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PREAMBLE

This AGREEMENT is made and entered into pursuant to the exclusive recognition granted Local 3240, American Federation of Government Employees, AFL-CIO, hereinafter referred to as the Union, and Non-appropriated Fund Instrumentality's, Tyndall Air Force Base, Florida, hereinafter referred to as the Employer, in accordance with Title VII – Federal Service Labor – Management Relations of Public Law 95-454.

WITNESSETH

WHEREAS the public interest requires high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency; and

WHEREAS the well-being of employees and efficient administration of the Government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment; and

WHEREAS the participation of employees should be improved through the maintenance of constructive and cooperative relationships between the Union and the Employer; and

WHEREAS subject to law and the paramount requirements of public service, effective labor-management relations within the Federal service require a clear statement of the respective rights and obligations of the Union and the Employer:

Now, therefore, in consideration of the mutual covenants herein set forth, the parties hereto intending to be bound by its terms, hereby agree as follows:

ARTICLE 1

RECOGNITION AND UNIT DESIGNATION

Section 1. The employer hereby recognizes that the Union is the exclusive representative for all employees in the Unit defined in Section 2 of this Article.

Section 2. The Unit to which this Agreement shall apply includes all regular and flexible schedule employees, including off-duty military personnel in any of the foregoing categories, employed by the Non-appropriated Fund Activities, Tyndall AFB, FL.

Section 3. Excluded from the exclusive Unit of recognition are professional employees, employees engaged in Federal personnel work in other than a purely clerical capacity, management officials and supervisors. Non-appropriated Fund employees of the Army and Air Force Exchange Service and Motion Picture Service are also excluded.

ARTICLE 2

OBLIGATION TO NEGOTIATE

Section 1. The Employer and the Union shall meet at reasonable times and confer and negotiate in good faith with respect to personnel policies and practices and matters affecting conditions of employment so far as may be appropriate under applicable laws and regulations, including policies set forth in; published agency policies, regulations for which a compelling need exists under criteria established by the Federal Labor Relations Authority.

Section 2. The Employer and the Union agree to meet and negotiate with respect to mid- contract changes in established personnel policies and practices and matters affecting working conditions prior to implementation of such changes and when developing new written directives which contain matters which are appropriate for negotiations.

Section 3. It is further agreed that this Agreement does not alter the responsibility of either party to meet with the other party to advise and discuss and to conscientiously seek mutually satisfactory solutions to appropriate matters not covered by this Agreement which are not appropriate for negotiation.

ARTICLE 3

OBLIGATION OF EMPLOYER

Section 1. The Employer shall maintain the personnel practices consistent with all mission requirements. To this end all instructions and regulations, authorized supplements and provisions of this Agreement will be applied fairly and equitably to all employees in the Unit.

Section 2. The Employer will notify the Union President or designee as soon as possible regarding the nature and expected duration of emergencies when such emergencies involve temporary suspension of or exception to the provisions of this Agreement.

Section 3. The Employer agrees to administer discipline on a consistent, timely, fair and equitable basis.

Section 4. The only Official Personnel Folder for each employee will be maintained in the HRO.

Section 5. The Employer agrees when reviewing or investigating grievances, or problems encountered, to make every reasonable effort to ascertain, document and present the facts relating to the situation in order to facilitate appropriate and timely resolution or action.

Section 6. A copy of this Agreement and any official amendments thereto shall be provided by the Employer to Unit employees. The Union will be provided with 50 copies of the Agreement for their use.

Section 7. The Employer agrees that all new eligible employees will be advised of the exclusive recognition accorded to AFGE Local 3240. A list of officers and stewards of Local 3240 and a copy of this Agreement will be given each new eligible employee.

Section 8. On a monthly basis, the Union will be given a list of names, position titles, grades, organizational symbols and activities of all eligible employees appointed or separated during the period.

Section 9. The Union will be granted reasonable space on official and unofficial bulletin boards in each unit, clearly marked for Union meetings, dissemination of news and information pertaining to its members and employees in the Unit.

Section 10. The Employer agrees to furnish the Union with one complete set of all Air Force Non- appropriated Fund Personnel regulations and to place the Union on distribution for one copy of each revision there- to.

Section 11. Employees will be advised annually of their statutory rights

Section 12. Resignation: Employees (Reg/Flex) should give sufficient notice, preferably at least two weeks (but not required) on AF Form 2548 (NAFI Request for Personnel Action). The Employer will consider an employee's request to withdraw his/her resignation on a case-by-case basis. In the event of an oral resignation, the employee will have until the close of the following business day to withdraw his/her resignation

ARTICLE 4

MANAGEMENT'S RIGHTS

Section 1. Management officials of the Agency retain the right in accordance with applicable laws and regulations:

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the Agency,
- b. To hire, assign, direct, layoff, and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees,
- c. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted;

- d. To make selections for appointments and promotions; and
- e. To take whatever action may be necessary to carry out the Agency's mission during emergencies.

Section 2. Nothing in this article shall preclude the Employer and the Union from negotiating,

- a. At the election of the Agency, 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,
- b. Procedures which management officials will observe in exercising the above listed "management rights";
or
- c. Appropriate arrangements for employees adversely affected by the exercise of such "management rights".

Section 3. Impact of Executive Order 12871: It is recognized that the President has directed the parties to negotiate over the permissive subjects of bargaining outlined in 5 USC 7106 (b)(1).

ARTICLE 5 **UNION RIGHTS**

Section 1. Under the terms of this Agreement, the Union is the exclusive representative of Unit employees and has the right to act for and to negotiate agreements on any appropriate matters for all employees of the Unit, without regard to employee organizational membership.

Section 2. The Union shall have the right to present its views to the Employer, either orally or in writing, and to have such views considered in the formulation, development, and implementation of personnel policies and practices, and matters affecting conditions of employment, which are within the discretion of the Employer and appropriate for consultation or negotiation, as the case may be. The Union shall be given the opportunity to be represented at formal discussions between management and employees or employee representatives concerning grievances, personnel policies and practices, or other matters affecting conditions of employment of employees in the Unit or at an examination of an employee in connection with an investigation that may result in disciplinary action against the employee if the employee reasonably believes that disciplinary action could result and requests representation.

Section 3. The Union shall have the right to be represented at employee/management discussions relating to an actual problem of an employee in the Unit. The Union has the right to make its views known at the appropriate point in these discussions between an employee and supervisory officials that are non-disciplinary in nature.

ARTICLE 6 **UNION OBLIGATIONS**

Section 1. The Union is obligated to represent the best interests of all employees in the Unit without discrimination and without regard to membership in the Union.

Section 2. The Union is obligated to keep the Employer informed, on a timely basis, of the name, Union offices and date of assumption of such offices of each elected or appointed Union representative (including Stewards).

ARTICLE 7 **MUTUAL OBLIGATIONS**

Section 1. The Employer and the Union recognize that the National interest requires uninterrupted, orderly and efficient accomplishment of the mission of the Air Force, and agree that the accomplishment of such mission will be a major consideration in any agreement, consultation, or day-to-day association.

Section 2. It is also mutually agreed that the relationship between the Employer and the Union in all conferences, negotiations or any other matter is and will remain, based upon mutual respect of the privileges and rights of each party, with the paramount objective of serving the best needs of the Employer, the Union, and all employees.

Section 3. The Union and Management are obligated to make a good faith attempt to resolve problems informally prior to initiating formal action involving third parties.

Section 4. The Employer and the Union shall meet the first Monday of each month at 1000 hours in a mutually acceptable location provided by the Employer. The purpose of the meeting will be to discuss matters of mutual interest relating to personnel policy and matters affecting working conditions. Each party shall notify the other party of its agenda items in advance of the meeting. If neither party submits an agenda the meeting will not be held. Individual complaints or grievances will not be discussed.

ARTICLE 8 **EMPLOYEE RIGHTS**

Section 1. The Employer and the Union agree that each employee in the Unit 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 of this right in accordance the statute. The right to assist the Union extends to participation in the management of the organization in the capacity of an

organization representative. 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 discourage membership in the Union.

Section 2. Each employee has the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate officials under applicable laws, rules, regulations or established agency policy or to choose his/her own representative in a grievance or appellate action except when presenting a grievance under the negotiated procedures contained herein.

Section 3. Unit employees shall have the right to have Union representation at any step of the grievance procedure outlined in this Agreement.

Section 4. The employee shall be notified in notices of disciplinary or adverse action of their right to Union representation.

Section 5. Employees are authorized to review their own Official Personnel Folder, at reasonable times in the HRO and AF Form 971 in their unit during normal duty hours, in accordance with applicable regulations.

Section 6. An employee who is being examined by a representative of the Employer in connection with an investigation has the right to a representative of the Union present if the employee requests representation.

Section 7. The right of employees, individually or collectively, to petition Congress or a Member of Congress, or to furnish information to either House of Congress, or to a committee or Member thereof, may not be interfered with or denied.

ARTICLE 9

UNION REPRESENTATION

Section 1. The primary responsibility of a NAF employee is his/her assigned duty as a government employee. It is agreed by the Union and the Employer that the interests of both parties will best be served by developing a climate of mutual respect and good working relationships within the ranks of their respective representatives. Management agrees to recognize the officers of the Union and a reasonable number of Union stewards chosen by the Union from Unit employees. Union officers and stewards will be allowed a reasonable amount of time during duty hours to carry out their representation functions. Union officials will

guard against the excessive use of official time. The Union will supply the Employer a complete and current list of its representatives, denoting the areas of representation each steward is assigned. The Union will promptly notify the Employer of any change to its representatives in writing. A listing of Union officers and stewards will be maintained by the Union on bulletin boards in areas where Non- appropriated Fund employees work.

Section 2. Authorized Union representatives will be allowed to visit management officials, supervisors and employees during working hours to discharge their responsibilities. Prior to leaving his/her work area representatives will obtain permission from their immediate supervisor. Their destination and approximate time of return will be indicated. Arrangements will be made in advance for visits with other management officials or employees prior to

leaving the work site. Requests for official time will be granted unless workload requirements require disapproval. If immediate release is not possible the supervisor will explain the

reasons for delay and will inform the representative when release will be possible. Release will normally be within 24 hours of the request for official time.

Section 3. Authorized representatives, who are not Unit employees, will be allowed to visit Non-appropriated Fund activities at reasonable times on official business subject to the security requirements of the Employer. The Labor Relations Officer will be notified in advance of such visits.

Section 4. The Employer recognizes the right of the employees to consult with stewards or Union officials on questions concerning personnel policies and general working conditions on official time.

Section 5. Employees may be granted leave without pay, in accordance with applicable directives, not to exceed 30 days, to accept a temporary Union position or attend Union activities, provided arrangements can be made where employee's services can be spared and does not require payment of overtime. Leave without pay in excess of 30 days, may be granted by the Employer in accordance with applicable regulations. Leave without pay will be submitted as far in advance as possible, but in no case less than two working weeks prior to the date leave is to begin.

Section 6. The Employer agrees to provide three parking spaces adjacent to the Union office and one space adjacent to Services for Union use. The Employer further agrees to provide the Union President one reserved parking space at his/her duty location.

Section 7. Manning the Union Office (Test Program): The employer agrees to grant official time off for the Union to man its office four days a week, 2 hours per day, from 1330-1530 hours, Tue-Fri. The Union will rotate the schedule on a weekly basis among the NAF activities. The Union will provide the Employer with a monthly schedule. If for reasons such as workload requirements or sick leave, the designated Union representative is unavailable the Union will be notified as far in advance as possible and allowed to designate an alternate

representative. The test program will be for a 6 month test commencing 1 Jan 02 through 30 Jun 02. Both parties agree that during the test period, records will be kept to determine the results of the test, i.e., phone logs, official time requests and tracking sheets on proposed changes to working conditions. At the end of the test period, the parties will meet to determine the effectiveness of the test and to negotiate and implement an agreement (memorandum of agreement) over manning the Union office.

ARTICLE 10

HOURS OF WORK AND BASIC WORKWEEK

Section 1.

- a. The administrative workweek will consist of seven consecutive days beginning at 0001 hours Sunday and ending 2400 hours Saturday.
- b. The basic workweek for regular employees, will to the extent allowed by the mission requirements of the Employer, consist of five consecutive workdays.
- c. The occurrence of holidays will not effect the designated workweek.
- d. The length of the basic non-overtime workday shall not exceed eight hours.
- e. Employees will be compensated for all work performed IAW applicable regulations.

Section 2.

- a. Work schedules will be posted two weeks in advance for regular employees. However, changes may be made on short notice due to mission requirements.
- b. Flexible schedule employees will be notified as far in advance as possible of schedule changes.
- c. When a change in hours of duty is considered for regularly scheduled employees, the employer will meet with the Union to discuss the impact such changes would have on the Unit employee. The Union's viewpoints will be given careful consideration by management.
- d. Employees are in a pay status upon entrance on duty including time used for employee in-processing.

Section 3. Make ready and cleanup time will be made a part of the scheduled workday.

Section 4. Short breaks, not to exceed 15 minutes in each four hours of continuous work, may be authorized and are encouraged. Breaks are not to be scheduled under any circumstances immediately prior to or after lunch, nor the beginning or end of the workday. Breaks are not cumulative.

Section 5. Meal periods of not less than 30 minutes or more than one hour will be indicated on duty schedules. Employees will be free of duty and may engage in appropriate activities during scheduled meal periods. If the nature of the employee's duty precludes a scheduled meal period and requires that he/she remain at his/her duty station, a 20 minute on-the-clock break may be authorized. During this break employees must remain available to perform any required work. No employee will be required to work more than four hours without a break.

Section 6. All Non-appropriated Fund prevailing rate employees are entitled to shift differential in accordance with applicable directives.

- a. Amounting to 7 1/2 percent when the majority of scheduled hours of work falls between 3 pm and midnight.
- b. Amounting to 10 percent when the majority of scheduled hours of work falls between 11 pm and 8 am.

Section 7. A Regular employee scheduled to work a 40-hour workweek, a part of which falls on Sunday, is entitled to Sunday Premium Pay in the amount of 25 percent of his/her regular rate for their entire shift up to a maximum of eight hours. Sunday work in excess of eight hours is paid at the appropriate overtime rate of pay in accordance with applicable regulations.

Section 8. The Employer will provide, when available, a separate area for employees to use during lunch and rest periods. The Employer will also provide, where possible, in each area, sufficient tables, chairs, refrigerators and microwave ovens for the use of employees on their breaks and meal periods.

Section 9. Employee's days off will normally be consecutive.

Section 10. Work schedules showing names of employees along with the number of hours worked will be maintained by each NAFI manager for a period of 180 workdays. These schedules will be available to the employees or the Union upon request.

Section 11. Work hours should not be changed for the purpose of avoiding the payment of overtime and/or shift differential pay.

Section 12. Work schedules will be posted in the area where the employees work.

Section 13. The opportunity to participate in a flexible or compressed work schedule program will be extended on a voluntary basis. No employee will be required to participate in a flexible or compressed work schedule program.

Section 14. Any flexible employee who works an average of 35 hours or more per week over three consecutive months will be converted to a regular position.

Section 15. When the employer has a need for an increase in hours for any Bargaining Unit employee, the service computation date for RIF will be used to determine which Bargaining Unit employee will receive the increase of hours.

Section 16. Electronic Paging Device (Beeper Pay): If the Employer places an employee in an on-call status, the employee may elect to carry a beeper. To be compensated for on-call status, an employee must meet the requirements of 5 CFR 551.431 (Code of Federal Regulations) as follows:

- a) An employee will be considered on duty and time spent on standby shall be considered hours of work if the employee is restricted to an agency's premises or so close thereto that the employee cannot use the time effectively for his or her own purposes, or
- b) The employee, although not restricted to the agency's premises, is restricted to his or her living quarters or designated post of duty and has his or her activities substantially limited.

An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if:

- a) The employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius, or,
- b) The employee is allowed to make arrangement such that any work which may arise during the on-call period will be performed by another person.

ARTICLE 11

OVERTIME WORK

Section 1. The Union agrees that the administration of any necessary overtime work (including nature of work, the need for specific skills, the priority of productive or support effort, and the number of employees required) is solely a function of Management. As a general rule, first consideration for overtime shall be given to those employees who are currently assigned to the job. Second consideration will be given to those other employees in the skill area who are qualified to do the job where the overtime is required. In keeping with these two considerations, overtime work will be accomplished by volunteers in the appropriate skills required, as far as practicable. In directing overtime, the supervisor will make every effort to rotate such overtime equitably among the employees concerned who can adequately perform the work required.

Section 2. The Union recognizes the right of the Employer to require employees to perform overtime work, when required to accomplish the mission of the Unit, unless the additional work would endanger the health or efficiency of the employee or cause him/her extreme hardship or that the employee has a valid excuse for being relieved from the overtime duty and other arrangements can be made by the supervisor.

Section 3. Employees assigned to overtime work will be given as much advance notice as possible.

Section 4. During overtime assignments, the Employer will allow a reasonable amount of time prior to meal periods for wash-up, returning tools and cleaning of the work area.

Section 5. Employees who are required to work overtime in excess of four hours shall be allowed a one-half hour meal period, without compensation, in accordance with applicable regulations. The meal period of to be taken at a time selected by the supervisor. Employees will be granted a 15- minute break prior to start of the overtime if deemed appropriate by the supervisor.

Section 6. An employee will be paid a minimum of two hours overtime for all call back overtime.

Section 7. All directed overtime hours worked by prevailing rate employees will be paid for in accordance with applicable overtime pay regulations. In no cases will prevailing rate employees be required or asked to take compensatory time off in lieu of overtime payment.

Section 8. Overtime pay will be at the rate of 1 1/2 times the employee's rate of basic pay. In no case will Bargaining Unit employees be required to take compensatory time off in lieu of overtime payment.

Section 9. The provisions of this Article regarding overtime for time worked in excess of 8 hours in one workday may be suspended where parties agree upon the implementation of flexible or compressed work schedule programs. However, employees will be paid overtime for any hours in excess of those hours scheduled if any, under a flexible or compressed work schedule

ARTICLE 12

ADMINISTRATIVE LEAVE/EXCUSAL

Section 1. Administrative excusal may be approved for the reasons set out in Section 2 below and may be approved for other reasons. Administrative leave is treated as time worked for all purposes except that the employee is excused from his/her regularly assigned duties.

Section 2. Administrative excusal may be granted to an employee in connection with:

- a. Brief periods of absence or tardiness due to circumstances beyond the employee 's control.
- b. Blood donations for which the employee is not paid.
- c. Registration with or required appearance before the employee 's draft board.
- d. Voting in Governmental elections when polls are not open an adequate time before or after employee 's tour of duty to allow them to vote.
- e. Administrative responsibilities in connection with clearing base on separation.

- f. Eligible NAF employees will be authorized absence from official duties for official jury duty or attending court in the capacity of a witness on behalf of the U.S. Government or a NAF Instrumentality of the Armed Services, or on behalf of the District of Columbia Government. Fees earned by the employee while performing these duties will be disposed of in accordance with existing regulations.
- g. Floods, severe storms, civil disturbances, etc., when a decision is made by appropriate authorities that the employee will not be required to work because of such conditions.

Section 3. Regular employees may request Military Leave in accordance with applicable regulations.

ARTICLE 13.

SICK LEAVE

Section 1. Employees shall earn sick leave in accordance with applicable laws and regulations. Approval of sick leave may be granted to employees; (1) when they are incapacitated for the performance of their duties by sickness, injury, pregnancy, or medical confinement; (2) when a member of an employee's immediate family is afflicted with a contagious disease and requires the care of the employee, or when through direct exposure to contagious disease, the presence of the employee at his/her post of duty would jeopardize the health of others. Approval of sick leave for prearranged medical, dental or optical examinations shall be requested in advance. Sick leave absence because of illness, injury or other circumstances of incapacity which cannot be anticipated in advance must be reported as soon as possible after the beginning of the illness, but normally no later than two hours after the start of an employee's regular shift on the first working day of his/her absence.

Section 2. Sick leave of more than three consecutive days must be supported by a medical certificate unless the employee was not attended by a physician, the employee's certificate showing satisfactory evidence of incapacity may be accepted in lieu of a medical certificate. The certificate must cover all absences beyond the third day of work for the entire period covered by the certificate.

Section 3. When there is reason to believe that an employee is abusing the use of sick leave, a medical certificate may be required for absences of three days or less. This requirement must be limited to individual cases of suspected abuse only after the employee has been warned concerning the proper use of sick leave. This provision in no way limits management's right to discipline for sick leave abuse.

Section 4. Should an employee's sick leave accrual become exhausted, they may be placed on annual leave until the end of the incapacitated period specified on the medical certificate or until exhaustion of annual leave accrual if prior to completion of the specific period. Additional absences may be charged to LWOP at the discretion of the leave approving authority using applicable instructions as a guide.

Section 5. There is no limitation on the amount of sick leave that employees may accrue or carry forward from one year to another.

Section 6. Employees who are to be separated for disability will be retained in a sick leave status until all sick leave has been exhausted.

Section 7. No lump sum payment of accrued sick leave will be made.

Section 8. When sickness occurs during a period of vacation leave, the period of illness shall be charged to sick leave if requested and the charge to vacation leave reduced accordingly, provided the application for sick leave is supported by medical certificate or employee's certification.

Section 9. An employee may request sick leave when receiving compensation through Workers' Compensation in an amount that when added to compensation benefits approximates (but does not exceed) the employee's basic salary.

Section 10. The Family Friendly Leave Act which allows regular employees to use sick leave for the care of a family member as well as for adoption related purposes will be administered in accordance with applicable directives.

ARTICLE 14

ANNUAL LEAVE

Section 1. Employees shall earn annual leave in accordance with applicable laws and regulations. An employee's request to take annual leave will normally be granted when he/she has given his/her supervisor reasonable notice provided workload and manpower requirements are met. Requests for annual leave for emergency reasons will be considered on an individual basis. When a request for annual leave has been denied, the employee will be notified in writing (on OPM Form 71) within 24 hours of the reason for denial and when the leave will be approved. However, every reasonable attempt will be made to satisfy the desire of the employee with respect to approving annual leave. Annual leave shall not be restricted to the extent that the employee forfeits earned leave except when emergency situations require such restrictions.

Section 2. Supervisors will establish a tentative annual leave schedule for the leave year before the end of January of each year. Employees are encouraged to include one period of 80 hours for vacation purposes. Once an employee has made his/her selection and it has been approved, he/she shall not be permitted to change his/her selection if by so doing this would disturb the choice of another employee who does not agree with the switch or will hamper the mission of the section.

Section 3. 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 or his/her representative must contact his/her supervisor or the supervisor's designated representative either personally or by phone as early as practical, but not later than two hours after the beginning of the scheduled work shift to obtain approval of the use of annual leave. If a representative calls for the employee, the approval of leave will be tentative. The employee is expected to contact the supervisor as soon as possible to personally request leave.

Section 4. If for any reason the Employer schedules or affects a temporary shutdown of activities, reasonable effort will be made to provide work within NAF activities for any employee not having annual leave to his/her credit.

Section 5. The Employer agrees to notify the Union before implementing any forced leave policy. A flexible employee within a job skill or occupation of the affected activity will be released before a regular employee.

Section 6. It is recognized that employees may accrue an amount of annual leave in excess of 240 hours during the leave year, however, employees will not normally be allowed to carry more than 240 hours from one leave year to the next. However, leave forfeited due to business requirements of the Employer may be restored, if approval is obtained for the emergency condition when it occurs. Requests for restoration must show that the leave was actually scheduled and reflect efforts made to reschedule the leave. All regular employees who accumulate sick and annual leave may request donations of annual leave by the Voluntary Leave Transfer Program in accordance with applicable instructions and regulations.

Section 7. Employees who have accrued annual leave at the time of separation or conversion to any employment category will be paid for all accrued leave or have it credited to their account in accordance with applicable instructions or regulations.

Section 8. Employees shall be granted time off to observe religious holidays of their faith if their absence will not unduly hamper facility operations. Such time off will be charged to annual leave, if available, or leave without pay.

Section 9. Loss Of Deposits: The employer agrees to reimburse employees for the cost of forfeited deposits resulting from the cancellation of approved scheduled annual leave, to the extent allowed by law.

ARTICLE 15 WORK,

ON HOLIDAYS

Section 1. All eligible employees shall be entitled to all holidays, which are now or will be in the future, prescribed by law or Executive Order. Holidays will be observed in accordance with applicable laws, rules and regulations.

Section 2. It is the right of the Employer to determine work which must be accomplished on holidays, and to require that employees report for work in accordance with such determinations.

Section 3. Employees shall be advised of scheduled work requirements at the earliest practical date before the holiday.

Section 4. Assignments to holiday work will be made by the Employer in accordance with the principles expressed in Section 1 and 2, Article 11, Overtime.

Section 5. With the exception of prevailing rate employees, an employee's regular schedule will not be changed solely to avoid paying holiday pay.

Section 6. All eligible Bargaining Unit employees (regular) are entitled to holiday pay.

ARTICLE 16

LEAVE WITHOUT PAY

Section 1. Leave without pay not to exceed one year total, may be granted to employees when requested in accordance with applicable instructions and regulations. The extension of any leave without pay for workers' compensation or military furlough are not governed by the requirement of this section.

Section 2. Employees may be granted leave without pay, when there is no annual leave accrued, to attend Union conventions or meetings provided reasonable advance notice is given the Employer and operational requirements permit.

Section 3. Employees returning to duty from approved leave without pay will be granted such rights, privileges, and benefits to which they may be entitled at the time in accordance with applicable regulations.

Section 4. Regular employees moving with head of household may request 150 calendar days leave without pay in accordance with applicable regulations.

ARTICLE 17

UNION LEAVE

Section 1. Employees, upon their request, elected or appointed to Union offices which necessitates their absence from their regular positions may be granted administrative leave as appropriate under applicable regulations.

Section 2. Administrative leave will be granted for travel to and from training sessions.

ARTICLE 18

FILLING POSITIONS AND PROMOTIONS

Section 1. The Employer agrees to post annually, in January and update monthly, a master listing of all positions for which applications will be accepted, in the HRO and on all work areas with official bulletin boards where Bargaining Unit employees work. Current employees who wish to be considered for any listed position must submit an application to the HRO. A separate application must be submitted for each position for which the employee is interested. Applications will be used for the calendar year in which they are submitted after which they will be voided and a new application must be submitted. Employees will have a 15-day grace period after the start of a new calendar year to submit a new application. Previously submitted applications will be considered during the 15-day grace period should a vacancy exist.

Section 2. Supervisors will be furnished a listing of employees. Supervisors will select the best-qualified candidate for their vacancy and forward appropriate paperwork to the HRO. The HRO will verify the candidate's qualifications and notify the candidate of selection. Supervisors will be responsible for ensuring all appropriate hiring preferences are complied with IAW applicable regulations. Should an employee request from the selecting official the reason (s) for their non-selection, the selecting official will provide the reason(s) in writing. Bargaining Unit non-selectees will be notified in writing, within a reasonable time, 5 days, of their non-selection for promotion and the name of the selectee.

Section 3. Employees are responsible for insuring their experience and qualifications are accurately reflected in their official personnel record. Employees are responsible for being aware of and applying for positions in which they are interested. Applications will be available at all work sites with official bulletin boards and HRO.

Section 4. Sanitized evaluation materials used to select candidates for promotion will be made available to employees and their representatives when an employee has filed a grievance/appeal in connection with the selection procedure.

Section 5. All selections will be made without regard to sex, age, race, color, religion, national origin, handicap or marital status.

Section 6. Selections made by supervisors may not be grieved on the sole basis of non-selection by an unsuccessful employee. Grievances may only be based on alleged violation of applicable regulations by management when making the selection.

Section 7. Those positions, which are not listed on the master listing of positions, will be posted as vacancy announcements on official bulletin boards in locations where employees work. Those announcements will be posted for not less than five workdays to ensure that interested employees have an opportunity to apply. The announcement will contain a brief description of duties, the qualification requirements and the cutoff date for receipt of applications.

Section 8. NAF positions included in Careers Program have different application, qualification and selection procedures and are not included in the regular NAF merit promotion process. Lists of candidates are furnished by the Careers Program. Only employees who have registered are considered for Careers Program positions. Interested Bargaining Unit employees are responsible for registering to participate in these special programs.

Section 9. Employees serving in a continuing NAF position for at least one-year may be eligible for a position in competitive civil service under the DOD InterChange Agreement in accordance with applicable regulations.

ARTICLE 19

DETAILS

Section 1. The Employer may detail employees in accordance with applicable regulations. A detail is a temporary assignment of an employee to a different position or set of duties without a change in pay. Details to duties that have not been classified will not normally exceed 60 days.

Section 2. Employees detailed to higher-grade positions in excess of 30 days will be temporarily promoted, if they are otherwise qualified for the position.

Section 3. Details will be recorded on the AF Form 971, Supervisor's Record of Employee.

Section 4. Employees will be furnished a copy of the detail position description.

ARTICLE 20

EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

Section 1. The Employer agrees to follow the concepts and principles of the Equal Employment Opportunity Program and to manifest these concepts and principles by the development of an affirmative action plan for progress.

Section 2. The Union agrees that in the policies and practices of the Union, the concepts and principles of the Equal Employment Opportunity Program will be fully supported and practiced.

ARTICLE 21

TRAINING

Section 1. The Employer agrees to provide the employees with training and development opportunities, which will enable the employee to do his/her work more effectively. Such opportunities will be based on the interest of the Employer and in the interest of the employee, but in no instances solely for the benefit of the employee.

Section 2. Training needs will normally be satisfied through on-the-job training.

Section 3. The Employer agrees to consider granting administrative leave to Union officers, stewards and representatives to attend Union sponsored training which will be of mutual benefit to the Employer and the Union. The Union agrees to submit an agenda concerning the content and schedule of such training as will justify such administrative leave.

Section 4. The Employer agrees to notify the Union of all mandated training. The Employer agrees to provide the Union an agenda, if available.

Section 5. When any Bargaining Unit employee's security clearance is revoked for any reason, it will be in accordance with the negotiated policy on email and security clearance dated 21 Aug 00.

ARTICLE 22

USE OF EMPLOYEE PERSONALLY OWNED VEHICLE (S)

Section 1. An employee who is required to report in at a central location prior to reporting to his/her duty assignment at another location shall be considered to be on official time from the initial reporting in. Any use of the employee's privately owned vehicle, which is required or directed by the employee's supervisor, shall be reimbursed in accordance with the applicable provisions of the joint travel regulation by the employing NAFI. When an employee chooses use of his/her personally owned vehicle for his/her own convenience, no reimbursement will be made.

ARTICLE 23

UNIFORMS AND SPECIAL CLOTHING

Section 1. The Employer agrees to provide sufficient sets of any uniforms, or other special clothing it determines necessary, to Bargaining Unit employees. It is further agreed that hats and nametags are part of the uniform. Employees are required to properly maintain clothing items issued to them by the Employer. Items that become unserviceable due to fair wear and tear will be re- placed at no expense to the employee.

Section 2. Employees will be required to turn-in all uniforms or special clothing prior to out-processing.

Section 3. The wear of uniforms or special clothing issued by the Employer is a mandatory condition of employment.

Section 4. The Employer agrees to furnish employees working outside appropriate uniforms and accessories to accommodate climate extremes. Sufficient sets of uniforms will be provided to each employee. Employees will be responsible for proper care and laundering of uniform items issued.

Section 5. Employees may wear conservative walking shorts when; working, safety and appearance standards can be met. However, employees issued uniforms or other special clothing must wear the Employer furnished clothing. Shorts will be of a solid color, hemmed and will be no shorter than four inches above the knee. Time for wearing shorts will be determined by individual activity managers. Employees wishing to wear shorts will first obtain permission from their supervisor. **Lodging Employees Only:** Employees will have the option of wearing walking shorts year round.

Section 6. Uniforms provided by activity. (See Chart at end of Agreement)

Section 7. Employees who work a majority of their time outdoors will have the option of wearing a polo shirt as part of the uniform. Prior to ordering the shirts, the Employer will consider input from the Union on the color and type (i.e., style and weight) of shirts preferred by employees in the applicable area (s). The parties will use consensus decision to reach agreement. **Logistics Section (Lodging):** The Employer will provide the desired number of polo shirts and Dickie khaki cotton shirts upon approval of this contract. All extra Dickie khaki cotton shirts will be turned in to use as replacements.

ARTICLE 24

SAFETY AND HEALTH

Section 1. The Employer will continue to exert every positive effort to provide and maintain safe working conditions and health protection for employees. The Union will encourage all employees to work in a safe manner.

Section 2. In the course of performing their usual duties, employees will be encouraged by the Union to be alert for unsafe practices, equipment, and conditions, as well as environmental conditions in their immediate areas, which represent health hazards. When apparently unsafe conditions are observed by employees they shall report them to their supervisor.

Section 3. The Employer agrees to provide NAF employees with protective clothing and equipment necessary for their protection as prescribed in AFOSH Standards.

Section 4. An employee who has suffered a disabling injury, either occupational or otherwise, normally will not be required to return to work until a physician deems that the employee is physically fit for duty.

Section 5. The Union may nominate an employee member for management consideration to the 325 FW Safety Council.

Section 6. The Employer shall provide, where possible, private employee restrooms, lounges and drinking fountains. Such rest rooms shall be apart and separate from public restrooms, where possible. Should changes become necessary the Union will be afforded an opportunity to negotiate. The rest area will have facilities for employees to rest during break periods and non-paid lunch periods. Such areas shall be air conditioned in summer and heated in winter, where possible.

- a. All smoking within 325 SVS facilities at Tyndall AFB shall be prohibited.
- b. Smoking cessation classes on Tyndall AFB shall be provided once at no cost for interested employees who shall be excused from work on official time, workload permitting, to attend classes that are scheduled during their work time.
- c. The employer shall designate an outdoor smoking area for each activity which is reasonably accessible to employees and provides a measure of protection from the elements.

Section 7. It is agreed that the Employer and employees will cooperate in maintaining and keeping in good condition all equipment in the facilities for the safety and efficiency of

operations. Such equipment referred to in this section includes but is not limited to office equipment, break rooms, fountains and restroom facilities.

Section 8. The Union agrees that whenever it becomes cognizant of any practice which grossly violates the rights of employees or which seriously jeopardizes their health, it will immediately report such conditions to the Employer. If life is endangered or health and safety seriously jeopardized, the Employer will have the condition evaluated by appropriate safety or health personnel before requiring further work.

Section 9. Preventing heat stroke disorders will be accomplished in accordance with AETC Instruction 48-101 and the negotiated policy letter dated 4 August 00.

Section 10. The Employer will furnish Bargaining Unit employees with water within 90 minutes whenever water becomes unsafe as deemed by appropriate health authority officials.

ARTICLE 25

AWARDS AND RECOGNITION

Section 1. All NAF employees with a satisfactory performance rating are eligible for consideration for cash and honorary awards. Supervisors recommend NAF employees for awards using AF Form 1768 Staff Summary Sheet.

Section 2. Performance awards may be presented to employees based on a minimum of 90 days period of service in which the employee's service greatly exceeded all job requirements. Nominations for performance awards will be signed by the immediate supervisor and forwarded through supervisory channels for final approval by the Support Group Commander. Nominations will include a narrative outlining the basis of the award.

Section 3. Special Act or Service Awards may be presented for accomplishments such as being named Employee of the Month, Employee of the Year, Best in AETC, or similar recognition's based on management's recommendations. This award will be approved in the same manner as performance awards.

Section 4. On-the-Spot Cash Awards may be given NAF employees based upon supervisory recommendation for specific notable events that benefit the Air Force. The award of cash is approved and documented by the NAF activity manager and forwarded through the HRO to the NAFAO for payment to the employee.

Section 5. Other non-cash and honorary awards are presented to employees based upon applicable regulations. All awards are presented to NAF employees in appropriate ceremonies.

Section 6. Management agrees to seek Union input concerning administrative procedures when establishing award programs.

Section 7. Copies of recommendations for performance awards for Bargaining Unit employees will be furnished to the Union.

Section 8. The Union may request copies of documentation supporting other awards given Bargaining Unit employees from the appropriate activity.

ARTICLE 26

JOB DESCRIPTION AND CLASSIFICATION

Section 1. Each employee will be furnished a copy of his/her job description at the time of employment. Copies of major changes in position descriptions will be provided to affected employees. An annual review will be annotated and initialed by the employee on AF971.

Section 2. It is agreed that each position description shall spell out the major duties required of the employee. When the phrase, "and such other duties as may be assigned" is included in a position description, the Employer agrees that it generally will not be used as a basis for assigning duties to employees, which are unrelated to his/her principle duties.

Section 3. In accordance with appropriate regulations an employee may request a review of the action of his/her employing agency in grading his/her job for pay purposes. Under this job grading appeals system, an employee may appeal at any time the grade, title, or series assigned his/her job.

ARTICLE 27

PERFORMANCE EVALUATION

Section 1. The Employer and the Union agree that the major purpose of the Performance Evaluation Plan is to improve the work performance of individual employees and thereby enhance the accomplishment of the mission. In achieving this purpose, performance requirements have been established as an integral part of regular work planning. Work assignments and performance requirements should be clearly understood by those concerned. With this in mind, the parties agree to develop and maintain effective relationships.

Section 2. The supervisor is responsible for identifying work and performance requirements; making such requirements known to employees; applying the requirements fairly, and; evaluating performance fairly in relation to work assigned. Each employee will normally be rated by his/her immediate supervisor, who will discuss the rating with the employee. If the employee requests a written notice of rating it will be furnished to him/her. An employee dissatisfied with his/her assigned rating may attempt resolution with his/her immediate supervisor within 15 days after receiving notification of rating. If the matter cannot be resolved at that level, the employee may present it to next level of supervision.

Section 3. Supervisors are responsible to keep probationary employees under their supervision continuously aware of areas of deficient performance so that the employee is afforded an opportunity to correct these deficiencies. After full and timely evaluation of the probationer's

performance, the supervisor will recommend that the employee be either separated or retained in his/her position. The Union and the Employer agree that the separation of a probationary employee shall be grievable under the negotiated grievance procedure of this agreement only to the extent of allegations of discrimination.

Section 4. If an employee feels an element or standard unique to his/her position is unreasonable or unfair, he/she may request that the supervisor reconsider the matter for those reasons advanced by the employee.

Section 5. The performance appraisal system will be as identified in AFMAN 34-310. When an employee's performance drops to an unacceptable level, he/she will be notified in writing of their unsatisfactory performance, what action must be taken to improve his/her performance to a satisfactory level and, what assistance will be provided by the Employer to help the employee to improve his/her performance. The employee will be given a reasonable amount of time, generally 30 days to improve his/her performance. At the end of the notice period, the employees will be re-evaluated. If his/her performance has not sufficiently improved and corrective action is necessary, the Employer will give the employee a written notice of the proposed corrective action, setting forth in detail the basis for the action. Such notices will be given to the employee at least 30 days in advance of effecting the proposed action. Employees will be provided at least ten working days in which to respond to the proposed action.

Section 6. After 90 days of continuous NAF service, all employees will receive an annual performance evaluation in October from their supervisor.

ARTICLE 28

DISCIPLINARY ACTION

Section 1. Disciplinary actions shall be taken only for just and sufficient cause in accordance with agency regulations. The employees will be notified of their right to grieve and of the appropriate procedures for grieving such actions. For the purpose of this section, disciplinary actions are defined as suspensions, letters of reprimand, separation, or any other adverse action personal to the employee.

Section 2. Letters of Reprimand placed in the employee's folder will be removed after two years provided other disciplinary action has not been taken during the intervening period.

Section 3. A statement shall be included on all letter s of proposed disciplinary actions and decision letters to employees indicating their right to determine whether or not AFGE, Local 3240, will receive a copy of the action letter (s). The following certification shall be attached to the proposed and final decision letter:

"I do// do not// desire that AFGE, Local 3240, be forwarded a copy of this action."

Employee's Signature

Section 4. Extension of Time: Management and labor will consider written requests to extend time limits for grievances and appeals for regular employees for extenuating circumstances.

ARTICLE 29 GRIEVANCE.

PROCEDURE

Section 1. Purpose - The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances.

Section 2. Scope - A grievance means any complaint –

- a. By any employee concerning any matter relating to the employment of the employee;
- b. By the Union concerning any matter relating to the employment of any employee;
- c. By any employee, the Union, or the Employer concerning:

The effect or interpretation or a claim of breach of this collective bargaining agreement;

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

- d. Except that it shall not include a grievance including:

Any claimed violation relating to prohibited political activities; or

Retirement, life insurance, health insurance; or

A suspension or removal for National Security reasons, Section 7532;

Any examination, certification or appointment; or,

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

A notice or proposed action.

Separation of a probationer.

Non-selection from a proper list of eligible candidates.

Section 3. This negotiated procedure shall be the exclusive procedure available to the Union, Employer, or employees in the Bargaining Unit for resolving such grievances.

Section 4. Question of Grievability: In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. The parties agree to raise any question of grievability or arbitrability of a grievance

prior to the time limit for written answer in Step 2 of this procedure. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

Section 5. Most grievances arise from misunderstandings or disputes, which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The employer and the Union agree that every effort will be made by management and the aggrieved party(s) to settle grievances at the lowest possible level. In as much as dissatisfaction and disagreements arise occasionally among people in any work situation, the filing of grievance shall not be construed as reflecting unfavorably on an employee's good standing, his/her performance, or his/her loyalty or desirability to the organization. Reasonable time during working hours will be allowed for employees and Union representatives to discuss, prepare for and present grievances, including attendance at meetings with Employer officials.

Section 6. Step 1. Any grievance shall first be taken up orally by the concerned employee or Union representative with the appropriate Employer representative in an attempt to settle the matter. Grievances must be presented within 15 workdays from the date the employee or Union becomes aware of the grievance. The Union representative must be present if the employee so desires. However, if an employee(s) presents a grievance directly to the Employer for adjustment, consistent with the terms of this Agreement, the Local shall have an opportunity to have an observer present.

Section 6. Step 2. If the matters are not satisfactorily settled following the initial discussion, the Union representative may, within five working days, submit the matter in writing to the second level supervisor/department head. The second level supervisor/department head will meet with the Union representative and the aggrieved employee within two working days after receipt of the grievance. The second level supervisor/department head shall give the steward a written answer within five working days after the meeting.

Section 6. Step 3. If the grievance is not settled at Step 2, the Union representative may, within five working days, forward the grievance to the Employer for further consideration. The Employer will review the grievance, consult with the department head and the Union representative, and give the Union representative his written answer within ten working days after receipt of the grievance.

Section 6. Step 4. If the grievance is not satisfactorily settled at Step 3, the Union or the Employer may refer the matter to arbitration. All time limits in this article may be extended by mutual consent.

Section 7. Grievances which may impact more than one employee may be submitted in writing by the Local President (or designee) directly to the Employer. The Employer and the Local President (or designee) will meet within five working days after receipt of the grievance

to discuss the grievance. The Employer shall give the Local President a written answer within ten working days after the meeting. If the grievance is not settled by this method, the Union may refer the matter to arbitration. Nothing herein will preclude either party from attempting to settle such grievance informally at the appropriate level.

Section 8. Grievances by the Employer will be submitted to the Union President. The Union shall give the Employer its written answer within ten working days after the meeting. If the grievance is not resolved by this method, the Employer may refer the matter to arbitration.

ARTICLE 30

ARBITRATION

Section 1. If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either the Employer or the Union within 20 calendar days after issuance of the final decision shall be submitted to arbitration.

Section 2. Within five working days from the date of the request for arbitration, either party shall request the Federal Mediation and Conciliation Service to provide a list of seven impartial persons qualified to act as arbitrators. The parties shall meet within three working days after receipt of such list. 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 person remains who shall be the duly selected arbitrator.

Section 3. The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case in the event:

- a. Either party refuses to participate in the selection of an arbitrator, or;
- b. Upon inaction or undue delay on the part of either party.

Section 4. If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue(s) to be heard.

Section 5. The arbitrator's fee and the expenses of the arbitration, if any, shall be borne equally by the Employer and the Union. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic workweek. All participants shall be in a duty status.

Section 6. The arbitrator will be requested to render his/her decision as quickly as possible, but in any event not later than 30 days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

Section 7. Either party may file an exception to an arbitrator's award with the Federal Labor Relations Authority (FLRA) under regulations prescribed by the Authority, except a removal

action and a suspension. If no exception is filed during the 30-day period beginning on the date of such award, the award shall be final and binding.

Section 8. Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.

Section 9. Absent a negative arbitrator's decision upon the arbitrability of a grievance, the arbitrator shall hear arguments regarding both the arbitrability and the merits of the case at the same hearing. However, the parties may mutually agree otherwise in highly complex cases, which would involve several days of hearings.

ARTICLE 31

BUSINESS BASED ACTIONS

Section 1. All business based actions will be carried out in strict compliance with applicable regulations, and employees will be apprised of all their rights under such regulations. When a business based action affecting Unit employees is determined necessary, the approximate number of Unit employees to be affected, the date displacement action is proposed and the reasons for the business based action will be discussed with the Union. The Union will render its assistance in communicating to employees the reasons for the business based action.

Section 2. In the event of a business based action, existing vacancies will be utilized consistent with management needs and in accordance with governing directives, to place eligible and qualified employees in continuing positions whom otherwise would be separated from the service.

Section 3. The employee shall be provided with an extra copy of the notice of BBA or reassignment issued under BBA procedures of which he/she may provide their representative.

Section 4. Employees separated by BBA will have re-employment rights IAW applicable regulations. Acceptance or declination of a part-time or temporary position by a full-time employee on the re-employment priority list will not affect his/her status on the list or his/her eligibility for re-employment in a regular full-time position.

Section 5. Employees who have been downgraded (changed to a lower grade) by business based action and not at their own request, shall be given priority consideration for re-promotion when a vacancy exists at their former grade, or any intervening grade, for which they must qualify when the position is to be filled by promotion. Selection would be made from among those employees entitled to re-promotion in the same activity, and considered for other activities.

ARTICLE 32
ALLOTMENT OF DUES

Section 1. Union will purchase Standard Form 1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues ", and distribute to eligible employee members desiring to authorize allotment for withholding dues from their pay.

Section 2. After completion of the form, Unit employees will return it to the Union for certification that the employee is a member in good standing with the Union.

Section 3. The Union is responsible for submitting the completed and certified SF 1187 to the NAF Accounting Office (NAFAO) through the HRO. The HRO will forward the SF 1187 to NAFAO as soon as possible, normally within three days. Allotments will be effective on the first day of the first complete pay period after a properly completed and signed form is received by NAFAO.

Section 4. Any member of the Unit who is a regular employee and a member in good standing of the Union may authorize an allotment for the payment of his/her dues of such membership, provided:

- a. The employee has voluntarily completed a request for such allotment of his/her pay,
- b. He/she regularly receives an amount of pay sufficient after other required deductions to cover the full amount of the allotment,
- c. He/she has authorized no other current allotment for the payment of dues to an employee organization.

Section 5. The amount withheld will be the current dues of the Union exclusive of initiation fees, assessments, back dues, fines and similar charges and fees. If the amount of regular dues is changed by the Union, the Union will notify the NAFAO in writing of the change. Only one such change will be made in any period of 12 months.

Section 6. A remittance check will be prepared by the NAFAO office at the close of each pay period for which deductions are made. This check will be for the total amount allotted for dues for the pay period. The check will be sent to an addressee designated by AFGE Local 3240. Each remittance check will be accompanied by a listing of the names and amounts withheld. Employees whose pay was not sufficient to cover the full amount of the deduction will also be identified on this list. Changes in amounts of deductions will also be accomplished by the certification of the appropriate official of the Union to the NAFAO. A copy will be furnished to the HRO, Tyndall Air Force Base.

Section 7. The Union will promptly notify the NAFAO, in writing, when a member of the Union is expelled or ceases to be a member in good standing. Upon receipt of such notice, the NAFAO will terminate the allotment as of the next complete pay period.

Section 8. Allotments will be terminated when the employee leaves the Unit as a result of any type of separation, transfer, or other personnel action, upon loss of exclusive recognition by the Union, when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DOD.

Section 9. An employee may voluntarily revoke his/her allotment for the payment of dues at any time by completing SF 1188, "Revocation of Voluntary Authorization for Allotment of

Compensation for Payment of Labor Organization Dues", and submitting it directly to the NAFAO, Tyndall AFB, FL. When the employee cannot or does not desire to use the form, other written notification signed by the employee will be accepted. Such revocation will not be effective, however, until the first full pay period following one year from the date the first deduction was made by the payroll office provided the form or request is received in a timely fashion. Thereafter such revocation will not be effective until the first full pay period following any successive anniversary date provided the form or request is received no later than such anniversary date. The NAFAO will provide notification of the revocation to the Union. The carbon copy of SF 1188, when completed by the employee can be used for this purpose.

Section 10. The Union is responsible for informing and educating its members concerning the program for the allotment of dues and the uses and availability of SF 1187 and SF 1188.

ARTICLE 33

USE OF FACILITIES

Section 1. Office Space: The Employer agrees to provide facilities for a Union business office. The Employer agrees to furnish reasonable utilities and a Class A-XB telephone for which all toll calls will be reimbursed by the Union. The Union agrees to accept responsibility for cleanliness and due care of equipment and facilities provided and to be financially responsible for any damage beyond fair wear and tear. The Union agrees to abide by the Tyndall AFB Energy Conservation Program in the use of all utilities.

Section 2. Internal Mail Service: The internal mail service of the Employer shall be available for use by the Union. It will not be utilized for internal Union business.

Section 3. The Employer agrees to provide adequate office furnishings where available through free issue. Suggested minimum would be 1 desk, 1 table, 1 chair with wheels, 6 side chairs, 2 file cabinets (4 drawer), 1 bookshelf, 1 typewriter, and 1 computer with word processor software.

Section 4. The Employer agrees to provide adequate space for the Union to hold monthly membership meetings based on availability. The Union agrees to accept responsibility for the

cleanliness of such space at the conclusion of each meeting and to be responsible for any damage beyond fair wear and tear.

ARTICLE 34

LOCALITY WAGE SURVEYS

Section 1. Under provisions of Public Law 92-392 and regulations of the Office of Personnel Management, the Department of Defense conducts locality wage surveys and issues wage schedules for certain NAF employees. If the AFGE is designated the lead Union for the wage area, the AFGE national office will designate its labor member and alternate labor member of the local wage survey committee (LWSC). The parties understand that these designations may be from among eligible employees at Tyndall AFB. The labor member will nominate eligible employees to serve as data collectors on the wage survey. The number of data collectors will be determined by the LWSC. The Union will notify the employer of whom the Union has designated to work on the wage survey. Team members appointed by the Union will be divided equally among the two funds and their activities. The Employer will release employees to serve on the LWSC or as data collectors in accordance with applicable regulations.

Section 2. Employees serving on the LWSC or as data collectors will be in a pay status whenever needed to perform their duties on the survey, including attending training conducted by DOD or the Union during duty hours.

ARTICLE 35

CONTRACTING OUT OF BARGAINING UNIT WORK

Section 1. When a determination or proposal to contract is made, the Employer will advise the Union, as soon as possible, in advance of the A-76 cost comparison study and will meet and negotiate with the Union in accordance with existing laws concerning impact on Unit employees.

ARTICLE 36

MATERNITY AND PATERNITY LEAVE

Section 1. Employees may request sick leave, annual leave, and LWOP if incapacitated by pregnancy and confinement as established by medical authority. Absences covering pregnancy and confinement are treated like any other medically certified disability.

Section 2. Family and Medical Leave Act will be established in accordance with applicable law.

ARTICLE 37

WAGE BENEFITS

Section 1. Pay Systems

NF-III through NF-V employees will have their pay set according to the rates established by Congress for General Schedule (GS) employees. They do not receive step increases. Their pay is reviewed at least annually and a wage increase may be granted at any time.

- b. Crafts and Trades (CT). These employees occupy positions covered by the prevailing rate system established under public law. They are paid in accordance with the wage schedule issued by the DOD Wage Fixing Authority based on the appropriate locality survey. CT employees (NA, NL) occupy grades determined by their position classification and receive step increases.
- c. NF-I and NF-II employees are paid according to rates determined by the DOD Wage Fixing Authority. The appropriate pay band is determined by their position description/guide. Their pay is reviewed at least annually and a wage increase may be granted at that time.
- d. Child Development (CC). These employees will be placed in Pay Band CC-1 through CC-3. The minimum and maximum rates for these pay bands will be set according to rates established by Congress for General Schedule (GS) employees, grades GS-2 through GS-5. They do not receive step increases. Their pay is reviewed at least annually and a wage increase may be granted at any time.

Section 2. Craft and Trades employees will normally be hired at the minimum rate of the appropriate grade based upon the classification of their position. Step increases may be granted based on satisfactory performance and appropriate time in grade. The appropriate new rate is determined by the DOD Wage Fixing Authority table for the local area. Annual adjustments, if any, are determined by the locality wage survey.

Section 3. NF-II and NF-III employees will normally be hired at the minimum rate of the appropriate pay band but may be hired at any rate in the pay band upon approval of management. Pay adjustments within a pay band will normally be one to four percent. Pay adjustments between pay bands will normally be a minimum of six percent. Annual adjustments, if any, are determined by the locality wage survey.

Section 4. NF-III through NF-V and Child Development employees will normally be hired at the minimum rate of the appropriate pay band but hired at any rate in the pay band upon approval of management. Pay adjustments will normally be a minimum of four percent. Pay adjustments between pay bands will normally be a minimum of six percent. Annual

adjustments, if any, are determined by the increase given to General Schedule employees by Congress.

Section 5. The Union will be furnished a listing of the names, location and amount of all wage adjustments within Pay Bands for NF and CC employees of the Bargaining Unit. Individual recommendations by supervisors will be furnished if requested by the Union.

ARTICLE 38

NEPOTISM

Section 1. Members of the same family will not be employed in positions where a direct supervisory relationship exists. Family members will not advocate the appointment of another family member by an official having authority to take such an action. Family member shall have the definition contained in applicable regulations.

Section 2. The fact that an employee is a relative of another employee will not in itself prevent such employee from being considered for employment in the same facility so long as the relative is not in a direct supervisory position.

ARTICLE 39

EMPLOYEE BENEFITS

Section 1. Regular employees are eligible to participate in the retirement program, life insurance program and health insurance program furnished by the employer. Participation will be governed by the rules of the programs.

Section 2. Employees may utilize Non-appropriated Fund facilities in accordance with the rules established for their use by the employer. This benefit will remain in effect after the employee retires, unless mission requirements arise that preclude the use of Non-appropriated Fund programs by retirees. Suitable personal and vehicle identification will be furnished to eligible persons.

Section 3. Employees working in Non-appropriated Fund food establishments will be allowed to buy food at a discount while on duty. The amount of discount will be determined by management for each activity. Discounted food will be consumed by the employee on premise and may not be given to other persons. The amount of discounted food available will be limited to one meal for an employee during a shift and will not exceed five dollars in value.

Section 4. Employees in Non-appropriated Fund food establishments will be allowed to consume reasonable amounts of coffee and tea during lunch and breaks free of charge. Beverages will be consumed on premise and will not be given to others.

Section 5. Employees will be provided the option to participate in either the Aetna Health Insurance Program or Health Plan Southeast Program (HMO).

Section 6. All otherwise eligible employees may continue the health insurance after retirement.

Section 7. The Employer will pay 75% of the total group insurance premiums applicable to each participating Unit member.

Section 8. Shopping privileges shall be granted to all regular Non-appropriated Fund employees in accordance with the conditions that apply to BX employees under the current regulations. The Employer shall provide BX privileges only to the extent that it possess such authority.

Section 9. Civilian employees are allowed to use the installation Child Development Center (CDC) in accordance with applicable regulations. On base, licensed private family daycare providers are available on a first-come, first-served basis, The CDC will provide a referral list upon request.

Section 10. Om calendar year 2002, the Employer share will be 75 percent of the total health insurance premium.

ARTICLE 40

DURATION OF AGREEMENT

Section 1. This agreement will remain in full force and effect for three years from the date of approval by Headquarters, Air Education and Training Command. However, either party may give written notice to the other, not more than 105 days nor less than 60 days prior to the first anniversary date, of its intention to reopen and amend or modify the agreement on the first and/or second anniversary date. Additionally, it may be opened for amendment or modification shall be in writing and must be accompanied by a summary of the proposed amendment or modification.

Section 2. Either party may give written notice to the other, not more than 105 days, nor less than 60 days prior to the three year expiration date, and each subsequent expiration date, for the purpose of renegotiating this agreement. The present agreement and until such time as a new agreement is approved.

Section 3. If neither party serve notice to renegotiate this agreement, the agreement shall be automatically renewed for a three year period, subject to the other provisions of this article.

Section 4. During the duration of this agreement, either party may notify the other in writing of its desire to negotiate supplemental agreements. Supplements will be limited to changes in applicable laws and regulations from higher authority, which could affect bargaining unit employees.

Approval:

Signed this 26th day of October 1998.

//	//Signed //
Commander	Union President
325th Support Group	Local 3240, AFGE
Tyndall Air Force, Florida	

APPROVED:

No exceptions to regulations are intended to include.

Feb 11 1999

DOD Civilian Personnel Management Service

Date

Rollover of negotiated Agreement dated 11 Feb 99 between AFGE 3240 and Tyndall AFB FL approved 10 Jan 2002 by the Civilian Personnel Management Services. Amendments to contract dated 11 Feb 99 approved by the Civilian Personnel Management Services on 10 Jan 2002.

ARTICLE 23, SECTION 6

Activity	Office Symbol	Shirt #	Coveralls	Smock #	Jacket #	Hat #	ID Tag #
FSC	FSVB	5	0	0	0	0	1
	Snack Bar	5		3		2	1
	FSCF	0	0	0	0	0	1
	FSCM	5	0	0	0	2	1
	FSCO	3F - 5R	0	0	0	2	1
	FSCT	2F - 5R	0	0	0	0	1
	Auto Shop	0	AS REQ	0	0	2	1
FSV	FSVL	3-5F - 5R	0	3	0	2	1
	FSVS	3F - 5R	0	0	0	2	1
FSY	FSYC	0	0	3	0	0	1
	FSYY	5	0	0	0	2	1
F =	FLEX						
R =	REG						

Commander 325th Support Group
Tyndall AFB, Florida

Union President Local 3240 AFGE
Tyndall AFB, Florida

Approved:

No exceptions to regulations are intended to Included.

Department of Defense, Civilian Personnel
Management Service