the employee.

36.5. The original copy of the official performance evaluation will be kept in the employee's official personnel folder. If the employee challenges his evaluation, no documentation of the challenge will be kept in the official personnel folder. Only the final evaluation will be in the Official Personnel File.

36.6. A regular or flexible category employee whose performance is less than satisfactory will be provided with written notice of how the performance has been unsatisfactory, to include specific examples of performance deficiencies. The employee will be given a warning period of at least 30 calendar days to bring performance up to acceptable standards. However, Management recognizes that some employees in regular positions may need a longer improvement period. During this warning period, the Employer will provide appropriate training and on-the-job assistance to help the employee improve performance deficiencies. At the conclusion of the warning period, a performance evaluation will be prepared to indicate how the employee performed during the warning period.

36.7. Significant accomplishments recognized with awards will be documented in the performance evaluation.

36.8. An employee and the supervisor will have served in their respective positions at least 90 days before an appraisal can be accomplished.

36.9. Disputes or complaints regarding evaluations may be resolved using the negotiated grievance procedures.

36.10. A tipped employee may grieve any discipline or termination for performance that is based on not attaining the tip goal.

ARTICLE 37

ALCOHOLISM AND DRUG ABUSE

37.1. The Employer may provide employees with information regarding counseling or treatment for alcohol, drug, and mental health problems. This may be provided to employees as of the effective date of this Agreement, to new employees in orientation, and annually in the HRO Newsletter.

37.2. Sick leave, advanced sick leave, annual leave, or leave without pay may be granted for the purpose of treatment or rehabilitation as in any other illness or health problem.

37.3. If the Employer establishes a Drug and Alcohol Abuse Control Committee, the Union will be represented.

37.4. The confidential nature of any and all records of the identity, diagnosis, prognosis, and/or treatment of any employee will be preserved in accordance with applicable laws and regulations.

ARTICLE 38

LMR AGREEMENT/COMMITTEES

38.1. The Employer agrees to notify the Union Vice President—NAF, of any permanent or temporary committee, team work group, task force, or other group that is established when the purpose is to give consideration to personnel policies, practices, and working conditions which potentially or actually affect employees in the bargaining unit. Management will establish the following committees, with two NAF representatives on each committee:

- a. LMR Committee.
- b. Health and Safety Committee (Article 28).
- c. Drug and Alcohol Abuse Control Committee (Article 37).
- d. EEO Advisory Committee (Article 25).
- e. Pay Committee

38.2. Periodic LMR meetings may be scheduled between the Chief, 12th Services Division and/or designee and the Union to discuss topics of mutual concern. The HRO and/or LRO 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.

38.3. The Parties recognize that effective labor relations should include a collaborative labor/management relationship that will give employees, through the Union, an avenue to address problems and solutions that will contribute to an effective and efficient government.

38.4. The purpose of effective collaborative labor-management relations 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 and maintained at all organizational levels.

38.5. Effective labor-management relations arrangements should include periodic meetings (monthly or as mutually agreed) between the steward(s) assigned to the Flight and the Flight Chief and/or key management officials. If no steward is assigned to the Flight, the Union may designate a representative to attend the periodic meetings. Either Party may take the initiative to schedule the meetings. The purpose of the meetings will be to promote increased communications between the Union and Management.

38.6. Nothing in the Agreement will preclude the Parties from later deciding to implement a “council” arrangement, if mutually agreed.

38.7. The provisions of this article are intended to allow the Parties to discuss issues that 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.

38.8. The Employer agrees to approve official time according to Section 6-3(u) to prepare for, attend, and participate in committee meetings. Said Union representatives will be authorized as permanent members in these meetings, the Union may, on a case-by-case basis, decide not to have a participant on a committee. If so, the Employer will provide the Union with a copy of minutes, analyses, studies, research information, findings, recommendations, etc., as committee actions occur.

ARTICLE 39

INCENTIVE AWARDS

39.1. The Employer and the union agree that recognition should be granted to an employee who, by his own efforts, initiative, and industry contributes considerably more to the operation than normally would be expected. Such an employee accomplishes the tasks assigned to him in a shorter than normal time and/or in a more effective manner than required; he voluntarily seeks other tasks to perform to help others or to help the operation; he takes pride in his work and his job. An employee such as this is valuable to the business, for not only does he accomplish more than is expected, but he stimulates 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: Displaying perseverance and dedication to duty; improving procedures or methods; eliminating or minimizing safety hazards; increasing productivity; saving time, many and/or other NAF resources; improving customer service; or making other noteworthy contributions at any time and/or receiving official commendation from other than Services sources.

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

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

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

c. On-the-Spot Cash award: Given to an employee for a specific event or situation that resulted in a unique contribution to the activity or organization, not exceeding \$400.

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

e. Honorary award: Given to NAF employees in accordance with regulations, including AFMAN 34-310.

f. NAF Flight or Service Programs: Each flight is encouraged to establish specific employee recognition programs; e.g., employee of the quarter and employee of the year. Flights are also encouraged to submit nominations for Division- and base-wide quarterly and annual recognition programs.

g. Suggestions 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 entered in the employee's OPF. The approved suggestion will also be recorded in the SEWF 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 contributes to the quality, efficiency, or economy of Government operations.

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

ARTICLE 40

CHILD DEVELOPMENT CENTER (CDC)
AND YOUTH FLIGHT PERSONNEL

40.1. CC employees who are on developmental positions who complete their modules and applicable experience requirements will be advanced to the next level (e.g., CC-01 to CC-02) within two pay periods as required by CC Pay System Guidance.

40.2. All CC employees who are on developmental position will receive a reasonable amount of administrative time to complete their modules.

40.3. If and when necessary, the Employer will negotiate with the Union to implement Public Law 106-58.

ARTICLE 41

NEPOTISM

41.1. 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 within the 12th Services Division.

41.2. 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.

41.3. 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 and civilian personnel assigned to or employed by the fund, provided the employee is not under direct supervision of a relative.

NEGOTIATED AGREEMENT

Between

COMMANDER, 12TH SUPPORT GROUP
RANDOLPH AIR FORCE BASE, TEXAS

And

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

Non-appropriated Funds (NAF) at Randolph Air Force Base
San Antonio, Texas

FOR THE UNION

FOR THE EMPLOYER

[Signatures Deleted]

