

**LABOR AGREEMENT
BETWEEN
ROBINS AIR FORCE BASE,
GEORGIA
AND
AFGE LOCAL 987
FOR
NON-APPROPRIATED FUND
EMPLOYEE**

TABLE OF CONTENTS

	PAGE NO
Preamble	i
Witnesseth	ii
Definitions	iii
Article 1 – Recognition and Coverage of Agreement	1
Article 2 – Matters Appropriate for Negotiation	2
Article 3 – Rights of the Employer	3
Article 4 – Rights of the Employees	4
Article 5 – Rights of the Union	6
Article 6 – Union-Management Cooperation	7
Article 7 – Union Representation	8
Article 8 – Employee Utilization	15
Article 9 – Hours of Work	16
Article 10– Overtime	20
Article 11– Pay Provisions	22
Article 12 – Holidays	25
Article 13 – Sick Leave	26
Article 14 – Annual Leave	29
Article 15 – Miscellaneous Leave	33
Article 16 – Discipline	36
Article 17 – Promotions and Details	38
Article 18 – Reduction in Force (RIF)	40
Article 19 – Job Description and Job Classification	41
Article 20 – Employee Development	42
Article 21 – Health and Safety	43
Article 22 – Orientation in Labor-Management Relationships	45
Article 23 – Dues Withholding	46
Article 24 – Equal Employment Opportunity	49
Article 25 – Nepotism	50
Article 26 – General Provision	51
Article 27 – Grievance Provisions	53
Article 28 – Arbitration	60
Article 29 – Time clocks	67
Article 30 – Use of Official Facilities	68
Article 31 – Alcoholism and Drug Abuse	69
Article 32 – Contracting Out	70
Article 33 – Performance Evaluations	71
Article 34 – Duration of Agreement	72

PREAMBLE

The following articles constitute a Labor-Management Agreement by and between Robins Air Force Base Non-appropriated Funds Activities at Robins Air Force Base, Georgia, hereinafter referred to as the Employer, and Local 987, American Federation of Government Employees, AFL-CIO, hereinafter referred to as the Union.

WITNESSETH

In accordance with the provisions of the Reform Act, as amended, and in consideration of the mutual covenants herein set forth, and

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

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

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

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

NOW THEREFORE, the parties agree as follows:

DEFINITIONS

Accrued Leave - Leave which is available for use in accordance with appropriate regulations

Appellate Action- An appeal by employee rough OPM, EEOC, FLRA, or other government agency as provided by law or government-wide regulations.

Counseling - A meeting between an employee and his/her supervisor at which the supervisor informs the employee about expected performance, achievements, shortcomings, rules to be followed, or other positive or negative (non-disciplinary) matters which are to be made a matter of the AF-971.

Consultation - A discussion between the Union and the Employer concerning matters of interest to the parties.

Emergency - A suddenly occurring event which could not reasonably have been anticipated by most people.

Employee - Persons who are appointed to work on a regular category basis for a NAFI and who are in the NAF bargaining unit.

Employer – The managers and supervisors of a NAFI.

Fund – a NAFI

NAFI-NAF – Non-appropriated Fund Instrumentality. Refers to an entity established by Department of Defense to administer non-appropriated funds in support of the Air Force morale, recreation, and welfare activities.

Negotiation – (also bargaining) – Efforts made by the Employer and the Union to reach agreement on personnel policies, procedures or working conditions which are under the control of the Employer.

Proposals – Suggestions advanced by Union or Employer to provide arrangements for bargaining unit employees affected by personnel policies, procedures or working conditions which are under the control of the Employer.

Representational duties - Prepare and present grievances and arbitration hearings in behalf of employees or the Union; represent an employee as otherwise provided by this labor agreement; meet and confer with management over personnel policies, procedures and working conditions; represent the Union and employees in formal meetings called by management; represent the Union as otherwise provided by this labor agreement.

Reprisal - Unwarranted action taken against an employee because of participation in a protected activity.

Seniority - Length of service based upon the NAF Service Computation Date (SCD).

Time limits - Calendar days, unless otherwise specified, beginning with the day after an event, a required notice, meeting, expiration of a period. etc., as described in the labor agreement.

Union - The Labor organization having the right to act as the exclusive representative of the NAF bargaining unit employees.

Union Representative - The individual appointed by the Union to represent the interests of one or more employees and/or the Union; the representative may be an officer, business agent, or steward who is not paid from appropriated funds.

ARTICLE 1

RECOGNITION AND COVERAGE OF AGREEMENT

Section a: The Employer hereby recognizes that the Union is the exclusive representative of all employees employed within the unit, as defined in Section b below, and the Union hereby recognizes its responsibility of representing the interest of all such employees without discrimination and without regard to union membership with respect to grievances, personnel policies and procedures or other matters affecting their general working conditions, subject to the express limitations set forth in this Agreement.

Section b: The unit to which this Agreement is applicable is composed of all eligible employees of all Nonappropriated Fund (NAF) activities on a regular appointment at Robins Air Force Base, Georgia.

Section c: The provisions of this Agreement shall be binding on the parties for an expansion of operations by the Employer to the extent that such operations affect employees within the unit.

ARTICLE 2 MATTERS APPROPRIATE FOR NEGOTIATION

Section a: Matters appropriate for consultation and negotiation between the parties are policies, programs and procedures pertaining to working conditions which are within the discretion of the Employer, including, but not limited to safety, training, labor-management cooperation, employee services, methods of adjusting grievances, appeals, leave practices, promotion plans, demotion practices, pay practices, reduction in force practices and hours of work.

Section b: (1) When changes which are within the discretion of the Employer are to be made in policies, practices, and procedures affecting working conditions of bargaining unit employees, the union will be notified. If the Union wishes to negotiate over the change, the Union will submit written proposals to the Human Resources Officer through the WRALC/DP Labor Relations Office within 7 calendar days of the notification, if circumstances permit that much time.

(2) When the Union receives notice of a proposed change and requires more information in order to make proposal or to determine if proposals are in order, it shall request the information within the above 7-day limitation. The time limit will then be extended by the number of days required by management to furnish the information to the Union.

Section c: The Employer will negotiate as appropriate with the Union before making changes of prior benefits, practices, and understandings which have been mutually acceptable to the Employer and the Union but which are not specifically covered by this agreement. These will be limited to matters appropriate for negotiations under appropriate Air Force regulations.

ARTICLE 3

RIGHTS OF THE EMPLOYER

Section a: Management retains the right, in accordance with applicable laws and regulations:

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

Section b: In prescribing regulations relating to personnel policies, practices, and conditions of employment, the Employer and the Union may negotiate at the election of the employer, on the numbers, types, and grades of employees' or positions assigned to any organizational subdivision or work project or on the technology, methods, and means of performing work.

ARTICLE 4 RIGHTS OF EMPLOYEES

Section a: Each employee has the right, freely and without fear of penalty or reprisal, to form, join and assist a labor organization or to refrain from any such activity, and each employee shall be protected in the exercise of this right. Except as otherwise expressly provided, 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 and that no interference, restraint, coercion, or discrimination is practiced within the unit to encourage or discourage membership in a labor organization.

Section b: It is understood that the rights described in (Section a) do not extend to participation in the management of a labor organization or acting as a representative of such an organization by a supervisor or by an employee when the participation or activity would result in a conflict of interest or apparent conflict of interest or otherwise be incompatible with law or with the official duties of employee.

Section c: All employees, regardless of whether they are members of a labor organization, shall have the right to bring matters of personal concern to the attention of appropriate officials under applicable law, rule, regulations, established agency policy or this Agreement; and to choose their own representative in an appellate action.

Section d: 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 apply to all supplemental, implementing, subsidiary, or informal agreements between the Employer and the Union.

Section e: The Employer agrees that all the provisions of this Agreement shall be applied fairly and equitably to all employees in the unit.

ARTICLE 5 RIGHTS OF THE UNION

Section a: The Union shall have the right and the responsibility to represent all employees in the unit; to present its views to the Employer on matters of concern either orally or in writing and to have such views considered in the formulation, development, and implementation of personnel policies practices which are within the authority of the Employer; to consult and/or negotiate as appropriate with the level of management which can authorize the change with the object of reaching an agreement.

Section b: The Union shall be notified in advance by the Employer and shall be given the opportunity to be represented at any scheduled meeting held by officials of the Employer with representatives of any other labor organization or special interest group which may request such a meeting when the subject to be discussed involves personnel policies or practices affecting the employees in the unit or when it could affect the rights and obligations of the Union as the exclusive representative of such employees.

Section c: The Union shall be informed by the Employer concerning any preliminary decisions reached as a result of discussions with individual employees concerning personnel policies and practices or other matters affecting general working conditions, which may affect other employees in the unit. It is recognized that informal discussions between an employee and a supervisor, which are of a personal nature, or concern problems to the employee, do not normally fall in this category.

Section d: The Union shall have the opportunity to have an observer present during any discussion of grievances between management and employees or employee representatives and to make known the views of the Union at an appropriate time. The right of the Union to be present during such discussions of grievances is subject to security and confidential requirements.

ARTICLE 6

UNION-MANAGEMENT COOPERATION

Section a: Either party desiring or having a requirement for consultation shall give advance notice to the other, including a statement of the subject matter to be discussed and the problem, if any, which generated the need for discussion.

Section b: Should either party to this Agreement request a meeting with the other, it is agreed that they shall meet promptly in an effort to resolve the matter which has created the concern.

ARTICLE 7

UNION REPRESENTATION

Section a: The Union agrees to designate elected officers or stewards to perform representative functions in the NAFI's and all other appropriate NAFI organizational subdivisions. The local Union president will furnish the NAF Human Resources Office and WRALC/DPLD Labor Relations Office a listing of authorized/designated officers and stewards indicating name, telephone extension, organizational symbol, and supervisor to which assigned, as well as the designated area of responsibility (i.e., unit steward, section steward, branch steward, division steward, etc.) Additions or deletions to the recognized stewards/officers will not be recognized until such time as the NAF Human Resources Office and WRALC/DPLD LRO is notified of the change in writing by the local Union president. The Union shall supply the Employer in writing, and shall maintain with the Employer, a current list of authorized stewards and the section they represent within the nonappropriated fund area.

Section b: The Union retains its right to designate its representatives without interference. The effective use of stewards and a reasonable distribution of their Union workload enhance a sound union-management relationship and contributes to the efficiency of activity operations. The Employer agrees to recognize the stewards duly authorized by the Union. Stewards shall be eligible employees in the unit. The number and location of stewards will be as follows: there may be one steward from each individual fund regardless of size; there may be two stewards from each fund which contains 50 or more eligible members of the unit. Stewards will not normally perform representational duties outside their assigned area. When authorized by the Union president or executive vice president to perform representational duties, outside their assigned area, the stewards' supervisor and the Human Resources Officer will be notified of the special assignment. The Employer further agrees to recognize not more than an equal number of alternate stewards who will perform steward duties only in the absence of the primary stewards of particular areas to which assigned as an alternate.

Section c: The Employer agrees to recognize the officers and duly designated representatives of the Union and shall be kept advised in writing

by the Union of the names of its officers and representatives.

Section d: OFFICIAL TIME RELEASE PROCEDURE

The Union and the Employer will guard against use of excessive time by the Union officers and stewards in performing their representational duties. In order to develop and maintain effective labor management relations, the Employer agrees to allow official time as provided in Article 7 to employees who are officials/stewards of the Union who have been designated in writing and who are otherwise in a duty status to accomplish the specified functions as set forth herein. Only one such Union steward/official will be permitted to attend authorized functions on official time unless an exception is granted on a case-by-case basis by the Employer, or unless more than one representative is authorized by specific provisions of this Agreement.

The following procedures shall apply to Union representatives who wish to leave their assigned work area on official time, as authorized under this Agreement:

1. When a Union representative desires to leave their assigned work station to conduct authorized Union-Management business, that Union representative must first report to and obtain permission of the immediate supervisor. In requesting release, the Union representative will inform the supervisor of the nature of the function to be performed, destination, name(s) of employee(s) to be contacted, estimated duration, etc.
2. Subject to the provisions of this Article, and if workload conditions permit, the Union representative shall be released. If release cannot be granted because of workload considerations, the supervisor shall advise the Union representative when release would be appropriate.
3. When the Union representative intends to meet with employees in another work area, the representative's supervisor shall make arrangements for such meeting with the first level supervisor of the employees involved, subject to workload conditions.
4. Upon release, applicable portions of the AFMC Form 949 will be completed by the supervisor and the Union representative (see Appendix 1).

5. Upon entering a work area other than their own to meet with unit employees, the Union representative shall advise the immediate supervisor of his/her presence, the employees to be contacted, and estimated duration.

6. Upon completion of authorized Union-Management business, the Union representative shall advise the immediate supervisor of the contacted employees of his/her departure.

7. Upon return to the work area, the Union representative shall advise the supervisor of his/her return. The supervisor shall sign the representative in on AFMC Form 949 annotating the amount of official time actually used and retain the form for accounting purposes. The Union representative shall be given a copy of the form when it is completed.

8. For meetings called or approved by management officials which require the presence of a steward, the management official arranging such meeting shall arrange for the steward's release, to include shift adjustment (e.g. partial, full) if required, through contact with the steward's supervisor. The management official arranging such meetings shall provide to that supervisor the information necessary for release. All other provisions of this Section shall apply. This paragraph shall also apply to grievance presentation meetings held in accordance with Article 27, Grievance Procedure.

Section e: If it becomes necessary to transfer a person designated to represent the Union to another shift, or work area, the representative shall retain their representation rights until the Union removes the rights or transfers them to another representative.

Section f: Authorized representatives of American Federation of the Government Employees will be allowed to visit the NAF activities at reasonable times on authorized Union official business subject to applicable security regulations. Arrangements for such visits will be made with the Fund Manager, and in the case of Central Base Fund activities, with the Human Resources Officer. When the visit is for internal Union business, it must be conducted during employee's non-work time.

Section g: In recognition of the Union's right of representation as provided in applicable provisions of the Federal Personnel Manual and Air Force Regulations, the Employer agrees to notify the Union when a formal discussion or hearing is scheduled in connection with an employee grievance, and the employee is not represented by the Union, in order for the Union to have an opportunity to have an observer present.

Section h:

(1) The Employer agrees to grant official time to a specified number of Union officers and stewards to attend Labor Relations training determined to be of mutual benefit to the Employer and the Union. The total official time granted for training in any 12-month period will not exceed 125 hours, no more than 50% of which will be granted from the same NAFI. The Union will provide a list of attendees after the training is completed. In the interests of providing proper representation, to employees of the unit, the Union agrees to train its stewards in performance of their representational duties. The Employer agrees to release duly appointed NAF stewards for training purposes. Therefore, when stewards are otherwise in a duty status, official time for training will be granted to the extent practicable.

Official time will be approved except in cases where the absence of an employee or employees would significantly interfere with the Employer's mission. When disapproval occurs for this reason, the reasons for such disapproval will be furnished to the activity local Union president at the time of disapproval.

(2) To provide for release of stewards for training, the Union will submit requests for official time to the NAF Human Resources Office through the WRALC/DPLD Labor Relations Office, at least 21 days prior to the training date. If release of the employee at the requested time will cause significant interference with the Employer's mission, the Employer will notify the Union and a mutually agreeable time for release will be developed. The union will not request release of a steward and an alternate at the same time.

Section I: FUNCTIONS FOR WHICH A REASONABLE AMOUNT OF OFFICIAL TIME IS AUTHORIZED

When work conditions are such that the steward/official may be excused from work, a reasonable amount of official time will be granted. Representatives will provide the supervisors sufficient information to allow the supervisors to understand the complexity of issues for which Official Time is requested. It is the parties' intent that any official time agreed to by the parties authorized under section 7131(d) of the Federal Service Labor Management Relations Statute will be encompassed within one of the following activities. Official time which is reasonable, necessary and in the public interest will be granted for the following activities:

- (1) present grievances at any step of the Negotiated Grievance Procedure or associated Alternate Dispute Resolution Procedure as specified in Article 27;
- (2) represent an employee or the Union at an arbitration hearing;
- (3) appear as a witness at any step of a grievance;
- (4) appear as a witness at an arbitration hearing;
- (5) attend meetings scheduled by management;
- (6) meet and confer or consult with management;
- (7) represent an employee in appeal hearings covered by statutory procedures;
- (8) represent the Union on approved committees authorized by this Agreement;
- (9) represent the Union on the DoD wage fixing authority wage survey teams or other approved labor management fact-finding studies;
- (10) be present as an observer in an adverse action proceeding or grievance adjustment where the Union is not the employee's

- representative (subject to approval of the hearing officer in charge of the proceeding);
- (11) represent the Union in formal discussions involving personnel policies, practices, working conditions, or grievances between bargaining unit employees and management;
 - (12) represent the Union in investigatory interviews between supervisors and employees in accordance with Article 5.03c;
 - (13) participate in partnership activities as authorized by the installation Partnership Council;
 - (14) participate in informal Unfair Labor Practice resolution proceedings with management officials;
 - (15) prepare employee grievances and appeals;
 - (16) prepare for meetings scheduled with management;
 - (17) assist an employee when designated as their representative in preparing a response to a proposed disciplinary action;
 - (18) prepare responses to management-initiated correspondence, including Promotion Plan Templates (Templates);
 - (19) prepare Union grievances;
 - (20) assist an employee in preparing a response to any personnel action resulting from a directed fitness for duty examination;
 - (21) prepare for arbitration;
 - (22) allow travel time on the base or to the Union office to accomplish any of the above.

SECTION J: FUNCTIONS FOR WHICH A LIMITED AMOUNT OF OFFICIAL TIME IS AUTHORIZED

a. When work conditions are such that the steward/official may be excused from work and the steward/official represents an employee from outside the representative's organizational area, not more than 12 hours per pay period of noncumulative, nontransferable official time will be authorized for stewards to perform those duties indicated in Section I(15) through (22). It is understood that reasonable time will be granted under the circumstances in this Section for duties indicated in Section I (1) through (14).

b. Extensions for cases involving extraordinary situations may be granted, in writing, upon mutual agreement of the local Union president and the activity Human Resources Officer.

SECTION K: RESTRICTIONS ON OFFICIAL TIME

No official time shall be authorized for functions not listed or referenced in this Article unless otherwise mutually agreed by the parties. Moreover, official time is prohibited for any activity performed by an employee relating to the internal business of the Union (including the solicitation of membership, election of Union officials, collection of membership dues, etc.).

SECTION L: OFFICIAL TIME FOR EMPLOYEES

Employees who are otherwise in a duty status will be granted official time to prepare and present appeals and grievances under the Negotiated Grievance Procedure in accordance with Article 27. Employees will be released at the earliest opportunity consistent with workload requirements. The total time authorized for preparation of a grievance is as follows:

Step 1 - 1 hour

Step 2 - 45 minutes

ARTICLE 8 EMPLOYEE UTILIZATION

Section a: The Employer agrees that employees will be assigned, to the fullest extent practicable, to work which is appropriate to their occupational titles and at a level commensurate with their pay. An employee will not be placed in a non-pay status for the purpose of recouping funds expended for payment of overtime.

Section b: The Union agrees through the steward system to encourage employees to put forth their best effort whereby the fund in which they are employed can provide the maximum service possible. Employees will be alert to avoiding idleness except during authorized rest and lunch periods.

Section c: The Employer agrees to inform the Union prior to any changes which may affect the organizational structure of a fund activity or which may adversely affect employees in the unit.

ARTICLE 9 HOURS OF WORK

Section a: The administrative workweek will consist of seven consecutive days extending from 0001 Sunday through 2400 hours the following Saturday. The basic workweek shall normally be five days, Monday through Friday. Uncommon tours of duty which include Saturday or Sunday or both may be required where operations extend over more than five days of the administrative workweek. The occurrence of a holiday shall not affect the designation of the basic workweek.

Section b: The regularly scheduled workweek for regular category employees in the unit shall consist of 20 to 40 hours. No employee who is called back to work on an unscheduled basis will be required to work less than 2 hours. When an employee fails to report to work for a scheduled tour of duty, requiring management to call in a substitute employee to perform the duties of the absent employee, and the absent employee then appears for work, the employee who was originally scheduled to work and was late without reasonable justification, may be released from duty if the fund manager or designee determines that their services are not required. Regular category employees will not be scheduled to work less than 20 hours per week if the facility is in operation that length of time and his/her services may reasonably be required. When work schedules are adjusted, consideration will first be given to revising up to or toward 40 hours per week the schedule of regular employees.

Section c: Nothing in this Section shall require the Employer to negotiate over the numbers, types, and grades of employees assigned to any organization subdivision or work project.

(1) When the Employer proposes to adjust the starting and/or quitting time of an established shift and such change is within the discretion of the Employer, the Union will be notified and afforded the opportunity to submit proposals in accordance with Article 2 of this Labor Agreement.

(2) When the Employer plans to cancel or establish a shift and the action will result in significant adverse impact on bargaining unit employees, the Union will be notified and afforded the opportunity to submit proposals concerning the impact and implementation of the changes in accordance with Article 2. If the mission of the organization requires immediate implementation of the changes, the Union will be notified and impact will be negotiated after the fact, if requested.

(3) When management finds it necessary to change the shift or tour of duty of one or more bargaining employees, notification to the employee(s) will be made in accordance with AFMAN 34-310, this Agreement and other applicable laws, rules, and regulations. In the exercise of this right, management will make reasonable efforts to provide timely notification.

Section d: In most work situations, an occasional short break is, conducive to employees' well-being and will result in a more productive work relationship. Therefore, unless clearly inconsistent with operational requirements, e.g., a one-person station, or an area where the work atmosphere is so relaxed that a break is unnecessary, employees will be permitted a 15-minute break period in each scheduled four consecutive hours of work. The supervisor will determine when a break may be taken; however, it will not be authorized as a continuing part of a meal period nor later than one hour before the end of a shift. Breaks will be taken close to the work area. Employees stationed at one person stations will be permitted to have refreshments at their duty station in lieu of a 15-minute break.

Section e: Changes to meal periods shall be as provided in Section c (2). The meal periods shall be for a duration of not less than 30 minutes or more than 60 minutes, and shall be the same time each day of the scheduled period if workload permits. No employee will be permitted to work more than 6 consecutive hours in any workday without a meal period. Non-paid meal periods are the employee's own time and shall not be interfered with nor shall employees be prevented from leaving their work area during this time. On-the-job paid meal periods will be authorized only when it is not reasonably practical or economical to provide a normal meal period. In such cases, employees will be authorized a 20-minute on-the-job meal period during a designated period, normally the same time each workday, in which they may have their meal. Such meal periods are considered as time worked and must be taken on or near the employee's work station.

Section f: Each organizational element will determine and allow, as required by the nature of the job, a reasonable amount of time for employees to clean up prior to the lunch period and at the end of the workday. In the same manner, a reasonable amount of time will be allowed employees to clean work area, tools and equipment, and store tools and equipment. A reasonable amount of time will be allowed within the established tour of duty to change into and from required uniforms or special work clothing.

Section g: The two days outside the basic 5-day workweek will be consecutive unless otherwise requested by an employee and approved by management or unless necessary to comply with other provisions of this Agreement. Where uncommon tours of duty are in effect, the scheduling of rest days will be accomplished on a volunteer basis so far as possible. Where two or more persons wish to have the same rest day and position skills are not a determining factor, assignment will be made on the basis of seniority as determined by the Service Computation Date (SCD).

Section h: Employees in the same job skills and grade level of the same NAFI may exchange days off and shift assignments for periods of short duration, but in any event not more than two consecutive work weeks, by mutual consent and with the approval of their immediate supervisor. Approval of such an exchange may not be granted if overtime may result there from. Upon approval of the exchange, employees involved will be responsible for reporting at the proper time to the shift to which being exchanged.

Section i: Under justifiable circumstances and at the discretion of supervision, occasional unavoidable tardiness of less than one hour upon reporting for work may be excused. Tardiness which has been excused or charged to annual leave may not be a basis for disciplinary action, but may be used to establish a pattern for a proposed action.

ARTICLE 10 OVERTIME

Section a: Overtime is defined as time worked within a single NAFI in excess of 40 hours within the administrative workweek or in excess of 8-hours within the scheduled workday. Pay for overtime work will be at the rate prescribed by applicable laws and regulations.

Section b: The Employer will determine if and when overtime work is required, the number of employees and requisite skills needed to accomplish the work and the pool from which the workers will be drawn. When seeking volunteers for overtime, first consideration will be given to those employees who are regularly and currently assigned to the job, which is to be done on overtime. When there are more or fewer volunteers than needed, the overtime work will be rotated among volunteers or draftees in an equitable manner.

Section c: Upon receipt of a timely request, an employee will be excused from a planned overtime assignment provided another employee in the NAFI affected, in same job category and possessing the same required skills and is available for assignment.

Section d: Employees called back for overtime work will be provided overtime work or pay for at least two hours after they arrive for duty.

Section e: In case of disputes regarding the equity and fairness of overtime distribution, the Employer will provide pertinent information concerning overtime worked to the affected employees and/or their Union representatives. It is agreed that records of overtime worked will be maintained by the Employer and shall be disposed of in accordance with applicable regulations governing records disposition.

Section f: Employees assigned to overtime work will be given as much advance notice as possible. Notification for planned overtime work on Saturday and Sunday shall be made no later than noon Thursday unless circumstances beyond the NAFI Manager's control prevent such notice. In this latter event, the employee will be informed of the reason for lack of advance notice. An employee required to continue working because of the unexpected absence of another employee on the shift immediately following theirs will be relieved as soon as possible; however, a request from the employee to be allowed to continue working will be considered.

Section g: Managers or supervisors will determine if overtime is needed. However, if a supervisor requires an employee to perform duties regularly outside normal working hours, or assigns additional workloads or projects that result in overtime but takes no steps to approve overtime work and pay, the employee may personally request the overtime. When such a request is received, the supervisor will:

(a) Review the work requirement and adjust the work schedule accordingly; or:

(b) Request that the overtime work and pay be approved. If the supervisor does neither (or feels that the work requirements do not call for overtime) but the employee still feels that additional hours must be worked, the employee's request is sent to the overtime approving official who approves or disapproves the request. If the overtime request is disapproved, yet overtime work is still required, the employee may file a claim for monies due or file a grievance, but not both.

Section h: Irregular or occasional overtime is rounded up or down to the nearest full quarter hour. An employee is paid for every minute of overtime that is scheduled as part of an employee's regularly scheduled workweek.

ARTICLE 11 PAY PROVISIONS

Section a: NAF employees are paid in accordance with applicable laws, rules, and regulations. If a supervisor requires, suffers, or permits non-exempt employee to work beyond completion of scheduled hours but takes no steps to see that the employee is compensated for the work, the employee may, in a timely manner, file a claim for monies due or file a grievance but not both.

Section b: The minimum wage provisions of the Fair Labor Standard Act, as amended apply to all employees. The minimum rate to be paid to an employee shall be no less than the applicable Federal, State or municipal minimum wage rate, whichever is higher.

Section c: The effective date of any pay adjustment resulting from a wage survey will be in accordance with directives from the Office of Personnel Management (OPM).

Section d: A within-grade increase becomes effective on the first day of the first pay period following the completion of the required waiting period, provided the employee's work is determined to be satisfactory or better on that date and he/she has not received an equivalent increase in pay during the waiting period.

Section e: All employees shall be eligible for advancement to the next higher step, unless they are in the highest step, in accordance with applicable regulations.

Section f: Within-grade step increases will be granted except when:

1. The employee is not performing at a satisfactory level and
2. The employee is given written notice prior to eligibility for the within-grade step increase that the within-grade step increase is being withheld. The written notice of the determination to withhold an employee's within-grade increase shall be signed by both the immediate supervisor and activity manager or NAFI custodian. The written notice shall:

- (a) State the basis for withholding the within-grade increase;
- (b) Refer to previously held discussion with the employee as required by applicable regulations; and
- (c) State what improvement is required to bring their work up to an acceptable level of competence. Failure to inform the employee by written notice by the end of the waiting period cannot serve as a basis for granting the within-grade increase.

Section g: An employee may request a reconsideration of a determination to withhold the within-grade increase in accordance with applicable regulations. The employee may be represented by a Union officer or steward, or any representative of his/her choosing, during the reconsideration process.

Section h: The Employer agrees to furnish at no cost to the employees all uniforms, which the Employer requires the employees to wear in the performance of their duties. A uniform is defined as one or more distinctive articles of clothing or wearing apparel (except shoes, unless safety shoes are required) worn by members of a particular group and serving as a means of identification. Where uniforms are required, employees shall be furnished a minimum of three (3) sets.

Section i: Tipped employees will record tips on IRS Form 4070 and turn in the form at the end of each shift worked. Tips charged on commercial credit cards at any Robins Air Force Base Nonappropriated Fund Instrumentality (NAFI) will be paid to employees at end of the pay period in which the tips were charged, and included as part of the regular paychecks distributed for that pay period. The employer will insure the charged tips are reported as "taxable tips" to employees only one time.

Section j: During their normal duty hours, food service employees who are entitled to meal periods will be allowed to purchase food items at reduced prices from the fund at which they work. Food available for reduced prices will include beverages, items from serving lines and pre-prepared items from snack bars. Not included are salad bars (after 1800 hours), items which are prepared to order, or alcoholic beverages. The reduction of cost will be applied according to the following table:

<u>Regular Price</u>	<u>Total Cost of Purchased Items Items To Be Reduced By</u>
.20 - 1.00	.30
1.01 – 2.00	.50
2.01 – 3.00	.70
3.01 or more	1.00

For purposes of the reduced price meals, a food service worker is defined as a NAFI employee who stores, handles, prepares, cooks, serves, sells, or delivers food products or those utensils used in the preparation of food products.

ARTICLE 12 HOLIDAYS

Section a: Employees who are entitled to holiday pay will be paid according to governing regulations.

Section b: Observed holidays will be in accordance with AFMAN 34-310.

Section c: Eligible employees shall receive their regular straight time pay for holidays on which they are not required to work.

ARTICLE 13 SICK LEAVE

Section a: Sick leave, if available and in accordance with AFMAN 34-310, this Agreement and other applicable laws, rules and regulations, shall be granted to regular employees who are incapacitated for performance of their duties because of sickness, injury, quarantine, or illness resulting from immunization or vaccinations (whether or not required as condition of employment); or for medical, dental, or optical examination or treatment, including periodic physical examinations for retention of status in a Reserve component of the Armed Forces or National Guard. When an employee requests sick leave because a member of his/her immediate family is afflicted with a contagious disease and requires the care and attendance of the employee, or when, through exposure to a contagious disease, the presence at work of the employee would endanger the health of others, the employee must present a certificate by a doctor or health department to document the need.

Section b: Leave for prearranged medical, dental, or optical examinations or treatments should be requested as soon as possible after the appointment is made. Employees should secure such appointments outside their scheduled duty hours when possible.

Section c: In requesting leave under the provisions of this Article, the employee shall notify his or her immediate supervisor, or person designated by the Employer, of incapacitation for duty as soon as possible after the start of the employee's work tour, but normally not more than two hours after the work tour begins. If telephone facilities are not available, mail channels should be used on the first day of the requested sick leave. In unusual circumstances, a request for emergency sick leave may exceed these deadlines. As an exception to the proceeding policy, employees of the Child Care Center will use the following proceeding policy for requesting sick leave: these employees will be required to notify their immediate supervisor or person designated by the Employer, of incapacitation for duty at least one hour prior to the scheduled start of the employee's work tour. Failure to do so without proper justification may be cause for disciplinary action.

Section d: Employees are required to submit a certificate from their attending medical practitioners to substantiate requests for sick leave in excess of three consecutive days. The certificate must cover all absence beyond the third workday and show that the employee was incapacitated for duty for the entire period covered by certificate. In cases of extended illness, medical certificates may be required periodically if necessary to establish the employee's continued incapacity to return to duty. If the employee is out sick more than three consecutive workdays and not attended by a physician, the employee's personal statement with sufficient evidence as to the nature of the illness and that he/she was incapacitated for duty for the period exceeding the first three workdays, will be accepted in lieu of a doctor's certificate. If the Employer has reason to believe that an employee is abusing his/her sick leave privilege, the employee will be advised by the Employer of the questionable sick leave record and why he/she is suspected of abusing sick leave. He/she will also be advised that if his/her record does not improve within a reasonable amount of time (not less than 60 days) a medical certificate may be required for each future absence on sick leave. If this does not bring about an improvement in the sick leave record, the employee will be notified in writing that for a period of 6 months all requests for sick leave must be supported by a medical certificate.

Section e: It is agreed that such cases requiring a medical certificate shall be reviewed by the Employer after each six-month period from the date of issuance. If no abuse has been committed by the employee during this period, the requirement for this medical certificate will be discontinued. When the Employer determines that the restriction is no longer necessary, the employee shall be notified in writing. Abuse during this period is defined as sick absences without medical documentation; however, the parties agree that inadequate documentation or failure of employee's physician to verify the documentation if requested, may result in a charge of absence without leave and disciplinary action.

Section f: It is further agreed that notice of questionable sick leave record shall not be based on sick leave absences which have been supported by a certificate signed by a physician or recognized practitioner, or for the day the employee has been sent home sick by the Employer.

Section g: Ordinarily, a medical certificate will not be required for absences of three days or less. An employee who is absent frequently for short periods of illness may be advised to visit a physician for a physical check up.

Section h: An employee returning a from sick leave, substantiated by a statement from his/her personal physician, will not be routinely required to be examined by a Federal Medical Officer unless his/her absence was due to contagious or infectious disease, major surgery, coronary illness, or as required by applicable regulations.

Section i: When an employee's personal physician makes a recommendation that, due to illness or injury, the employee should be given a temporary light duty assignment; and if the Base Medical Officer verifies the physician's recommendations, the Employer will make a reasonable effort within the NAFI to which the employee is assigned, to accommodate the employee. Such an assignment will normally be limited to 6-8 weeks. The Employer, however, shall not be required to "make work" if there is no need for such services or if the assignment would unduly burden other employees.

Section j: Requests for leave without pay for up to 90 days may be granted when employees have exhausted their sick and annual leave subject to all the following conditions: the application for leave without pay (Standard 71) is supported by a medical certificate containing clear and comprehensive explanation of the illness and the circumstances are such that it is likely that the employee will return to duty.

Section k: In order to allow employees to comply with Section c of this Article, the Employer will assure that all employees are informed of the proper method of requesting sick leave.

ARTICLE 14 ANNUAL LEAVE

Section a: Only regular employees shall be entitled to leave. Leave will be computed on the basis of length of service and percentage of hours worked per pay period.

Section b: Leave will not be credited or available for use until an employee has completed 90 days of continuous service after being employed.

Section c: The maximum amount of leave, which may be carried forward from one leave year to another is 240 hours. Any leave to the employee's credit at the end of each leave year which exceeds the maximum shall be forfeited. An employee shall be afforded an opportunity to use all leave before the end of the leave year that he/she would otherwise forfeit because of the restriction on the amount of leave that may be carried forward from one leave year to another leave year. Leave which has been scheduled and approved will not later be denied if it will cause an employee to forfeit leave provided such leave has been scheduled three months prior to end of leave year. If, due to unusual or unforeseen circumstances beyond the employee's control, excess leave cannot be taken, employees may request carryover consideration from the Services Commander or Director, in accordance with AFMAN 34-310, Chapter 14, this Agreement or other applicable regulations. Such requests will be coordinated through the NAF Human Resources Office to WRALC/DPL.

Section d: All leave which an employee has earned during the waiting period becomes available for use on the day following completion of the waiting period. Thereafter, leave is available as it is earned. Leave which is credited to an employee's account upon completion of a refund of a lump sum leave payment is immediately available for use.

Section e: The use of annual leave is the right of the employee, subject to approval by the supervisor. When determining whether or not to approve leave requested in advance, the supervisor will consider workload, and previously scheduled or emergency annual or sick leave of others, as well as the employee's expressed desires and personal convenience. The supervisor may also remind the employee of the need to accrue annual leave for planned holiday closures. When an emergency arises for which an employee wishes to take annual leave, the employee will request the leave as soon as possible, and normally not later than two hours after the beginning of his/her shift on the first day of absence. As an exception to this policy, employees of the Child Care Center will use the following procedures for requesting emergency annual leave: these employees will be required to notify their immediate supervisor, or person designated by the employer, of the need for emergency annual leave at least one hour prior to the scheduled start of the employee's work tour. Failure to do so without proper justification may be cause for disciplinary action. Leave for absence on a subsequent day or days must also be requested under provisions of this Section, unless the leave was specifically requested and approved in the earlier request.

Section f: Annual leave whether requested in advance or on an emergency basis may be disapproved by the supervisor. However, it is agreed that the employee may request the reconsideration by the NAFI of any request for leave disapproved by a subordinate manager. Such a request will be made on an SF-71. If the request is denied, the official will put the reason for denial on the SF-71 and return it to the employee within 3 calendar days.

Section g: The Employer agrees that NAFI Managers will schedule requested and approved leave for vacation purposes and other purposes known in advance, prior to 31 January of each year. For the purpose of this provision, vacation leave is understood to mean any period of five or more consecutive days. If a conflict arises between two or more employees in the same fund activity where such employees cannot be scheduled for same vacation period because of the workload requirements, and the supervisor and employees concerned are unable to resolve the conflict by mutual agreement, it is agreed that priority choice will be made on the basis of the employee(s) in the job category who possess the most seniority in the fund activity. Only one scheduled leave period may be designated on a seniority

basis as vacation leave during any leave year. Once such vacation leave has been scheduled, the employee concerned may request a change in the schedule, provided that the choice of another employee is not thus changed.

Section h: Upon termination of employment, all employees will receive payment for all earned annual leave except those employees terminating employment during the first 90 days of their appointment.

Section i: The Employer must reasonably accommodate employees sincerely held religious beliefs or practices unless doing so would impose an undue hardship on the employer. A reasonable religious accommodation is any adjustment to the work environment that will allow the employee to practice his/her religion. Flexible scheduling, voluntary substitutions or swaps, job reassignments, lateral transfers and modifying workplace practices, policies and/or procedures are examples of how an employer may accommodate an employee's religious beliefs. The Employer is not required to accommodate employees' religious beliefs and practices if doing so would impose an undue hardship on the employers' legitimate business interest. The employer can show undue hardship if accommodating an employee's religious practices requires more than ordinary administrative costs, diminishes efficiency in other jobs, infringes on other employees' job rights or benefits, impairs workplace safety, causes co-workers to carry the accommodated employee's share of potentially hazardous or burdensome work, or if the proposed accommodation conflicts with another law or regulation. Such time off will be charged to annual leave or leave without pay.

Section j: An employee will be granted annual leave, if accrued, or leave without pay if the employee does not have accrued leave, in case of a death in the immediate family.

Section k: Employees are expected to accrue sufficient annual leave for use during scheduled periods of base closure when such closures are announced at least six months in advance. Employees who do not accrue sufficient annual leave will use leave without pay during scheduled base closures unless the employer has a need for their service.

Section 1: In order to comply with Section e of this Article, the Employer will assure that all employees are informed of the proper method of requesting annual leave.

ARTICLE 15 MISCELLANEOUS LEAVE

Section a:

(1) Except in cases of worker's compensation and absences for military leave, employees may be granted leaves of absence without pay after exhausting their accumulated annual leave when it is expected that one of the following objectives will be achieved and that the employee will return to duty:

- (a) Improved job performance.
- (b) Protection or improvement of employee's health.
- (c) Retention of a desirable employee.

(2) When LWOP is disapproved, the employee may present a request for reconsideration by completing an SF-71 to the next higher level of supervision. If the request is denied, the official will put the reason for denial on the SF-71 and return it to the employee within one workday.

(3) Provided the employee returns to duty immediately following the approved period of leave without pay, the Employer agrees to restore him/her to the same or a similar position at the pay rate, status and entitlements held at the time of entry into such absence as altered by any reorganization or reduction in force, which may have occurred during the absence.

Section b:

- (1) If an employee is called for jury duty, or to serve as a witness in a non-official capacity on behalf of a Federal, state or local government, he/ she will be granted court leave. He/she will present the court order, subpoena, or summons to the Employer. The employee will collect and retain all allowances for expenses incident to services as juror or witness.
- (2) When an employee is subpoenaed for jury or court service, he/she will promptly notify his/her supervisor so arrangements can be made for absence from duty. If employees serving as jurors are excused or released by the court, they are expected to return to duty unless this would be impractical.

- (3) In determining whether the employee will be required to return to duty, the supervisor considers the amount of time remaining in the workday, any special need for the employee's services, the distance involved, and the type of transportation available. An employee is not expected to return to work if less than two hours of the workday remains. If employees fail to return to duty as directed, they are charged annual, leave without pay, or absence without leave for the excess time involved.

Section c: Absence for Voting or Registration.

Activities should assemble and maintain up-to-date information as to voting hours in all political subdivisions in which their employees reside. This information should be made available to employees. On the basis of this information, activities must determine the amount of excused absence to be permitted and must inform employees of these determinations. As a general rule, employees requesting time off to vote are 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. Normally, where the polls are open either 3 hours before or 3 hours after the employee's regular duty hours, no time off is granted. (This is the case in most jurisdictions.)

Employees on flexible work schedules can be excused only for those hours which cannot be accommodated by their flexible schedule. Because of special circumstances, the general rule stated above may not permit sufficient time for voting, in which case the employee is excused for the additional time necessary, but not more than 1 workday. Where the employee's voting place is beyond normal commuting distance, and voting by absentee ballot is not permitted, the employee is granted sufficient time off to make the trip. Time off in excess of 1 day is charged to annual leave, previously-earned compensatory time off, or leave without pay. The employee voting in jurisdictions where registration in person is required is 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 reasonably can be accomplished in 1 day.

Section d: Employees who volunteer as blood donors will be excused, workload permitting, for up to four hours without charge to leave or loss of pay to travel to the donor site, be tested, donate blood, recuperate and return

to the work site. If a blood donation is refused, the employee will return to work. Additional time will be authorized if necessary to recuperate. This type of leave is normally available only to the day shift and must be taken on the date blood is donated.

Section e: When employees are required by the Employer to take a medical examination or to obtain chest x-rays or similar medical services administered as part of the health program at the activity, they will be considered in a duty status during the time necessary to obtain the examination or treatment.

ARTICLE 16 DISCIPLINE

Section a: Discipline or a disciplinary action refers to an oral admonishment, a reprimand, a suspension, a downgrade, or a removal, as defined in AFMAN 34-310 and intended by the Employer as a penalty for a breach of standards by an employee. Any disciplinary action taken must be based on good cause, be consistent with laws and regulations governing such action, be fair and equitable, and for such cause as would promote the efficiency of the activity. When the discipline to be taken is a suspension, removal, or downgrade, there will be a notice of proposed action, the right to reply orally or in writing or both, and a final decision which considers the reply.

Section b: The Employer agrees that in formally notifying the employee of a proposal to suspend, downgrade, or remove, the written notice will inform the employee of the nature of the offense, the reasons for the proposed action, and the right to reply within 15 days to the management official proposing the action. An extension of the reply time may be granted for valid reasons if requested in writing by the employee or representative. The employee will be allowed a reasonable amount of time within the response period, if otherwise in an active duty status, to prepare and submit a response to the proposed action. The written decision should normally be given to the employee within 10 calendar days following expiration of the reply period. The effective date of the disciplinary action will be no sooner than 30 calendar days following the date of proposed notice.

Section c: In any investigatory interview of an employee conducted by a representative of the Employer, the employee has the right to have a Union representative present if (1) the employee reasonably believes discipline may result from the investigatory interview and (2) the employee requests representation. The Employer agrees to inform the employees in the bargaining unit of this right by publishing provisions of this Article at least annually in base publications.

Section d: The Employer and the Union recognize that neither the Employer nor any management official shall be placed in a position of acting as a collection agent, or of determining the validity of contested debts. It is further recognized that an employee's failure, without good reason, to honor debts acknowledged to be valid, or whose validity is supported by a court judgment, or to make and adhere to reasonable arrangements for settlement of debts, is cause for disciplinary action.

Section e: All disputes under this Article, except suspensions which exceed 14 days, removals, or a reduction in grade or basic pay in which an employee exercises appeal rights under 5 USC 7121, will be processed under the Negotiated Grievance Procedure. It is understood that proposed letters of reprimand, suspension, removal, or reduction in grade or basic pay are excluded from the Negotiated Grievance Procedure. Nothing in the Article or Agreement shall preclude employees from exercising their right to present a grievance or appeal as provided by law, Executive Order, rule, regulation, or Air Force policy except as expressly prohibited in Article 27.

Section f: If the supervisor has reason to counsel, orally admonish, or, discipline an employee, it shall be done in private in a manner that will not embarrass the employee before other employees or the public.

Section g: The parties agree that discipline is to be taken only when necessary and then promptly and equitably. If it is necessary to delay discipline, the employee should be informed that discipline is being considered. Reasons for any delay in the prompt administering of discipline will be made a matter of record in the disciplinary action file.

ARTICLE 17

PROMOTIONS AND DETAILS

Section a: The Employer and the Union agree that selections for positions to be filled through promotion are to be from among the best qualified applicants upon the basis of merit and ability. The parties recognize that merit principles and action taken without discrimination are in the best interest of the employees and employer.

Section b: It is agreed that the Employer will utilize to the maximum extent possible the skills and talents of its employees. The Union and the Employer recognize that it is in the public interest that all vacancies to be staffed by promotion be filled from among the best qualified persons referred on the basis of merit and fitness in accordance with AFMAN 34-310, this Agreement and other applicable laws, rules, and regulations. Employees within the Unit are a prime source of such qualified persons and the Employer agrees to give first and full consideration to qualified employees within the NAFI Fund where the vacancy exists, then to all employees serviced by the NAFPC.

Section c: The Employer and the Union agree to refrain from interfering, restraining, or coercing any employee in exercising his/her right to receive consideration for a promotion opportunity for which eligible. In no instance will anyone attempt to persuade or influence a candidate to withdraw from competition, either directly or indirectly. Anyone who makes statements to candidates calculated to influence them to decline further consideration for the position being filled may be subject to disciplinary action. Complaints alleging violations as to interpretation or application of the provisions of this section may be processed under the negotiated grievance procedure.

Section d: When a new position is established, or a vacancy in an established position occurs, the Employer agrees that reasonable efforts will be made to expedite the filling of the position and to assure that positions are not held open pending availability of an individual or in order to provide an individual with a preferential opportunity to apply for or be selected for the position.

Section e: Vacancies for competitive promotion will be announced in writing specifying the job requirements, competitive area, basic starting salary and the minimum qualifications to be considered for the position. Job requirements will reflect valid needs and will not be written in a manner designed to give advantage to a particular person. Vacancy announcements, except for Grade 1 positions, will be posted on NAF notice boards for a period of 5 calendar days prior to closing date of announcement. Vacancy announcements shall include information on how to apply and to whom, and shall inform employees that only those who apply will be considered. One copy of the announcement will be furnished to the Union. Vacancies to be filled by noncompetitive means will be filled in accordance with AFMAN 34-310, this Agreement and other applicable laws, rules and regulations.

Section f: The Employer agrees that qualifications for vacant positions will be based upon valid job requirements and applied without discrimination for age, race, or any non-merit factor. Employees who are considered but not selected will be notified of their non-selection and the name of the person selected. Upon request to the selecting supervisor, an employee will be informed of the reasons for his/her non-selection.

Section g: Employees selected for promotion will normally be placed in the higher graded position within 20 days following official notification of selection and approval of the action by Civilian Personnel. When an employee is due a within-grade increase within two pay periods of the proposed date of promotion, the employee may request delay of the promotion not to exceed the second pay period.

Section h: Temporary noncompetitive promotions and details to a higher grade will be rotated among qualified employees within the NAFI on a fair and equitable basis based on performance scores using SCD as a tie breaker, in accordance with AFMAN 34-310, this Agreement and other applicable laws, rules and regulations.

ARTICLE 18
REDUCTION IN FORCE (RIF)

Section a: A RIF is the release of an employee from a competitive level because his or her position has been abolished or because he/she has been displaced by a senior individual. The Employer further agrees to notify and discuss with the Union the necessity for reduction-in-force as soon as possible prior to effecting any such action.

The Employer agrees to inform the Union of the affected competitive levels and the number of employees affected as soon as possible after the information is available. The employee shall be provided the original and one copy of the notice and advised they may supply the copy to the Union.

Section b:

(1) RIF entitlements apply when there is a change downward in status from regular full-time.

(2) A bargaining unit employee who is adversely affected by RIF, i. e., changed from regular full-time or changed to a lower grade, will receive priority consideration for a return to his or her former employment status or grade in accordance with AFMAN 34-310, this Agreement or other applicable regulations.

Section c: When employees receive a reduction-in-force notice, they shall be permitted to review the retention list upon which their name appears, the list of employees who may replace them, and also the list of employees whom they may replace, subject to restrictions imposed by law, statute or regulation.

Section d: Acceptance or declination of a position by an employee on the priority list will not affect his/her status on the list nor eligibility for reemployment in a regular full-time position.

ARTICLE 19

JOB DESCRIPTION AND JOB CLASSIFICATION

Section a: Job descriptions will be written based upon the duties and responsibilities assigned to positions in accordance with AFMAN 34-310, this Agreement and other applicable laws, rules and regulations. Employees shall be afforded the opportunity to discuss with the Employer their job description or job classification for any alleged inequity.

Section b: The Employees will be furnished by the Employer a current copy of their position description, and any subsequent changes to the job description will be provided when changes occur.

Section c: When an employee questions the accuracy of his/her position description, he/she may submit a request for review of the job assignment to his/her supervisor. If a satisfactory resolution is not reached, it may be elevated through supervisory channels to the NAFI manager. The employee is entitled to a representative to accompany and assist him/her at any stage of this proceeding. The employee's representative will be designated in writing. If mutually agreed that the description is inaccurate, corrective action will be implemented by the Employer.

Section d: The Employer will, upon request by the Union, furnish copies of such classification descriptions as might be necessary to accomplish a resolution of an individual's dissatisfaction concerning job classification.

Section e: Employees will, upon request through their supervisor, be furnished authorized information concerning wage data pertaining to their job classification and grade.

ARTICLE 20

EMPLOYEE DEVELOPMENT

Section a: The Union may submit suggestions and recommendations and consult with the Employer concerning training programs and the technical content thereof. The standards of conducting training and the need for such training will be determined by the Employer in accordance with AFMAN 34-310, this Agreement and other applicable laws, rules and regulations.

Section b: In recognition of the mutual advantage to the Employer and to the employee, the Employer agrees to make a sincere effort to utilize existing employees within the NAFI concerned when training is determined to be necessary for new jobs and/or skills. If training will lead to promotional opportunities, selection for such training will be in accordance with the promotion procedures established in Article 17, Promotions and Details, AFMAN 34-310, this Agreement and other applicable laws, rules and regulations.

Section c: Job training required by the Employer, as distinguished from self-development for which the employee voluntarily applies, shall be accomplished on the Employer's time.

ARTICLE 21 HEALTH AND SAFETY

Section a: The Employer agrees to the full extent of its authority and in accordance with AFMAN 34-310 and within the Employer's capability and budgetary limitations to make every effort to provide a wholesome, safe, and healthful working climate for all employees; assure prompt and proper reports of accidents and injuries; create a climate of safety consciousness in all supervisors and employees; and insure prompt and complete reporting of on-the-job injuries to the Air Force Insurance Fund, Department of Labor, so that a fair and equitable settlement can be made. The Union agrees to vigorously support the safety program through encouragement to all employees to conscientiously abide by established safety rules, regulations, directives, etc., to report to their supervisors any known hazardous condition or procedure for the purpose of making such condition or procedure safe; to report job-connected injuries or illness to their supervisor immediately and complete a report of injury or occupational illness.

Section b: It is agreed that no employee shall be required to operate, repair, or perform work on or about moving or operating machines without proper precautions, protective equipment and safety devices, nor shall any employee be required to work in areas where conditions are detrimental to health, as determined by proper medical and safety authorities, without proper protective equipment and safety devices. Protective equipment and safety devices required by the Employer will be furnished by the Employer.

Section c: Should an Employee claim that a job to which he/she has been assigned will immediately endanger life or limb, he/she shall promptly report the circumstances to his/her immediate supervisor. The immediate supervisor should inspect the job to insure that it is safe before requiring the employee to carry out the work assignment. If the condition is found to be unsafe, the immediate supervisor will report the condition to the fund manager for corrective action.

Section d: If an employee is injured on the job, the Employer will provide first aid and/or emergency transportation to appropriate medical facility. A copy of the accident report will be made available to the Union, unless prohibited by AFMAN 34-310, this Agreement or other applicable laws, rules or regulations.

Section e: When the Employer determines that an employee is physically impaired for duty, except under the influence of alcohol or narcotics, after reporting to work, the NAFI manager to which the employee is assigned will assist the employee in obtaining transportation to his/her home or to a physician, if such assistance is needed. If the employee disagrees with the Employer's determination of impairment, then the issue shall be resolved by examination at the installation medical facility at no cost to the employee. If employees do not wish to be examined at this facility, they shall submit a determination from a physician of their own choosing at no cost to the Employer.

Section f: Employees who have sustained an on-the-job injury shall be provided limited duty as prescribed by a licensed physician when such work is available.

Section g: Information concerning workmen's compensation insurance and sick allowance, when applicable, shall be furnished by employees of the unit upon request.

Section h: All employees shall adhere to sanitary regulations and such other reasonable personal hygiene habits and cleanliness, as may be prescribed by the Employer, AFMAN 34-310 and other applicable laws, rules and regulations.

ARTICLE 22
ORIENTATION IN LABOR-MANAGEMENT
RELATIONSHIPS

Section a: The Employer agrees that during employment processing, new employees hired in the unit shall be informed of the existence of the bargaining unit, their rights under the Reform Act, and applicable Air Force regulations, and introduced by management to the Union steward for the fund to which the employee is assigned. If the steward is available at a later date, they shall be introduced to any new employee assigned to his/her fund area.

Section b: The Employer agrees to post a copy of this Agreement and changes thereto on at least one notice board in each fund activity to which employees have access. Fund managers shall make a copy of the Agreement and any changes thereto available for review by an employee in the unit upon request, within 60 days after approval of this Agreement. One hundred and fifty (150) copies and any changes thereto of the Agreement will be furnished to AFGE Local 987.

ARTICLE 23

DUES WITHHOLDING

Section a: In accordance with AFMAN 34-310, other applicable regulations and the agreement reached between the Employer and the Union, the Employer shall deduct Union dues from the pay of all eligible members of the Union who voluntarily authorize such deductions. The Union agrees to assume responsibility for purchasing and distributing to its members SF 1187's, and assuring members return completed forms to the Union. The Union agrees to assume responsibility for forwarding properly executed and certified SF 1187's to the NAF Human Resources Office on a timely basis.

Section b: Standard Forms 1187, "Request for Payroll Deductions for Labor Organization Dues", will be furnished to the employees by the Union. Employees covered by this agreement may apply for payroll deduction of Union dues at anytime. Such requests will be submitted to the servicing NAF Human Resources Office. Employees who have subscribed for payroll deduction of Union dues can have their allotments terminated effective the first full pay period after the anniversary day of their membership each year when Standard Form 1188, "Cancellation of Payroll Deductions for Labor Organization Dues", or other written request is received by the NAF Human Resources Office or Accounts Control Section prior to their anniversary date. The Employer shall attach to the payroll deduction listing submitted to the Union a copy of each completed SF 1188 or employee's written request received during the previous pay period. Upon request Standard Forms 1188 will be furnished to the employees by the Servicing NAF Human Resources Office. Termination cannot be effected at other times as the employee is represented by the Union, except upon notification to the NAF Human Resources Office or Accounts Control Section by the Union that an employee has been expelled or ceases to be a member in good standing with the Union. After receipt of such notice, the allotment will be stopped as of the next complete pay period. Employees are limited to one allotment from their pay for payment of labor organization dues. Management will be responsible for insuring that the NAF Human Resources Office will notify an employee submitting an SF 1187 when that employee is not eligible for an allotment because he/she is not included under the recognition on which this Agreement is based.

Section c: Deductions will not be made for an employee who has been in a nonpay status for the pay cycle. The Union will certify on the Standard Form 1187 the amount of its dues and will inform and educate its members on the program for allotments for payment of dues and the uses and availability of the required form. The Union agrees that the amount of an employee's dues allotment will not be changed more than once every one (1) year. A change in the amount of dues will be furnished to the Employer, NAF Human Resources Office, by the Union at least six (6) weeks prior to the effective date the increase is to be implemented. An allotment will be terminated as of the next complete pay period when an employee leaves the bargaining unit or when the employee is suspended or expelled from the labor organization. The Union President will notify the NAF Human Resources Office in writing when a member who has authorized dues withholding is suspended or expelled from the Union.

Section d: The Union will be presented a check by the NAF Financial Management Officer for lump sum payment of Union dues collected for the preceding pay cycle. Each remittance will be accompanied by a statement giving the following information:

- (1) Identification of the Office or installation.
- (2) Identification of the Union (AFGE Local 987).
- (3) Names of members for whom deductions previously authorized were not made, with coding to indicate the reason for non-deduction.
- (4) Total number of members for whom dues were withheld for AFGE Local 987.

This information will be mailed to the following address:

AFGE Local 987
American Federation of Government Employees
Post Office Box 1079
Warner Robins. Georgia 31099-1079

Section e: Questions arising over the deduction of Union dues will be presented by the Unions' President or Treasurer to the NAF Financial Management Official. The Union, following each election of officers, will notify the NAF Human Resources Office, of the name of the President and Treasurer elected for the forthcoming term of office.

Section f: ADMINISTRATIVE ERRORS: The Employer shall not recoup money from the Union dues remittance payments.

In the event that a member's dues deduction authorization is terminated by said member leaving the bargaining unit, and the employer erroneously fails to immediately terminate said deduction, the employer shall terminate said deduction upon learning of the error. The employer shall start dues deductions effective on the pay period following the submission of Form 1187 as required above. In the event of an administrative error in the starting of such dues deduction, the one-year period for such deductions shall begin on the date such error is corrected. In the event the Employer erroneously pays any monies to the Union as a result of any arithmetic or computer error, the Union shall promptly return said funds to the Employer. Errors resulting from dues incorrectly collected shall not fall within this requirement.

ARTICLE 24

EQUAL EMPLOYMENT OPPORTUNITY

Section a: It is the policy of the Employer and the Union to support an affirmative and positive equal employment opportunity program.

Section b: Discrimination on the basis of race, creed, color, sex, marital status, age, religion, national origin, lawful political affiliation, labor organization membership or physical handicap will not be tolerated. The parties shall cooperate to the fullest extent to assure equal opportunity in employment matters for all employees in the unit.

Section c: Persons with complaints about discrimination shall have the opportunity to have their complaints heard and given fair and prompt consideration. In presenting an EEO complaint, a member of the unit may elect to designate a representative of their choice. Persons with complaints, and their designated representative, if any, will be unimpeded in the pursuit of satisfactorily resolving the matter. The complainant and their representative shall be afforded preparation and presentation time of a complaint in accordance with AFMAN 34-310, this Agreement and any other applicable laws, rules and regulations.

ARTICLE 25 NEPOTISM

Section a: It is understood that the Employer may employ more than one member of a family; however, the Employer agrees to guard against the employment or assignment of husbands, wives, father, mother, son, daughter, brother, sister, uncle, aunt, nephew, first cousin, nephew, niece, father-in-law, mother-in-law, sister-in-law, daughter-in-law, brother-in-law, son-in-law, step father, step mother, step son, step daughter, step brother, step sister, half brother, and half sister into positions where a supervisory relationship could exist, or favored treatment could ensue, or where the job relationship increases the potential of collusion; nor will vacancies be filled based on personal relationship or other types of personal favoritism or patronage. The strict and legal definition will be applied to all of the above terms within the intent of Section 3110, Title 5, U.S. Code.

Section b: Employees shall not be denied consideration for promotion solely on the basis that such a promotion may place the employee in a position of potential collusion if reassignment of the affected employees would eliminate the potential and is agreed upon by the parties concerned and such consideration is not otherwise in violation of the prohibition on nepotism.

ARTICLE 26

GENERAL PROVISIONS

Section a: The Employer agrees to provide a reasonable amount of notice space to the Union for the posting of union notices and literature. All notices and literature, except routine notices of Union meetings, social functions, and elections, will be subject to review by the NAF Human Resources Office and WRALC/DP Labor Relations Office. Any material posted on the notice board will not violate any law, the security of the NAFI, or contain scurrilous or libelous material. The Union will be responsible for posting and removing approved material in the designated space and for maintaining notice board space in an orderly condition.

Section b: The Employer agrees to furnish to the Union one copy of civilian personnel regulations and changes thereto used in the personnel management of employees assigned to the NAFI.

Section c: Facilities of the Employer utilized by NAF activities will be made available to the Union on a space available basis for the purpose of holding meetings for employees in the unit. Any additional costs resulting from the use of the facility which must be borne by any of the NAFI's will be billed to and paid by the Union on an actual cost basis. The Union agrees to leave the facilities in a clean and sanitary condition. All meetings held will be subject to normal security and safety requirements of the Employer.

Section d: A steward is entitled to reasonable privacy when conducting an authorized discussion of a grievance with an employee in the unit.

Section e: The Employer will allow Union officers and stewards the use of Employer telephones in the performance of their functions authorized to be accomplished on official duty time in this Agreement or in accordance with appropriate laws or regulations or AFMAN 34-310. Supervisors will permit stewards to use a phone line which insures the steward reasonable privacy on conduct of functions authorized to be accomplished on official duty.

Section f: The Employer shall make every reasonable effort to provide parking for employees in the vicinity of their work location. A reserved parking space will be provided at the NAF HRO for use by Union Officials when conducting official business.

Section g: The Employer agrees to make reasonable efforts to provide and maintain satisfactory sanitary and washroom facilities and the Union agrees to cooperate in keeping such facilities neat and clean.

Section h: Where individual fund capabilities to finance cash awards permit, an employee suggestion awards program will be established and maintained in accordance with AFMAN 34-310, this Agreement and other applicable regulations.

Section i: Information concerning all benefits provided employees, such as health and/or life insurance, unemployment compensation, retirement, etc., will be given to each employee upon entry in an NAF activity. Additional information on any such benefit will be provided an individual employee upon request.

Section j: Upon request employees will be authorized to review their own official personnel folder maintained by the NAF personnel manager, or their AF-971 file maintained by the supervisor, in accordance with the provisions of AFMAN 34-310, this Agreement or other applicable regulations.

Section k: The Employer and the Union mutually agree that employees in the unit will be encouraged to participate in approved charity drives; however, in no instance shall the Employer or the Union exercise pressure on any employee to contribute, nor will any reprisal action be made against an employee who refrains from contributing. It is agreed that the principle of true voluntary giving to approved fund raising campaigns shall be upheld. No record shall be kept indicating an employee's participation or nonparticipation in any fund raising campaign or savings bond program.

ARTICLE 27

GRIEVANCE PROCEDURE

Section a: SCOPE AND COVERAGE

This Article shall constitute the sole and exclusive procedure available to the Employer, the Union, and employees of the bargaining unit for the resolution of grievances subject to the control of the Employer applicable to any matter involving the interpretation, application, or violation of this Agreement or local supplements thereto, any matter involving working conditions, or any matter involving the interpretation and application of applicable law, policies, regulations, and practices of the Air Force, and NAF activities not specifically covered by this Agreement.

Matters specifically excluded from consideration under this Article are:

- (1) Those for which a statutory procedure exists.
- (2) Those excluded from negotiations.
- (3) The content of published policy.
- (4) Non-selection for promotion from a group of properly ranked and certified candidates.
- (5) An action terminating a term or a temporary promotion and returning the employee to the same or equivalent position from which promoted.
- (6) Non-adoption of a suggestion or disapproval of any type performance award or honorary award program.
- (7) any notice of proposed action.
- (8) actions or decisions taken under the personnel security program.

Section b: INFORMAL DISPUTE RESOLUTION

The Employer and the Union agree Alternate Dispute Resolution (ADR) increases the Parties' opportunities to resolve workplace disputes. Therefore, the parties agree to work in partnership by establishing an ADR Program to use in connection with work place disputes. Both parties also agree that ADR is not intended to replace the negotiated grievance procedure and that use of the ADR process is strictly voluntary. The parties understand that ADR can provide long term solutions to employee-employer conflict through "stakeholder participation and buy-in".

Therefore, the parties agree that the ADR program and procedure will be negotiated and developed at the local level.

Open communication and resolution of disputes at the lowest level is encouraged. In the event informal resolution is not achieved, the initiation of the Step 1 meeting of the negotiated grievance procedure shall serve as the employee's affirmative election of the formal negotiated grievance procedure as opposed to statutory procedures.

Section c: GRIEVABILITY/ARBITRABILITY DETERMINATIONS

The Employer agrees to furnish the Union a final written decision concerning the nongrievability or nonarbitrability of a grievance, within the time limits provided for the written decision in Step 2 of this procedure. The decision shall expressly state that it is the activity's final decision in the matter. All disputes of grievability or arbitrability shall be referred to an arbitrator as a threshold issue of the grievance in accordance with Article 28, Arbitration. If the arbitrator determines that the issue is arbitrable, the arbitrator will hear the merits of the grievance.

Section d: EXTENSIONS OF TIME LIMITS

Time limits in this Article may be extended by mutual agreement of the Employer and the Union. Mutual agreement must be in writing and signed by the activity Local Union President, or a designated representative, and the activity NAF Human Resources Officer, or a designated representative. Management's failure to respond or meet will permit the grievance to be elevated to the next step.

If the agency fails to respond in a timely manner at Step I, the Union has the right to meet with the respective Director of Services (or designee) to discuss only the matter of timeliness. The meeting will include the Step I hearing official, Grievant and the Union steward. This meeting does not preserve the time limits for elevating nor preclude the union from advancing the grievance to Step II.

If the agency fails to respond in a timely manner at Step II, the Union has the option of immediately invoking arbitration or meeting with the 78 MSG/CC Commander or designee to discuss the matter. The meeting will include the 78 MSG/CC Commander or designee, Step II Hearing Official, Grievant and

the Union Steward. The intent of the meeting is to discuss why the response wasn't timely and to seek resolution of the grieved matter. If this meeting does not resolve the issue the Union is free to invoke arbitration, with the timeframes for invoking based on the date of the meeting.

Section e: UNION OBSERVER AT GRIEVANCES WHERE EMPLOYEES REPRESENT THEMSELVES

Any employee or group of employees in the bargaining unit may file a grievance under this procedure with or without the intervention of the Union. If representation is desired, it must be by the Union or someone approved by the Union. If a unit employee presents a grievance directly to management, without Union representation, for adjustment consistent with the terms of this Agreement, the Local shall be given an opportunity to have an observer present at any discussion of the grievance on official time if the observer would otherwise be in a duty status.

Section f: PROTECTION FROM REPRISAL

The Employer and the Union agree that every effort will be made by management and the aggrieved to settle grievances at the lowest possible level. In as much as dissatisfaction and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization.

Section g: NEGOTIATED GRIEVANCE PROCEDURE FOR EMPLOYEE GRIEVANCES

An employee with a *potential* grievance within the control of the Employer will obtain a AFMC Form 913, Standard Grievance Form from the supervisor or the union, complete Part 1 and present the AFMC Form 913 to the supervisor within 20 calendar days of the date of the management action giving rise to the potential grievance or reasonable awareness of such action or occurrence. The employee will inform the supervisor of the nature of the complaint. The employee may request consultation with the designated union representative. Presentation of the AFMC Form 913 does not preclude informal resolution as discussed in Section b.

The first level supervisor will do the following:

- (1) Provide a receipted copy of the AFMC Form 913 to the employee as soon as possible but not later than 1 workday.
- (2) Forward a copy of the AFMC Form 913 to the Union within 3 workdays.
- (3) Forward the AFMC Form 913 to the Human Resources Officer within 3 workdays. The Management official to whom the grievance is referred must not be the official who took the action.
- (4) Contact the supervisor of the designated Union steward within 3 workdays to coordinate the steward/employee meeting. If no steward is designated in that area, the supervisor will contact the Union office. Grievance preparation will be conducted as near the work site as possible in reasonable privacy, e.g., a conference room, vacant office, etc.

The Human Resources Officer will arrange for the Step 1 meeting to be held within 15 calendar days of his/her receipt of the AFMC Form 913 unless otherwise mutually agreed. Prior to the beginning of the Step 1 meeting, the employee shall affirm in writing the election of the formal negotiated grievance procedure as opposed to statutory procedures. The Human Resources Officer will discuss the grievance with the grievant(s) and the union representative, and any other person deemed necessary by the Human Resources Officer for resolution. If the Human Resources Officer determines he/she does not have the requisite authority to resolve the grievance, the Human Resources Officer will forward the grievance within 5 calendar days after his/her receipt of the grievance or the meeting to the management official with the requisite authority to make a decision. If the grievance is timely forwarded within the five calendar days, the management official with the requisite authority will have 15 calendar days from receipt of the referred grievance to arrange and conduct a meeting.

Immediately prior to the end of the Step 1 meeting the grievant and the union representative will complete Part II of the AFMC Form 913 and return the AFMC Form 913 to the Human Resources Officer. The Human Resources Officer will provide a copy of the updated AFMC Form 913 to the grievant and union representative prior to adjourning the Step 1 meeting.

The Human Resources Officer shall provide a written decision and the original grievance package to the grievant within 15 calendar days of the Step 1 meeting unless otherwise mutually agreed. Rationales for grievance

decisions will be provided commensurate with the issues framed in the grievance.

Step 2. If the Human Resources Officer denies the grievance at Step 1 of the NGP the grievant may elevate the grievance to 78 MSG/CC, Commander or his/her designee through the WRALC/DP Labor Relations Office. The grievance must be received in the servicing WRALC/DP Labor Relations Office within 15 calendar days of receipt of the Step 1 decision.

- (1) The Step 2 grievance packet must include the AFMC Form 913 and any management responses received prior to submission to Step 2 of the NGP. New issues, i.e., issues not raised as part of the Step 1 process, shall not be raised.
- (2) If either party desires to hold a meeting, such meeting will be held within 15 calendar days. The Commander, or his/her designee, will issue a written decision to the union representative within 15 calendar days of receipt of the grievance, or within 15 calendar days of the Step 2 meeting. Rationales for grievance decisions will be provided commensurate with the issues framed in the grievance. This decision will be the Employer's final decision on the grievance for the purpose of invoking arbitration.

Section h: UNION OR EMPLOYER GRIEVANCES AT ACTIVITY LEVEL

For grievances between the Employer and the Union at the activity level, the following procedures apply:

If the Employer is aggrieved at the NAF activity level, its representative shall file a written grievance with the president of the Union local representing bargaining unit employees at that particular activity within 20 calendar days of the date of the act or awareness of the act causing said grievance. Representatives of the parties shall meet as soon as possible on a mutually agreeable date, but not later than 20 calendar days from the date of submission of the grievance, at the NAF activity to discuss the matter. Within 20 calendar days of said meeting, the local president or designee shall render a decision, in writing, in the matter to the 78 MSG/CC Commander of the NAF activity through the WRALC/DP Labor Relations Office. Rationales for grievance decisions will be provided commensurate with the issues framed in the grievance. If such decision fails to resolve the

matter, the Employer may invoke the procedures for activity level arbitration as set forth in Article 28.

b. If the Union is aggrieved, the president or designee of the resident activity AFGE Local shall submit the grievance in writing to the 78 MSG/CC Commander or designee of the NAF activity through the WRALC/DP Labor Relations Office within 20 calendar days of the act or awareness of the act causing the grievance. The Commander or designee shall contact the President of the AFGE local, or designee, within 20 calendar days to ascertain whether the Union wishes to meet over the matter. If either party desires to hold a meeting, such meeting between the Local Union President, or designee and the Commander or designee will be held within 20 calendar days from the date of receipt of the grievance.

1. Within 20 calendar days of the date the grievance was received by the Commander or designee or within 20 calendar days of the date of the meeting, the Commander or his/her designee shall render a written decision to the local Union. Rationales for grievance decisions will be provided commensurate with the issues framed in the grievance.
2. If the decision fails to resolve the grievance, the Union may submit the issue to arbitration in accordance with Article 28.

Section i: WITNESSES

Employees shall be made available as witnesses at any step and will not suffer loss of pay or charge to leave while they are serving in that capacity if otherwise in a duty status.

ARTICLE 28 ARBITRATION

Section a: INVOKING ARBITRATION AT THE ACTIVITY LEVEL

The following procedure will apply when invoking arbitration:

If the Union wishes to invoke arbitration, the Local Union President, or designee, must present to the activity WRALC/DP Labor Relations Office a written request for arbitration within 30 calendar days of receipt of the Step 2 decision, or in the absence of a decision, the date a decision was due. Within 30 calendar days of a request for arbitration, or as otherwise agreed, a hearing will be scheduled on a date mutually convenient to both parties. The parties will strive to have the hearing held no later than 45 calendar days after the request for arbitration.

Establishing the List of Arbitrators. An alphabetized list of arbitrators will be established to be used in a fixed rotation. The alphabetical rotation for selection of an arbitrator will be followed until an arbitrator is available. The parties will agree upon the number of arbitrators to maintain on a list to satisfy local arbitration requirements. The WRALC/DP Labor Relations Office and AFGE Local 987 will exchange a list of 20 arbitrators. Names common to both lists are placed on the permanent list. If more than the agreed upon number of names appear on both lists, alternate striking of names will be used to reduce the list (first strike is determined by chance). If insufficient names appear, additional lists of 20 names will be exchanged until the agreed upon number of arbitrators has been selected. Once selected, the arbitrators will be provided a copy of this procedure and asked if they desire to participate. Once the list of permanent arbitrators is established, either the Union or WRALC/DP Labor Relations Office may unilaterally remove one arbitrator in a 12-month period. Arbitrators may be removed at any time by mutual consent. Arbitrators may also remove themselves from the list. The party initiating a removal from the list must simultaneously notify the other two parties. At any time the list of arbitrators contains less than the agreed upon number of arbitrators, the parties have 10 workdays to exchange a list of at least seven names and use the above procedures to replenish the permanent list. Grievances that have been processed separately

through the negotiated grievance procedure may be combined for arbitration only by mutual agreement of the parties. Any such agreements will be in writing.

Section b: DATE AND SITE OF ARBITRATION

Upon notification through the selected source to the arbitrator of selection, representatives of the Employer (WRALC/DP Labor Relations Office) and the Union shall jointly make arrangements for the hearing on a mutually acceptable date. The parties shall make every effort to schedule arbitration hearings arising hereunder within 30 calendar days of notification by the selected arbitrator of his/her availability.

The arbitration over employee grievances shall take place at the installation where the employee works, unless otherwise mutually agreed.

Local Union grievances that have local application shall take place at the activity level.

The arbitration hearing shall be held in facilities provided by the Employer.

Section c: ARBITRATOR FEES AND EXPENSES

The fee and expense of the arbitrator shall be borne equally by the Employer and the Union.

The cost of a shorthand reporter or transcript, where such is mutually agreed upon by the parties or where requested by the arbitrator, shall be shared equally by the parties.

Absent mutual agreement, either party may unilaterally request that a transcript be prepared but must bear all costs incurred in its preparation.

However, any party subsequently requesting and receiving a copy of a transcript of an arbitration hearing must pay 50% of all costs incurred in the preparation of such transcript.

If a cancellation fee is incurred in either regular or expedited arbitration, the party withdrawing from arbitration shall be responsible for the full cost of such cancellation fee unless the withdrawal is by virtue of a written agreement or a settlement.

Section d: QUESTIONS OF GRIEVABILITY/ARBITRABILITY

The arbitrator shall have the authority to make all grievability and/or arbitrability determinations. Threshold questions of arbitrability/grievability shall be submitted to an arbitrator by written brief. The arbitrator will render a written decision on the threshold issue(s) prior to a hearing on the merits of the underlying case, unless otherwise mutually agreed.

Section e: PROCEEDINGS - ARBITRATOR'S AUTHORITY - AWARD

The arbitrator's authority is limited to deciding only the issue or issues considered in the formal grievance. If the parties fail to agree on a joint stipulation of the issue for arbitration, then each shall submit a separate stipulation and the arbitrator shall determine the issue or issues to be heard. The arbitrator is empowered to fashion an appropriate remedy consistent with the terms of this contract and in accordance with applicable law (e.g. 5 USC 5596), rule or regulation. Either side reserves the right to argue to the arbitrator what such an appropriate remedy should be.

1. The order of proceedings will be determined by the arbitrator.
2. The arbitrator will be requested to render a decision as quickly as possible, but not later than 30 days after the conclusion of the hearing unless the parties mutually agree to extend this time limit.
3. The arbitrator's award shall be binding on the parties and implemented upon receipt, unless appealed and stayed. Either party may file exceptions to the arbitrator's award.
4. Any dispute over the application or interpretation of an arbitrator's award, including remanded awards, shall be returned to the arbitrator for settlement.

Section f: WITNESSES

The Employer agrees that a reasonable number of relevant witnesses, who are employees of the Employer and who are otherwise in a duty status, shall be excused from duty to provide testimony in arbitration hearings arising under this Article. A reasonable amount of duty time, if otherwise in a duty status, and subject to mission requirements, may be granted for a pre-hearing interview. Such employees shall not suffer loss of pay or charge to leave.

Unless agreed otherwise, the parties must exchange written witness lists no later than 14 calendar days prior to the scheduled date of the hearing.

Either side's representative may interview the other party's witnesses on the witness list provided the witness consents to be interviewed and is advised of the following:

- (1) The cooperation of the witness is completely voluntary.
- (2) The witness is free to refuse to cooperate in the interview.
- (3) The party seeking the interview will not take any act of reprisal against the witness if the witness decides to not be interviewed.

The contact to determine whether the witness consents to be interviewed shall be by telephone, except where the representative and the witness are assigned to the same work area.

Section g: EXPEDITED ARBITRATION

- (1) GENERAL. The parties agree that individual employee grievances on matters listed below will be arbitrated using the expedited procedure unless the parties mutually agree to the regular arbitration procedure. Further, the parties may agree to include any subject not listed in expedited arbitration. Any such agreements will be in writing between WRALC/DP Labor Relations Officer or designee and AFGE Local 987 President or designee. Expedited arbitration procedures may not be used for Union or Employer grievances. Group grievances may be included by written mutual agreement. Awards rendered in this expedited procedure will have no precedential value.

(2) Grievances involving the following issues must be arbitrated under this procedure, unless otherwise mutually agreed:

(a) Suspensions of 3 days or less

(b) Decisions to reprimand

(c) Oral admonishment

(d) Entries on Supervisor's Work Folder (commonly referred to as AF Form 971)

(e) Matters regarding leave

(f) AWOL

(g) Overtime

(h) Appraisals

(i) Parking

(j) Shift Assignment

(k) Loans

(3) Invoking Expedited Arbitration. If the Union wishes to invoke expedited arbitration, the Local Union President, or designee, must present to the activity Labor Relations Office (WRALC/DP) a written request for expedited arbitration within 10 calendar days of receipt of the Step 2 decision, or in the absence of a decision, the date a decision was due. Within 25 calendar days of a request for expedited arbitration, or as otherwise agreed, a hearing will be scheduled on a date mutually convenient to both parties, subject to arbitrator availability. The parties will strive to have the hearing held no later than 45 calendar days after the request for expedited arbitration, subject to arbitrator availability. Unless agreed otherwise, only one expedited hearing will be held each day.

(4) Witnesses and Conduct of Hearing. Either party may use up to five witnesses unless it is mutually agreed in writing to use more. Witness lists will be exchanged within seven (7) days of the scheduled hearing unless mutually agreed in writing otherwise. There will, however, be no formal rules of evidence, no transcripts taken and no pre or post hearing briefs allowed. Unless agreed otherwise, the hearing is limited to one hearing day.

(5) Selection of Arbitrators. A permanent alphabetized list of seven arbitrators will be established at each activity to be used in a fixed rotation. The alphabetical rotation for selection of an arbitrator will be followed until an arbitrator is available.

(6) Establishing the List of Arbitrators. The parties at each activity will exchange a list of 20 arbitrators. Names common to both lists are placed on the permanent list. If more than seven names appear on both lists, alternate striking of names will be used to reduce the list (first strike is determined by chance). If insufficient names appear, additional lists of 20 names will be exchanged until up to fifteen arbitrators have been selected. Once selected, the arbitrators will be provided a copy of this procedure and asked if they desire to participate. Once the list of seven permanent arbitrators is established, either the Union or Management may unilaterally remove one arbitrator in a 12-month period. Arbitrators may be removed at any time by mutual consent. Arbitrators may also remove themselves from the list. The party initiating a removal from the list must simultaneously notify the other two parties. At any time the list of arbitrators contains less than seven arbitrators, the parties have 10 workdays to exchange a list of at least seven names and use the above procedures to replenish the permanent list to seven names.

(7) Arbitrator Fees. Arbitrators under this procedure will be compensated at their scheduled rate or \$1,000, whichever is less, plus all travel expenses (to include airfare, rental car, food, lodging, parking, mileage, etc.). The fee and expense of the arbitrator shall be borne equally by the Employer and the Union.

(5) Arbitrator's Awards. Arbitrators under this procedure will issue their awards either:

- (a) from the bench at the close of the hearing, and confirmed in writing within 3 calendar days from the close of the hearing; or
- (b) in writing within 5 calendar days after the close of the hearing.

ARTICLE 29 TIMECLOCKS

Section a: The Employer agrees that in addition to those employees management determines eligible to be exempt from clocking in and out, other employees who are required to use time clocks may be excused from clocking when all of the following circumstances are present:

- (1) If an alternate method of recording time is acceptable to the Employer and the Union.
- (2) If the employee has 25 or more years of service as determined by the NAF Service Computation Date (SCD)
- (3) If the employee has not received a disciplinary action within the past 12 months and is not working under a sick leave abuse letter or letter of warning to improve performance.
- (4) If the employee has not displayed a lack of dependability in the proceeding 12 months by tardiness, overstaying lunch or break periods, or leaving work before the end of the tour of duty.

Section b: Employees who wish to be exempt from clocking and who meet the above criteria should submit a written request to their supervisor.

Section c: When the above privileges have been extended to an employee, the privileges will be forfeited under any of the following circumstances.

- (1) If the employee receives a disciplinary action, is charged with AWOL or fails to properly request leave.
- (2) If the employee is put under a sick leave abuse letter or a letter of warning to improve performance.
- (3) If the employee displays a lack of dependability as described in Section a (4) above.

If the privileges are forfeited for any of the above reasons, they shall be restored after 6 infraction free months.

ARTICLE 30 USE OF OFFICIAL FACILITIES

Section a: The request of a NAF steward for reserved parking will be considered when justified by showing that such parking is necessary for proper and expeditious performance of stewards duties. Supporting documentation must be provided during the consideration process. i.e. number of grievances/complaints worked per month, grievance meetings attended monthly, etc.

In order to receive a reserved parking space, the steward must submit this justification in accordance with RAFBI 32-101.

Section b: Subject to request, the Employer will endeavor to provide stewards with a locking receptacle, such as a locker, drawer, or file cabinet, to use for the storage of official Union documents.

ARTICLE 31 ALCOHOLISM AND DRUG ABUSE

Section a: When an employee exhibits behavior, which reasonably leads the Employer to suspect that he or she has a drug or alcohol abuse problem, the Employer will first informally discuss the matter with the employee in private. After the private discussion, if the Employer believes it to be advisable, the employee will be referred to the Robins AFB Drug and Alcohol Abuse program for counseling. Information on such a referral and/or subsequent participation in the program will be released only to those with a need to know.

Section b: Employee who self identify to a Drug and/or Alcohol Abuse Program for counseling will not be subject to disciplinary action for any related offenses occurring prior to self identification.

ARTICLE 32 CONTRACTING OUT

The parties recognized that the decision to contract out work is at the sole discretion of management. When work which has been done by bargaining unit employees is to be contracted out, the Employer will notify the Union if any of the employees will be reduced in grade or hours or separated as a result. If requested by the Union, in accordance with Article 2, the Employer will participate in impact and implementation bargaining. However, such bargaining will not delay the start date of the contract or the effective date of personnel actions resulting from the start of the contract. All actions are subject to AFMAN 34-310, this Agreement and any other applicable laws, rules, regulations, etc.

ARTICLE 33

PERFORMOMANCE EVALUATIONS

Section a: Performance evaluations and performance awards are intended to promote effective use of NAF employees. Preparation of performance evaluations stimulates the objective evaluation of an employee's performance and identifies for the employee those areas where performance is satisfactory or outstanding as well as areas where improvement is needed. Performance evaluations and performance awards will be in accordance with AFMAN 34-310, this Agreement and other applicable laws, rules and regulations.

Section b: (1) Performance review and assignment of a formal rating will be accomplished annually for non-probationary regular category employees.

(2) After the performance rating has been assigned, it will be discussed with the employee and a copy furnished, if requested.

Section c: If the work of a nonprobationary employee is marginal or substandard, the supervisor will counsel the employee on how to improve his/her performance. Before separating an employee who has completed his/her probationary period, the supervisor will warn the employee of the deficiencies in performance and specify the time allowed for improvement, which shall be at least 30 days. At the end of the improvement period, the employee may be given a separation notice, an additional improvement period, or a rating of satisfactory.

Section d: An employee serving a probationary period will receive a performance review and rating 60 to 90 days prior to the end of the probationary period.

ARTICLE 34 DURATION OF AGREEMENT

Section a: This Agreement will remain in full force and effect for three (3) years from the date of execution by the parties. However, either party may give written notice to the other not more than ninety (90) nor less than sixty (60) days prior to the first or second anniversary date, or the equivalent anniversaries if renewed, of its intention to open this Agreement for the purpose of amendment or modification only. In addition, either party may give written notice to the other party, not more than 210 nor less than 180 days prior to the termination date of its intention to reopen, amend, or modify this Agreement.

Section b: It is agreed that during the duration of this Agreement, a single Article in this Agreement may be reopened at any time with the written mutual consent of both parties.

Section c: If neither party gives the required notice of its desire to open this Agreement for renegotiation during the reopening period of the third year, this Agreement will be automatically renewed for three (3) additional years.

Section d: The proposed changes will be exchanged at an agreed upon time within 30 days after receipt of the notice. Negotiations on the proposed changes will begin within (25) twenty-five calendar days after receipt of the proposals. Reasonable requests by either party for an additional extension of time for good and sufficient cause will be granted.

Section e: Should negotiation of a new Agreement or renegotiation of this one still be in progress on the expiration date, the Agreement may be extended for a period of 60 days by written mutual consent. At the time of any such negotiation, renewal or extension of this Agreement, the provisions hereof will be brought into conformance with existing published Air Force policies and regulations unless exceptions to the Air Force regulation has been granted under the compelling need criteria, and other appropriate authorities, The Civil Service Reform Act of 1978, as amended, and applicable laws.

Section f: It is understood that the Agreement and any supplements thereto will terminate at any time it is determined that the Union is no longer entitled to exclusive recognition under the Civil Service Reform Act of 1978, as amended. Termination of the Agreement does not in and of itself terminate the Union's recognition. Supplements to this Agreement require the same approval as the basic Agreement and these supplements will terminate at the same time as the basic agreement.

NEGOTIATING TEAMS

FOR THE EMPLOYER:

Chief Negotiator

Negotiator

Negotiator

FOR THE UNION:

Chief Negotiator

(Alternate Chief Negotiator)

Negotiator

Signed this 20th day of January 2007 - at Robins Air Force Base, Georgia

FOR ROBINS AIR FORCE BASE:

Colonel, USAF
Base Commander

FOR AMERICAN FEDERATION
OF GOVERNMENT EMPLOYEES,
LOCAL 987:

President AFGE Local 987

APPROVED: No exceptions to regulations are intended or included.

SIGNATURE: _____ DATE: _____