

LABOR MANAGEMENT AGREEMENT

**BETWEEN
MARCH FIELD
AND
AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES
LOCAL 3854**

RIVERSIDE, CALIFORNIA

NONAPPROPRIATED FUND UNIT

USAF
SERVICES
Combat Support & Community Service

**AERO CLUB
CONSOLIDATED CLUB
GRAPHICS/PRINT SHOP
LODGING
OUTDOOR RECREATION
TICKETS & TOURS**



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ARTICLE 1

PREAMBLE

In accordance with the provisions of Public Law 95- 454, as amended, the following agreement is entered into by March Air Reserve Base (ARB), hereinafter referred to as the "Employer", and the American Federation of Government Employees, APGE Local 3854, hereinafter referred to as the "Union",

The Employer recognizes the right of employees to organize and express their views. The Employer further recognizes that participation of employees formulation and implementation of personnel policies affecting them contributes to the effective administration of the Air Force and is in the public interest. The well-being of the employees requires orderly, constructive, and cooperative relationships be maintained by both union and management officials.

The Employer and the Local pledge their active support in efforts to eliminate waste; combat absenteeism; conserve materials and supplies; ensure timely completion of work; improve the quality of workmanship; encourage the submission of suggestions for work; improvements and cost reduction ideas; prevent accidents; promote equal employment opportunity; and strengthen and foster good relations among the Employer, the Local, employees, and the local community.

The provisions of this agreement are deemed to be separable to the extent that if any portion of this agreement is determined to be, or becomes in conflict with any law, rule, or regulation, such a decision will not affect the remaining provision ; of this contract. If the change in a law, rule, or regulation occurs, Impact and implementation (I&I) bargaining will be accomplished before implementation of the change.

Now, THEREFORE, the Parties hereto agree as follows:

ARTICLE 2
DEFINITIONS

Definitions for the purpose of this Agreement are as follows:

A. **ACTIVITY MANAGEMENT**- The installation commander, management officials, supervisors, and other representatives of the Employer having authority to act for the Employer.

B. **ADVERSE ACTION** - A removal, reduction in grade, suspension for more than 14 days, reduction in pay, or furlough for more than 14 calendar days.

C. **AFM** - Air Force Manual.

D. **AGENCY**- An executive agency as defined in Title 5, United States Code (U.S.C.), Section 7103(a)(3)

E. **CONDITIONS OF EMPLOYMENT** -- Personnel policies, practices, and matters whether established by rule, regulations, or otherwise, affecting working conditions, except that such term does not include policies, practices, and matters--

1. Relating to political activities prohibited under subchapter III of Chapter 73 of Title 5, U.S.C,
2. Relating to the classification of any position, or
3. To the extent such matters are specifically provided for by Federal statute.

F. **DAYS** - Calendar days unless indicated otherwise.

G. **DOD** - Department of Defense

H. **EMERGENCY** - To take whatever actions may be necessary to carry out the agency mission during emergencies.

I. **EMPLOYEE** - An individual who is employed by the Employer and is part of the certified and recognized exclusive bargaining unit.

J. **EMPLOYMENT CATEGORIES**- The following employee categories will be accorded the definitions state below:

a. **Regular Employees:** Employees who are guaranteed at 20 hours per week and eligible for benefits.

b. **Flexible Employee:** Employees who have no guaranteed hours and are ineligible for benefits.

K. EMPLOYER - March Air Reserve Base (MARB), CA

L. FAMILY MEMBER - Includes the employee's spouse, spouse's parents, children of the employee and their spouses; employee's brothers and sisters and their spouses; parents; and any other individual related by blood or affinity whose close relationship to the employee is the equivalent of a family relationship.

M. FURLOUGH - The placing of an employee in a temporary status without duties and pay because of lack of work or funds or other non-disciplinary reasons.

N. MANAGEMENT OFFICIAL - An individual employed by the Employer in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the Employer.

O. SENIORITY - Time the employee started his current continuous period of creditable Federal employment, plus any previous periods of creditable service. This time shall be the Service Computation Date (SCD).

P. SUPERVISOR- An individual employed by the Employer having authority in the interest of the Employer to hire, direct, assign, promote, reward, transfer, furlough, layoff: recall, suspend, discipline , or remove employees; to adjust their grievances; or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment, except that, with respect to any unit which includes firefighters or nurses the term "supervisor" includes only those individuals who devote a preponderance of their employment time in exercising such activity.

Q. SUSPENSION - The placing of an employee for disciplinary reasons in a temporary status without duties or pay.

R. UNACCEPTABLE PERFORMANCE - Performance of an employee which fails to meet established performance standards in one or more critical elements of such employee's position.

S. UNION - American Federation of Government Employees, A.F.O.E Local 3854.

T. UNION OFFICIAL - The Union President, elected officials, appointed representatives, and other representatives of the employee organization having authority to act for the Union.

U. WORKING CONDITIONS - A state of physical condition or readiness for use in the accomplishment of a specified task, duty, function, or assignment. It includes, but is not limited to, items such as work areas, heights, temperature, and weather, creature comforts, use of equipment, suitability of tools provided, transportation, and time.

ARTICLE 3

RECOGNITION AND UNIT DESCRIPTION

SECTION 1

The Employer hereby recognizes that the Union is the exclusive representative of all employees in the unit (as defined in Section 2 below). The Union recognizes its responsibility to represent the interest of all such employees without discrimination and without regard to union membership with respect to grievances, personnel policies practices and procedure , or other matters affecting their general working conditions, subject to the express limitations set forth elsewhere in this Agreement.

SECTION 2

This Agreement is applicable to all Nonappropriated Fund employees, employed by Vtarch Air Reserve Base, and serviced by the NAF Human Resources Office, HQ AFRC/SVXH, Robins AFB, GA, excluding all professional employees, management officials, personnel performing Federal personnel work in other than a purely clerical capacity, supervisors and confidential employees.

ARTICLE 4

EMPLOYEE RIGHTS

SECTION 1

Each employee has the right, freely and without fear of penalty or reprisal, to form, and assist a labor organization or to refrain from any such activity, and each employee shall be protected in the exercise of this right. Except as otherwise expressly provided in the Civil Service Reform Act of 1978, the right to assist a labor organization extends to participation in management of the organization and acting for the organization in the capacity of organization representative, including presentation of its views to officials of the Executive Branch, Congress or other appropriate authority. The Employer shall take the action required to assure that employees in the unit are apprised of their rights under this section and that no interference, restraint, coercion, or discrimination is practiced within the unit to encourage or discourage membership in the labor organization.

SECTION 2

Section 1 of this Article does not authorize participation in management of a labor organization or action as a representative of such an organization by a supervisor, or by an employee when the participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of the employee.

SECTION 3

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

ARTICLE 5

EMPLOYER RIGHTS

SECTION 1

Nothing in this Agreement shall affect the authority of any management official of the Activity -

1. to determine the mission, budget, organization, number of employees, and internal security practices of the Activity; and
2. in accordance with applicable laws:
 - a. to hire, assign, direct, layoff and retain employees in the Activity, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees:
 - b. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Activity operations shall be conducted:
 - c. with respect to filling positions, to make selections for appointments from -
 - (1.) among properly qualified and certified candidates for promotions; or
 - (2.) any other appropriate source, and
 - (3.) to take whatever actions may be necessary to carry out the agency mission during emergencies.

SECTION 2.

Nothing in the Agreement shall preclude the Activity and the Union from negotiating --

1. at the election of the Activity, on the numbers, types, and grade of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
2. procedures which management officials of the activity will observe in exercising any authority under this Article; or
3. appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

ARTICLE 6

LABOR-MANAGEMENT COOPERATION

SECTION 1

The Employer will furnish the Union a list of the names, position titles, and duty organizations of all unit employees NLT 15 October of each year.

SECTION 2

NLT the 5th of each month, the Union will be given a list of the names, position titles, and grade and duty organizations of all unit employees appointed and separated during the preceding month.

SECTION 3

The Parties agree that the Union is the exclusive representative of the employees in the unit, and is responsible for representing the interests of all employees in the unit without discrimination and without regard to labor organization membership.

SECTION 4

The Employer agrees to grant the Union an opportunity to be represented at:

1. a formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practice of other general condition of employment; or
2. any examination of an employee in the unit by a representative of the agency in connection with an investigation if:
 - a. the employee reasonably believes that the examination may result in disciplinary action against the employee; and
 - b. the employee requests representation.

SECTION 5

The rights of the Union under this Article shall not be construed to preclude an employee from-

1. being represented by an attorney or other representative, other than the exclusive representative, or the employee's own choosing in any grievance or appeal action, or
2. exercising grievance or appellate rights established by law, rule, or regulation except in the case of grievance or appeal procedures negotiated under this Agreement.

SECTION 6

The Employer agrees to recognize all Union officials and a maximum of one steward for each 75 employees covered by this Agreement. The Union will take into consideration the number of unit employees in a NAFI when appointing its stewards.

ARTICLE 7

MATTERS OF NEGOTIATION

SECTION 1:

All negotiations will be accomplished in accordance with Chapter 71, Title 5, Executive Order, law, rule or regulation while it is in existence. Examples of matters subject to negotiation will include, but are not limited to the following:

1. Procedures which management officials observe in exercising, my authority, or
2. Appropriate arrangements for employees adversely affected by the exercise of any authority by such management officials.
3. The Union will be granted consultation rights by management with respect to any government wide rule or regulation issued by the agency effecting any substantive change in any condition of employment
4. The Union reserves the right to bargain any change of employment which is allowable by law.

SECTION 2

In the case of the Employer to furnish the Union, or its authorized representative, upon request and, to the extent not prohibited by law, data which:

1. is normally maintained by the Employer in the regular course of business;
2. is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining and
3. does not constitute guidance, advise, counsel, or training provided for management officials or supervisors, relating to collective bargaining.

SECTION 3

The Employer agrees to consult with the Union prior to implementing changes which affect conditions of employment that are not specifically covered by the agreement and are not in conflict with this agreement.

1. The Parties will give the appointed representative a receipted written notification of any proposed changes which affect working conditions of bargaining unit employees, as described in Section 1 of the Article, a minimum of fifteen (15) workdays prior to the proposed implementation.
2. If either party wishes to negotiate concerning any matter(s) which affect the working conditions, personnel policies, practices, and/or procedures which impact employees, the Parties will submit a written notice to negotiate within five (5) workdays of the date of notification, and will meet within this five (5) workday period for clarification, if needed.
3. The Parties will meet within five (5) workdays of the notice to negotiate. The Parties agree that any proposals or counter-proposals submitted in the context of impact and implementation bargaining will be related to the proposed change(s). If no agreement is reached the parties will meet again within five (5) days to attempt to resolve any remaining issues.
4. Reasonable extensions of time under this Article will be made for good cause shown, such as delays in receipt of necessary and relevant information. However, this shall not impede the Employer in the exercise of its management rights.
5. If agreement is reached to execute the request of any Party to the negotiation, a written document embodying the agreed term, and to take the steps necessary to complete such agreement.

ARTICLE 5
GENERAL PROVISIONS

SECTION 1

USE OF PRIVATE VEHICLES: Travel to work sites on base other than assigned duty stations should be accomplished in Government conveyance. Subject to the availability of a government vehicle, employees will not be required to use personal vehicles in the performance of their duties. Individuals using their personal vehicles for their own convenience will do so at their own expense.

SECTION 2

WAGE SURVEYS: The Union shall be notified of the start of wage surveys which are scheduled for the applicable wage areas consistent with information available to the Employer. The Union shall be furnished a copy of new wage schedules applicable to employees in the unit as soon as possible. The Union will have equal participation in the wage survey.

SECTION 3

CONTRIBUTIONS, SOLICITATIONS, AND COLLECTION OF FUNDS: The contribution, solicitation, and collection of funds from employees during working hours within the Base for local and national health and welfare drives shall be limited to those recognized by the President's Committee on Fund Raising within the Federal Service and those approved by the Air Force. The Union agrees to encourage Union members to participate in and contribute to fund drives.

1. Each employee shall have the right to contribute or not to contribute.
2. To assure each employee of his or her rights, on-the-job solicitations shall be governed by the following:
 - a. No employee shall be coerced into collecting funds for any drive.
 - b. Employees shall be given descriptive literature as provided by the organization.
3. Employees shall not be asked for gifts for unidentified purposes or be assigned dollar goals or quotas.
4. Supervisors or other personnel in management positions shall not solicit subordinates a manner that would make the supervisor personally aware of which employees had or had not contributed.

SECTION 4

GROOMING STANDARDS: Except for persons wearing a military uniform, no employee shall be required to adhere to any dress or grooming standards unless it is job or safety related.

SECTION 5

BREAK ROOMS: All employees will be provided a break area with a microwave and refrigerator. The employees have the responsibility of maintaining the area in a clean fashion.

SECTION 6

If an employee was not paid due to an error, either by AFRC/Activity, and requests an emergency check, one will be issued within seven (7) calendar days after pay day.

SECTION 7

During the annual meeting, employees will be reminded that malicious/damaging gossip among employees will not be tolerated.

SECTION 8

EMPLOYEE INDEBTEDNESS

The Employer and the Union agree that employees are responsible for paying their just debts. The Employer agrees that disciplinary action shall not be taken against an employee for debts allegedly due to a private individual or firm if denied by the employee to be a just debt, unless a judgment or a court order has been obtained against the employee through appropriate legal action.

ARTICLE 9

PUBLICITY

SECTION 1.

The Employer agrees to furnish a copy of this Agreement to each *unit* employee and ten (10) copies to the Union. The cost of printing of this Agreement will be borne by the Employer.

SECTION 2.

Representatives of the union may post notices on bulletin boards in areas where civilians are employed subject to the following:

1. Posting will be limited in area to not more than 24x24 inches.
2. Union representatives will coordinate with the individual responsible for maintenance of each bulletin board prior to making changes.
3. Postings will be maintained in a neat and orderly manner.
4. Maintenance of referenced bulletin boards will not be accomplished by union members in a duty status.
5. Location and current listings of personnel responsible for bulletin boards will be furnished to the union local by the Employer and kept current (semi-annually).

ARTICLE 10

PAYROLL DEDUCTION OF DUES

SECTION 1.

Any member of the unit who is a member in good standing of the Union may authorize an allotment of pay for the payment of his/her dues for such membership provided:

1. The employee has voluntarily completed a request for such allotment of his/her pay.
2. He/she regularly receives a normal allotment of pay and such pay is sufficient, after other legal deduction, to cover the full amount of the allotment;
3. Any other current allotment for the payment of dues to an employee organization is canceled.

SECTION 2.

The Union agrees to assume the responsibilities for:

1. Informing and educating its members on the voluntary nature of the system for the allotment of union dues, including the conditions under which the allotment may be revoked;
2. Purchasing and distributing 10 its members copies of the Standard Form 1187;
3. Notifying 452d Mission Support Group Commander through 452 SV in writing of:
 - a. The names and titles of officials authorized to make the necessary certification of Standard Form 1187 in accordance with this article;
 - b. The names, title, and address of the allottee (bank) to whom remittance should be sent;
 - c. Any change in the amount of membership dues. Changes in the amount of dues withheld shall not occur more frequently than once each calendar year;
 - d. The name of any employee who has been expelled or ceases to be a member in good standing in the Union within ten (10) calendar days of the date AFOE Local 3854 is notified of the determination; and
4. Maintaining a supply of the Standard Forms 1188 in the 452nd HRO and provide copies to employees upon request. A copy of each completed SF-1188 received will be forwarded to the Union.

SECTION 3:

The Employer agrees that it is responsible for:

1. Permitting and processing voluntary allotments of dues or revocations thereof in accordance with this article;
2. Withholding dues on a pay period basis, without cost to the Union or the employee;
3. Transmitting, on a pay-period basis, remittance to the allottee designated by the Union;

4. Transmitting a copy of the listing of the names of employees for whom deductions were made and the amount of dues deducted from each employee's pay. If an employee 's pay is insufficient to cover the Union dues , a notation of the reason will be made beside the employee's name (e.g. LWOP)

SECTION 4.

Voluntary revocation will be as follows:

1. An employee can voluntarily revoke his/her allotment for the payment of dues by completing an SF 1188, or equivalent written notice, and submitting it directly to the union office within thirty (30) days of the employee 's anniversary date.
2. Revocation will not become effective until the first full pay period following the anniversary date the employee joined the Union or on each anniversary date thereafter. A request for revocation of dues must be received in union office no later than the close of business on the anniversary date.
3. Upon loss of the exclusive recognition of the union.
4. Termination due to separation, transfer or other personnel action or movement to outside area not covered by the Agreement.
5. Other reasons for non-deductions of dues.

SECTION 5

On termination of a grant of exclusive recognition to the Union, NAFFMB will stop all allotments automatically beginning the first full pay period after the loss of the exclusive recognition. The allotment will also be terminated when the Agreement providing for dues withholding or this Agreement is suspended or terminated by an appropriate authority outside DOD.

ARTICLE 11

USE OF OFFICIAL FACILITIES

On base facilities may be used for Union membership meetings after gular (day shift) working hours. Requests for use and approval will be made to the office responsible for administering the facility.

ARTICLE 12

OFFICIAL TIME

SECTION 1.

An employee who is otherwise in a duty status and an elected or designated official of the Union will be allowed reasonable and necessary official time to perform the following duties:

1. Confer with employees on potential grievances, appeals, and discrimination complaints, if requested by the employee;
2. Consult with supervisors and management officials on matters covered by this agreement;
3. Represent employees in grievances, appeals or discrimination complaints under appropriate laws and regulations;
4. Represent the Union in negotiations provided for in this Agreement and the law; and/or
5. Represent the Union in matters essential to labor-management relations so long as it is mutually agreed to be reasonable, necessary, and in the public interest.

SECTION 2.

The Union agrees to notify the Employer in writing of the names of each of the stewards and to keep the Employer promptly informed in writing of any changes thereto.

SECTION 3

The Union agrees to encourage employees to discuss any problems or complaints with their immediate supervisor, but this will not preclude the presence of a representative at a grievance discussion. In all cases when an employee has requested the presence of a representative on a grievance matter, the representative will first obtain approval to leave their work site from their immediate supervisor. The representative will advise the supervisor as to the reason for leaving; the organization being visited, and the approximate duration of the absence. If the supervisor is unable to approve the representative leaving their work site at the time requested, they will advise the representative as to the reason and when they may expect to be released from the work site. Before leaving their work site, the representative will verify with the employee's supervisor that the employee he/she wants to see is available. Upon arrival at the employee's work site, the representative will contact the supervisor of the work area being visited to inform the supervisor of his/her presence and to identify the employee to be contacted. Representatives will report to their immediate supervisor, in person, as soon as they report back to their work site.

SECTION 4.

It is understood by the Parties to this Agreement that the American Federation of Government Employees (AFGE) provides labor-management training programs for local union representatives. Administrative leave may be granted to attend training that is of mutual concern

to both parties and of such a nature that the Employer's interest will be served by such attendance. The Union must furnish information on the training content and schedule in sufficient detail to permit a determination as to whether administrative leave may be granted. This information and request for administrative leave will be forwarded to the HRO at least two (2) weeks prior to training dates. Official time for training shall not exceed 150 hours during the life of this Agreement.

SECTION 5.

The parties agree that the current system for reporting the amount of official time used by all employees for representational functions will remain in effect. The Union will be provided an opportunity to negotiate on any future changes which affect members of the Unit.

ARTICLE13

POSITION CLASSIFICATION

SECTION 1

Position descriptions/position guides will describe the principal duties and responsibilities of each position. All employees will be furnished a copy of their current position description/position guide.

SECTION2

Any employee who believes that his/her position is improperly classified will first discuss the matter with his/her immediate supervisor. If necessary, a meeting may be arranged for the employee by his/her supervisor with appropriate representatives of the NAF Human Resources Office in an effort to informally resolve the dissatisfaction. The Union will be provided an opportunity to have a representative present during this meeting. If the matter cannot be informally resolved, the employee will be advised of his/her appeal rights.

ARTICLE 14

PROMOTIONS AND PLACEMENT

SECTION 1

The Employer agrees to administer a promotion program designed to ensure **(a)** system, tic means of selection of the best-qualified applicants **(in)** filling vacant positions.

SECTION 2

The program will include a method announcing vacancies and a method for comparative evaluation of candidates based on job-related evaluation criteria which measure the knowledge, skills, abilities, experience, and work performance.

SECTION 3

The Employer will consult with the Union *in* making revisions in its promotion program.

SECTION 4

(1) Non-competitive same grade/same employment category reassignments benefit employees and the Employer by providing flexibility. This procedure allows employees to move into other work areas or positions, for which they are qualified, and for employees to be placed by the Employer into positions where the needs are greatest or meaningful without having to compete for such positions.

(2) Employees desiring to move into other positions at the same grade/band level may contact the Human Resource Office (HRO) of the respective activity covered by this agreement, and complete the appropriate form. Their requests will be retained for ninety (90) calendar days and referred to the appropriate manager/supervisor for consideration and attempted accommodation prior to staffing any vacancy(ies) through the competitive procedures. The Employer may reassign employees at the same grade/band and pay level without having to compete the positions.

SECTION 5

The Employer agrees to route Vacancy Announcements for all positions, for posting on all official bulletin boards for a minimum of seven (7) calendar days.

The Vacancy announcement will contain as a minimum: position title, the activity and department/section in which the vacancy exists, the number of vacancies to be filled, description of the duties of the positions, and general and/or special qualifications.

Employees seeking permanent positions may contact the HRO to find out where vacancies exist and will be provided an opportunity to apply for such in accordance with the procedures contained in Section 4.

SECTION 6

Interested employees will submit an AF2550 for promotional opportunity for posted vacancies. The form must be received by the HRO no later than the closing date of the vacancy announcement. Employees who are going to be absent and desire to be considered for permanent positions when they occur may submit an application to the HRO specifying the positions for which the consideration is desired. The HRO will establish a file by name and position and will automatically include the absent employee as vacancies occur. If an interview is conducted, the applicant must be available for the interview on the day it is scheduled.

SECTION 7

Interviews may or may not be conducted, however, all qualified applicants will be considered.

SECTION 8

A selection factor checklist will be completed for applicants who are interviewed or considered by the selecting official. Weights will be predetermined for each factor based on its importance to the types of duties of the position. All factors will be rated in the selection factor checklist and totaled. Relevant notes may be included in the remarks section. The applicant with the highest rating will be selected.

SECTION 9

The Human Resource Office (HRO) will notify applicants of their selection or non-selection. Promotions will normally be effective on the first day of the next pay period.

SECTION 10

There will be no pre-selection of any applicant for any posted vacancy, prior to the completion of interviews and review of all information. No selection will be made prior to the end of the posting period.

SECTION 11

Grievances regarding procedural errors of selections will be processed in accordance with Article 38 (Grievance Procedures) for non-disciplinary actions. The selecting officials will serve as the supervisor in the 1st steps of the procedures.

SECTION 12

An employee's accumulation of annual leave will not be a factor in being rated for promotions.

ARTICLE 15

CHANGE OF EMPLOYMENT CATEGORY

All employees who have been in a flexible category for one (1) year after appointment and continually to work regular hours will be placed in a regular employment category. If AF Policy provides an earlier conversion, this takes precedence over the contract provision. If an employee wishes to stay in a flexible position, a written statement to that effect will be provided to the immediate supervisor from the employee.

ARTICLE 16

PERFORMANCE APPRAISALS

All employees with at least 90 days of employment, whether regular or flexible, by 30 September will receive a performance appraisal and the elements of the appraisal will be discussed with the employee no later than 20 October. During the month of March, employees will have a performance review with their immediate supervisor and a remark will be annotated on the AF-971 that the review was completed.

If an employee receives a total score below 15 on the performance evaluation, he/she will be placed on a performance improvement plan (PIP) for a minimum of 30 days, depending on the technical skills of the position. During the initial discussion of the PIP, a meeting time and date will be established for once a week feedback discussion with the employee. After each discussion period, a written review will be given to the employee and a copy placed in the AF-971. When the PIP time period has ended, a performance evaluation will be accomplished. If there is no improvement in the employee's performance, the employee may be reassigned, changed to a lower grade, removed/terminated.

ARTICLE 17

EQUAL OPPORTUNITY EMPLOYMENT

SECTION 1

The Employer and the Union strongly indorse the principles and objectives of the Equal Employment Opportunity Program as set forth within law and regulation. It is the policy of the Employer to extend equal employment opportunities to all unit employees and applicants in all aspects of employment without regard to race, age, color, religion, sex, national origin, physical handicap, marital status or lawful political or group affiliation.

SECTION 2.

The Employer and the Union will jointly seek solution to equal employment opportunity problems through personnel management procedures and programs provided for in this Agreement.

SECTION 3.

The unit is authorized a representative on the March ARB EEO Committee.

ARTUCLE 18

DISCIPLINARY ACTIONS

SECTION 1

This Article sets forth the procedure by which the Employer shall impose discipline upon employees in the bargaining unit. Discipline is the responsibility and right of the Employer. It is agreed that such actions shall be based on just cause.

SECTION 2

Disciplinary actions may include oral admonishment, written reprimands, change to lower grade, suspensions, or reassignment and removal for the actions described below:

1. Oral Admonishment. An interview between a supervisor and employee to discuss the offense committed and corrective action expected. No formal procedure is required to affect this type of action. The supervisor makes a temporary record of the admonishment on the employee's AF Form 971, Supervisor's Record of Employee.
2. Reprimand. Written communication from supervisor to employee identifying significant misconduct.
3. Change to lower grade: This action places the employee in a lower grade for cause
4. Reassignment: This action places the employee in another position within the organization without changing the employment category.
5. Suspension: This action places the regular employee involuntarily in a nonpay nonduty status.
6. Removal/Termination: Separation for cause.
7. Supervisors will annotate all adverse actions on AF 971.

SECTION 3.

Disciplinary action is intended to be rehabilitative in nature and must be for good cause fair and timely. Reprimands, suspensions and removals must be in writing to the employee.

1. Written notices of proposals or replies and notices of final decisions will be in accordance with the current AFMAN 34-310.

2. The union reserves the right to negotiate changes in AFMAN 34-310 that affect the provisions of this article.

3. A regular employee who has completed his or her probationary period, will not be terminated for unsatisfactory work performance unless the employee has been issued a letter of caution and requirement and given sixty (60) days to improve his or her performance.

4. Employees are required to acknowledge all disciplinary actions.

ARTICLE 19

NEGOTIATED GRIEVANCE PROCEDURE

SECTION 1. PURPOSE

The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances. This Article shall be the exclusive procedure available to the Union, the employees, and the Employer for resolving grievances except as provided in Sections 3 and 4 of this Article.

SECTION 2. SCOPE

A grievance is defined as a complaint:

1. by an employee concerning any matter relating to the employment of that employee;
2. by the Union concerning any matter relating to the employment of an employee; or
3. by an employee, the Employer, or the Union concerning:
 - a. the effect, or interpretation, or claim of breach of this collective bargaining agreement; or
 - b. a claimed violation, misinterpretation or misapplication of any law, rule or regulation affecting conditions of employment

SECTION 3: EXCLUSIONS

The Parties agree that the following actions are exempt from coverage of the negotiated grievance and arbitration procedures of this agreement.

1. Any claimed violation of subchapter III Chapter 73 of Title 5 U.S. Code (relating to prohibited political practices).
2. Retirement, life insurance, or health insurance.
3. Any suspension or removal under Section 7532 of Title 5 U.S. Code.
4. Any examination, certification, or appointment.
5. The classification of any position which does not result in the reduction in grade or pay of an employee.
6. The separation of any probationary employee except as provided by law.
7. A valid nonselection for promotion from a group of properly certified candidates.
8. Any notice of proposed disciplinary or adverse action.

9. Separation actions for employees serving in a time limited appointment (Temporary employees) or during a probationary period; however, this action does not prohibit these employees from utilizing this procedure for grievances other than separation except as provided by law.

10. Actions or decisions taken under the Personnel Security Program.

SECTION 4. APPEAL AND GRIEVANCE OPTIONS

An employee affected by an adverse action covered in this Agreement may, at the employee's option, raise the matter under the appellate procedure or this grievance procedure, but not both. An employee shall be deemed to have exercised his or her option under this section at such time as employee timely files a notice of appeal under the applicable appellate procedures or timely files a grievance in writing in accordance-with Section 9, whichever option the employee first exercises.

SECTION 5. DISPUTES OF GRIEVABILITY/ARBITRABILITY

Should the Parties not agree as to whether a grievance concerns a matter subject to this grievance and arbitration procedure, the responding party agrees to furnish the aggrieved party a final written decision concerning the non-grievability/ non-arbitrability of the grievance. Such a decision will be furnished within the time limits required for the decision in Section 10, Step 3. All disputes of grievability/arbitrability shall be referred to an arbitrator as a threshold issue on the grievance. If the arbitrator determines the grievance is arbitral, the arbitrator will rule on the merits of the grievance.

SECTION 6. EXTENSION OF TIME LIMITS

The time limits of this Article may be extended upon mutual consent of the parties concerned. Reasonable requests for extension will be submitted and approved in writing. Such requests will not be unreasonably denied. Failure of the grievant to meet any of the time requirements of this Article will result in denial of the grievance

SECTION 7. PROTECTION FROM REPRISAL

The Employer and the Union agree that every effort will be made by management and the aggrieved to settle grievances informally at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing or desirability to the organization. A reasonable amount of official time during working hours will be allowed for employee representatives to discuss, prepare for, and present grievances

SECTION 8. GRIEVANCE FORMAT

At a minimum, any employee grievance filed under this procedure will include

1. Name of grievant and activity;
2. Basis for the complaint;
3. Personal remedy sought; and
4. Name of representative, if applicable

Additional information may be requested by the employer.

SECTION 9. GRIEVANCES INVOLVING DISCIPLINARY/ADVERSE ACTIONS

Step 1 A complaint which involves a disciplinary/adverse action, for which a written notice with a right to reply has been issued, shall be made in writing to the Commander, 452d Mission Support Group. This written grievance must be forwarded by the employee or the employee's representative within five (5) working days following the effective date of the action. The Commander will issue his/her final decision in writing within ten (10) working days after receipt of the complaint.

Step 2 If the matter is not satisfactorily settled at Step 1 of this Section, the Union may refer the matter to arbitration as specified in Article 20, Arbitration.

SECTION 10. GRIEVANCE PROCEDURE

Step 1 Any grievance except as provided for in Section 9 shall first be submitted in writing by the concerned employee or representative to the first-level supervisor in an attempt to settle the matter. The grievance must be presented within fifteen (15) work days of the act or incident or from the date on which the employee or Union became aware of the matter, whichever event occurs first. The supervisor will render his/her decision in writing within ten (10) working days after presentation of the grievance. The Union representative may be present if the employee so desires.

When the complaint concerns relationships with or action taken by a supervisor, the grievance may be presented to the next level supervisor. However, if an employee presents a grievance directly to the Employer for adjustment consistent with the terms of this Agreement, the employee shall be provided an opportunity to have an observer present.

Step 2 Should the employee be dissatisfied with the decision rendered at Step 1, the employee and/or the representative, if any, may submit the written grievance, which may include supporting information, to the second-level supervisor within ten (10) working days. Within ten (10) working days, the second-level supervisor will provide a written decision to the grievant with a copy to the representative, if one is appointed.

Step 3 If the grievance is not settled at Step 2, the grievant and/or the representative may, within ten (10) working days after receipt of the decision in Step 2, forward the grievance to the Commander, 452d Mission Support Group for further consideration. The Commander will review the grievance and provide a written answer within ten (10) working days after receipt of the grievance, with a copy to the representative, if one is appointed. In the event the grievance is not settled at this Step, the Union may invoke arbitration in accordance with Article 20

SECTION 11. UNION AND EMPLOYER GRIEVANCES

1. Grievances by the Union concerning any matter relating to the employment of an employee, the effect, or interpretation, or a claim of breach of any provision of this Agreement, or a claimed violation of a law, rule, or regulation which affects conditions of employment for employees, may be submitted by the Local President within ten (10) working days after the Union becomes aware of the grievance to the Commander, 452d Mission Support Group. The Commander and the Local President will meet within ten (10) working days after receipt of the grievance. The Commander shall provide the Local President his written answer within ten (10) working days after the meeting. If the grievance is not settled by this method, the Union may refer the matter to arbitration as specified in Article 20, Arbitration.

2. Grievances by the Employer concerning the effect, or interpretation, or a claim of breach of any provision of this Agreement; or a claimed violation of a law, rule, or regulation which affects conditions of employment for bargaining unit employees may be submitted by the Commander, 452d Mission Support Group, within ten (10) working days after the Commander becomes aware of the grievance to the Local President by mailing a copy, certified mail return receipt requested, to the Union's last known mailing address. The Local President and the Commander will meet within ten (10) working days after receipt of the grievance. The Local President shall give the Commander his written answer within ten (10) working days after the meeting. If the grievance is not settled by this method, the employer may refer the matter to arbitration as specified in Article 20. Arbitration.

ARTICLE 20

ARBITRATION

SECTION 1

If the parties fail to settle a grievance processed under the grievance procedure in Article 19 of this Agreement, then such grievance may, upon written request by the party desiring arbitration, be referred to arbitration. Such written request must be submitted not later than fifteen (15) calendar days after receipt of the decision obtained in the final step of the grievance procedure.

SECTION 2

Within ten (10) calendar days after receipt of the notice of intent to arbitrate, the Parties shall meet to agree on the selection of an arbitrator. If agreement cannot be reached on an arbitrator, either party may request the Federal Mediation and Conciliation Service to provide a list of five (5) impartial persons qualified to act as arbitrators. The Parties shall meet within ten (10) calendar days after the receipt of such list to select the arbitrator. If they cannot mutually agree on one of the listed arbitrators, the Employer and the Union shall alternatively each strike one name from the list. The remaining name shall be the duly selected arbitrator.

SECTION 3

It is recognized by the Parties that in resolving the issue to be decided by arbitration, it may be necessary for the arbitrator to interpret appropriate policies, regulations, and directives. In making such interpretation, the arbitrator shall accord the interpretation of the authority assuming such policies, regulations, or directives paramount weight and importance.

SECTION 4.

The arbitrator shall be instructed to render a decision limited to the specific issue presented by a joint submission of the Parties or, if the Parties are unable to reach agreement on a joint submission, on the issue which the arbitrator determines will be heard. The arbitrator shall not change, modify, alter, delete, or add to the provisions of this Agreement or supplements thereto.

SECTION 5.

All costs incidental to arbitration, including but not limited to the fees and expenses of the arbitrator, shall be borne by the losing party. In cases of a split decision the arbitrator will assign percentages of responsibility that will translate to percentages to be paid by each of the parties to cover the costs stated above.

SECTION 6.

The arbitration hearing shall be held during the regular day shift hours of the basic workweek on the Employer's premises. Obtaining necessary witnesses who are neither civilian employees of the Employer nor military personnel assigned to March ARB shall be the responsibility of the party calling such persons and shall be at the expense of that party. Those necessary witnesses who are either civilian employees of the Employer or military personnel assigned to March ARB, and who are reasonably available, will be obtained by the Employer.

SECTION 7

The arbitrator will be requested to render a decision as quickly as possible, but not later than thirty (30) calendar days after the conclusion of a hearing.

SECTION 8.

The arbitrator's award shall be binding on both Parties. However, either party may file exceptions to the award with the Federal Labor Relations Authority, under regulations prescribed by the Authority.

ARTICLE 21

LEAVE

SECTION 1

Annual leave:

1. Employees shall earn and be granted annual leave in accordance with applicable rules and regulations. The Employer agrees to maintain a liberal leave policy and to grant annual leave to employees for the purpose of vacation and personal and emergency reasons consistent with work requirements. Employees are encouraged to schedule annual leave in advance which will minimize work interruption by large numbers of employees taking leave at the same time. It shall be further understood that every reasonable attempt to satisfy the desire of the employees with respect to approving annual and bona fide emergency leave will be made.
2. When the Employer finds it necessary to cancel previously approved annual leave, the employee will be notified in writing at least sixty (60) days in advance of the beginning date of the requested leave or in case of emergency when the emergency is first realized. Denial of use of annual leave will be based upon factors which are reasonable, equitable, and which do not discriminate against any employee or group of employees.
3. The first level supervisor shall be responsible for scheduling and granting annual leave on an equitable basis with due regard for the needs of the Employer and the welfare of the employee. The granting of annual leave, when requested by the employee, shall not be restricted to the extent that such employee forfeits excess leave because of the restriction or accumulation of annual leave.
4. Annual leave, for vacation purposes, will be scheduled by 31 January for the entire leave year. At least two (2) weeks leave will be granted for this purpose, if requested, and the employee will accrue sufficient leave to cover the period. When conflict in scheduling leave occurs, the supervisor will confer with employees concerned to obtain mutual agreement to resolve the conflict. If this step fails, in the absence of personal hardship, the person within the job level in the organizational element concerned who has the greatest seniority in respect to service computation for leave date will be given first choice of desired time. Subsequent choices will be based on the same criterion. For employees involuntarily placed in a work element after the vacation schedule has been established, the supervisor will follow the above steps to settle scheduling conflicts. If the employee voluntarily moves to a new work element, seniority for scheduling use of leave will not come in to effect until the beginning of the next leave year. Once an employee has made his/her selection, he/she shall not be permitted to change his/her selection when such change will disturb the choice of another employee or hamper the mission of the organization.
5. Where unforeseen emergencies arise requiring the use of annual leave not previously approved, approval of the use of annual leave may not be presumed by the employee. The

employee must contact his/her supervisor or the supervisor's designated representative, either personally or by phone, at the start of the workday if possible, but not later than two (2) hours after the work shift begins, and request approval of the use of annual leave.

6. If for any reason the Employer schedules or effects a temporary shutdown of activities, every effort will be made to provide work for any employee not having annual leave to his/her. If work cannot be provided, eligible employees will be advanced, upon request, the maximum amount of annual leave authorized under applicable regulations.

SECTION 2

Flexible employees time off procedures

1. Although flexible employees do not earn annual leave they will be permitted to schedule time off according to the same procedures in Section I above.
2. When scheduling time off conflicts arise between two flexible employees the supervisor will confer with employees concerned to obtain mutual agreement to resolve the conflict. If this step fails the senior employee within the NAFI will have preference.
3. Where unforeseen emergencies arise the employee must contact his/her supervisor or the supervisor's designated representative, either personally or by phone, at the start of the workday if possible, but not later than two (2) hours after the work shift begins.

SECTION 3

SICK LEAVE

1. Employees shall earn and be granted sick leave in accordance with applicable statutes and regulations.
2. Sick leave, if due and accrued, is grantable to employees when they are incapacitated for the performance of their duties, provided: The employee must contact his/her supervisor or the supervisor's designated representative, either personally or by phone, at the start of the work shift if possible, but not later than two (2) hours after the work shift begins, and request approval of the use of sick leave. Failure to obtain the necessary approval to give the notice required by this article may result in the employee's absence being charged to absence without leave. When any absence due to illness extends from one workweek to another, the employee shall notify his/her supervisor of the approximate duration of the illness or injury.
3. Sick leave, as necessary is grantable to the extent due and accrued for medical, dental: or optical examination or treatment. Employees are responsible to inform supervisors as soon as possible and will make every effort to apply in advance for the minimum amount of leave for these purposes. Although the use of sick leave for such purposes is subject to the approval of the immediate supervisor every effort will be made to approve sick leave for these purposes.

4. Sick leave may be used in accordance with the Family Friendly Leave Act, for purposes of caring for a spouse, child, or other family member having an illness, injury, or other condition which, if the employee had the same condition would result in the use of sick leave. This law also provides for attendance and/or making arrangement for the funeral of a family member. Sick leave may be used by an employee for the purposes described above only to the extent the amount used does not exceed 40 hours in any one year. An additional 64 hours may be taken as long as the amount of sick leave to the employee's credit does not fall below 80 hours balance. As is true with the use of sick leave for employee illness, use of Family Friendly sick leave is subject to supervisory approval and proof of illness if the sick leave requires more than 3 days of absence. Employees who work on a part time basis or an uncommon tour of duty are covered under a separate rule for computing the number of hours allowable. When this occurs, contact the servicing NAF Human Resources Office for guidance.

5. The Employer agrees that a doctor's certificate will not normally be required for periods of absence on sick leave of three days or less. The employee's initials on his/her time card, SF71, or equivalent will generally constitute the personal certification of the employee as to his/her incapacity for duty.

6. Sick leave in excess of three working days should be supported by a doctor's certificate. In certain instances, it may be unreasonable to require such a certificate. In such cases, a signed statement by the employee stating the incapacity and the reasons why a certificate was not obtained may be accepted in lieu of a certificate. The certificate or other evidence of incapacity must be submitted to the employee's supervisor within one week after return to duty.

7. In individual cases of suspected abuse of sick leave, wherein the supervisor has good and sufficient justification for suspecting such abuse, management may either request a medical certificate, or may advise the Employee, in writing, of the reasons a medical certificate may be required for each subsequent sick leave absence.

8. Employees shall not be placed on sick leave without their consent when they are ready, willing, and able to work.

9. Sick leave will be advanced IAW Air Force regulations, only in clearly established cases of serious disabilities or ailments and may never exceed thirty (30) days. When required by the exigencies of the situation, and when:

- a. The employee has submitted a request in writing to his/her supervisor. This request shall be accompanied by a support doctor's certificate.
- b. The employee has exhausted all the available sick leave which he/she has to his/her credit.
- c. The employee has used all annual leave he/she may otherwise be required to forfeit.
- d. There is a reasonable assume that the employee will return to duty.

NOTE: Supervisors may consider prior sick leave history. However, the prior use of sick leave does not necessarily constitute an abuse of sick leave.

10. The employer shall attempt to provide assignments of light duty for periods of less than thirty (30) days for employees unable to physically perform the duties of their regular position. Such consideration will be given when supported by a medical doctor's written recommendation.

SECTION 4

Maternity

1. The Parties agree that leave requests for maternity reasons will be handled in the same manner as any other absence due to illness or incapacitation. In the event the employee does not have sufficient sick leave accrued, she may request advanced sick leave, IAW Section 3 subsection 9 above, annual leave and/or leave without pay .

2. The employee will be responsible for reporting pregnancy to her supervisor as soon as it is known so that the Employer can take steps to protect the employee's health or modify her working conditions and make necessary staff adjustments. The Employer and Union agree when there is doubt of the employee's ability to continue to perform the duties of her position safely, the employee will be requested by the Employer to furnish a medical certificate from her physician authorizing continued work and the employee should take whatever precautionary measures appear necessary.

4. If it is decided by the employee to resign in lieu of requesting leave for maternity reasons, she will be advised by the immediate supervisor that, if requested, she will be permitted to exhaust her sick leave accrued before her resignation becomes effective with management's approval.

SECTION 5

Administrative leave

Excused absence is an administratively authorized absence from duty without loss of pay or charge to leave. The leave approving supervisor may excuse employees for periods and the reasons specified in AFM 34.310 to include:

1. Emergency rescue or protective work.
2. Absence for brief periods or tardiness (1 hour).
3. Absence for voting or registration.
4. Blood donations.
5. Taking work related examinations
6. Consultation with operating officials, NAF Human Resources Office, Union officials/stewards, and federal employment interviews for DOD announced vacancies.
7. Medical examinations for Federal Service.
8. Attending work related meetings and conferences.
9. Holiday observances:

10. Legal holidays;
11. Religious observances; and
12. State and local holidays.
13. Military funerals.
14. Absences in connection with civilian travel:
15. Permanent duty travel
16. Temporary duty travel
17. Absence resulting from hostile action abroad.

ARTICLE 22

OVERTIME WORK

SECTION 1

It is agreed and understood that the assignment of overtime is a function of management. Supervisors are expected to assign overtime in such a way as to accomplish it as efficiently and expeditiously as possible.

SECTION 2

Overtime will be compensated at rates in accordance with appropriate regulations. Overtime assignments will be distributed and rotated equitably among qualified employees in accordance with their particular skills and the mission requirement of the Employer. It is understood that when special skills are required, employees possessing such skills will receive first consideration for the overtime work involved.

SECTION 3

The Employer will, upon request, relieve an employee from an overtime assignment if there is another qualified employee available for and willing to work the assignment. An employee so excused will be considered as having worked for the purpose of equitable distribution of overtime.

SECTION 4

Any regularly-scheduled employee who is called back to work and reports to work shall receive a minimum of two (2) hours pay including any shift differential and/or additional pay to which he/she is entitled.

SECTION 5

The Employer will make an effort to give employees as much notice as possible when overtime is required.

SECTION 6

Every two (2) hours of overtime worked, the employees will be allowed a fifteen (15) minute break.

ARTICLE 23
HOURS OF WORK

SECTION 1

The parties agree that the following provisions will apply to employees:

The administrative workweek shall be seven consecutive days beginning at 0001, Sunday and ending at 2400 the following Saturday. The basic workweek of regular employees will normally be divided into five (5) days, except for those positions which have been previously determined to require a basic workweek of six (6) days. The Union will be provided an opportunity to negotiate on impact and implementation of any future changes in the basic workweek.

1. Work schedules for regular employees will be posted and normally remain in effect for at least fourteen (14) days. Changes to work schedules will normally be posted five (5) work days in advance.

a. In circumstances where a 5 day notice is not possible, management will use call in procedures and avoid scheduling changes of days off unless at employee's request.

2. RESPONSIBILITY

a. Employees are responsible to notify supervisor of changes in address, or telephone numbers.

b. Supervisors are responsible to ensure employees are notified of scheduling changes. Employees are responsible to notify supervisor of changes in address, or telephone number.

3. Lunch periods of more than one (1) hour shall not be scheduled in any basic work

4. Reasonable time, normally not to exceed ten minutes, will be permitted prior to lunch and the end of shifts for cleaning the immediate work area, returning tools to the tool room, and securing machinery.

SECTION 2

1. The Employer agrees to permit rest periods, normally not to exceed 15 minutes, approximately halfway through the first and last half of each eight-hour shift. A rest period may not be a continuation of the lunch period or at the beginning or ending of the shift.

2. In circumstances where a break at the designated time is not feasible, a later break will be allowed.

ARTICLE 24
HEALTH AND SAFETY

SECTION 1

The Employer agrees to make reasonable efforts to comply with applicable Federal regulations relating to the safety and health of its employees. All employees are responsible for prompt reporting of observed unsafe conditions to their immediate supervisor in writing, which will be responded to within fourteen (14) days after the notification.

SECTION 2

The Employer agrees to maintain a record of all reported accidents and provide a copy to the Union of the mishap report within ten (10) days of the reported injury.

SECTION 3

The Employer hereby agrees to provide emergency diagnosis and treatment of injuries and/or illnesses during working hours.

SECTION 4

No employee, who performs the duties of a position that requires safety clothing and/or equipment, will be allowed to perform the duties of that position without the required and issued safety clothing or equipment, to include safety shoes, gloves, and safety glasses when deemed necessary by the Supervisor.

SECTION 5

The Employer will insure that employees, when required, have been properly oriented on the use of equipment or machinery.

ARTICLE 25

UNIFORMS

SECTION 1

The Employer will determine and provide any required uniforms to be used by employees. Those employee uniforms currently covered by laundry contracts will continue to be maintained by the Employer. Other employees will normally assume responsibility for the laundry of their own uniforms. No employee, who performs the duties of a position that requires a uniform, will be allowed to perform the duties of that position without wearing the uniform. All uniforms will be returned when he/she is no longer an employee of March ARB, CA.

SECTION 2

Uniform committees from each of the NAFI activities will meet annually in February to discuss and reach consensus on uniform styles and colors. These committees will be comprised of one management official and one employee from each department from within that activity. Additionally a representative from the Union and the general manager of that activity will serve as co-chairs of these committees.

SECTION 3

Work centers that require employees to work outdoors will supply outerwear and raingear that will be signed for by the employee. These items will be the employees responsibility to maintain and clean. All outerwear and raingear issued is the employers property, these items will remain at the work center and/or in the employee' s locker at the end of shift and returned to the employer upon release from that work center.

SECTION 4

Individual safety equipment as outlined in Article 24 Section 4 will be considered personal. These items will also be maintained and cleaned by the employee but are not required to be returned upon release from the work center. Repeated losses of personal equipment can result in disciplinary action.

ARTICLE 26

EMPLOYEE ASSISTANCE AND COUNSELING

SECTION 1

The parties agree that specific personal behavior problems may have an effect on an employee's performance and may require specialty referral for identity and treatment. Union and management agree to provide counseling/referral assistance to those employees confronted with one or more such problems.

SECTION 2

Information on the program will be included in new employee orientation and will be made available to all employees upon request.

SECTION 3

Parties will inform employees of Union-Management recognition and concern for employee's welfare at the October employee information meeting.

SECTION 4

When there are increasing incidents of deteriorating work performance, unexcused absences, or tardiness, and/or unacceptable conduct on the part of the employee, the supervisor may use the following procedures as a guide. However, as a guide it is not intended to preclude the Employer's judgment in taking appropriate administrative action in correct problem behavior.

1. Talk to employee in private
2. Discuss the job and the standards of performance and conduct.
3. Explain the unacceptable conduct or performance.
4. Tell the employee what must be done to improve, set a reasonable time limit for improvement, and offer personal help.
5. Explain that the employee should resolve any personal problem, i.e., marital, family, financial, legal, and spiritual or alcohol abuse, which may be causing the problem.
6. Document the discussion with the employee and provide employee with a copy of the discussion documentation. Employee representation will be in accordance with the law, i.e., union or personal representative.

SECTION 5.

If the performance, conduct, or attendance of the employee has not improved after the time for improvement has expired, the supervisor may use the following procedures as a guide. However, as a guide it is not intended to preclude the Employer's judgment in taking appropriate administrative action to correct problem behavior.

1. If the supervisor has good reason to believe the cause of the problem is not alcohol related, he should recommend that the employee seek appropriate help, such as financial, marital, legal or spiritual counseling.
2. If the supervisor does not know the cause or has reason to suspect alcohol abuse, he or she refers the employee to the Human Resources Office for appropriate referral. Union representatives will encourage employees to seek counseling.

SECTION 6.

Any employee who participates in this program in connection with alcohol abuse will be entitled to the rights and benefits provided other employees who are sick, in addition to specific services and assistance that this program provides.

SECTION 7.

Employees must pay for the cost of treating alcohol problems as with any other health problem. Sick leave or other appropriate leave is granted for alcohol related medical examination and treatment. The first referral for counseling will be on duty time. Employees will be required to support this absence with proper documentation.

ARTICLE 27

CONTRACTING OUT

SECTION 1

The Employer shall notify the Union prior to contracting out any which will adversely affect any unit employee. Additionally, the Employer will notify the Union in advance of the time and place of bid opening.

SECTION 2.

When the Employer determines that work will be contracted out, the Employer will negotiate with the Union concerning the impact on employees.

ARTICLE 28

DURATION OF AGREEMENT

SECTION 1

This Agreement will remain in full force and effect for three (3) years from the date of DOD Approval or on the thirty-first day after execution if it has been neither approved nor disapproved by them. If they do not approve or disapprove the Agreement within the thirty (30) period, the Agreement shall be binding on the Agency and the Union. However, either party may give written notice to the other not more than ninety (90) nor less than thirty (30) days prior to the eighteenth month after the date of approval of its intention to reopen and amend or modify this Agreement, not to exceed six separate articles by either party.

SECTION 2.

Either party may give written notice to the other, not more than 120 nor less than 30 days prior to the three (3) year expiration date, for the purpose of renegotiating this Agreement.

SECTION 3.

If neither party serves notice to renegotiate this Agreement, the Agreement shall be automatically renewed for a three (3) year period, subject to the other provisions of this Article.

SECTION 4.

It is further agreed that the above does not preclude the parties from meeting at reasonable times and convenient places as frequently as may be necessary to negotiate in good faith efforts and reach agreement with respect to changes in conditions of employment, laws, regulations, personnel policies and practices during. Memorandums of Understanding (MOU) and Memorandums of Agreement (M.OA) that are the result of these negotiations will remain in effect during the life of this agreement.

Signed on this 31st day of December 2003 at March Air Reserve Base, California.

NEGOTIATING TEAMS

FOR THE EMPLOYER:

FOR THE UNION:

Commander, 452 Air Mobility Wing

President, AFGE Local 3854

Chief, Negotiator

Negotiator

Approved by the Department of Defense on 23 January 2004.