

NONAPPROPRIATED FUND BARGAINING UNIT

# MEMORANDUM OF AGREEMENT

between

Commander, 45th Support Group  
Patrick Air Force Base, Florida

and

Local 2568  
American Federation of Government Employees

August 2001



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## PREAMBLE

Pursuant to the policy set forth in federal labor law (5 USC, Chapter 71) and subject to all applicable statutes and regulations issued by the Office of Personnel Management, Department of Defense, higher echelons within the Department of the Air Force and other Federal agencies authorized to implement such law, the following articles constitute an agreement by and between the Nonappropriated Funds Activities of the United States Air Force, Patrick Air Force Base, Florida, as described in Article 1, hereinafter referred to as the Employer, and American Federation of Government Employees (AFGE) Local 2568, AFL-CIO, hereinafter referred to as the Union.

## ARTICLE 1

### RECOGNITION AND UNIT DETERMINATION

SECTION 1. The Employer recognizes AFGE, AFL-CIO, Local 2568 (the Union) as the exclusive representative of all employees in the bargaining unit.

SECTION 2. The bargaining unit consists of all employees of the Nonappropriated Funds Activities serviced by the Human Resources Office at Patrick Air Force Base, Florida. The following employees are excluded from the unit: professional, managerial, supervisory and employees defined in 5 USC 7112(b)(2)(3)(4)(6) and (7).

SECTION 3. Disputes concerning inclusion or exclusion of any position from the bargaining unit will be referred to the Federal Labor Relations Authority for clarification/adjudication. The status of such disputed position will remain unchanged until the dispute is resolved.

## ARTICLE 2

### GOVERNING LAWS AND REGULATIONS

SECTION 1. In the administration of all matters covered by this Agreement, the Employer, the Union, and employees are governed by existing or future laws and the regulations of appropriate authorities; by published agency policies and regulations in existence at the time this Agreement is approved and which are not otherwise in conflict with this Agreement.

SECTION 2. Except as provided by Section 1, to the extent that any provision of any future regulation conflicts with this Agreement, such provision may be applied in the unit, upon mutual consent of the Parties. The bargaining rights of the Parties regarding

future regulations which do not conflict with this Agreement will be conducted in accordance with 5 USC 71.

SECTION 3. The Employer and the Union shall comply with all applicable agency regulations governing personnel policies and practices, and general conditions of employment.

SECTION 4. Upon mutual agreement, all time frames within the Agreement may be extended.

### ARTICLE 3

#### NEGOTIATING CHANGES TO CONDITIONS OF EMPLOYMENT

SECTION 1. Matters appropriate for negotiation between the Employer and the Union are personnel policies and practices and matters affecting working conditions of employees in the unit, which are within the discretionary authority of the Employer.

SECTION 2. In advance of making a change, or publishing any directive which makes a change, to existing benefits, practices, and understandings which are appropriate subjects for negotiation and which are not specifically covered by this Agreement, the Employer will notify the Union and provide them an opportunity to request bargaining over the change.

SECTION 3. Discussions or meetings will be conducted at a mutually agreed upon time, during the participants' regular workday whenever possible.

### ARTICLE 4

#### RIGHTS AND RESPONSIBILITIES OF THE EMPLOYER

SECTION 1. Nothing in this Agreement shall affect the authority of the Employer to determine the mission, budget, organization, number of employees, and internal security practices.

SECTION 2. The Employer retains the right, in accordance with applicable laws and regulations:

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

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

c. with respect to filling positions, to make selections for appointments from (1) among properly certified candidates for promotion, or (2) any other appropriate source; and

d. to take whatever actions may be necessary to carry out the agency mission during emergencies.

SECTION 3. Consistent with Executive Order 12871, nothing in this Article shall preclude the Employer and the Union from negotiating on the number, 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 doing work.

SECTION 4. The right to make rules and regulations shall be considered an acknowledged function of the Employer. In prescribing regulations relating to personnel policies and practices and working conditions, the Employer shall have due regard for the obligation to meet, confer, and/or negotiate to the extent not inconsistent with any Federal law or government-wide rule or regulation.

## ARTICLE 5

### EMPLOYEE RIGHTS

SECTION 1. Employees have 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. Consistent with federal labor law, the right to assist a labor organization extends to participation in the management of the organization and acting for the organization in the capacity of an organization representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority. The Employer shall take the action required to assure that employees in the unit are apprised of their rights under federal labor law, and that no interference, restraint, coercion, or discrimination is practiced within the unit to encourage or discourage membership in a labor organization.

SECTION 2. The rights described in this Article do not extend to participation in the management of a labor organization or acting as a representative of such an organization by a supervisor, consistent with federal labor law, 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. For the purpose of determining whether or not an employee may participate in the management of the Union, a Work Leader shall not be considered a supervisor, unless otherwise determined by the Department of Labor.

SECTION 3. In addition, this Agreement does not preclude employees, regardless of labor organization membership, from bringing matters of personal concern to the attention of an appropriate official nor from exercising appeal rights established under applicable law, rule, regulation, or established Air Force policy; or from choosing their own representative in an appellate action. Selection of a representative in a grievance is governed by the negotiated grievance procedure in this Agreement.

SECTION 4. 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 deductions. The requirements of this Section shall apply to all supplemental, implementing, subsidiary, or informal agreements between the Employer and the Union.

## ARTICLE 6

### RIGHTS OF THE UNION

SECTION 1. The Union as the exclusive representative of all the employees in the unit, is entitled to act for and to negotiate agreements covering all employees in the unit. It is responsible for representing the interests of all employees in the unit without discrimination and without regard to labor organization membership.

SECTION 2. The Employer recognizes the right of the Union to discuss or meet with the Employer on personnel policies and practices and other matters affecting working conditions which are of interest to the employees in the unit.

SECTION 3. The Employer will give the Union an opportunity to be represented at formal discussions between management and employees or employee representatives concerning personnel policies and practices or other matters affecting general working conditions of employees in the unit. The right of the Union observer to be present during such discussions shall be subject to necessary requirements as to security and confidentiality of information.

## ARTICLE 7

### UNION REPRESENTATION

SECTION 1. The Employer agrees to recognize the officers and stewards duly appointed or elected by the Union. The Union agrees to keep the Employer advised in writing of the names of its officers and stewards. The Employer will distribute the listing

to managers and supervisors and will post it where employment information is normally maintained.

SECTION 2. The Union agrees to make every reasonable effort to ensure that its officers and stewards are fully trained in the administration of this Agreement.

SECTION 3. The Parties acknowledge that it is desirable to solve problems at the lowest possible level by the persons directly concerned. If the matter for consideration affects the bargaining unit as a whole, necessary discussion will be between the Union President and the Human Resources Officer, or their designees.

SECTION 4. The Union agrees that its officers and stewards will guard against the use of excessive time in performing duties considered appropriate in this Agreement.

SECTION 5. Consistent with federal labor law, Union officers, stewards and representatives who are unit employees will be allowed to engage in appropriate representational activities in a pay status if otherwise in a duty status.

SECTION 6. Union officers, stewards, and representatives will request permission from their immediate supervisor, if available, or the next higher available supervisor, if they wish to leave their assigned duties for the purpose of performing authorized representational activities.

a. The supervisor's permission will normally be granted except when workload precludes such release. The supervisor will release the employee at the earliest practical time.

b. Prior to leaving his/her work site for representation matters or meetings, each officer or steward shall obtain a copy of the representational form contained in Appendix 1 to this Agreement from his/her supervisor. The completed representational form will be returned to the officer's or steward's supervisor upon return to his/her work site.

SECTION 7. In order to establish a distinction between its official and non-official Government activities, the Union's activities concerned with internal management, such as membership meetings, campaigning for and nomination of officers, and other internal Union functions, will be conducted outside the assigned working hours of the employees concerned.

SECTION 8. Meetings between supervisors and employees, which are not investigatory interviews or formal discussions, do not require Union representation. Examples include routine conversations on performance counseling.

## ARTICLE 8

### HOURS OF WORK AND BASIC WORKWEEK

SECTION 1. The administrative workweek shall consist of a period of seven (7) consecutive calendar days beginning at 0001 hours each Sunday and ending at 2400 hours the following Saturday.

SECTION 2. Tours of Duty. The tour of duty is the work schedule of those days of the week and hours of the day that an employee is required to be on duty. The tour of duty is at least two hours and not more than 8 hours on a regular basis. Tours of duty will be scheduled and posted two weeks in advance and will cover a period of at least one (1) administrative workweek. Supervisors may make exception to this requirement when circumstances make advance scheduling impossible. Employees may be subject to "On Call" work in addition to hours posted on the schedule. Tours of duty are defined as:

a. Regular Tour of Duty. A regular tour of duty is established, when possible, for the same days of the week and hours of the day.

b. Uncommon Tour of Duty. An uncommon tour of duty is one which involves or includes evenings, weekends, holidays, or shift work.

c. Rotating Tour of Duty. A rotating tour of duty is a scheduled tour of duty that rotates on a regular basis between shifts, different hours of the day, or different days of the administrative workweek, without a change in guaranteed hours.

SECTION 3. If a regular tour of duty will seriously handicap the performance of a function or would result in substantially increased cost, rotating or uncommon tours may be established. The Employer will notify the Union when there is a permanent change from a regular to an uncommon or rotating tour of duty. When a rotating or uncommon tour of duty is established, employees will be given equitable treatment in regard to assignments involving Saturday, Sunday, holidays and night duty. The necessity for a rotating or uncommon tour of duty will be explained to employees of positions involving such tours.

SECTION 4. Tours of duty shall not be changed or adjusted solely to avoid the obligation for granting leave, or payment of overtime, shift differential, or premium pay for a holiday. This provision does not preclude the practice of using flexible employees to perform duties as replacements for regular employees who are scheduled to observe the holiday.

SECTION 5. An employee shall normally be granted a minimum of eight (8) hours between shift assignments on scheduled tours of duty.

SECTION 6. If it is necessary to have an off-duty period between two portions of a daily tour of duty, the employee will be completely free during such an off-duty period. The length of the off-duty period should be kept to a minimum.

SECTION 7. Insofar as is consistent with good business practices, the daily tour of duty shall be established in terms of full hours. When fractional hours are required, the daily tour will be expressed in full-hour and quarter-hour multiples.

SECTION 8. Within the administrative workweek, the guaranteed workweek is the minimum number of hours the employee is scheduled to work. The guaranteed workweek will not exceed 40 hours, exclusive of meal times. The Employer will establish a guaranteed workweek for each regular employee. This will not be less than 20 hours and not more than 40 hours for each regular employee. When operationally feasible, the work schedule will be scheduled over a period of five (5) consecutive days, it will not include more than six (6) consecutive days during the administrative workweek, and the days off will be consecutive. The current guaranteed workweek of bargaining unit employees will not be adversely affected by this section.

SECTION 9. Flexible employees may work from zero to 40 hours per week, based on the needs of the activity. They may work on an intermittent or regularly scheduled basis. If a flexible employee works 56 or more hours per pay period for six consecutive pay periods, and the basis for the increased hours of work is not temporary in nature, e.g., replacement for hire lag; seasonal workload; extended leave; or irregular banquet functions, then he/she will be converted to regular category if he/she requests such conversion. Upon request, the Union will be provided an explanation if a flexible employee has exceeded these hours. On a quarterly basis, upon written request, the Union will be provided the Report of Hours Worked produced by the NAF Payroll Office.

SECTION 10. The calendar day on which a shift begins is considered the workday even though the work schedule extends into the next calendar day or the following administrative workweek.

SECTION 11. If it becomes necessary to call employees back to duty, supervisors may designate employees to be available for such on-call duty. If more than one employee possesses a required skill, designations will be made on an equal rotating basis. The requirement that they make themselves available for on-call duty ordinarily will not extend beyond the requirement that they are reachable by telephone. Employees who are on call must be able to report for duty within 30 minutes from the initial request. This includes the requirement to be in proper uniform and precludes consumption of alcoholic beverages while on call.

SECTION 12. The designation of employees to be available for on-call is not a basis for additional compensation. Additional compensation will be paid if the employee is required to remain at his duty post, with his time and activity under the control of the employing activity.

SECTION 13. Time spent in the performance of assigned incidental duties directly connected with the performance of a given job is included in the daily schedule of working hours. This includes time spent in travel, which is an inherent part of, and vital to the work itself, such as picking up vehicles or tools which are remote from the time clock or work site. Travel from home or lodging to and from place of work is not considered work time, nor is time to change uniforms except where the uniforms are required to be picked up at the beginning of and turned in at the end of each shift. Employees are expected to report to their work sites in the prescribed uniform, and be ready to work or to obtain required work related equipment, at the start of the tour of duty.

SECTION 14. Appropriate time and attendance record keeping is essential to ensuring accurate and timely pay of employees. The Parties agree that the existing automated time keeping system is the official time and attendance record. The Parties also agree that the employee bears the responsibility to properly clock in at the beginning of a scheduled shift and clock out at the end of the scheduled shift. An employee who fails to clock in or out may be required by the Employer to establish by verifiable means the time of arrival or departure from work.

SECTION 15. As determined by the supervisor, employees may be given a reasonable amount of time to change clothes at the beginning and end of the workdays and to clean up prior to a meal period and at the end of the workday. In the same manner, a reasonable amount of time will be allowed employees for the storage, cleanup and protection of Government property, equipment and tools prior to the end of the workday.

SECTION 16. A short rest period, not exceeding 15 minutes during each 4 hours continuous work, will be granted when the supervisor determines it is justified. Such a rest period must not be scheduled in conjunction with a meal period or the beginning or end of the work shift. Criteria to be followed in determining whether rest periods are justified are:

- a. Protection of employee's health by relief from hazardous work or work which requires continual or considerable physical exercise.
- b. Reduction of accident rate by removal of the fatigue potential.
- c. Work in confined spaces or in areas where normal personal activities are restricted.
- d. Possible increase in, or maintenance of, high quality or quantity production attributable to the rest period.

## ARTICLE 9

### OVERTIME

SECTION 1. The Employer will distribute overtime opportunities fairly and equitably on an hourly basis to all employees in the work group or crew. First consideration for overtime shall be given to those employees who are currently working on the assigned job. Second consideration will be given to those other employees from the same organizational element who are qualified to do the job where the overtime is required. To facilitate equitable distribution of overtime, the supervisor will maintain a roster on a calendar year basis, showing when and by whom overtime was performed. Employees relieved of overtime, upon their request, will be considered the same as if the employee had worked. All employees' overtime will revert to zero at the beginning of the calendar year. An employee on approved leave prior to the scheduled overtime work will retain his or her position on the overtime roster.

SECTION 2. The Employer will, upon reasonable request, relieve an employee from an overtime assignment provided another employee, as determined by the supervisor to be the most capable from those who regularly perform the work, is available and willing to work. An employee who is offered the opportunity to work overtime and declines such work will initial the work schedule indicating the declination. Overtime records will be maintained by the Employer in accordance with applicable law and regulation, and will be available to the employee or Union upon reasonable written request.

SECTION 3. When employees are required to work overtime at the end of a regular shift in excess of 4 hours, the Employer may grant a non-paid meal period, subject to the circumstances, as determined by the supervisor.

SECTION 4. Compensatory time in lieu of overtime pay will not be permitted other than as provided in the Fair Labor Standards Act; Title 5, USC; and AFM 34-310.

SECTION 5. Scheduled employees will be paid a minimum of 2 hours overtime for all call-back overtime work.

## ARTICLE 10

### FEDERAL HOLIDAYS

SECTION 1. Eligible employees shall be entitled, in accordance with applicable regulations, to holiday benefits for all Federal holidays, and all days designated as holidays for leave and pay purposes by Executive Order.

SECTION 2. Holidays as determined above will be observed as non-workdays in accordance with AFMAN 34-310, Chapter 18.

SECTION 3. In accordance with applicable regulations, eligible employees shall receive their scheduled rate of pay plus any appropriate shift differential for the number of hours scheduled to work on the day the holiday falls or the day the employee is excused with pay from work.

SECTION 4. An eligible employee who works on a holiday within his/her basic workweek shall receive the basic rate of pay for the number of hours scheduled to work on that day IAW Section 3 above, plus basic rate of pay for the number of non-overtime hours worked on a holiday. Hours worked in excess of 8 are paid at the applicable overtime rate.

SECTION 5. Eligible employees will not be required to work on a holiday solely to avoid overtime work that otherwise would be performed on a day outside the basic workweek.

## ARTICLE 11

### LOCALITY WAGE SURVEYS

SECTION 1. It is agreed and understood that provisions and regulations issued in the Federal Personnel Manual (FPM) on the Federal Wage System (FWS) for Nonappropriated Fund (NAF) Employees and by the DOD Wage Fixing Authority (DODWFA) (NAF) shall be adhered to by the Parties to this Agreement.

SECTION 2. The Employer shall notify the Union promptly when advised by higher authority regarding the start of an official wage survey for the area.

SECTION 3. It is understood that employees in the unit who serve on a local Wage Survey Committee or as data collectors shall be considered as on official assignment and will continue to receive their regular rate of pay.

SECTION 4. The Chairperson of the Wage Survey Committee, upon receipt of new pay schedules, will provide copies to the Union prior to general distribution.

## ARTICLE 12

### SICK LEAVE

SECTION 1. Sick leave is for absences due to illness, injury, examinations and treatment by a physician, exposure to a contagious disease, or illness of a family member with a contagious disease.

SECTION 2. Eligibility. Sick leave is earned by all regular employees while in a pay status, excluding overtime. There is no qualifying period for the crediting of sick leave.

SECTION 3. Sick Leave Accrual. Sick leave is earned at the rate of 5 percent times the hours in a pay status, excluding overtime, up to a maximum of 40 hours per week, or 80 hours per biweekly pay period.

SECTION 4. Time of Crediting. Sick leave is credited to the employee's individual leave record at the end of the period in which it is earned.

SECTION 5. Accumulation of Sick Leave. There is no limit on the amount of sick leave an employee may accumulate and carry forward from one year to another. All accumulated sick leave is carried in the employee's leave record until it is used by the employee, or until the employee separates from employment.

SECTION 6. Payment for Accumulated Sick Leave. Payment for unused sick leave is not made to an employee under any circumstances. Sick leave hours are credited toward retirement if an employee retires from NAF employment under the NAF retirement program.

SECTION 7. Requesting Sick Leave. Employees should submit requests for sick leave on SF-71. Sick leave is taken in 15-minute increments, not to exceed 8 hours per day, or 40 hours per week. An employee is paid sick leave only for those hours scheduled to work for the day or week during which the absence occurs.

SECTION 8. Granting Sick Leave.

a. Sick leave for examinations and treatment by a physician that can be prearranged, is requested in advance. Supervisory approval must be granted before it is taken. Sick leave for other absences, which are not known in advance, is requested as soon as possible after an employee's scheduled shift begins (within the first hour or two).

b. Sick leave of more than three consecutive workdays should be supported by a medical certificate. If the employee was not attended by a physician, the employee's certification showing satisfactory evidence of incapacitation for duty may be accepted. In cases of extended illnesses, medical certificates are not required more frequently than every 2 weeks. Where evidence does not justify the approval of sick leave, the absence may be charged to annual leave, LWOP with the employee's consent, or absent without leave (AWOL).

c. Sick leave due to exposure to a contagious disease must be supported by a medical certificate. An employee who requests sick leave because a family member has a contagious disease must present evidence to show that the family member requires the employee's care and attendance, as well as the fact that the disease is one that requires quarantine or isolation.

d. Sick Leave Abuse. If there is reason to believe an employee is abusing sick leave, the supervisor is encouraged to follow the following procedures:

(1) The supervisor advises the employee that he or she has a questionable sick leave record, why the employee is suspected of abuse, and if the record does not improve, a medical certificate may be required for each future absence on sick leave.

(2) If this does not bring about an improvement in the record, the employee is notified in writing that all future requests for sick leave must be supported by a medical certificate.

(3) A written notice of abuse of sick leave is not issued when the absences claimed on sick leave are documented with medical certificates showing incapacity to perform duties of the position.

SECTION 9. Advancing Sick Leave. Except in cases of serious illness or disability, advanced sick leave is not granted. In cases of serious disability, illness, incapacitation, or confinement for childbirth, employees may be advanced up to 30 days of sick leave.

a. In granting advanced sick leave consider: the employee's prior sick leave history; annual leave versus sick leave balance history; length of continuous employment; and whether all accumulated sick leave to the employee's credit is exhausted. Also consider requiring the employee to use any annual leave which is subject to forfeiture.

b. Employees submit applications for advanced sick leave on SF-71. Applications must be supported by medical documentation signed by a physician, and must include a statement indicating the date the employee is expected to return to normal duties.

c. When it is known that the employee is to be retired or otherwise separated, the total advance may not exceed an amount which can be liquidated by accrual before separation.

(1) Advanced sick leave is not granted if it is considered likely that the employee will not return to duty for a sufficient period of time to repay the advanced leave.

(2) Advanced sick leave is liquidated automatically, but repayment is not required when separation is because of death, resignation for disability supported by acceptable medical documentation, or disability retirement.

d. An unliquidated advance is carried forward from pay period to pay period and from one leave year to the next until liquidated by subsequent accrual. Upon employee request, advanced sick leave is liquidated by a charge to an equivalent amount of annual leave. When an employee separates from federal service before liquidating the advance, the balance is liquidated in the following order, by:

(1) charge against available annual leave,

(2) setoff against earned salary.

SECTION 10. Supervisors coordinate their decisions to approve or disapprove requests for advanced sick leave with the HRO to ensure consistent application of leave policies.

SECTION 11. Substitution of Sick Leave for Annual Leave. If illness occurs during a period of annual leave, approved sick leave may be substituted for annual leave.

SECTION 12. Transferring Sick Leave. When an employee is reemployed by another DoD Activity within 180 days following separation, sick leave hours are transferred by the losing Activity to the gaining Activity. No transfer of funds is made for sick leave hours transferred. If the individual retired from the losing Activity and received service credit for unused sick leave, no transfer is made.

SECTION 13. Re-crediting Sick Leave. Employees who change employment category to an ineligible category, and then are changed back to an eligible category have sick leave hours re-credited without time limitation.

a. When an employee changes from a regular to a flexible employment category, the number of sick leave hours to the employee's credit are recorded on the SF-1150 and filed on the right-hand side of the employee's OPF.

b. If, at a later date, and while the employee is at the same installation, this employee changes back to a regular employment category without a break in service, all sick leave recorded in the OPF on the SF-1150 from the previous change to flexible, is re-credited to the employee's leave record.

c. The AF Form 2545 documenting the change to regular employment category includes the remark, "Employee entitled to re-credit of \_\_\_\_\_ hours of sick leave." A copy of the SF-1150 documenting the re-creditable sick leave hours, is attached to the AF Form 2545 that is forwarded to the NAF AO.

d. The employing Activity after the change to regular employment category is effective, absorbs all costs associated with the re-credited sick leave.

SECTION 14. Sick Leave for Adoption.

a. Sick leave is justified for an activity that is necessary to allow an adoption to proceed. The following adoption-related activities are covered: (1) appointments with adoption agencies, social workers, and attorneys; (2) court proceedings; and (3) required travel to and from justified adoption-related activities.

b. There is no provision to permit use of sick leave by birth parent(s) or adoptive parent(s) who choose, on their own, to be absent from work to bond with a birth or adoptive child. However, if a court or adoption agency requires, in writing, that the adoptive parent(s) take a specified period of time off to care for or bond with the child, sick leave can be granted.

c. There is no specific limitation on the number of sick leave hours that can be requested and taken for adoption purposes. However, an employee may not take more hours than are accrued and available in the employee's sick leave account.

d. Requests for sick leave for adoption purposes are made using SF-71, Request for Leave, are submitted in advance, and are subject to the approval of the supervisor or designated leave approving official.

## ARTICLE 13

### ANNUAL LEAVE

SECTION 1. Annual leave is earned by regular employees in accordance with applicable regulations and is used subject to workload requirements and reasonable advance notice being given the leave approving supervisor. Requests for annual leave for emergency reasons will be considered on an individual basis. Approval of annual leave will be based upon factors which are reasonable and equitable.

SECTION 2. Leave approving officials will prepare tentative annual leave schedules for the leave year no later than 31 January. When 2 or more employees request annual leave for the same period of time and work requirements prohibit approval of all requests, those employees will decide among themselves on alternate dates to request leave. If no agreement can be reached among the affected employees, the leave service computation date (SCD) will be considered for granting first choice. Those employees given first choice based on the leave SCD will not have first choice consideration for subsequent requests for the balance of the leave year. Once an employee has scheduled leave, approval of a change will not be granted if doing so would disrupt another employee's scheduled leave.

SECTION 3. Annual leave must be approved in advance. The employee requests annual leave by submitting an official leave request to his/her supervisor. When the Employer finds it necessary to cancel previously approved leave, the reasons for such action will be given in writing to the affected employee.

SECTION 4. When illness occurs during a period of annual leave, the period of illness may be charged to sick leave, if requested, and the charge to annual leave reduced accordingly, provided the application for sick leave is supported by a medical certificate or the employee's certification acceptable to the Employer.

SECTION 5. In case of transfer of an employee from one Activity to another Activity, previously scheduled annual leave shall be discussed with the new supervisor for confirmation or rescheduling as necessary.

SECTION 6. If, for any reason, the Employer schedules a shutdown of operations affecting the employees within an Activity, every effort will be made to provide work for employees not having annual leave to their credit. If work cannot be provided for such employees, the Employer agrees to advance annual leave, to the maximum extent allowed by regulations, to eligible employees.

SECTION 7. Any employee applying for leave to participate in the observance of a religious holiday associated with the religious faith of the employee will be granted such leave unless such leave causes an undue interruption to work.

SECTION 8. Supervisors and employees have a shared responsibility to schedule and use all annual leave that would otherwise be lost for that leave year because of the restrictions on annual leave carryover.

## ARTICLE 14

### LEAVE WITHOUT PAY (LWOP)

SECTION 1. Leave without pay (LWOP) may be granted when requested for reasons acceptable to the Employer. The Activity Manager is the approving authority for LWOP up to and including 30 days. The Services Squadron Commander is the approving authority for LWOP over 30 days. LWOP will not exceed one year except for military service or absences connected with an on-the-job injury or illness for which Workers' Compensation is being received. A regular employee is entitled to LWOP for up to 150 calendar days in order to avoid a break in service when resigning from his/her position due to an employer's transfer of the head of household if the regular employee is the family member of either:

- a. a military member who is head of household;
- b. a federally employed person who is the head of household, or,
- c. a non-federally employed person who is the head of household, (hereinafter referred to as "sponsor").

SECTION 2. Employees returning to duty from approved LWOP will be granted such rights, privileges and benefits to which they are entitled in accordance with applicable regulations.

## ARTICLE 15

### EXCUSED ABSENCES

SECTION 1. Employees may be excused for infrequent tardiness of less than one hour, at the beginning of their work shift, due to circumstances beyond their control.

SECTION 2. When the Employer suspends operations due to severe weather conditions, managerial reasons, or emergency situations, the Employer may excuse employees for the remainder of the current shift without charge to leave or loss of pay. Administrative and forced leave will be administered in accordance with AFMAN 34-310, Chapter 14. The Employer will give priority to finding an alternative work location, before excusing employees or scheduling them for leave.

SECTION 3. Excused Absences. Excused absence is an administratively authorized absence from duty without loss of pay or charge to leave. Excused absence differs from administrative dismissal in that it normally addresses individual employees excused for non-mission-related emergency reasons, or for reasons the government encourages such as voting, etc.

SECTION 4. Absence for Brief Periods or Tardiness. Unavoidable absence of less than 1 hour, and brief periods of tardiness may be excused by the supervisor for adequate reasons.

SECTION 5. Absence for Voting or Registration.

a. Activities maintain up-to-date information as to voting hours in all political subdivisions in which their employees reside. This information is made available to employees, because it is used as the basis for determining the amount of excused absence granted to employees.

b. Subject to workload requirements, employees requesting time off to vote may be excused without charge to leave for the amount of time necessary to permit them to report to work 3 hours after the polls open or to leave work 3 hours before the polls close, whichever requires the least amount of time off. No time off is granted if the polls are open either 3 hours before or 3 hours after the employee's regular duty hours.

c. Employees voting in jurisdictions where registration in person is required are granted time off to register on substantially the same basis as for voting. However, no time off is granted without charge to leave if the employee can register on a nonworkday and round trip travel can reasonably be accomplished in 1 day.

SECTION 6. Blood Donations. Employees are encouraged to volunteer as blood donors for unpaid donations. Subject to workload requirements, an employee may be excused without charge to leave for the time necessary to donate blood, for

recuperation following the donation, and for necessary travel to and from the donation site. The maximum time allowed without charge to leave is 4 hours.

## ARTICLE 16

### OFFICIAL RECORDS AND FILES

SECTION 1. No personnel record may be collected, maintained, or retained except in accordance with law, government-wide regulations, AFM 34-310, and this Agreement. The Supervisor's Employee Work Folder, a.k.a. "971 Folder", is confidential, will be viewed by or disseminated to officials/employees only with a legitimate need to know, and will be retained in a secure location at the employee's work center. Official Personnel Folders are maintained in the Human Resources Office.

SECTION 2. An employee has the right to be informed about records that are maintained about him/her and are filed in a system of records, under his/her personal identifier (e.g., social security account number). With a reasonable amount of advance notice, employees and/or their authorized representatives will be granted a reasonable amount of time to examine any of their personnel records on duty time in the presence of a management official. Upon request, an employee may also have a copy made of such records, in accordance with pertinent, governing regulations.

SECTION 3. An employee will be allowed to enter into his/her AF Form 971 file additional information or documents, within reason, that are appropriate, relevant, work-related and that are not in violation of law or regulations.

SECTION 4. Access to personnel records of the employee by the employee and/or the authorized representative normally will be granted within two (2) working days of the request if such records are maintained on the premises in which the employee is located and are immediately available. If the records are not so maintained as available, the Employer will initiate prompt action to obtain the records from their location.

SECTION 5. Supervisors may retain personal "supervisory" notes commonly called memory joggers. All of the following conditions must exist for the notes to be considered memory joggers. The notes must be:

- a. retained as a memory aid by the supervisor, not passed on to his/her successor;
- b. for the supervisor's personal use; and
- c. retained or discarded at the supervisor's discretion.

These notes are considered mere extensions of the supervisor's memory and are not subject to the Privacy Act. However, if any of the conditions are broken, these notes

are no longer mere extensions of the supervisor's memory and become records subject to the Privacy Act.

These personal notes or memory joggers will not be used to circumvent proper disclosure to the employee(s); nor may they be used to retain information that should properly be contained in a system of records such as the Supervisor's Employee Work Folder. The personal notes will be kept or destroyed as the supervisor who wrote them sees fit.

## ARTICLE 17

### EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. The Employer and the Union agree to support Air Force policy that their actions must be accomplished in a manner that is free from discrimination and provide equal opportunity and treatment for all employees, regardless of race, color, religion, sex, national origin, age, handicapping condition, marital status, or political affiliation.

SECTION 2. The Union agrees to support the Employer's efforts to attain affirmative employment goals and to maintain policies which will assure equal opportunity and treatment for all employees.

SECTION 3. The Union agrees to support the Employer's efforts to utilize skills of employees including redesigning jobs where feasible to provide on-the-job training, work study programs and other training activities that will promote equal employment opportunity.

SECTION 4. The Employer agrees to recognize and appoint to the EEO Advisory Committee an employee representative from the Union, to serve at the will of the 45SW Commander as a special member of the Committee with all applicable rights and privileges.

SECTION 5. Each party agrees to promptly advise the other of potential EEO problems that may impact bargaining unit employees. The Parties will jointly seek solutions to such problems through personnel management procedures and programs provided in this Agreement and other pertinent regulations.

SECTION 6. A complainant has the right under the Agency discrimination complaint procedure to be accompanied, represented and advised by a representative of his/her choice during any stage of the complaint proceedings, including the counseling stage. The representative must be designated by the complainant in writing and may be changed by written notification to the Chief EEO Counselor. Regulatory guidelines restricting employees who may not be employee representatives must be observed.

## ARTICLE 18

### CONDUCT AND DISCIPLINE

SECTION 1. The Parties agree that the objective of discipline is to correct and rehabilitate, consistent with AFMAN 34-310. Bargaining unit employees will be the subject of disciplinary action only for just cause. The Parties agree that primary emphasis and efforts will be placed on preventing situations requiring disciplinary actions through effective employee-management relations and labor-management partnership.

SECTION 2. Activity managers and supervisors, in the exercise of their leadership responsibilities, will endeavor to act in such a manner that will reflect that the maintenance of discipline and morale among their employees is essential to the efficiency of the work force. Where disciplinary action is necessary, it will be administered promptly, reasonably, and without discrimination. Penalties imposed shall be based on just cause and be consistently applied equitably and promote the efficiency of the Federal service. Considering all surrounding circumstances, the principle of "like penalties for like offenses" shall be followed. Discipline will be administered in private, in order to avoid embarrassment to the employee and coworkers.

SECTION 3. Disciplinary actions include:

- an Oral Admonishment
- a Memorandum of Reprimand
- a Termination (flexible employees only)
- a Suspension (regular employees only)
- a Removal (regular employees only)
- in some cases, a Demotion (Reduction in Grade or Pay Band) (regular employees only)

a. Oral Admonishment. An Oral Admonishment is a discussion between a supervisor and an employee during which the supervisor informs the employee that he/she is being disciplined by an Oral Admonishment. On the date of the Admonishment, the supervisor will make a notation, in pencil, on the AF Form 971, which includes the words "Oral Admonishment", the effective date, and a notation that the employee has been advised of the Admonishment. This notation is deleted 1 year after the date of the Admonishment.

b. Memorandum of Reprimand. A Memorandum of Reprimand is a formal disciplinary memorandum issued by a supervisor to an employee. It should give clear warning that a subsequent misconduct could result in more severe disciplinary action. If the supervisor issues a Memorandum of Reprimand, it will be removed from the file and destroyed after 2 years. The Memorandum of Reprimand may be removed after 1 year at the discretion of the supervisor.

c. Termination. If the supervisor decides to terminate a flexible employee, the supervisor notifies the employee in writing. The employee is provided advance notification of at least 48 calendar hours.

d. Suspension. A Suspension is an action that involuntarily places a regular employee in a nonpay, nonduty status. It is a significant disciplinary action, is ordinarily the final step in the disciplinary process before Removal action is taken, and is accompanied by a warning to the employee that further misconduct could result in Removal. Express periods of Suspension in calendar days.

e. Removal. A Removal is an involuntary separation of a regular employee from AF NAF employment.

f. Demotion (Reduction in Grade or Pay Band). A Demotion is a reduction in a regular employee's grade or pay band.

SECTION 4. Disciplinary Action Procedures for Suspensions, Removals, and Demotions. If a supervisor proposes to either suspend, remove or demote a regular employee, he/she adheres to the following procedures: i.e., he/she presents the employee with a Notice of Proposed Action, and gives the employee an opportunity of at least 14 calendar days to respond to the proposal. The Notice of Proposed Action will include the right of the employee to have Union representation.

SECTION 5. Notice of Decision. A written Notice of Decision is issued to the employee regardless of whether or not Management receives the employee's response to the Notice of Proposed Action, or even if a decision is made to cancel the proposed action or take a lesser action than originally proposed. The Notice of Decision will include the right of the employee to file an appeal or a grievance in accordance with this Agreement, as appropriate.

SECTION 6. The Parties recognize that disclosure of pertinent facts, and mitigating and extenuating circumstances are necessary to ensure that disciplinary actions are appropriate. The employee is responsible to promptly provide his/her supervisor any information, circumstances, or documentation that is pertinent to the situation. The employee bears the cost, if any, related to obtaining and providing such information. Any information relative to a proposed disciplinary action will be made available to an employee's representative so designated in writing, upon request from that employee or representative. In an investigatory interview, the employee has a right to a Union representative when he/she believes disciplinary or adverse action may result from his/her disclosures during such meeting and requests such representation. If the interview is a formal discussion, the Union will receive notice and an opportunity to be present.

SECTION 7. The Parties agree to cooperate in discouraging managers, union officials, and employees from making threatening, malicious, or coercive statements to or about others, either directly or indirectly.

SECTION 8. The supervisor will advise the employee when a negative entry concerning conduct or work performance has been made on the AF Form 971, as a part of the continuing effort to correct and rehabilitate rather than punish and penalize employees. The entry will be initialed by the employee. Should the employee refuse to initial, the supervisor will note that fact on the AF Form 971 and notify the appropriate Union official.

## ARTICLE 19

### PROMOTION AND PLACEMENT

SECTION 1. The Employer retains the right to determine those vacant positions to be filled. The Employer will, to the maximum extent possible, utilize the skills and talents of its employees. The Parties agree that merit promotion principles apply to all employees.

SECTION 2. Vacancy announcements will be posted on official bulletin boards for a minimum period of 10 calendar days. The Employer agrees to furnish a copy of announcements to the Union.

SECTION 3. When vacancies are announced, employees interested in applying for consideration must complete and submit an AF Form 2550, NAF Application for Promotion, or a locally devised form agreed upon by both Parties, to the HRO. Employees will be responsible for keeping their application on file current.

SECTION 4. Employee concerns or complaints.

a. Employees who believe that their documented experience was not properly credited under governing qualification standards, or the provisions of this Article were not otherwise followed and they were deprived of appropriate and just promotional consideration, shall initially discuss their concern or complaint with a staff specialist in an effort to obtain an informal resolution. If no resolution can be made satisfactory to the employee, the employee may then grieve under the grievance procedures in this Agreement.

b. Nonselection from a group of properly certified candidates is not a basis for formal complaint or grievance.

SECTION 5. Employees selected for promotion will be released from their positions promptly. Normally, a release shall be granted within 15 calendar days after notice of selection to the losing supervisor. Losing and gaining supervisors may agree upon an extension of not more than 10 additional days to train a replacement or for other

emergency needs. In no case will the employee's release date be conditioned upon ability to obtain a replacement.

SECTION 6. An employee may be promoted noncompetitively when his or her position is upgraded through normal job growth, to correct a classification error, or to comply with a new classification standard. Temporary promotions may be made noncompetitively for a period not to exceed 6 months.

SECTION 7. A temporary promotion may be made when the services of an employee in a higher grade position are needed temporarily and the employee is fully qualified for the assignment. It may be used, for example, during the extended absence of an incumbent, to fill a vacancy until a permanent appointment is made, or to assume responsibility of an increased workload for a limited period.

## ARTICLE 20

### POSITION CLASSIFICATION

SECTION 1. The position guide and position description will be accurate and concise as to the principle duties and responsibilities of the assigned position.

SECTION 2. It is the responsibility of the supervisor, with the cooperation of the employee, to maintain a current position description or position guide of the employee's basic duties.

SECTION 3. Prior to the application of new classification standards, the Employer agrees to notify and give the Union the opportunity to discuss their application where a grade change will occur to a position within the bargaining unit.

SECTION 4. The phrase "other duties as assigned" or "other related duties" as used in position descriptions or position guides, means duties related to the basic job. These phrases will not be used to regularly assign work to an employee which is not reasonably related to the basic job description. These phrases will not be interpreted as limiting the authority of the supervisor to require employees to perform emergency unrelated duties.

SECTION 5. The Employer will provide to the Union a copy of a revised position guide or position description.

SECTION 6. Position classification appeals will be in accordance with AFMAN 34-310, Chapter 17.

## ARTICLE 21

### PERFORMANCE EVALUATION

SECTION 1. The Parties agree that the major purpose of establishing performance standards is to identify standards against which an employee's performance is evaluated. Performance standards are established in writing on the position guide. The supervisor will provide to the employee a copy upon entry into the position, and whenever changed. The supervisor will annotate on the AF Form 971 that performance standards have been reviewed with the employee.

SECTION 2. The annual performance evaluation cycle for all employees is 1 October through 30 September. Employees with less than 90 days in the position are not evaluated until at least 90 days is completed. Each employee will be given a copy of the completed performance evaluation. The evaluation will be discussed with the employee and a copy maintained in the Supervisor's Employee Work Folder.

SECTION 3. The performance of each employee serving a probationary period will be observed on a continuing basis by the immediate supervisor. During this period the supervisor will keep the employee informed and annotate AF Form 971 concerning the employee's performance and will provide constructive help, if required, to correct any deficiencies in his/her performance or conduct to attain the skills or character traits necessary for satisfactory job performance. Should it become apparent after a full and fair trial period, that the employee's performance, conduct or general character traits are not acceptable, the supervisor will initiate appropriate action to separate the employee. The supervisor must notify the employee in writing of the reason for the separation and the effective date.

SECTION 4. In the event the employee objects to the performance rating assigned, he/she may attempt to resolve the disagreement informally with the supervisor. In the event this cannot be resolved, the employee may file a grievance in accordance with the negotiated procedure in this Agreement.

SECTION 5. The annual performance evaluation rating will not be decreased from the prior year's performance rating without giving written notice(s) to the employee. The notice will include the necessary actions to be taken to improve the work performance. Issuance of the written notice shall not create a grievable event.

## ARTICLE 22

### PERFORMANCE AWARDS

SECTION 1. Management and the Union will partner in a project to review the procedures for granting awards.

## ARTICLE 23

### INCENTIVE PAY

SECTION 1. Management and the Union will partner in a project to review the feasibility of incentive pay for housekeepers, and for food service workers on special functions.

## ARTICLE 24

### WITHIN-GRADE INCREASES

SECTION 1. Within-Grade Increase (WGI). A CT employee whose performance is satisfactory is advanced to the next higher step of his or her grade following completion of the waiting period required by Tables 18.14 and 18.15, AFM 34-310, provided the employee did not receive an equivalent increase during the waiting period. A NAF employee's performance is satisfactory when he or she maintains a performance rating of Satisfactory or better during the rating period.

SECTION 2. Beginning of a New Waiting Period. A new waiting period begins:

- a. on the first day of a new appointment to an Activity, except in the case of a transfer of function from another DoD Activity, or reinstatement of a former AF NAF employee.
- b. on the first day of a new appointment to an Activity in which previously employed, after a break in service of more than 52 calendar weeks.
- c. upon receiving an equivalent increase (see Section 5).

SECTION 3. Duration of Waiting Periods. (Tables 18.14 and 18.15). A Change to Lower Grade of an employee does not affect the beginning date of a waiting period. The waiting period is not interrupted by non-workdays intervening between an employee's last regularly scheduled workday in one job and his/her first regularly scheduled workday in a new job in an Activity. The HRO uses Attachment 12 of AFMAN 34-310 in computing waiting periods and effective dates for WGIs. Any LWOP hours are used to adjust the waiting period and subsequent due date.

SECTION 4. Creditable service for WGIs is continuous civilian NAF employment, and includes:

- a. all service in a pay status, including periods of sick leave, annual leave, advanced sick leave, and advanced annual leave or other paid leave.
- b. a limited amount of time in a nonpay status, as shown in Table 18.14. (Nonpay status in excess of that amount is made up with creditable service before the next WGI is effected).
- c. a leave of absence granted a regular employee to serve with the Armed Forces during a period of war or National emergency, if the employee is reemployed with the same Activity no later than 52 calendar weeks after separation from active military duty. It is also granted if the employee is restored to his/her position after separation from active military duty or hospitalization continuing thereafter.
- d. LWOP granted to an employee because of an injury for which compensation is payable under the Longshore and Harbor Workers' Compensation Act.
- e. service before a single nonpay period, if the nonpay period is less than 52 calendar weeks.
- f. service before a break in service in any Activity of less than 52 weeks, regardless of employment category, when the employee is brought back to the same or lower grade position.

#### SECTION 5. Equivalent Increase.

- a. Except as provided in Section 6, an equivalent increase is an increase or increases in an employee's rate of basic pay equal to or greater than the difference between the rate of pay for the grade and step occupied by the employee and the rate of pay for the next higher step of that grade. In the case of a promotion, the grade and step occupied means the grade and step to which promoted.
- b. If an employee has served in more than one grade during the waiting period under consideration and it is necessary to determine whether he/she received an equivalent increase in a prior grade, an equivalent increase is one or more increases in the scheduled rate of pay, equal to or greater than the amount of the WGI for advancement between steps of the prior grade.
- c. If an employee received more than one increase in his/her scheduled rate of pay during the waiting period under consideration, no one of which is an equivalent increase, the first and subsequent increases are added until they amount to an equivalent increase, at which time he/she is considered to have received an equivalent increase.

#### SECTION 6. Increases not counted as Equivalent Increases.

- a. Increases not counted as Equivalent Increases are:

- (1) the application of a new or revised wage schedule.
  - (2) the payment of additional compensation as nonforeign or foreign post differentials, or nonforeign COLAs.
  - (3) the payment of premium pay for overtime and holiday pay.
  - (4) the payment of night-shift differential.
  - (5) the payment of hazard-pay differentials.
  - (6) the payment of rates above the minimum rate of the grade, in recognition of specific qualifications, or in jobs in specific hard-to-fill occupations.
  - (7) the correction of an error in a previous demotion or reduction in pay.
  - (8) a temporary limited promotion (that is, a promotion known in advance to be temporary) that is later changed back to the former grade or a different lower grade.
  - (9) a transfer or reassignment in the same grade and step (rate) within the same Activity to another local wage area that has a higher wage schedule.
  - (10) the re-promotion to a former or intervening grade of any Activity employee whose earlier change to lower grade was not for cause and was not at the employee's request.
- b. If an employee is changed from a non-wage job to a wage job, the determination of whether the change resulted in an equivalent increase is made by comparing the employee's new scheduled rate of pay with 104 percent of the representative rate of the wage grade from which changed.
  - c. If an employee is changed from one wage job to another wage job that is subject to a different wage schedule (such as from supervisory to nonsupervisory or vice versa), the determination of whether the change resulted in an equivalent increase is made by comparing the increase received, if any, with 104 percent of the representative rate of the grade from which changed.

#### SECTION 7. Effective Date.

- a. The effective date of a WGI is the first day of the first pay period after the required waiting period is completed.
- b. If an employee has been in a nonpay status during the waiting period, except as covered in Sections 3 and 4, his/her WGI is effective on the first day of the first pay

period after the employee has made up any nonpay time in excess to that allowed in Table 18.14.

(1) Before preparing the AF Form 2545, the HRO prepares, in duplicate, a request to the NAF AO for information on employees using the format shown in Figure 18.1, AFMAN 34-310. The HRO completes items (1), (2) and (3). The NAF AO completes items (4) and (5) and returns it to the HRO within 3 workdays.

(2) Upon receipt of the nonpay status information, the HRO computes excess nonpay time, which must be made up before the WGI can be effected, by:

(a) determining the average number of weekly scheduled hours, by dividing the total number of scheduled hours during the waiting period by the number of weeks in the waiting period.

(b) determining the number of weeks in a nonpay status, by dividing the total number of hours in a nonpay status by the number of hours in the employee's average weekly work schedule.

(c) determining the number of calendar weeks to be made up, by subtracting the number of weeks allowed in the waiting period from the total number of weeks in a nonpay status.

(d) computing the new due date, by extending the waiting period by the number of calendar weeks that must be made up. The new date is the beginning of the first pay period following the date the adjusted waiting period is completed.

(3) The HRO prepares AF Form 2545, and sends it to the NAF AO.

c. When the effective date of a WGI and the effective date of another personnel action are the same, actions are processed in the order most advantageous to the employee.

**SECTION 8. Corrective Actions.** A WGI is corrected if the WGI is delayed beyond its proper effective date or granted before its proper effective date because of administrative oversight, error, or delay. The increase is made effective as of the date it was properly due, with the proper increase paid retroactively, or overpayment of wages recouped.

## ARTICLE 25

### BUSINESS-BASED ACTIONS

SECTION 1. Definition. A BBA is a reduction in employment category or pay rate, a change to lower grade or pay band, a furlough of eight calendar days or more, or a separation action initiated by Management for nondisciplinary reasons. Use BBAs to adjust resources in response to reorganization, realignment of activity, elimination of duties or responsibilities from a position, lack of funds, or from a need to be competitive with pay in the local labor market. Do not use to address a performance or conduct deficiency, or to downgrade a position because of a change in classification standards, or correction of a misclassification. Employees are affected by BBAs only if so identified after an objective, fair and equitable ranking against other employees in the same employment category, occupational series, grade or pay band, and in the same NAF activity (e.g., Officers' Club, bowling center, enlisted club, etc.).

a. Exception to the ranking procedures contained in Section 1 (i.e., ranking employees against other employees in the same employment category, occupational series, grade or pay band), are made only when the HRO determines that the duties and qualifications of the positions affected, when ranked together, are so different that the affected employees assigned to them could not move to other positions in the same ranking without an inordinate amount of training, which would result in disruption of the activity. In this case, such positions are ranked separately. For example, club operations assistant, NF-1101-III, and a vending manager, NF-1101-III, who work in the same facility, are not ranked against each other, should the HRO decide that the provisions for exception as stated above apply. Normally, exceptions are not granted for lower graded positions, where relative distinctions are rarely discernible.

b. The authority to make the decision to allow an exception to the ranking procedures as described in Section 1, is with the HRO, and is based solely on review of the PGs and PDs of the affected positions.

SECTION 2. Coverage. BBA provisions cover both regular and flexible employees. However, flexible employees are not covered if they are furloughed, nor do they have a right to Step 3 of the appeal process (i.e., appeal above the base level). Additionally, regular employees currently serving a probationary period as a result of initial appointment to AF NAF employment, and flexible employees who have been on the rolls of the NAF activity effecting the BBA for less than three continuous years are affected by a BBA prior to any other regular employee or any flexible employee who has been on the rolls of the NAF activity effecting the BBA for at least three consecutive years.

SECTION 3. Coordination. The HRO and the Union both have an active role in the BBA process. While acknowledging that Management has the final authority to take BBAs, the Parties agree that all proposed BBAs will have included the Union as a full partner in the decision making process prior to finalization. The HRO determines the

order in which employees will be affected by the proposed BBA. All notice memorandums of BBA will be reviewed by the HRO, and the HRO is encouraged to coordinate BBA memorandums with the base legal office and to pre-brief the Union before issuance.

SECTION 4. Types of BBAs. The following actions are considered BBAs:

- Reduction in pay rate.
- Furlough. An action to furlough a regular employee (flexible employees are excluded) for eight calendar days or more (a temporary layoff for a definite or indefinite period of time).
- Change in employment category from regular to flexible.
- Change to lower grade or pay band.
- Separation.

SECTION 5. Factors to Consider. Careful planning is necessary to lessen adverse effects, prepare employees, and avoid administrative and morale problems. It is important to consider whether the cause of the reduction or realignment is a temporary or permanent situation, along with each of the various actions that may be taken. For example, a change in employment category, a reduction in pay rate, or a furlough may be more appropriate than separation. In all BBAs, flexible employees with less than three continuous years on the rolls of the NAF activity effecting the BBA, and regular employees who are currently serving a probationary period as a result of initial appointment to AF NAF employment in the NAF activity effecting the BBA, and who are, in both cases, in the same occupational series, and the same grade or pay band, are affected by the BBA prior to any other employee. Prior to changing a regular employee to a flexible employment category, management must determine whether or not the benefit derived from the action can be accomplished by first reducing the flexible employee workforce.

SECTION 6. Procedures.

a. Determining Affected Employees. Covered employees are ranked to determine the order in which they are affected (unless all employees are equally affected; separation due to base closure, for example). The ranking process takes into account both performance and seniority. Performance is the primary criterion. The HRO performs the ranking process by using the average of the total scores on the last two performance evaluations completed on the employee and on file in the employee's OPF.

(1) If only one performance evaluation is on file for the employee, then only that evaluation's total score is used.

(2) If no performance evaluations are on file for the employee, then the HRO assigns a presumptive rating of Satisfactory, rating code "3", on each of the Work Behavior Elements on an AF Form 3527, after which the total score will be used in the ranking process. The HRO annotates this rating as presumptive, signs the form, and

files it in the BBA case file. Presumptive ratings assigned as part of the BBA process are not grievable.

(3) If the group of covered employees to be ranked includes nonsupervisory and supervisory employees; the supervisory elements are not used in the ranking process. If all covered employees to be ranked are supervisors, then the total of all elements is used in the ranking process.

(4) Employees are separated into four separate categories. The total score on the Work Behavior Elements on the AF Form 3527 determines the order in which employees are ranked within these categories. To effect the BBA, employees in Category 1 with the lowest total score are affected first, the next lowest total score second, etc., until all Category 1 employees are exhausted. After Category 1, employees in Category 2 are affected in the same order until exhausted, after which Category 3 employees are affected. The last employees affected are Category 4 employees. If two or more employees have the same total score, the SCD for seniority (SCD-RIF) for regulars or the length of service for flexibles is used to determine the ranking. The four categories are as follows:

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

(5) The HRO maintains the ranking of each covered employee, the process used to determine the ranking, and a copy of the notice given to each employee in a separate BBA file apart from any employee's OPF. Subject to the provisions of the Privacy Act, the BBA file is made available for review upon request only by an affected employee, or by those whose official duties require access.

b. Advance Notice. Management gives an employee affected by a BBA advance notice of the effective date. The length of the advance notice varies, depending on the status of the employee and other factors.

(1) Regular Employees. The minimum advance notice period for regular employees is 10 calendar days for a non-separation action and 45 calendar days for a separation action.

(2) Flexible Employees. The minimum advance notice period for flexible employees is 24 hours for a non-separation action and seven calendar days for a separation action.

(3) Base Closure Actions. Base closure actions involving incumbents of NAF regular positions are treated as BBAs. Advance notice of at least 60 days is provided.

(4) Emergency Conditions. Under emergency conditions (e.g., breakdown of equipment or other emergency conditions requiring suspension of operations, or an unanticipated reduction in business such as occurs with a sudden deployment of troops), a minimum of 32 hours notice may be given to any employee for other than separation actions.

c. Notice Memorandum. The notice to an affected employee is in writing and, whenever possible, hand delivered. The notice memorandum is prepared by the supervisor, and signed after it has been coordinated with the HRO, and contains at a minimum:

- The employee's position title, occupational series, grade or pay band, and rate of pay.
- A description of the action being taken, and the reason (be specific).
- The effective date, which must comply with the applicable advance notice period prescribed in SECTION 6.b.
- The position title, occupational series, grade or pay band, rate of pay, and employment category of the position being offered, if applicable.
- Advice on severance pay entitlement, if applicable.
- Advice on loss of benefits (insurance, retirement, annual or sick leave, etc.), if applicable.

(1) If the action is separation:

- A statement that the action is nondisciplinary and does not preclude reemployment.
- Information on the reemployment priority list (see SECTION 7).
- Information on eligibility for civil service positions for 1 year from the date of separation under the terms of the DoD/OPM Interchange Agreement.
- Information on unemployment compensation.

(2) An explanation of the employee's right to appeal, including how and where to appeal, and the time limits for making such appeal.

(3) The name, location, and phone number of the person in the HRO designated to provide assistance.

## SECTION 7. Reemployment Priority Lists (RPL).

a. Each HRO servicing a NAF activity that separates an employee by a BBA establishes an RPL to provide placement assistance to those separated by the BBA. Separated employees have priority placement rights in the NAF activity from which separated (e.g., Officers' Club, bowling center, golf course), and priority consideration rights at other DoD NAF activities in the commuting area (100 mile radius). They are immediately placed on the RPL and remain on the RPL until reemployed, or until 1 year after the date of separation, whichever occurs first.

b. NAF employees separated by BBA from 23 Dec 91 forward are placed on the RPL and remain on the RPL until reemployed or until 1 year after the date they are added to the RPL, whichever is first.

c. A person on the RPL is offered employment in a vacant position in the NAF activity from which he or she was separated, and offered priority consideration for vacant NAF positions in other DoD NAF activities in the commuting area of the NAF activity from which separated, if all of the following apply:

- Management is filling the vacancy by other than detail.
- The vacancy is in the same or lower employment category as the position from which the employee was separated.
- The vacancy is in the same or lower grade or pay band as the position from which the employee was separated.
- The vacancy has substantially the same duties as the position from which the employee was separated.

d. Rehiring an individual on the RPL in the same NAF activity from which he or she was separated is a noncompetitive recruitment action. Therefore, such individuals are rehired before those who receive preference in the competitive recruitment process (e.g., military spouse preference, transition hiring preference, etc.).

e. An individual's name is removed from the RPL when he or she accepts an equivalent position (i.e., the same or higher employment category, the same or higher rate of basic pay, and the same or higher grade or pay band) to the position from which separated. Positions with a limited term of 365 days or less are not considered an equivalent position. Declination of an offer of an equivalent position results in removal from the RPL.

f. If the first person on the RPL declines or is otherwise removed from the RPL, the next eligible person on the RPL is offered the position, and so on until the RPL is exhausted. Placement and consideration is prioritized in the order of the date placed on the RPL. If such prioritization produces two or more applicants for placement or consideration placed on the RPL on the same date, they are referred simultaneously without any further prioritization.

g. HROs provide a copy of the RPL to all DoD NAF personnel offices within the commuting area monthly.

h. For base closures, a final RPL is prepared and issued just prior to final closure of the base. The RPL is identified as the final RPL to be issued from that particular office.

i. RPLs contain at a minimum: identification of the servicing HRO or NAF Personnel Office; the employee's name and SSAN; the employment category, pay plan, series, grade and position title of the position from which separated by BBA; the employee's rate of basic pay at the time of separation; the date the employee was

placed on the RPL (the date of the separation); and the employee's address and telephone number at the time of separation.

j. RPLs forwarded to other AF HROs within the commuting area have a current AF Form 1701 attached for each employee added to the RPL during the preceding month.

## ARTICLE 26

### SAFETY AND HEALTH

SECTION 1. The Employer will provide a safe working area and maintain safe working conditions. Employees are responsible to report unsafe conditions and to maintain work areas and equipment in accordance with performance requirements. Supervisors will make every reasonable effort to correct unsafe conditions which are reported to or observed by them. Any written instructions or operating procedures concerning safety practices or procedures will be posted on appropriate bulletin boards or made readily available to employees who need to know or use the instructions or procedures. Employees will learn safety instructions and procedures pertinent to their jobs.

SECTION 2. Employees must notify their supervisor and submit the necessary forms as soon as possible after sustaining an injury on the job. Upon the employee's request, the supervisor will provide a copy of the completed form(s) to the employee.

SECTION 3. The Employer will bear the full expense of all special tools, protective clothing, eye protection equipment, and safety equipment required to be used in the performance of duties, as determined by the Employer, and authorized under the provisions of applicable regulations and local safety directives. Employees will pay for replacement of lost or damaged safety equipment other than damage due to normal wear and tear.

SECTION 4. In order to ensure prompt abatement of unsafe or unhealthy working conditions, the Parties agree to actively support the hazard abatement program. Any hazard or potential hazard observed or brought to the attention of any supervisor will be reported promptly to the appropriate Safety Office. In the event an employee believes that a task which he or she has been assigned is not safe or will endanger his or her health, the supervisor will inspect the job to insure that it is safe before requiring the employee to carry out the task assigned.

SECTION 5. The Employer agrees to recognize and appoint to the Commander's Consolidated Safety and Health Council an employee representative from the Union to serve at the will of the 45 SW Commander as a special member of the Council with all applicable rights and privileges, provided the Union has not already designated such a representative from the Appropriated Fund bargaining unit.

SECTION 6. When the Safety Office inspects work locations of employees within the bargaining unit, the union shall have the right to be present for representational purposes. If the attending union representative is a member of the bargaining unit, they will be on official time if otherwise in a duty status.

## ARTICLE 27

### UNIFORMS AND SPECIAL CLOTHING

SECTION 1. The Employer agrees to furnish special uniforms or clothing to unit employees which the Employer may require during periods of work. Apparel to be furnished by the Employer are items other than normal street clothes. The Employer currently cleans the uniforms for employees in certain positions where special cleaning is required. The Employer will continue to do so. The employee will maintain the uniform in a serviceable and presentable manner. In all cases, the employee will not alter the uniform, beyond minor tailoring to ensure proper fit.

SECTION 2. An appropriate identification tag may be required by the Employer. Such identification tags shall be provided by the Employer. In the event of loss by the employee of his/her identification tag, the employee shall pay for the replacement.

## ARTICLE 28

### UNFAIR LABOR PRACTICE CHARGES

SECTION 1. The Parties agree that neither party will file an unfair labor practice (ULP) charge against the other party until the charging party advises the other party and allows 30 calendar days for attempting resolution prior to filing the ULP charge. The charging party will advise the other party in writing indicating the details of the alleged ULP. Notification to the Employer will be made to the Human Resources Officer. Notification to the Union will be made to the Union President, or Vice President – NAF.

## ARTICLE 29

### GRIEVANCE PROCEDURES

SECTION 1. Purpose. This article provides the exclusive procedure for the prompt and equitable settlement of grievances filed by bargaining unit employee(s), the Union, or the Employer. Employees and their representatives will be free from restraint, interference, coercion, discrimination or reprisal, consistent with 5 USC Chapter 71 and this Agreement, in seeking adjustment of grievances.

SECTION 2. Coverage and Scope. A grievance means any complaint:

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

SECTION 3. Exclusions. The grievance procedures do not apply to:

- a. any claimed violation of 5 U.S.C Chapter 73 relating to prohibited political activities.
- b. retirement, life insurance or health insurance.
- c. a suspension or removal under 5 USC 7532 relating to national security.
- d. any examination, certification, or appointment.
- e. the classification of any position which does not result in the reduction in grade or pay of an employee.
- f. non-selection for promotion from a group of properly certified candidates.
- g. an action terminating a temporary promotion and returning an employee to the position from which he/she was temporarily promoted or to an equivalent position.
- h. non-adoption of a suggestion.

i. granting or not granting a performance award or other kind of honorary or discretionary award. Exception: an allegation of disparate treatment among similarly situated employees.

j. any action due to failure to complete a qualification requirement of the position; e.g., background checks, training modules for Youth Center & Child Development Center employees.

k. any matter that is subject to final administrative review or decision outside the AF or for which other authorized complaint or appeal systems are prescribed. Exception: discrimination complaint procedure, discussed elsewhere in this Article.

l. the content of published AF publications. (However, the application or impact of such AF publications on the employee may be grievable if not otherwise excluded by this Article.)

m. a notice of proposed action; or a decision on a proposed action prior to the effective date of the action.

n. separation during an employee's probationary or trial period.

o. non-selection for appointment, or for reassignment to a position at the same or higher rate of pay.

p. Management's decision to increase or refuse to increase an employee's basic rate of pay.

q. any matter relating to an action or decision taken under the provisions of AFI 31-501, Personnel Security Program Management.

r. any issue previously decided as a result of a prior grievance, appeal, or any other formal complaint system.

s. wage or salary rates or schedules, e.g., DoD Prevailing Rate.

#### SECTION 4. Representation.

a. Employee(s) who file a grievance under this procedure may represent themselves or be represented only by a designee of the Union.

b. Upon filing of a grievance, whether an employee is self-represented or represented by a designee of the Union, the Union has the right to be present during the grievance proceeding.

c. Meetings, communications, contacts, and attempts at resolution shall be made through the designated Union representative. The representative is responsible for keeping the grievant fully informed.

d. The Parties agree to make every reasonable effort to schedule all meetings in the grievance process within the common work times of the participants unless the Parties mutually agree otherwise.

e. The Union, acting as the responsible representative of all employees in the bargaining unit, may, at any step of this procedure, withdraw on a nondiscriminatory basis from the grievance. The Union will provide prompt written notice of their withdrawal to the HRO.

SECTION 5. Resolution of Grievances and Employee Standing. The Parties acknowledge that grievances should be settled in an orderly, prompt and equitable manner so that the efficiency of operations and the morale of employees may be maintained. The Parties will make every effort to settle grievances at the lowest supervisory level possible and informally prior to initiating a grievance.

SECTION 6. Grievability/Arbitrability Questions. Questions as to whether or not a particular grievance is subject to the grievance procedure shall be referred as a threshold issue to an arbitrator for determination. A decision of an arbitrator may be subject to an appeal to the Federal Labor Relations Authority.

SECTION 7. Time Limits.

a. A grievance concerning a continuing practice or condition will be presented within 10 workdays of the latest instance of the practice.

b. Examples of proof of service are a return receipt executed by the person served; or a written acknowledgement from the person served when hand delivered; or a written certification by the serving party.

SECTION 8. Grievance Versus Statutory Discrimination Procedure. An aggrieved employee affected by discrimination as defined in 5 USC 2302 (b) (1) may raise the matter under the statutory procedure or this negotiated grievance procedure, but not both. An employee shall be deemed to have exercised this option at such time as he/she timely initiates a formal action under the statutory procedure or timely files a Step 1 grievance under this Article. In this situation, the employee's time limit for filing a Step 1 grievance begins with his/her receipt of the EEO Counselor's "Notice of Final Interview".

SECTION 9. Procedure for Employee Grievance.

General. If an employee is self-represented, the Employer will give the Union a bonafide opportunity to have an observer present, without charge to leave if otherwise

in a duty status, when the Employer gives the decision to the grievant. If it is unclear whether the grievance is within the jurisdiction of the first or second level supervisor, the grievant and/or his/her representative shall request a determination from the Human Resources Officer as to the appropriate management official to whom the grievance should be presented.

Step 1:

a. A grievance must be submitted in writing and presented to the Step 1 management official (immediate supervisor) within 10 workdays after the incident occurs or after the grievant becomes aware of it. The grievance will include a statement of the specific action giving rise to the grievance; a statement of the employee's reasons for believing that the action or incident is improper; a brief explanation of the employee's attempt to resolve the grievance informally; the remedy sought; the name, address, and duty phone of any designated representative; and a copy of the written designation of representative.

b. Within 10 workdays after receipt of the grievance, the Step 1 management official will meet with the grievant and representative, if any. The grievant's representative will present an oral and/or written presentation. The Step 1 management official will issue a written decision within 10 workdays after the grievance meeting.

Step 2:

a. If the grievant wishes to pursue the grievance further, he/she must present the grievance to the 45<sup>th</sup> Services Squadron Commander or his designee within 10 workdays of receipt of the Step 1 decision. The Step 2 grievance must be in writing and will include a copy of all materials from the Step 1 grievance; a copy of the decision letter; and a summary of the employee's reason(s) why the Step 1 decision is in error.

b. Within 10 workdays after receipt of the Step 2 grievance, the 45<sup>th</sup> Services Squadron Commander or his designee will meet with the grievant and representative, if any. The grievant's representative will present an oral and/or written presentation. The Step 2 management official will issue a written decision within 10 workdays after the grievance meeting.

SECTION 10. Procedure for Union--Employer Grievances.

a. From time to time one Party may believe the other has violated a provision of this Agreement. If after a reasonable attempt at informal resolution, that Party believes the matter is still unresolved, that Party may initiate a grievance. The grievance will include a concise written statement of the facts concerning the alleged violation, misinterpretation, or misapplication, specifying names, dates, places, event(s), the desired remedy, and how the event(s) constitutes a violation, misinterpretation, or misapplication. A Union-initiated grievance will be submitted to the 45th Support Group

Commander, ATTN: Human Resources Officer. An Employer-initiated grievance will be submitted to the Local 2568 President.

b. A grievance concerning a continuing practice may be presented at any time. A grievance concerning a particular act or occurrence must be presented to the other party within twenty-five (25) working days of the action or date the moving party became aware of it.

c. When a grievance is filed, the Parties will meet and/or discuss the matter within ten (10) working days after receipt. A written decision will be issued within ten (10) working days of the meeting. If the grievance is not settled by this method, the grieving party may invoke arbitration within thirty (30) working days after receipt of the final decision. However, prior to invoking arbitration, each party will consult with appropriate levels within its respective organization.

#### SECTION 11. Failure to Meet Requirements.

a. Failure on the part of the deciding official to meet the time requirements of this procedure will permit the grievant to advance the grievance to the next step.

b. If the grievant, after receiving a decision, fails to meet the time requirement for pursuing the grievance, the grievance shall be terminated.

### ARTICLE 30

#### ARBITRATION

SECTION 1. Only the Union or the Employer may refer a grievance to arbitration. A request to invoke arbitration shall be in writing to the opposite party. Such request shall be made within 30 days after receipt of the written decision rendered in the final step of the grievance procedure.

#### SECTION 2. Arbitration Procedure.

a. On or after the date of the request to invoke arbitration, the moving party will request, within fifteen (15) calendar days, the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven impartial arbitrators. The fees for the FMCS will be borne equally by the Parties. The Parties will meet within fifteen (15) calendar days after receipt of such list to select an arbitrator. If they cannot mutually agree on one of the listed arbitrators, then the Employer and the Union will alternately strike one arbitrator's name from the list of seven and will repeat this procedure. The remaining person shall be selected arbitrator. The procedure to determine who strikes the first name will be determined by the flip of a coin. If either party refuses to participate in the selection process, the other party will make a selection of an arbitrator from the list.

b. The procedures and conduct of the arbitration hearing shall be determined by the arbitrator. Both Parties will be entitled to call witnesses. All witnesses employed by the Employer will be excused on official time if otherwise in a duty status. The Union will provide sufficient advance notice of the witnesses it will call if they are otherwise employees of the Employer. Any cost associated with bringing a witness to the hearing will be borne by the party requesting the appearance of that witness.

c. The arbitrator's fees and expenses shall be borne equally by the Parties. The cost of travel and per diem for the arbitrator will not exceed the maximum amount payable to Department of Defense employees under provisions of the Joint Travel Regulations. If either party requests a transcript, that party will bear the entire cost of such transcript. The Parties may arrange to share the cost of a shared transcript. Either Party may request from the other party a copy of the transcript and pay the cost of copying.

d. The site normally will be Patrick AFB. At either party's request, another site may be mutually agreed upon.

e. The Parties will submit the issue or issues to the arbitrator. If the Parties are unable to agree on a joint submission, each shall make a separate submission and the arbitrator shall determine the issue or issues to be heard. The issue or issues will be submitted to the arbitrator at the commencement of the hearing.

f. The arbitrator's decision shall be final and binding. However, either party may file an exception to the arbitrator's award in accordance with applicable law and regulations. The arbitrator will be required to render a decision as quickly as possible, but no later than 45 days after the hearing. This period may be extended by mutual consent of the Parties. The arbitrator shall separately mail his/her decision to both the Employer and the Union by registered mail, return receipt requested. Any dispute over the interpretation of an arbitrator's award shall be returned to the arbitrator for clarification. Disputes over interpretation of an award must be filed within 30 days of receipt of the arbitrator's decision.

## ARTICLE 31

### USE OF OFFICIAL FACILITIES

SECTION 1. The Union may request to use Base facilities subject to normal security, safety and housekeeping requirements. The Employer will consider each request based on demonstrated need and applicable regulations.

## ARTICLE 32

### UNION-MANAGEMENT MEETINGS

SECTION 1. As deemed necessary by either party, representatives of the Employer and the Union will meet when mutually convenient to consult on personnel policies, practices and matters affecting working conditions that have unit-wide or multi-organizational interest that requires the special attention of the Commander's representative and the Local President.

SECTION 2. If desired by the respondent party, the requesting party will submit an agenda of the item(s) to be discussed to the other party. The agenda will include a summary of the problem(s), and a listing of the names of the representatives that the requesting party desires to have present at the meeting.

SECTION 3. Within a reasonable time frame of the request, the Employer will schedule the meeting and notify all agreed upon attendees. The Employer's representative will take minutes of the meeting and provide a copy to the Union. The President of the Local shall have the opportunity to review minutes prior to distribution to any source.

## ARTICLE 33

### GENERAL PROVISIONS

SECTION 1. The workload may be accomplished by military, in-service civilian, or contract services manpower. Decisions in this regard may adversely affect employees in the unit; therefore, the Employer agrees that it will notify the Union as far in advance as practicable concerning the adverse impact on unit employees as a result of contracting out of work.

SECTION 2. The Employer, as a part of the orientation of employees who are hired or rehired into a position in the unit, will inform them of the Union's exclusive recognition and of their right to join or refrain from joining an employee organization as provided by federal labor law.

SECTION 3. The Employer will furnish once annually, upon written request of the Union, the name, position title, grade and employing Activity of all unit employees.

SECTION 4. Within existing bulletin boards readily accessible to employees, a 2' by 3' space, designated by the Employer, will be made available to the Union for posting official Union information. The Union will obtain prior approval from the HRO of the content of articles posted on bulletin boards, except notices of meetings, the names of Union representatives, social events, and AFGE bulletins.

SECTION 5. The Employer agrees that, when given advance notice in writing, employees selected by the Union to attend a training session sponsored by the Union may be excused without charge to leave to attend such sessions, provided that the subject matter of such training is of mutual concern to the Air Force and the employees' capacity as an organizational representative, and that the Employer's interest will be served by the employees' attendance. The amount of time given to any one employee in one year will not be arbitrarily limited; however, it will not normally exceed 24 hours to include travel time and will be granted based on factors involved in the particular request. In the event the subject matter cannot be determined to be in the best interest of the Employer and the organization representative in advance, training time will be charged to annual leave or leave without pay pending determination based on subject matter covered. Such leave will be granted unless the organization representative's absence would cause an undue and direct interruption of the mission.

SECTION 6. The Employer agrees to print the Agreement and any future supplements thereto at no cost to the Union. Upon request the Employer will provide each employee with a copy of the Agreement. The Agreement will be printed on 8 ½" x 11" paper in booklet form, in Arial 12. The Union will be provided with 50 copies of the Agreement. The Employer will provide Activity managers and supervisors a copy of the Agreement.

SECTION 7. The Employer will furnish the Union a copy of each future Air Force Manual 34-310 and changes thereto.

## ARTICLE 34

### PAYROLL DEDUCTION OF UNION DUES

SECTION 1. The Employer agrees that effective with the start of the first pay period following the receipt of a properly completed Standard Form 1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues," from the employee organization, payroll deductions for the payment of employee organization dues shall be made. Employees must voluntarily request such dues deduction and must be members in good standing of the Union. The Employer and the Union shall be governed by provisions of this Agreement and applicable Office of Personnel Management and Department of the Air Force regulations and directives in administering the Union dues deduction program.

SECTION 2. Any employee desiring to have Union dues deducted from his/her pay may, at any time, complete and sign the appropriate portions of SF Form 1187, and turn it in to the proper Union representative. Section A of the SF 1187 will be completed and certified by the President or Secretary-Treasurer of the Union, and be forwarded to the NAF Payroll Office. The SF 1187 must be received in the NAF Payroll Office no later than 12:00 noon on the last Wednesday preceding the pay period during

which the initial deduction is to be made. An employee may not request the payroll deductions of dues to more than one employee organization.

SECTION 3. A payroll deduction will be made each pay period. No payroll deduction will be made by the Employer in any pay period in which an employee's net earnings, after other deductions, are insufficient to cover the full amount of the allotment for dues. The amount of employee dues will not be changed by the Union more than once in any twelve-month period.

SECTION 4. The total dues withheld will be transmitted by electronic funds transfer to the Union's financial institution, not later than 7 working days after the close of each pay period. The Employer also agrees to provide the Union a list showing the names of the employees involved and the amount deducted for each employee. The list will show the total amount of dues withheld for the pay period in question and the amount remitted by the accompanying check. The list also will include the names of those employees for whom allotments have been permanently or temporarily stopped.

SECTION 5. An employee may submit a revocation of dues withholding allotment by properly completing Standard Form 1188 or other written notice not later than 2 weeks prior to the one-year anniversary date of the allotment. The anniversary date is defined to be one year after the effective date of the employee's request for dues deduction and subsequent one-year intervals thereafter. If an employee files a timely request to revoke his/her dues allotment, the allotment will be terminated at the beginning of the pay period following the anniversary date except for employees who had dues deduction on or before 1 Sep 78. Such employees may have their dues allotment terminated at the beginning of the first pay period in September of each year.

SECTION 6. An allotment shall be immediately terminated by the Employer when an employee leaves the unit as a result of any type of separation, transfer, or other personnel action; upon loss of exclusive recognition by the labor organization; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DOD; or when the employee has been suspended or expelled from the labor organization.

SECTION 7. If an employee participating in the dues deduction program ceases to be a Union member in good standing for any reason, or is expelled from the Union, the Union agrees to notify the Employer, in writing, within 7 working days, of this fact. The Employer will terminate the employee's allotment for dues effective as of the next complete pay period.

SECTION 8. The Union shall procure and distribute the SF 1187 to eligible members and insure that the forms are properly completed and certified before transmitting them to the Employer. The Union recognizes its responsibility for keeping its members fully informed and educated concerning the payroll deduction program, its voluntary nature, and the uses and availability of required forms.

SECTION 9. If this Agreement cannot be renegotiated by its termination date because of third party proceedings, involving a negotiability dispute, impasse, or a unit representation question, dues withholding will be continued until the matter is resolved. Failure by the Parties to agree on an extension of the Agreement under circumstances described in this paragraph does not terminate dues withholding.

## ARTICLE 35

### EFFECTIVE DATE AND DURATION OF AGREEMENT

SECTION 1. This Agreement will become effective on the date it is approved by the Agency head, or, if not approved within 30 days from the date of signature, on the 31<sup>st</sup> day following the date of signature.

SECTION 2. This Agreement will remain in effect for 3 years from the date of approval by the Agency head. Unless either party gives written notice to the other party in the period between 120 and 90 days prior to the end of this 3-year period of its desire to amend or modify the Agreement, it will be renewed for an additional 2-year period. The Agreement will continue to be renewed for successive 2-year periods unless written notice is given between 120 and 90 days prior to the end of any renewal period that one party desires to amend or modify the Agreement.

SECTION 3. When a Party desires to amend or modify this Agreement under Section 2 above, the moving party shall serve written notice of its desire to amend or modify to the other party.

a. Within 30 calendar days from the date of receipt of the notice, the Parties will exchange the written amendments or modifications that they propose be made to the Agreement. Henceforth, unless mutually agreed otherwise, the negotiations will concern only those proposals.

b. Within 45 calendar days from the date of receipt of the notice, the Parties will meet to establish ground rules for the negotiations. If necessary at this time a party may request that the other side clarify its proposals.

c. Within 21 calendar days after the ground rules have been established, the Parties shall begin negotiations.

SECTION 4. Mid-term Reopener. If it is found that sections of the Agreement are unworkable or defective, the Agreement may be opened for supplementary changes; provided that any request for such supplementary changes for these reasons is submitted in writing during April 2002 and is accompanied by a summary of the basis for the request. Within 30 calendar days after receipt of such request to open the Agreement, the Parties will begin negotiation. Any such supplement will become

effective IAW Section 1 of this Article, and will remain in effect for the duration of the Agreement.

EXECUTION

Signed this 28th day of August 2001.

FOR THE UNION:

FOR THE EMPLOYER:

*// signed //*

*// signed //*

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Vice President - NAF  
AFGE Local 2568  
Patrick AFB, FL

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Colonel, USAF  
Commander, 45<sup>th</sup> Support Group  
Patrick AFB, FL

# NAF REPRESENTATIONAL ACTIVITY FORM

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Employing Activity**

**Purpose Codes** (used to describe representational activity below)

- 1 - Employee Complaint Concerning Employment*
- 2 - Grievance/Mediation/Arbitration*
- 3 - FLRA*
- 4 - Statutory Appeals*

- 5 - Negotiations*
- 6 - Labor Management Relationship*
- 7 - Union Sponsored Training*
- 8 - Other (Specify in Comments)*

**Representational Activity Request/Approval**

Date	Time	Purpose Code	Expected Duration	Rep's Initials	Approved?*	Time Out	Time In	Time Used	Supvr's Initials
					<input type="checkbox"/> Yes <input type="checkbox"/> No				
					<input type="checkbox"/> Yes <input type="checkbox"/> No				
					<input type="checkbox"/> Yes <input type="checkbox"/> No				
					<input type="checkbox"/> Yes <input type="checkbox"/> No				
					<input type="checkbox"/> Yes <input type="checkbox"/> No				
					<input type="checkbox"/> Yes <input type="checkbox"/> No				
					<input type="checkbox"/> Yes <input type="checkbox"/> No				

*\*If not approved, Supervisor describes reason/alternate time offered, in Comments section below.*

**Comments**

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