

TABLE OF CONTENTS

	PREAMBLE
ARTICLE 1	PROVISIONS
ARTICLE 2	EMPLOYER RIGHTS AND OBLIGATIONS
ARTICLE 3	UNION RIGHTS AND OBLIGATIONS
ARTICLE 4	EMPLOYEE RIGHTS
ARTICLE 5	UNION REPRESENTATIVES AND STEWARDS
ARTICLE 6	AUTHORIZED OFFICAL TIME
ARTICLE 7	EMPLOYEE ATTENDED MEETINGS
ARTICLE 8	LABOR-MANAGEMENT ATTENDED MEETINGS
ARTICLE 9	NEGOTITATIONS
ARTICLE 10	GRIEVEANCE PROCEDURES AND APPEALS
ARTICLE 11	ARBITRATION
ARTICLE 12	EQUAL EMPLOYMENT OPPORTUNITY
ARTICLE 13	PROMOTION PLAN
ARTICLE 14	DETAILS
ARTICLE 15	PERFORMANCE MANAGEMENT
ARTICLE 16	ACTIONS DUE TO UNACCEPTABLE PERFORMANCE
ARTICLE 17	DENIAL OF WITHIN GRADE INCREASE (WGI)
ARTICLE 18	AWARDS
ARTICLE 19	BUSINESS BASED ACTIONS
ARTICLE 20	TRANSFER OF FUNCTION
ARTICLE 21	RECOGNITION
ARTICLE 22	DISCIPLINARY ACTIONS
ARTICLE 23	SUPERVISOR'S EMPLOYEE BRIEF
ARTICLE 24	WORK SCHDULES AND OVERTIME
ARTICLE 25	FLEXIPLACE WORK SCHDULES
ARTICLE 26	BREAKS, MEALS, UNIFORMS, AND TIME CLOCKS
ARTICLE 27	LEAVE
ARTICLE 28	TRAINING
ARTICLE 29	POSITION DESCRIPTIONS
ARTICLE 30	LOCALITY WAGE SURVEY

ARTICLE 31	PAY AND PER DIEM
ARTICLE 32	RECEIPT OF PAY
ARTICLE 33	WORK ENVIRONMENT
ARTICLE 34	HEALTH, SAFETY, AND WELFARE
ARTICLE 35	HAZARD AND ENVIRONMENTAL DIFFERENTIAL PAY
ARTICLE 36	ON THE JOB INJURY AND ILLNESS
ARTICLE 37	NON-WORK RELATED INJURIES, ILLNESSES OR DISABILITIES
ARTICLE 38	DRUG AND ALCOHOL ABUSE REHABILITATION
ARTICLE 39	DRUG TESTING
ARTICLE 40	CONTRACTING OUT WORK
ARTICLE 41	NEW TECHNOLOGY
ARTICLE 42	FACILITIES AND SERVICES
ARTICLE 43	PAYROLL WITHHOLDING OF DUES
ARTICLE 44	INFORMATIONAL REPORTS
ARTICLE 45	GOVERNING LAWS AND REGULATIONS
ARTICLE 46	NEW ARTICLES AND AMENDMENTS
ARTICLE 47	EFFECTIVE DATE AND DURATION
	GLOSSARY

PREAMBLE

Pursuant to the policy set forth by the Civil Service Reform Act of 1978 and Title 5 USC, regarding Federal Labor Management Relations, the following articles of this basic Agreement, together with any and all supplements and/or amendments which may be agreed to at later dates, constitutes a total Agreement by and between the Non-appropriated Fund Organizations of the 92d Services Squadron of Fairchild AFB, Washington (hereinafter referred to as the Employer, Management, or NAF) and the Fairchild Federal Employees' Union (hereinafter referred to as the Union or FFEU), together known as the Parties, for all employees in the bargaining unit (hereinafter referred to as the employees).

This agreement is entered into pursuant to Amendment of Certification dated 18 September 1998.

Whereas the well-being of employees and efficient administrations of the government are benefited by providing employee representatives an opportunity to participate in the formulation and implementation of personnel policies and practices affecting conditions of employment; and

Whereas the well-being of employees should be improved through the maintenance of constructive and cooperative relationships between labor organizations and management officials; and

Whereas subject to law and the paramount requirement of public service, effective labor management relations with the Federal Service require a clear statement of the respective rights and obligations of labor organizations and agency management.

Now therefore, the Parties thereto, intending to be bound hereby, agree as follows:

ARTICLE 1

GENERAL PROVISIONS

- 1.1 Exclusive Recognition Agreement Coverage:** This agreement is executed pursuant to the exclusive recognition granted to the Fairchild Federal Employees' Union (FFEU) by Fairchild AFB, Washington.
- 1.2 Purpose:** This agreement defines certain rules and responsibilities of the Parties hereto; states policies, procedures, and methods that govern working relationships between the Parties; and identifies such matters of proper mutual concern to the Parties.
- 1.3 Unit Designation:** The Unit to which this Agreement is applicable is composed of all nonappropriated fund Air Force civilian employees, Fairchild Air Force Base, except as excluded by 5 USC 7112.
- 1.4 Exclusive Recognition:** The Employer recognizes the Union as the exclusive representative of all civilian employees in the Unit. Such recognition shall continue as long as the Union is the representative of the employees under the criteria set forth for exclusive recognition in 5 USC Chapter 71.
- 1.5 Controlling Authority:** In the administration of all the matters covered by this Agreement, Officials and employees are governed by existing or future laws and the regulations of appropriate authorities, by published agency policies and regulations in existence at the time this Agreement was approved; and by subsequently published Air Force Services Agency policies and regulations required by law or by the regulations of appropriate authorities. These requirements are applicable to this Agreement and to all supplemental, implementing, subsidiary, or informal agreements between the Employer and the Union.

ARTICLE 2

EMPLOYER RIGHTS AND OBLIGATIONS

2.1 Employer Rights: The Employer and its officials retain the right, in accordance with applicable laws and regulations:

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

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

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

d. To make selections for appointments from among properly certified candidates for promotion or any other appropriate sources;

e. To take whatever actions may be necessary to carry out the agency mission during emergencies; and further,

f. At the election of the Employer, to determine the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project or tour of duty, and the technology, methods, and means of performing work.

2.2 Employer Obligations: Nothing in this section shall preclude the Employer and the Union from negotiating:

a. Procedures which Management officials will observe in exercising any authorities retained under this article; and/or

b. Appropriate arrangements for employees adversely affected by the exercise of any authority by a representative of the Employer.

ARTICLE 3

UNION RIGHTS AND RESPONSIBILITIES

3.1 Union Responsibilities:

a. The Union accepts the responsibility for, and agrees to represent in good faith, the interests of all eligible bargaining unit employees in accordance with 5 USC Chapter 71. The Union further agrees not to discriminate against employees as defined in 5 USC 7116 (b)(4).

b. Representatives of FFEU who are not employed by NAF agree to abide by all appropriate base rules and security requirements while on the premises. Prior to such representatives visiting employees or supervisors in their work areas FFEU agrees to inform the HRO or designee of the time, date, place, and subject matter of the visit as agreed to with the appropriate supervisor.

3.2 Union Representational Rights: The Union has the right to be present and participate in the following:

a. **Formal Meetings/Discussions:** The Union will be given the opportunity to be present at any formal meeting/discussion between one (1) or more representative(s) of the Employer and one (1) or more bargaining unit employee(s) concerning any grievance, personnel policy or practice, or other general condition of employment. The Employer will notify the Union before such meetings/discussions are held. If the Union desires to attend, a representative will be designated as soon as practicable.

b. **Examinations/Investigations:** The Union will be given the opportunity to be present and to participate at any examination or investigation (Weingarten Right) of a bargaining unit employee by a representative of the Employer if the employee reasonably believes that the

examination or investigation may result in disciplinary action against the employee, and the employee requests Union representation.

3.3 Union Negotiation Rights: The Union has the right to represent bargaining unit employees in negotiations concerning either Management or Union initiated changes in accordance with 5 USC Chapter 7 and the provisions of this Agreement.

3.4 Other Union Rights: The Union has the right to assign representatives.

3.5 Restraint: There will be no restraint, coercion, or discrimination against any Union official, or representative acting in a representational capacity, for filing a complaint or acting as an official witness under this Agreement and in accordance with 5 USC Chapter 71 or applicable government-wide rules and regulations.

3.6 The provisions of the Agreement will not nullify or abridge the rights of the Union to appeal the exercise of Management's rights set forth in this Agreement through appropriate procedures.

3.7 Exclusive Representation: The Union is the exclusive representative of employees in the bargaining unit and is entitled to act for these employees in matters pertaining to conditions of employment and the administration of this Agreement.

ARTICLE 4

EMPLOYEE RIGHTS

4.1 General: Each employee will have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal. Each employee shall be protected in the exercise of such right. Except as otherwise provided by 5 USC Chapter 71, such rights include the right:

a. To act for a labor organization in the capacity of representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the Executive Branch of the Government, the Congress, other appropriate authorities, the public, press, and news media. Any such expression of views will not violate any security requirements or other applicable laws, rule or regulation;

b. To engage in collective bargaining with respect to conditions of employment through Union designated representatives; and

c. To be treated on a fair and equitable basis.

4.2 Informing Employees: The Employer agrees to inform bargaining unit employees annually of their rights and obligations, as required under 5 USC Chapter 71. The written notice will be normally provided not later than 31 December of each calendar year. Additionally, notification will be provided to new employees and permanently posted to official bulletin boards.

4.3 Accountability: The Employer affirms the right of an employee to conduct his/her private life as he/she deems fit. However, off-duty misconduct may subject an employee to disciplinary action if there is a reasonable relationship between the misconduct and the position to which assigned. Employees shall have the right to engage in outside activities of their own choosing except as precluded by law or regulation of higher authority. However, outside employment must be reported in accordance with regulations. The Employer will no coerce or impose mandatory requirements, in any manner, which require employees to invest their money, donate to charity, or participate in outside activities, meetings, or undertakings not related to the performance of their official duties.

4.4 Nondiscrimination: No employee will be discriminated against by the Parties because of race, creed, color, age, sex, religion, national origin, marital status, physical or mental disability, lawful political affiliation, or any other non-merit factor.

4.5 Authorized Visitation: It is agreed and understood that bargaining unit employees have the right to go see or speak with representatives of the offices listed below, while in a duty status, to discuss conditions of employment. Offices include: (1) the Human Resources Office, (2) the Ground Safety Office, (3) the Military Equal Opportunity Office, (4) EEO Counselors, and (5) the FFEU office.

The employee must request and receive permission from his/her supervisor to leave the job for authorized purposes. The supervisor will make time available and will consider workload, mission requirements, and similar priorities when determining the appropriate time for the employee's release. Employees are required to provide sufficient information for the supervisor to determine whether release is authorized or appropriate, and to establish an appropriate time for release. Employees will have established appointments to the maximum extent practicable.

4.6 Representation:

a. An employee is also entitled to the Weingarten Right, which is: Each employee has the right to be represented by the Union at any examination by a representative of Management in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation; and

b. An employee may choose to designate representation to be present during complaint discussions between a Management representative and the employee (*Article 3, Section 3.2*).

4.7 Dress and Grooming: Bargaining unit employees (other than off-duty military) will not be required to adhere to military grooming standards while working in their civilian status, unless wearing the military uniform. Grooming and dress standards identifies or required for health and safety reasons will be maintained.

4.8 Freedom to Testify: Employees, as grievants or witnesses, will be free from restraint, coercion, discrimination, and reprisal in presenting appeals and grievances and giving testimony.

4.9 Information: Rules, regulations, manuals, and similar documents pertaining to conditions of employment that are maintained by the Employer, and which the Employer is required to observe and operate under, will be available for employees to read.

4.10 Official Time for Employees: Employees will be granted official time in amounts reasonable and necessary to meet with Union representatives on matters affecting conditions of employment; to file and participate in complaint procedures, grievances, and other charges and appeals as appropriate (i.e. FLRA, EEOC); and to review appropriate laws, rules, and regulations.

4.11 Personnel Records: Official personnel records will be collected, maintained, or retained, distributed and eliminated, in accordance with law, government-wide regulations, and this Agreement.

a. Employee will be granted reasonable amounts of official time, upon approval of the supervisor, to:

1. Examine any of their personnel records, except those limited by agency regulations; and

2. Submit to the appropriate Personnel official responses to material placed in the records.

4.12 Supervision and Assignment of Work: Consistent with the management right to assign work to employees and to determine methods and means of performing work, employees can expect assignments to be made within reasonable bounds. Employees will usually receive instructions from, and make reports through, establish supervisory/managerial channels, as described or depicted in pertinent position descriptions, organizational charts, and directives. Employees in the Unit will be informed of whom they are to look to for supervision and performance appraisals.

4.13 Fair Warnings: Where an employee's conduct is inconsistent with applicable law, rule, regulation or provision of this Agreement, and Management has knowingly allowed the conduct to continue over a period of time, and Management wishes to change or correct the inappropriate conduct, then Management should apprise or remind the employee(s) of what the law, rule, regulation, or provision of the Agreement are, and that they will be enforced in a fair and equitable manner. Management retains the right to discipline employees for inappropriate conduct.

4.14 Abridged Rights: The following groups of bargaining unit employees may have limited rights in accordance with applicable law or government-wide regulation:

- a. Flexible employees;
- b. Those employees in a probationary status; and
- c. Those employees who have served less than 1 year.

Employees may consult with the Union or HRO for clarification on particular situations.

4.15 The provisions of this agreement shall not nullify or abridge the rights of employees to appeal the exercise of Management's rights set forth in the Agreement through appropriate procedures.

ARTICLE 5

UNION REPRESENTATIVES AND STEWARDS

5.1 Representatives: The Employer agrees to recognize officials, representatives, and stewards of the Union. The Union President or designee shall be the only Union official authorized to speak for or commit the Union to a particular course of action regarding general matters, including arbitration. All Union officials, representatives, and stewards, if assigned by the Union, may process grievances and conduct negotiations.

5.2 Officials and Representatives: The Union agrees to provide the HRO or designees, in writing and maintain on a current basis, a list of the names of all Union officials and representatives. The Employer agrees to post this list on all official bulletin boards.

5.3 Release Procedure: The following procedures shall apply to the Union officials, representatives, or stewards who are required to perform representational duties and wish to leave their assigned work areas on official time:

a. Prior to release, the Union official, representative, or steward must report to and obtain permission to leave his/her assigned work area from the immediate supervisor. The Union official, representative, or steward will inform the supervisor or designee of the nature of the function to be performed, destination, and estimated duration.

b. Subject to workload considerations, the Union official, representative, or steward will normally be released as requested. If release cannot be granted due to workload considerations, the supervisor or designee will advise the Union official, representative, or steward when release would be appropriate.

c. The Union official, representative, or steward will contact the supervisor of the individual to be visited and arrange a definite appointment. The supervisor or designee will normally make the employee(s) available for the discussion as requested. If the employee(s) cannot be made available, the supervisor or designee will inform the Union official, representative, or designee when the employee(s) will be available at the time the appointment is requested.

d. Upon return to his/her work area, the Union official, representative, or steward will inform his/her supervisor, or designee, of his/her return.

e. If a delay in releasing an employee, Union official, representative, or steward involves a situation within (1) day of a contractual time limit, the time limit will be extended an amount of time equal to the delay plus one (1) day.

f. A Union representative Log will be maintained for each steward and Union official by the immediate supervisor or designee. The Union representative will complete the log and the immediate supervisor or designee will sign as approver for each absence. Supervisors will maintain the log on a continuing basis. The log will be sent to the HRO by the supervisor within five (5) work days after the end of each calendar quarter. Supervisors will provide a copy to the Union office. Stewards desiring to use official time shall obtain permission from their immediate supervisor when they desire to leave their work assignments to carry out their duties

concerning the agreement in a reasonable and necessary time. In situations where the workload in a steward's area precludes official time by the steward's supervisor, the supervisor will specify an alternate time for the official time. Suspected instances of abuse of the use of official time will be brought to the attention of the designated Union official by the Employer.

ARTICLE 6

AUTHORIEZED OFFICIAL TIME

6.1 Official Time: Official time is defined as time spent conducting representational duties or labor-management relations while in a duty status. Examples may include, but are not limited to: investigating complaints; processing grievances; preparing for and participating in negotiations; attending meetings; matters pertaining to filing charges or appeals with or attending hearings before the FLRA, FMCS, FSIP, or arbitrators; and preparing financial statements as required by the DoL.

6.2 Limitations: Activities concerned with or related to the internal management of the Union, such as solicitation of membership, internal committee or Executive Board meetings, and distribution of election ballots or campaigning for the Union office, will be conducted during non-work periods before and after work, during lunch, and scheduled break periods.

6.3 Official Time for Representational or Labor Relations Matters: Official time will be granted in reasonable and necessary amounts to Union representatives, stewards, or employees when conducting representational or labor relation matters. Release procedures established in this Agreement apply. The amount of time required depends on the facts and circumstances involved, the nature and number of allegations, the number and complexity of the supporting

specifics, and the number of witnesses to interview. The Parties agree to make every effort to minimize adverse effects to mission objectives when using official time.

6.4 Union Sponsored Training: The Union will have a bank of 600 hours of official time over the duration of this Agreement to attend training sponsored by FFEU which is designed to train on matters relating to representational duties within the scope of the Federal Service Labor Relations Statute and other applicable sources, which is of mutual benefit to the Parties. The Union shall submit a request for official time for such training, along with an agenda for the training, to the Human Resources Officer or designee, at least 15 calendar days in advance of the training, so that the Employer can make a determination that attendance is in the interest of the activity and of mutual benefit. The number of employees excused at any one time must be reasonable, so as not to jeopardize the mission of the activity.

6.5 Labor-Management Relations Training: The Parties may agree to request training from the FMCS, FLRA, NFFE, or other appropriate sources for joint training. There will be no hourly limitations on Management-sponsored joint training. The Union will not be charged against its bank of hours for attending joint training. Travel pay, tuition, and per diem for Union participants of joint training conducted off base will be paid by the Employer at the same level as Management participants.

6.6 Travel: Time spent traveling to and from approved Union sponsored training held off-base will not be charged to the Union's bank of training hours.

6.7 Training Records: The Employer agrees to place a copy of the completed training certificate, etc., in the Supervisor's Employee Work Folder (EWF), when submitted by the employee.

6.8 New Employee Orientation: All new employees shall be informed that FFEU is the exclusive representative of all employees in the bargaining unit. The union will be granted time to speak to new employees at the orientation sessions conducted by the Human Resources Office. The NAF Vice President or designee will receive at least seven (7) calendar days prior notice of the sessions.

ARTICLE 7

EMPLOYEE ATTENDED MEETINGS

7.1 General: The Parties agree to mutually establish and maintain an environment that promotes trust, protects human dignity, and ensures equal and fair treatment of employees.

7.2 Formal Meetings/Discussions: A formal meeting or discussion is defined as any meeting/discussion between one (1) or more representative(s) of the Employer and one (1) or more employee(s) of the bargaining unit concerning any grievance, personnel policy, or practices, or any other general condition of employment. The Union will be provided adequate notice and the opportunity to attend and participate in any employee attended formal meeting/discussion. Formal meetings or discussions may be conducted in person or by telephone.

7.3 Investigatory Interviews:

a. When an investigation is being conducted, the employee will be advised by the investigator of the general nature of the interview and of his/her rights to be represented by the Union prior to taking any oral or written statements from the employee. An employee in the bargaining unit is entitled to representation during investigatory interviews when the employees believes disciplinary action may result. In investigatory interviews, the following may apply:

1. The employee may or may not be the focus of the investigation;
2. The employee may stop the interview to request and receive Union representation [Weingarten Right under 5 USC 7114(a)(2)(B)];
3. The employee has the right to request and receive copies of his/her signed statements; and
4. The employee will be advised of the general nature of the interview, administrative or criminal.

Before invoking disciplinary action against an employee who refuses to answer questions during an administrative inquiry, the employee will be informed that his/her refusal to answer questions may result in disciplinary action (see also Kalkines Warning). If during the course of the interview, the nature changes from administrative to criminal, the employee will be afforded all rights offered criminal suspects under existing criminal law.

b. During an investigatory interview, the Union representative accompanying a bargaining unit employee being interviewed has the right to:

1. Advise the employee;
2. Suggest other employees or sources of relevant factors or information;
3. Clarify questions and responses;
4. Assist the employee in providing beneficial or extenuating information or facts.

ARTICLE 8

LABOR-MANAGEMENT MEETINGS

8.1 Both parties recognize the potential benefits of open communication and agree to participate in discussions concerning general matters of concern and interest. To this end, it is agreed that either party may schedule meetings to discuss general issues. The Union will be represented by the NAF Vice President and up to two (2) advisors. The Employer will be represented by the Services Squadron Commander and/or up to two (2) advisors. The requesting party will provide an agenda of issues for discussion to the other party at least three (3) working days in advance of any scheduled meeting. The agenda will normally be followed; however, other topics may be discussed. Attendance at these meetings will be during duty hours and considered official time.

8.2 Unscheduled Meetings: When it is necessary to discuss specific matters of concern, which are of an urgent nature, either party may initiate a meeting with the appropriate representative(s). The topic(s) for discussion will be made known by the requesting party when seeking a meeting with the other party.

8.3 Recurring Meetings: Quarterly Union Management Meeting – representatives of the Union and Management may meet quarterly and confer with respect to personnel policies and practices and matters affecting working conditions. Such meetings will be held during regular work hours. Union representatives will be excused without charge to leave for the time required to be present at such meetings if otherwise in a duty status. Any meeting may be canceled or rescheduled by mutual consent.

ARTICLE 9

NEGOTIATIONS

9.1 General: The Parties to this Agreement have the responsibility to conduct all negotiating processes in good faith and in such a manner that will further the public interest. The Parties agree

to make every reasonable effort to resolve differences concerning negotiations quickly and at the lowest possible level.

9.2 Contract Negotiations:

a. Scope: The Parties may open any article in the Negotiated Agreement or Memorandum of Understanding by mutual consent during the duration of this Agreement. Subjects for negotiation between the Parties are personnel policies, practices, and matters affecting conditions of employment of bargaining unit employees to the extent not inconsistent with 5 USC Chapter 71.

b. Procedure: Either party, between 60 to 105 calendar days prior to the expiration of this Agreement will submit, in writing, its intent to renegotiate this Agreement. Upon receipt of written notification that either party wishes to renegotiate, a meeting will be held to establish ground rules for negotiation sessions. Subjects to be included in the ground rules include, but are not limited to

1. Number of negotiating members;
2. Procedures for the designation of a spokesperson;
3. Proposal exchange procedures; and
4. Times, dates, and locations of negotiation sessions.

9.3 Substance Bargaining:

a. Scope: When the Employer proposes a change in working conditions that is not a retained management right, the Employer will negotiate with the Union concerning the actual adoption (substance) of the proposed change(s) consistent with 5 USC Chapter 71, if requested

by the Union. The Employer may make changes to conditions of employment, not in conflict with this agreement, in emergencies or to prevent delays of the effective dates established in law.

1. Upon written notification to the Union NAF Vice President that Management intends to initiate such a change in conditions of employment of bargaining unit employees, the Union will be provided no less than 15 calendar days, when possible, to review the proposed change(s) and request a briefing or request negotiations as appropriate and provide counter-proposals to Management. Time limits may be changed by mutual agreement.

2. Negotiations may state any time that is mutually agreeable to both Parties, but not more than 15 calendar days after Management has received the Union's counterproposal regarding the proposed change(s). The Parties shall make every reasonable effort to conclude negotiations in an expeditious matter.

b. Procedure: The Union may propose changes regarding conditions of employment when such proposals are negotiable, deal with a matter not discussed and waived during negotiations between the Parties, and are not in conflict with 5 USC Chapter 71. If the Union requests such negotiations, the Union will furnish written proposals delineating the proposed change(s) affecting conditions of employment to the Human Resources Officer or designee. The Employer will have up to 15 calendar days after receiving the proposals to respond and/or provide written counter-proposals. A meeting may be scheduled to clarify proposals or counter-proposals. The Parties will meet to negotiate within 10 calendar days after written counter-proposals are submitted to the Union or the meeting occurs.

9.4 Impact and Implementation Bargaining:

a. Scope: Impact and implementation bargaining results from a Union request to negotiate the procedures, appropriate arrangements, and the impacts for Unit employees adversely affected by the exercise of a retained management right.

b. Procedure: Prior to exercising a management right which has more than a “de minimus” effect on bargaining unit members, the Employer will provide written notification of not less than 15calendar days, to the Union NAF Vice President delineating the change(s). During this time, the Union will review the change(s), request a briefing relating to the change(s), if needed, and provide proposals to the Human Resources Officer or designee. Time limits may be changed by mutual agreement. Failure to request to negotiate will constitute acceptance of the proposed change(s).

Negotiations may start any time that is mutually agreeable to both Parties, but not more than 15 calendar days after Management has received the Union’s counter-proposal(s) regarding the proposed change(s). The parties shall make every reasonable effort to conclude negotiations in an expeditious manner.

9.5 Past Practices: Once a past practice has matured into a condition of employment it can only be changed through notice and the negotiation process, by mutual agreement, or by the Union failing to request negotiations after notification.

9.6 Savings Provision: Provisions for currently existing written memoranda of understanding between the Union and the Employer which are not in specific conflict with provisions of this Agreement will remain in effect unless (a) modified through negotiations, (b) terminated by mutual agreement, (c) violate the law, rule or regulation, or (d) specify an expiration date. The

Parties agree that memoranda as described in this section and articles in this Agreement constitute the complete Agreement between them.

9.7 Negotiability: The issue of negotiability should be raised in a timely fashion, as soon as the determination of non-negotiability is made. A written statement of the rationale for the claim of non-negotiability will be provided by the other party when required and/or upon request. After reasonable attempts to resolve the issue at the local level, the issue may be pursued through the appropriate administrative avenue to resolution. Withdrawal from negotiation over permissive subject shall not be deemed failure to negotiate in good faith. Compelling need questions will be resolved in accordance with 5 USC Chapter 71.

9.8 Impasse Resolution: In the event of an impasse during negotiations, either party may request the assistance from the Federal Mediation and Conciliation Service (FMCS). If the services of the mediator do not resolve the impasse, the Parties will process the impasse through the Federal Service Impasses Panel (FSIP) procedures. The Parties may utilize a mutually agreeable and approved alternative at any point in the process.

9.9 Facilities and Time: The Employer will provide the facilities for all negotiations, unless otherwise mutually agreed. Union negotiators will be on official time, and in numbers equal to the negotiators representing Management.

9.10 Printing and Distributing: The printing and distribution of Memoranda of Understanding (MOU) or other negotiated agreements between the Parties will be printed and distributed by the Employer.

ARTICLE 10

GRIEVANCE PROCEDURES AND APPEALS

10.1 General: The Employer, bargaining unit employees, and the Union recognize the importance of settling disagreements and disputes promptly, fairly, equitably, and in an orderly manner that will maintain the self-respect of employees, Union and Employer representatives, and be consistent with principles of good management. To accomplish this, every effort will be made to settle grievance issues expeditiously and at the lowest level of supervision. In exercising their rights to present a grievance, employees, Union Representatives, and the Employer will be unimpeded and free from restraint, coercion, discrimination, harassment or reprisal and each will respect the dignity of the other.

10.2 Nothing in this Article will prevent Employees from exercising the option of appealing adverse actions or processing any prohibited personnel practice defined in law through the statutory appeals process, provided that the employee has not filed a formal grievance on the matter in accordance with this Agreement.

10.3 Definition and Scope: A grievance is defined as a complaint, consisting of all steps of the grievance procedure, made by: a bargaining unit employee(s) concerning any matter relating to the employment of the employee(s); the Union concerning any matter relating to the employment of bargaining unit employee(s); or by a bargaining unit employee(s), the Union, or the Employer concerning the effect or interpretations, or a claim of breach of this Agreement, or any claimed violation, misinterpretation, or misapplication of any law, rule or regulation effecting conditions of employment. A grievance may be filed by the Union, a bargaining unit employee or designated representative, or the Employer.

10.4 Exclusions: Exclusions to this grievance procedure are:

- a. Any claimed violation of law relating to prohibited political activities;

- b.** Issues concerning retirement, life insurance, or health insurance;
- c.** Suspensions concerning any examination, certification, or appointment;
- d.** Issues concerning any examination, certification, or appointment;
- e.** Issues concerning the classification of any position, which does not result in a reduction in grade or pay for a position in the bargaining unit.
- f.** Issues concerning the non-selection for promotion from among a group of properly certified candidates for a position included in the bargaining unit;
- g.** Matters appealable under discrimination complaint procedures (EEO);
- h.** The non-adoption of a suggestion and non-submission or disapproval of a performance award or any other type of honorary or discretionary award that was disapproved by the appropriate authority designated by applicable regulation;
- i.** Actions terminating a temporary promotion within a maximum period of two (2) years and returning the employee to the position from which temporarily promoted or to an equivalent position;
- j.** The separation, termination, or removal of an employee serving a trial or probationary period;
- k.** Business Based Actions.

10.5 Employees of a bargaining unit may exercise the right to present their grievances without Union representation. In such cases, the remedy must be consistent with the terms of this Agreement. The Union will have the opportunity to be present at the settlement and be provided a copy of the grievance decision.

10.6 Procedure: Grievances filed under this procedure must be initiated within 15 calendar days after the incident occurred or the date the party became aware of, or should have been aware of, the decision or matter about which he/she is grieving unless mitigating circumstances prevent meeting this time line; otherwise, the grievant has a maximum of 30 days to file a grievance. Grievances not meeting this time requirement may be rejected by the Employer. Time limits, at any step of the procedure, may be extended by mutual agreement. The Parties recognize that grievance content and information should be adequate for the identification of issue(s) thereby increasing the potential for resolution at the lowest possible level.

The following procedures apply in processing employee grievance under this Article:

Step 1. The grievance will be presented in writing by the employee or representative (when designated) to the employee's immediate supervisor. The written grievance will contain the following information, if available and applicable:

- a. The name(s), organization(s), work and home phone numbers, and home address of the grievant(s) and representative;
- b. A clear indication that the document is a Step 1 grievance;
- c. The date of the incident, event, or matter being grieved;
- d. The issue or issues to be decided;
- e. All information regarding the grievance known at the time the grievance is filed;
- f. The specific personal remedy sought by the grievant(s).

The Supervisor will provide the grievant(s) or representatives, when designated, a written decision with seven (7) calendar days. If the supervisor is unable to meet the 7 day time line due to mitigating circumstances, he/she will provide a written notification of extension not to exceed

15 calendar days. If the grievant is dissatisfied with the decision, the grievance may be elevated to Step 2 of the procedure. Failure by Management to observe the time limits or procedures for any step in the grievance procedure will entitle the grievance to advance to the next step.

Step 2. The Step 2 grievance will be in writing (as outlined in Step 1) and presented to the grievant's Services Squadron Commander or Deputy, through the Human Resources Office. The Step 2 grievance will include copies of the Step 1 grievance and decision, and any new, pertinent information relating to the grievance which was not known or available prior to filing the Step 1 grievance. A Step 2 grievance must be presented within seven (7) calendar days of receipt of the Step 1 decision or expiration of the 7 calendar day Step 1 reply period. The Services Squadron Commander, or Deputy, will provide the employee/representative with a written decision within seven (7) calendar days of receipt of the Step 2 grievance. If the Step 2 grievance response is unacceptable, the grievance may be elevated to Step 3 procedure.

Step 3. The Step 3 grievance will be in writing and presented to the Support Group Commander with a courtesy copy provided to the Wing Commander, through the HRO, within five (5) calendar days of receipt of the Step 2 decision or expiration of the Step 2 reply period. The Step 3 grievance will include copies of all prior correspondence/information and will not incorporate new allegations, issues, or supporting evidence, or information known to the employee or representative, but not presented in prior grievance steps. The Deciding Official will provide the employee/representative with a written decision within 10 full calendar days of receipt of the Step 3 grievance.

10.7 Group Grievances: Any identical grievance by two or more employees, filed within 15 calendar days of each other, with the same supervisor, will be considered as a single grievance.

A remedy on such grievances applies to all employees in the group and each is given a copy of

the decision. An employee may withdraw from a group grievance, in writing, any time before a decision is rendered; however, the employee may not then initiate the same or substantially same grievance.

10.8 Union/Employer Grievance: Union/Employer grievances that are not limited to individual or group dissatisfactions will be in writing and will be initiated by the NAF Vice President or designee, or by the Services Squadron Commander or designee. The Parties will meet to informally discuss the issue(s) and make every effort to resolve the issue(s). The charged party will have 10 calendar days to render a written summary or response to the other party. If the response is not acceptable, the charging party will have 10 calendar days to file a written grievance with the other party, specifying the issue(s) and remedy sought. The charged party must, within 15 calendar days, provide a written response. If this response is not acceptable the charging party may invoke arbitration.

10.9 Resignation/Death/Separation: In cases where a pay or allowance issue is involved which could benefit the grievant or his/her estate, the grievance will be processed to its conclusion.

10.10 Grievability: Questions which cannot be resolved by the Employer and the Union as to whether or not a particular grievance is on a matter subject to the grievance procedures in this Agreement, or to arbitration under this Agreement, will be referred to arbitration as set forth in this Agreement.

ARTICLE 11

ARBITRATION

11.1 Right to Arbitration: A grievance submitted in accordance with this Agreement which has not been settled to the satisfaction of the grieving party may go to arbitration. The issue(s) to be

decided will be the same as those described in the grievance procedure by the grievant.

Arbitration will be invoked only by the Union or by the Employer in accordance with applicable law and this Agreement, but only after the prescribed grievance procedures have been exhausted.

11.2 Procedure: The procedure for invoking and preparing for arbitration is as follows:

a. Within 20 calendar days after receiving the other party's final decision on a grievance, or within 20 calendar days after the decision was due, the party invoking arbitration will notify the other party in writing that arbitration is necessary. If the arbitration deadline falls on a weekend or holiday, the deadline will be the next workday.

b. Within 10 calendar days after one party notifies the other that it wishes to invoke arbitration, the Parties will meet to determine the arbitrator. The arbitrator will be selected from the list of FMCS arbitrators maintained by FFEU. In the case of lengthy non-availability (45 calendar days or more) of the chosen arbitrator, the next arbitrator on the list will be contacted. If the parties agree on the issue(s) being arbitrated, and further agree that a hearing would serve no purpose, they may submit a joint submission of facts and issue(s) based on the formal grievance to the arbitrator with a request for a decision based only upon the fact thus presented. If the Parties cannot agree on the issues or facts being arbitrated, but still agree that a hearing would serve no purpose, then each party may submit a separate submission of facts and issues with a request that the arbitrator determine what the facts and issues are, and render a decision based on the information provided. If the Parties cannot agree if a hearing is necessary, then a hearing will be held.

c. The invoking party will be responsible for notifying the arbitrator and for making the required arrangements such as dates and times. The Employer agrees to furnish an appropriate hearing room for the arbitration.

11.3 Fees and Expenses: Fees and expenses will be borne by the losing party. Accordingly, the arbitrator will specify a losing party. If the arbitration costs each party will pay.

11.4 The Arbitration Hearing: The arbitration hearing will be held during the regular day-shift hours of the basic workweek. The Union representative, the grievant, and the employees called as witnesses will be excused from duty without charge to leave to the extent necessary to participate in the official hearing, if they are employees of Fairchild Air Force Base, or if otherwise in a duty status.

11.5 The arbitrator will be informed that a decision is expected within 30 days following the conclusion of the hearing and/or the receipt date of any briefs or information submitted at the request of the arbitrator.

11.6 Arbitrator's Authority: The arbitrator's authority is limited to deciding only the identified questions of arbitrability and interpret and define the terms of the Agreement as necessary to render a decision. The arbitrator shall have no authority to add to, or modify, any terms of this Agreement, applicable laws, rules, regulations, or policies. The arbitrator's decision will be final and binding, unless appealed within established requirements or procedures, and the remedy shall be effected in a timely manner, normally within two (2) pay periods, and in its entirety. The arbitrator's decision will be considered non-precedential with regard to future cases.

11.7 Appeal of Arbitrator's Decision: Either party may file an exception with the Federal Labor Relations Authority to the arbitrator's award on any matter other than those described in

(a) above. Such exceptions must be filed within 30 calendar days of the issuance of the decision, in accordance with Authority procedures.

ARTICLE 12

EQUAL EMPLOYMENT OPPORTUNITY

12.1 Policy: Neither the Employer nor the Union will in any way discriminate for or against an individual because of race, color, religion, sex, national origin, age, marital status, handicapping condition, or other non-merit factors not allowed by laws or regulations. Actions shall be accomplished in strict adherence to both the letter and spirit of the applicable laws and regulations.

12.2 Mutual Concern: The Union and Employer agree to discuss and work with each other regarding problems of alleged discrimination and resolve to find mutually effective and lasting remedies to bona fide cases of discrimination.

12.3 EEO Counselors: The HRO will provide new employees information regarding the EEO Program and its counselors.

12.4 Representation: An employee discussing a problem of alleged discrimination with an EEO counselor has the right to be accompanied by a representative of his/her choice. The employee and his/her representative, if the representative is also an employee, shall be authorized a reasonable amount of official time to participate in the EEO process. EEO counselors, when discussing alleged complaints, will inform employees of their options (EEO process, negotiated grievance, if applicable) for processing allegations of discrimination.

ARTICLE 13

PROMOTION PLAN

13.1 General: The Employer agrees that internal competitive promotions will be accomplished in accordance with applicable laws, rules, and regulations and this Agreement.

a. The Employer recognizes the benefit to promoting from within the bargaining unit. Management will consider bargaining unit members for bargaining unit position vacancies in conjunction with other sources. Bargaining unit members will receive first consideration after ensuring laws have been adhered to.

13.2 The Parties will encourage Fairchild AFB NAF employee to apply for other jobs, if they are interested, by completing an AF Form 2550 and placing it on file at the HRO. The Employer and the Union agree that all bargaining unit vacancies within the NAF Unit, when filled, shall be filled from among the qualified available persons on a basis of merit and fitness in accordance with applicable laws and regulations, current Fairchild AFB NAF employee candidates will be considered before other outside applicants.

13.3 Non-Selection/Non-Referral/Non-Certification/Not Qualified:

a. Any person who was not selected for an applied-for position may, upon request, receive an explanation of the reasons for non-selection. Such request must be submitted within 10 calendar days from the receipt of notice. Such employee may also examine such records pertinent to the selection, provided that he/she not be allowed to view any records which are required to be kept confidential by appropriate Air Force regulations and Privacy Act statutes. An employee may request the following information or documentation after a selection is made:

1. Whether an employee met the minimum qualifications;

2. Whether the employee was among the best qualified from which the selection was made;

3. Who was selected for the position.

13.4 Updates: Updates will be submitted to the HRO on plain bond paper, or other applicable form, and will include the documentation to support the action. Use of official time will be granted to employees to review their Official Personnel Folders subject to the approval of supervisors. Updates will be limited to those items which could reasonably be expected to enhance an employee's qualifications.

a. New Information: During the employee's tenure at Fairchild AFB, the employee is responsible for updating newly acquired experience, education or training as soon as possible after the event making the update necessary, i.e., completing a training or education course, private sector employment, or temporary assignment.

ARTICLE 14

DETAILS

14.1 Definition: A detail is a temporary assignment of an employee to a different position, or to a different set of duties, with a not-to-exceed date and with the employee returning to his/her regular duties at the end of the detail, unless another action occurs. The employee continues to be the incumbent of the position from which detailed, for the duration of the detail.

14.2 Authority: The Employer has the authority to detail employees to positions or work assignments requiring higher, lower, or different skills. All details will be accomplished in

accordance with applicable laws, government-wide rules, regulations, and this Agreement. A detail will not change an employee's grade or pay.

14.3 Selecting Employees for Details: Supervisors shall observe merit principles in selecting employees for details to higher graded positions when it is known that such detail may lead to promotion. Selection for any detail shall be based upon Management's best judgement of an individual employee's potential or demonstrated ability to perform the duties to which detailed. Details to equal or lower-grade positions, or positions with promotion potential, will not exceed 90 days per calendar year.

14.4 Employee Notification: Employees to be detailed shall be notified as far in advance as possible. If a change in work schedule is involved, employees must have seven (7) days advance notice of a change in work schedule except where it is determined that the Employer would be seriously handicapped in carrying out its functions or that costs would be substantially increased.

14.5 Documenting Details: Detailed employees' work experience will be recognized in accordance with applicable regulations for each period spend on a detail. Supervisors will provide employees with a copy of the detail notice memorandum and the detail position description, place a copy of the detail notice in the Supervisor's Employee Work Folder, record the detail on AF Form 971, *Supervisor's Employee Brief*, and forward a copy of the detail notice to the HRO for filing in the employee's OPF. Employees who have acquired additional job qualifications will update them on AF Form 2550, *NAF Application for Promotion or Other Position Change*, at such time as they may wish to be considered for reassignment or promotion.

ARTICLE 15

PERFORMANCE MANAGEMENT

15.1 Definitions: The method which integrates performance, pay, and award systems for the purpose of improving individual and organizational effectiveness in the accomplishment of the Employer's mission and goals.

15.2 Performance Evaluation of Regular and Flexible Employees: All NAF employees must be aware of what is expected of them in their current positions. Supervisors identify work performance of employees under their supervision on a scheduled and continuous basis. Supervisors ensure that all employees are aware of what their performance standards are, how performance evaluations are performed, and what possible awards are available for doing a superior job.

15.3 Performance Standards: Performance standards will be established in accordance with AFMAN 34-310, Chapter 7. Copies are available at the HRO upon request.

15.4 Employee Rights: An employee has the right to discuss the content of the performance evaluations with the supervisor anytime during the appraisal period. An employee has the right to grieve the following:

- a. Disputes concerning the overall rating;
- b. Disputes concerning the rating received on individual areas.

15.5 Change of Rating Official: If the rating official changes or departs during the rating period and he/she has supervised the employee for 90 calendar days or more, a close-out appraisal and discussion will be accomplished before the supervisor leaves or changes. This is not a rating of record for official purposes, but serves only as information for the new supervisor. If the rating official changes or departs during the rating period and has supervised the employee for less than 90 calendar days, the performance discussions are transferred to the new supervisor.

15.6 Union Representation: Union protected activity cannot be considered or referenced, even non-judgmentally, in connection with performance discussions and appraisals. It is unlawful for a supervisor/rating official to lower an appraisal because of an individual's Union activities.

15.7 Employee performance appraisals shall in no manner be adversely affected due to an employee having sought assistance from the Union in any way, filed a grievance or statutory appeal, been a Union member, testified or provided evidence to any appeal process, or requested any right under the law or this Agreement.

ARTICLE 16

ACTIONS DUE TO UNACCEPTABLE PERFORMANCE

16.1 General: If, at any time during the performance appraisal cycle, an employee's performance is determined to be unacceptable, the supervisor will discuss those areas with the employee. The discussion will occur within a reasonable amount of time after the determination, but normally within two (2) weeks. The supervisor will explain what is required to improve performance to an acceptable level and provide a reasonable amount of time for the employee to demonstrate acceptable performance prior to proposing any formal action.

16.2 Proposed Action: If an employee's performance remains unacceptable and action is deemed appropriate, the Employer agrees:

a. To provide a 15 calendar day advance notice of the proposed action that identifies the specific instances of unacceptable performance and critical element(s) involved in each instance on which the action is based.

b. The employee has the right to be represented by an attorney or other representative of his/her choosing.

c. The employee will be given not less than 10 calendar days to answer the Employer's notice of proposed action orally and/or in writing. The employee will be given a reasonable amount of official time to prepare his/her response, normally 4-6 hours. However, special circumstances will warrant extension of these requirements.

d. The Employer will allow the employee to raise a medical condition, which may have contributed to her/her unacceptable performance.

16.3 Final Decision: When the Employer has decided to take action for unacceptable performance, the Employer agrees:

a. To make a final decision with 30 calendar days after the expiration of the advance notice period. The decision will be based on the identified instances of unacceptable performance specified in the notice of proposed action. Due consideration will be given to the employee's response to the proposed action.

b. That, unless proposed by the Services Squadron Commander, such written decision will be concurred with a supervisor in a higher position than the supervisor who proposed the action.

c. The Employer will issue a written notice of the decision to the employee at or before the time the action will be effective. The notice will specify the instances of unacceptable performance on which the action is based, the written concurrence of the supervisor in (b) above, and will inform the employee of any applicable appeal and/or grievance rights.

d. If performance improves acceptably during the notice period and no action is taken, and the employee's performance is acceptable for one (1) year from the date of the advance notice, then any entry or other notations of unacceptable performance for which the action was proposed will be removed from the AF Form 971 relating the employee.

ARTICLE 17

DENIAL OF A WITHIN GRADE INCREASE (WGI)

17.1 Upon advance notice of within grade increase, the supervisor will inform the employee, in writing, of a decision to withhold a WGI at least 15 days prior to its due date. The employee or representative has 15 calendar days from the receipt of the decision to submit a response for reconsideration. After the supervisor receives the reconsideration request and prior to the WGI due date, a final written decision will be given to the employee. An employee has the right to utilize the negotiated grievance procedures if applicable.

ARTICLE 18

AWARDS

18.1 General: An award is a method of recognizing and motivating employees to increase their productivity and creativity for the benefit of the Employer and the public. Awards will be administered in accordance with the applicable government-wide rules, regulations, and Air Force regulations. All employees will be given an opportunity to work at a level sufficient for award eligibility, and awards will be administered in a non-discriminatory manner. The Employer will provide information regarding awards to all employees annually. Employees are encouraged to participate in awards programs.

18.2 Performance Awards: Must be based upon an individual's annual performance rating.

18.3 Incentive Awards:

a. Honorary: Typically a medal, plaque, or certificate for significant career-oriented achievements or contributions in EEO, energy conservation, scientific research, improved communications with or service to the public, or other contributions of high priority to the organization.

b. Letter of Commendation: Non-monetary awards given to recognize a specific accomplishment at a specific time.

c. Time off Award: Authorized in recognition of a superior accomplishment or other personal effort which contributes to the quality, efficiency, or economy of the Employer's operations. The award will not be used in lieu of a performance award based upon the annual performance ratings. All employees are eligible. Examples of such achievements may be:

1. Making a high quality contribution involving a difficult or important project or assignment;
2. Displaying special initiative and skill in completing an assignment;
3. Using initiative and creativity in making improvements in a product, activity, program, or service;

4. Ensuring the mission of the unit is accomplished during the difficult period by successfully completing additional work or a project assignment while maintaining the employee's own workload;

5. Accomplishing a specific, one-time or special assignment that required extra effort or resulted in the organization receiving recognition for responsiveness to unprogrammed requirements;

6. Participation in a Quality Circle or Process Action/Improvement Team that resulted in the implementation of significantly improved work processes or products; or resulted in the implementations of significantly improved work processes or products; or

7. Submitting a suggestion that has been adopted, but because the suggestion is considered to be within the employee's normal job responsibilities, the employee is not eligible for a cash award.

18.4 Special Act of Service Award: A monetary award for special contributions such as heroic acts, inventions, special acts, savings to the government, civil rights, etc. It is given to recognize a specific accomplishment at a specific time.

18.5 Suggestion Award: Based upon suggested improvements, contributions, inventions. Awards may be monetary or non-monetary. All employees are eligible.

18.6 Multiple awards may be authorized for individuals, depending upon the circumstances and types of awards involved.

18.7 The Employer will make available to the Union data on awards administered by the Employer. The information will include award types and numbers, monetary amount, position title, bargaining unit status, grade, and name of the recipients. The Employer will review Union requests for performance award data based on their stated particularized need, on a case-by-case basis, to ensure disclosure of the requested information is not barred by the Privacy Act.

18.8 Presentations: Management may determine the appropriate method of presenting awards to bargaining unit employees and may schedule presentations for various types of awards. Management will consider employee requests not to participate in presentation activities. If directed by Management to attend an award presentation during non-duty hours (during lunch break, before or after duty hours) the employee will be compensated appropriately.

ARTICLE 19

BUSINESS BASED ACTIONS

19.1 Policy: The implementation of a Business Based Action (BBA) will be administered by Management in accordance with appropriate controlling authorities. The Parties agree BBA is an action which should only be taken when necessary. The Employer retains the right to conduct a BBA, decide which positions are required, where they are located and when they are to be filled, left vacant, or abolished. To minimize the adverse impact of a BBA on employees, the Employer may accomplish requirements through attrition and/or other reduction efforts when practicable. In cases of budgetary insufficiency, reasonable efforts might include: innovative salary saving methods, i.e., leaving positions vacant or restructuring of positions; promotion freezes; offering leave without pay or furloughs; and reduction of costs associated with contracting out. The

Employer agrees to keep the Union informed and apprised throughout the BBA process, and to consult or bargain as required.

19.2 Notification and Timeframes: The affected employee(s) will be given a specific BBA notice as soon as possible or at least 30 calendar days prior to the effective date of the BBA.

19.3 Any employee separated or demoted through BBA will be offered placement entitlement in accordance with controlling authorities. Management will offer affected employee(s) enrollment in placement assistance programs operated by other agencies for which they are qualified.

19.4 Business Based Action (BBA): Business based action is defined as an action which separates, reduces in pay, changes in category of employment (from regular to flexible), changes to lower grade or pay band, or furloughs an employee, to reduce a NAF activity for business related reasons.

a. Any NAF employee removed from his/her position for BBA reasons will be offered employment in vacant NAF positions in the same activity at the same pay level that the employee is qualified to occupy.

b. When separation is required, Management will minimize adverse impact on regular employees by terminating all flexible employees with the affected job title in the activity, prior to similar action being taken to a regular employee whenever possible. When reduction of employees' hours is required, flexible employees' hours will be reduced prior to any regular employee whenever possible.

c. BBA actions will be accomplished in accordance with this Agreement.

d. Affected employees will be advised in the written notice of their right to grieve or appeal any BBA, and their right to request Union representation.

19.5 Union Rights: The Employer will provide BBA training for the designated Union officials. Further, upon notification of a proposed BBA, the Employer will notify the Union of the action needed and the number of employees to be affected.

ARTICLE 20

TRANSFER OF FUNCTION

20.1 A Transfer of function is the transfer of the responsibility for the performance of a continuing function from one NAFI to one or more NAFIs within or between DoD components located in the same or another commuting area. An employee has no right to transfer with her/his function regardless of his/her personal preference, unless the alternative is separation or downgrading.

ARTICLE 21

REORGANIZATION

21.1 Definition: A reorganization means a change in organizational structure which may or may not affect bargaining unit employees.

21.2 Informal Procedure: Prior to releasing official notice of a reorganization affecting bargaining unit employees, the Employer should inform the Union NAF Vice President of the proposed reorganization. The Employer will, upon request, meet with the Union to discuss potential problems and to share information concerning the proposed reorganization. The

Employer incurs no bargaining obligation until a decision is made to initiate the proposed reorganization.

21.3 Negotiations: Upon receipt of the final reorganization proposal(s) the Union will be provided the opportunity to request negotiations in accordance with the provisions of this Agreement.

ARTICLE 22

DISCIPLINARY ACTIONS

22.1 General: The Employer retains the right to take appropriate disciplinary actions. The basic procedures as outlined in applicable laws and regulations, and this Agreement, will be followed. Employee rights shall be preserved. Treatment will be fair and equitable with actions taken and delivered in a timely manner.

a. The Parties agree that disciplinary actions will normally be progressive in nature, designed primarily to correct and improve employee behavior rather than to punish. Progressively more severe penalties will be administered before a removal action is initiated, unless the offense is so serious that removal action is justified. Employees will not be subject to arbitrary or unreasonable actions by supervisory personnel.

b. Disciplinary actions are defined, for the purpose of this Agreement, as actions taken by the Employer to correct an employee's delinquency, behavior, or misconduct. These actions may include, but are not limited to, oral admonishments, written reprimands, suspensions, removals and, in some cases, reduction in grade or pay.

22.2 Disciplinary Factors: A number of factors may be relevant for consideration in determining whether or not to take disciplinary action and the appropriate penalty. After consideration of applicable factors, the supervisor may, in some circumstances, decide to select a penalty less than that specified in the penalty guide. Example factors might include:

a. The nature and seriousness of the offense and its relation to the employee's duties, position, and responsibilities, including whether the offense was intentional, technical, inadvertent, committed maliciously or for gain, or was frequently repeated.

b. The employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public, and prominence of the position.

c. The employee's past disciplinary record.

d. The employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability.

e. The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon the supervisor's confidence in the employee's ability to perform the assigned duties.

f. The consistency of the penalty with those imposed upon other employees for the same or similar offense in like or similar circumstances.

g. The consistency of the penalty with the Guide to Disciplinary Actions (AFMAN 34-310).

h. The notoriety of the offense or its impact upon the reputation of the Air Force.

i. The clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question.

j. The potential for the employee's rehabilitation.

k. The mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice, or provocation on the part of others involved in the matter.

l. The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

22.3 Issuance of Disciplinary Actions: Having issued a proposed disciplinary action to the employee, the following applies:

a. Employees of the Unit are entitled to Union representation at all investigations as provided by 5 USC 7114(a)(2)(b) , and will be notified of this right at the time of employment. The employee may or may not choose to have Union representation. If so, the Union will provide in writing to the immediate supervisor, the name of the designated Union representative.

b. Responses to the proposed disciplinary action will be delivered to the immediate supervisor by the assigned representative unless other arrangements are made between the supervisor and representative.

c. If the final decision letter is to be hand-delivered, it will be delivered to the employee and designated Union representative, who will be present at the delivery and given a copy of the decision at that time.

d. The designated Union representative will be provided a minimum of one (1) workday advance notification of the scheduled time and place of delivery.

e. If unable to attend the delivery meeting, the Union will designate an alternate representative. Non-attendance of the Union representative or alternate will not prevent delivery of the decision letter by the supervisor.

22.4 Time Limits: The lengths of time a disciplinary action remains in the employee's OPF or employee brief (AF Form 971) are as follows:

a. Oral Admonishment – no longer than two (2) years and may be removed earlier by the supervisor.

b. Letter of Reprimand – no longer than two (2) years and may be removed earlier by the supervisor.

c. Suspension - no longer than two (2) years and may be removed from the Supervisor's Employee Work Folder (aka 971 file) earlier by the supervisor.

22.5 Employee Rights: An Employee who is suspended without pay, reduced in pay or grade, or removed from disciplinary reason(s) will be entitled to the following:

a. At least 15 calendar days advance written notice, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reason for the proposed action.

b. A reasonable amount of time, not less than seven (7) calendar days, to answer orally or in writing and to furnish affidavits and other documentary evidence in support of the answer.

c. To be represented by the Union, an attorney, or other representative.

d. A written decision stating the specific reason(s) for the action to include negotiated grievance procedures.

ARTICLE 23

SUPERVISOR'S EMPLOYEE BRIEF

23.1 General: The *Supervisor's Employee Brief* (AF FORM 971) is the supervisor's record of the employee and will be maintain in accordance with governing regulations. In addition to information such as the employee's address, telephone numbers, series, title and grade, it also contains entries recording discussions concerning work-related issues between the supervisor and the employee. Such discussions and entries are not disciplinary actions unless specifically noted as such. However, formal disciplinary actions will refer to previous discussions, documented on the *Supervisor's Employee Brief*, which address the same issue or subject.

23.2 Documentation: Any entry by a supervisor on a *Supervisor's Employee Brief* (AF Form 971) will be initialed by the employee with 14 calendar days. If the employee refuses to initial, the supervisor will have the refusal witnesses by another employee or supervisor. An employee may grieve the substance of any entry on the *Supervisor's Employee Brief* through the provisions of the grievance procedures established in this Agreement.

ARTICLE 24

WORK SCHEDULES AND OVERTIME

24.1 Workweek: The administrative workweek consists of seven (7) consecutive calendar days beginning at 0091 hrs Sunday, and ending at 2400 hrs on the following Saturday. All regular

NAF employees will have a basic workweek of no less than 20 hours per week. Flex employees may be scheduled 0 to 40 hours per week.

24.2 Work Schedules: All NAF employee will be listed on a work schedule. Work schedules will cover at least one (1) full pay period. Work schedules will clearly be posted within the affected area(s). Copies of the work schedules will be given to the designated Union official per his or her request. The NAF Vice President will designate the Union official in each organization or function. Work schedules will show the employee's name, position, and for each day scheduled will list the start and end times for each shift. The work schedule will also show the employee's paid lunch and scheduled breaks. Supervisors are encouraged to comply with the employees requests to make changes or swaps in work days, shift assignments, tours of duty, or hours of work and to take into consideration personal hardships. The Employer is encouraged to consider employee requests for assignments to a particular shift for health, hardship, training, educational, or religious activities. There should be a minimum of 10 hours between an employee's scheduled end of shift and the scheduled beginning of shift, unless otherwise requested by an employee. (A split shift is considered a single shift.) When adjusting work schedules which result in an increase of hours worked, regular NAF employees will be given the option of have their hours increase prior to increasing flex employees' hours, up to a maximum number of hours allowed for the category of employment. Prior to decreasing regular employees' hours, flex hours will be decreased first. Any changes in the scheduled hours of work and tours of duty for all NAF employees will be announced in writing at least seven (7) calendar days prior to the affected date unless the activity mission dictates otherwise. Supervisors may excuse tardiness due to circumstances beyond the employee's control. Each case will be considered on its merits and no employee will receive disparate treatment in the excusal of such tardiness. Employees are

responsible for reviewing schedules on a regular and recurring basis at least once each workweek.

24.3 Call Back Duty Time: All NAF employees may be called back to work during hours or days other than those scheduled. This does not change their established duty schedule.

Employees who are called back to work on an unscheduled basis will be paid for no less than two (2) hours, whether or not work is performed.

24.4 Overtime: Employees will be notified of scheduled overtime as far in advance as possible, normally when the schedules are prepared. Emergency overtime work will be performed as required with notice to the affected personnel as soon as possible. Crafts and Trades employees will be paid overtime for all hours worked in excess of eight (8) hours per day or 40 hours per week, whichever is applicable. Pay band employees will be paid overtime for hours worked in excess of 40 hours per week. Overtime will be paid in increments of 15 minutes. Overtime rate will be paid in accordance with Fair Labor Standards Act (FLSA), with minimum call back time as two (2) hours, in accordance with applicable laws, rules, and regulations.

24.5 Sunday premium pay, night shift differential, overtime, and compensatory time off will be paid in accordance with FLSA and 5 CFR.

24.6 Alternate Work Schedules (AWS):

a. Technical administration of the Fairchild AFB Alternative Work Schedule Program will be governed by applicable laws, rules, regulations, and this Agreement.

b. Available alternative work schedules will include:

1. **4-10:** A compressed schedule allowing employees to work four (4), 20-hour days per week.

2. **5-4/9:** A compressed schedule allowing employees to work eight (8), 9-hour days and one (1), 8-hour day per pay period. This schedule allows for one additional day off per pay period.

3. **Flexitour Schedule:** A schedule allowing employees working five (5), 8-hour days per week to start and end their work day outside the normal base tour of duty. Flexitour is a repeating schedule with permanent start and quit times.

c. An AWS may be proposed on behalf of activities. Employees will be represented by the Union in presenting AWS proposals.

d. AWS proposal must be in writing, be presented to the immediate supervisor, and will include the following:

1. The type of AWS; and
2. The proposed work schedule to include to include breaks and lunch periods.

e. The Employer will have 20 calendar days to make a decision on AWS proposals. A denial of an AWS proposal must be in writing and demonstrate conclusive adverse impact. Negative determinations may be appealed to the Federal Services Impasses Panel or grieved using the negotiated grievance procedure, but not both.

f. To terminate an existing AWS, the Employer must request negotiation with the Union and demonstrate conclusive adverse impact.

g. Adverse impact is defined as:

1. A loss of productivity;
2. A drop in direct services furnished to the public; or
3. An increase in the costs of operations, other than reasonable administrative costs.

h. Management retains the right to alter the hours of work of any AWS within the AWS requirement.

i. Exemptions: Individual exemption from an approved AWS will be made for personal hardship reasons only. Exemption requests will be submitted to the immediate supervisor.

j. Employees also have the right to propose one of the AWS schedules listed below.

Management may deny these requested schedules. Such denials will be final.

1. **Gliding:** A flexible schedule requiring eight (8) hours per day and 40 hours per week with the arrival and departure times varying between 0600 and 1900 (6 am – 6 pm).
2. **Variable Day:** A flexible schedule where the length of the workday may vary daily. The employee must work 10 days per biweekly pay period, at least 40 hours per workweek and 80 hours per biweekly pay period. Employees must account for core time on each workday.
3. **Variable Week:** A flexible schedule that may vary the length of the workweek as well as the workday daily, but must work 10 days per biweekly pay period and account for core time on each workday.

- 4. Maxiflex:** A flexible schedule that may vary the length of the workweek as well as the workday daily. The employee(s) may vary the number of hours per day and the number of days per week. The employee(s) must work at least 80 hours per biweekly pay period and must account for core time on three (3) workdays per week.

ARTICLE 25

FLEXIPLACE WORK SCHEDULE

25.1 General Provisions:

a. Administration of the FAFB Flexiplace Program will be governed by all applicable laws, government-wide rules and regulations, and this Agreement. Administration will be responsibility of duly authorized Management personnel.

b. The program will terminate on expiration of the negotiated Agreement or when statutory authority for the program expires, which ever occurs sooner, or by mutual agreement of the Parties.

c. Management retains the right to make initial determinations as to the specific jobs and incumbents who will not be included in the Flexiplace Program, and to determine the number and kinds of employees approved for the Flexiplace Program.

d. Participation in the Flexiplace Program will be voluntary for the employee and Employer.

e. An individual's consideration for the Flexiplace Program may include medical and/or personal hardship reasons.

f. Management retains the right to terminate an individual's Flexiplace Program if adverse impact is determined. Adverse impact is defined as:

1. Reduction in productivity;
2. Drop in direct services furnished to the public; or
3. An increase in the costs of operations, other than reasonable administrative cost.

g. Employees working under the Flexiplace Program will have a fixed and preset work schedule while working at the approved alternate work site. The parties agree that a flexitime schedule will not be utilized at the alternate site. A record of daily starting and stopping times including all breaks will be maintained by the employee. Written schedule documentation will be provided to the supervisor upon request.

h. Employees working under the Flexiplace Program will be required to report to their official duty stations at least weekly to obtain work assignments from the immediate supervisor.

i. The Services Squadron Commander or designee will exercise final authority on the flexible requests.

j. Employees are required to sign the approved Flexiplace Workplace Agreement and adhere to its conditions.

25.2 Implementation Procedures:

a. The Employer will consider only those proposed Flexiplace Programs for recommendation to the Services Squadron Commander presented by employee or representative designated in writing.

b. Employer/employee discussions resulting from flexiplace proposals will be limited to the requesting employees, the designated representative if applicable, and representatives of the Employer.

c. Flexiplace requests will be presented to the immediate supervisor, and contain the following:

1. Alternate place of work;
2. The specific hours and days of off-site work, to include start time, lunch time, breaks and stop time;
3. Justification for the requested Flexiplace Program.

d. The Employer and employees agree to abide by the terms and conditions contained in the approved Flexiplace Work Agreement.

FLEXIPLACE WORK AGREEMENT

The following constitutes an agreement between:

Installation: _____

Employee: _____

of the terms and conditions of the Flexible Workplace Project.

1. Employee volunteers to participate in the Flexible Workplace Project and to adhere to applicable controlling authorities as contained in the Agreement. The employer concurs with employee participation and agrees to adhere to the above.
2. Employee's official tour of duty at alternate duty station will be _____ to _____ including _____ hour non-paid lunch period _____ through _____ (e.g. 0800 to 1630 hours including one-half-hour lunch period Monday through Friday.)
3. Employee's official duty station is: _____

The alternate duty station (the location in which the employee is designated to work while not at the official duty station is: _____

Describe the designated work area in detail: _____

All pay, special salary rates, leave and travel entitlements will be based on the employee's official duty station.

4. Employee's timekeeper will have a copy of the employee's Flexiplace schedule.
Employee's time and attendance will be recorded as performing official duties at the official duty station.
5. By signing this form, employee agrees to follow established procedures for requesting and obtaining approval of leave.
6. Employee will be compensated for overtime work only when it has been approved in advance in accordance with applicable law and regulation. No overtime work will be performed without the advance approval of the authorized official. By signing this form, employee agrees that failing to obtain proper approval for overtime work may result in his/her removal from the Flexiplace Project.
7. If the employee borrows or utilizes Air Force documents, supplies, or equipment, the employee will obtain written approval and protect them in accordance with governing regulations. If the employee provides equipment, he/she is responsible for servicing and maintaining it. Employee will apply approved safeguards to protect Air Force records from unauthorized disclosure or damage and will comply with Privacy Act requirements.
8. Provided the employee is given at least 24 hours advance notice, the employee agrees to permit alternate worksite inspections, by representatives of the employer, or the work-site at periodic intervals during the employee's normal working hours to ensure proper maintenance and security of Air Force property and worksite conformance with safety standards.
9. Employee is covered under the Longshore and Workers' Compensation Act if injured in the course of actually performing official duties at the official duty station or the

alternate duty station. Any accident or injury occurring at the alternate duty station must be brought to the immediate attention of the supervisor. Because an employment-related accident sustained by a flexiplace employee may occur outside the premises of the official duty station, the supervisor must investigate all reports immediately following notification.

10. The Air Force will not be liable for damages to the employee's personal or real property during the course of performance of official duties or while using Air Force equipment in the employee's residence, except to the extent the Air Force is held liable by Federal Tort Claims Act or AFI 34-208 or AFI 51-502.
11. Unless specifically stated in the Agreement, the Air Force will be responsible for operating costs, home maintenance or other incidental costs (e.g., utilities), associated with the use of the employee's residence. By participating in this project the employee does not relinquish any entitlement for authorized expenses incurred while conducting business for the Air Force, as provided for by statute and implementing regulations.
12. Employee will meet with the supervisor to receive assignments and to review completed work as necessary. Employee will complete all assigned work according to work procedures mutually agreed upon by the employee and supervisor and according to guidelines and standards stated in the employee's performance plan
13. Employee's job performance will be evaluated on criteria and milestones determined by the supervisor. Employee's job performance evaluation will be based on norms or other criteria derived from past performance, occupational standards, and/or other standards consistent with those. For those assignments without precedent or without

standards, regular and required progress reporting by the employee will be used by the supervisor to rate job performance and establish standards.

14. Employee agree to limit performance to officially assigned duties at his/her official duty station or the Air Force approved alternate duty station. Failure to comply with this provision may result in loss of pay, termination from the Flexiplace Agreement, and/or other appropriate disciplinary action.

15. The employee or supervisor may terminate participation at any time.

SUPERVISOR	DATE
EMPLOYEE	DATE

ACTIVITY FLEXIPLACE COORDINATOR	DATE REVIEWED
---------------------------------	---------------

ARTICLE 26

BREAKS, MEALS, UNIFORMS AND TIME CLOCKS

26.1 Breaks and Meal Periods: Unit employees will be eligible for short rest periods not exceeding 15 minutes during each four (4) hours of continuous work. Rest periods will not be authorized as a continuing part of a meal period. Unit employees stationed at one-person station will be permitted to have refreshments at their duty station in lieu of short rest periods. However, the time, occasion, and place that such refreshment is taken will be compatible with duties being performed. Non-paid meal periods will be from 30 minutes to one (1) hour in length. Employees will be relieved of their duties during non-paid meal periods. Paid meal periods will be authorized by the appropriate supervisor only when conditions of the job do not allow a non-paid meal period. In such cases, employees will be authorized a 30 minute on the job meal period during the tour of duty at the duty station. During this time the employee may be required to work. Such meal periods will be considered as time worked and must be taken at or near the employee's workstation. No employee will be required to work more than six (6) consecutive hours without a meal period, paid or unpaid.

26.2 Clean Up and Uniforms: Employees working in areas which must be cleaned daily will be allowed a reasonable amount of on duty time for such clean up prior to the end of the work shift. Unit employees required to wear distinctive or characteristic clothing (uniforms) or other special clothing will be allowed up to 15 minutes of duty time prior to and at the end of shift to change clothes.

26.3 Time Clocks:

a. Those facilities using time clocks will program clocks according to the following standard:

1. Programs will allow for employees to clock-in up to 15 minutes prior to their scheduled time.

2. Late clock-in not exceeding five (5) minutes, and late clock-out not exceeding five (5) minutes, will be authorized without a supervisor's override.

b. Meal periods will be programmed into the system to be automatically recorded.

c. Employees will be compensated only for their scheduled hours unless changes are approved by the supervisor.

d. Facilities that may use time clocks include, but are not limited to, Lodging, Club Fairchild, Child Development Center, Youth Center, and the Funspot.

ARTICLE 27

LEAVE

27.1 General: The Leave Program will be administered in accordance with all applicable laws, rules, regulations, policies, and this Agreement.

27.2 Annual Leave:

a. Annual leave shall be earned and used in accordance with established criteria. The Parties agree that annual leave is a right of the employee and the granting, scheduling, or denial is determined by the Employer based on the Employer's needs in accomplishing the mission.

The employee and approving official are encouraged to plan and schedule the utilization of

annual leave as far in advance as possible and mutually resolve conflicts in scheduling when they arise. If a conflict arises between two (2) or more Unit employees of the same organization where such employees cannot be scheduled for the same period because of work load requirements, the supervisor and employees concerned shall try to resolve the conflict by mutual agreement. If mutual agreement cannot be reached, the employee with the longest continuous service in the activity will be scheduled for leave. The approving official will make all final determinations with regards to the scheduling and approval of annual leave. An employee will be allowed to switch choices with another employee if they both agree to the switch and it is approved by the supervisor.

b. Annual leave accrued beyond regulatory limits, normally 240 hours, will be lost at the end of the leave year, unless it is used or has been restored. Annual leave above the carry-over limit may be restored if the following requirements are met:

1. Leave had been approved by the appropriate official in writing but subsequently not used within the leave year due to illness or mission requirements.
2. Previously scheduled and denied leave could not be rescheduled during the remainder of the leave year.

27.3 Sick Leave:

a. An employee may be required to provide the leave approving official with documentation to support the use of sick leave of more than three (3) consecutive days. Reasons for sick leave are confidential and will not be disclosed by the supervisor to the individuals who do not have a need to know. An employee will not be intimidated because he/she requested sick leave.

b. Regular category employees shall schedule sick leave in advance for examinations or treatments that can be prearranged. An employee who requests sick leave due to illness, injury, or exposure to contagious disease shall call the immediate supervisor to request sick leave prior the beginning of the shift. In case of an emergency, the employee will call the immediate supervisory within two (2) hours of the beginning of the shift. (Contagious diseases are defined for sick leave purposes as those which require quarantine or isolation and a medical certificate must be obtained to support such requests.) If the immediate supervisor is unavailable to accept the request, the employee must contact the individual in charge or designated as the alternate, identify the reason for the absence, anticipated duration, location, and telephone number where the employee can be reached.

27.4 Administrative Leave and Excused Absences: Administrative leave and excused absences are authorized absences from duty, without loss of pay or charge to another type of paid leave, which the Employer may grant.

27.5 Parental and Religious Leave: It is the policy of the Employer to be reasonable and compassionate in leave policies for working parents and religious observations. Requests and the appropriate leave for activities such as childbirth and confinement, child adoption, and the observance of religious holidays should be granted to the extent that normal work requirements will permit.

27.6 Voluntary Leave Transfer Program: The program allows employees to voluntarily donate leave, within appropriate laws, rules, policies, regulations and procedures, to other employees who need leave because of a medical emergency. The Employer agrees to publicize employee requests which meet the program's criteria, and the Union agrees to assist in such

efforts. Employees will not be threatened, coerced or intimidated for participating or not participating in this program, by either the Employer or the Union.

27.7 Employees should bring to the attention of new supervisors their tentative leave schedules and any amounts of use-or-lose leave. New supervisors should ask the employee(s) for such information.

27.8 Blood Donation: An employee donating blood at an authorized blood bank, during an on-base blood drive, or in emergencies to individuals, may be granted up to four (4) hours absence without charge to leave on the same day on which the donation is made and not more than once in a 12 week period.

27.9 Leave Without Pay: Regular category employees who do not have annual leave to their credit but wish to take leave for emergencies or other necessities may be granted LWOP on request. LWOP may also be granted to an employee on request in place of annual or sick leave. Flexible employees who wish to adjust their schedule in order to be relieved from duty will request LWOP. Such request will indicate a schedule change at the request of the employee and indicate the supervisor's agreement with such request. Requests for LWOP for both regular and flexible employees will be submitted on an OPM Form 71, *Application for Leave*. Employees will not be coerced into nor intimidated into refusing to sign for LWOP which is in violation of AFMAN 34-310.

27.10 Military Leave: will be administered in accordance with laws, rules, and regulations that apply.

27.11 Court Leave: Employees are authorized absence from work for jury duty or for attending court in any unofficial capacity as a witness on behalf of the US Government, the District of

Columbia, or State or local government, on advance notice of a court order, subpoena, summons, or any other judicial notification. For court leave purposes, municipal courts are considered State Courts. Immediately upon notification, the employee is required to inform his/her immediate supervisor in order to provide the supervisor with adequate time to arrange for alternate scheduling.

27.12 Family Leave: will be administered in accordance with laws, rules, and regulations that apply. Employees may request sick leave under the FAMILY FRIENDLY LEAVE ACT (FFLA) to give care or otherwise attend a family member having an illness, injury, or other condition which, if the employee had such a condition, would justify the use of sick leave by the employee. Additionally, employees may request sick leave under FFLA for purpose relating to the death of a family member, including to make arrangements for or attend the funeral of such family member.

27.13 Employees should bring to the attention of supervisors their tentative leave schedules and any amount of use-or-lose leave.

27.14 Leave usage will be charged in 15 minute intervals.

ARTICLE 28

TRAINING

28.1 Policy: It is the Employer's policy to provide the training necessary to ensure maximum efficiency of employees in the performance of their official duties. Full opportunity to participate in training and development programs will be given to every employee who needs training and meets standards and requirements prescribed by law, executive order, or government-wide regulations. This policy applies to all employees of the Unit.

28.2 Identification of Training Needs: The Employer may identify training and development needs through the use of employee surveys, questionnaires and various other methods and establish programs to meet such identified needs. In identifying training needs, the Employer will consider concerns provided by affected bargaining unit employees and the Union.

Employees are encouraged to discuss with their supervisor and/or the Civilian Training Program Coordinator available courses and/or training that may assist the employee in self-development.

When the Employer is to authorize training for a bargaining unit employee, which is known to provide qualifications for a specific higher graded position, competitive procedures should be utilized in selecting the employee(s) for the training. Such training may be conducted either on or off base and through government and non-government sources, as determined by the Employer.

28.3 On-the-Job Training (OJT): If an employee is required to train a new employee, the supervisor will give consideration to the additional time required to perform normal duties because of the requirement to provide OJT to others.

28.4 The Employer agrees to designate a training program coordinator and will inform employees periodically of the individual's name, organizational location, and telephone number.

28.5 Training Records: The Employer agree to record training accomplishments in the appropriate records, i.e., Supervisor's Employee Work Folder and Official Personnel Folder.

ARTICLE 29

POSITION DESCRIPTIONS

29.1 Each employee is entitled to a current, adequate and accurate position/position guide (PD/PG) which is precise as to title, series, and grade. Such documents will contain the principle/major duties and responsibilities assigned to the position which are important for

determining the proper classification. Position descriptions/position guides should be reviewed annually by supervisors to identify significant changes. An employee will be informed of changes are made to his/her PD or PG and will be provided a copy when changes occur.

29.2 Duties Outside of the Description: PDs and PGs are adequate and accurate when major duties, special skills, licenses, etc., are described which impact classification, qualifications, and any unique requirements found in the position. Any employee in the Unit who feel he/she is performing major duties, on a regular and recurring basis, outside of the scope of the PD/PG should consult with his/her supervisor for clarification. If the problem cannot be resolved through the discussion with the supervisor, the employee may request assistance of a Personnel Specialist who will review information provided which is relevant to the description within 30 calendar days. The Personnel Specialist will discuss the findings with the supervisor and advise him/her whether or not any duties found are important for personnel management considerations. If the position description or position guide is found to be inaccurate, a revised PD and/or PG containing the officially assigned and continuing duties will be accomplished and submitted for implementation. Any personnel actions accomplished will be in accordance with the applicable laws, rules and regulations and shall be completed in a timely manner. Supervisors and employees may request a copy of the evaluation rationale if one is requested and accomplished in the particular circumstances. The reviewer will consider any written or oral comments provided by the employee.

29.3 Classification Appeals: Any employee who believes his/her position is accurately described, but an inaccurate title, series, grade, and/or pay plan has been assigned, may file a classification appeal. Prior to filing the appeal, the supervisor, employee, and Personnel Specialist must certify the accuracy of the description.

29.4 Notice of Downgrade: Any employee whose position is downgraded due to a classification action will be notified and the action accomplished within the applicable laws, rules, and regulations.

29.5 Noncompetitive promotions may result from a position review. Such actions would result from an accretion of duties which could not have been assigned to another employee and which Management elected not to restructure, redistribute, or eliminate the grade-controlling duties. Any such promotion will become effective upon submission of a written request by the responsible manager and on a pay period following the approval of the designated appointing official.

29.6 Management recognizes that in times of declining budget and reorganizations, employees are often asked to assume other duties that are not reflected in their position descriptions. When other duties are on-going, the Employer will revise the position description to reflect the changes in accordance with Section 29.2 above. When a new position description has been approved and classified, the supervisor and the employee will review and discuss the position description when implemented.

ARTICLE 30

LOCALITY WAGE SURVEY

30.1 Employer Obligation: The Union will be notified by the Employer when any locality wage survey affecting bargaining unit employees has been scheduled for the Spokane area and the method to be used to accomplish the survey.

30.2 Union Recommendation and Participation: The Union will have the right to be present at all meetings of the Locality Wage Survey Committee and will participate in all wage surveys to

the fullest extent in accordance with current regulation. Union representatives participating in the Federal Wage System Survey must be subject to the pay system.

ARTICLE 31

PAY AND PER DIEM

31.1 General: The Parties agree to the principle of equal pay for substantially equal work.

31.2 The Employer agrees to provide accurate and timely reports of time and attendance for pay purposes. The Employer also agrees to follow-up with the payroll center on lost, stolen, or late paychecks in accordance with appropriate procedures.

31.3 Special Functions:

a. Wait staff that work a special function, including setup and cleanup, will receive 45% of the Service Charge. The gratuity for a special function will be divided between the wait staff according to the number of hours worked for that function.

b. All gratuities will be written on paper and placed in envelopes for the individual employees within one week of the function.

31.4 Back Pay: Interest on back pay awards shall be paid in accordance with existing laws.

31.5 Per Diem: Under normal conditions, the Employer will plan trip assignments far enough in advance so that if the employee needs a travel advance, sufficient time will be available to request and receive the advance to use on the assigned trip.

31.6 Credit Card: Participation of bargaining unit employees in the approved credit card program will be in accordance with all applicable policies, regulations, directives and instructions.

31.7 Travel Pay: The Employer agrees to schedule travel, to the extent practicable, within an employee's regularly scheduled workweek or work hours; however, circumstances may dictate an employee will be required to travel outside his/her workweek or work hours. Employees will be compensated for the time spend in authorized travel status as allowed by governing regulations. Such time must be approved in advance by the designation approving authority.

31.8 Telephone Calls Home While TDY: While TDY (CONUS only), employees are allowed two 10-minute calls home per calendar week. Such calls must be directed through the Fairchild Air Force Base Operator (1-800-725-1406) for follow-up connection to the desired telephone number. Calls must be placed after 1800 Pacific Standard Time.

31.9 When an employee is required to carry/wear a beeper or pager, and his/her personal activities are sufficiently impinged by wearing of the same, the employee will be compensated accordingly.

32.10 Privately Owned Vehicles (POVs): Employees may be required to use their private vehicles for the performance of their assigned duties. When this becomes a necessary and is directed by the employee's supervisor, the employee must file a claim and will be compensated the prevailing federal rate authorized by the JTR Vol. II. Employees who are using their own vehicles for transporting government property will not be liable for damages or theft of that property unless gross negligence by the employee is involved. If the employee chooses not to use his/her privately owned vehicle, that decision will not in any way be reflected in his/her performance evaluation.

ARTICLE 32

RECEIPT OF PAY

32.1 Receipt of Pay: Employees will be paid for the number of hours worked plus the amount of leave used, except for leave without pay. The Employer agrees to take such steps as reasonably can be expected to overcome problems created by tardy or non-receipt of employee paycheck due to electronic or delivery errors.

ARTICLE 33

WORK ENVIRONMENT

33.1 General:

a. The Employer recognizes that the quality of the workplace has a significant impact on efficiency of operations. In any remodeling of the workplace, the Employer will focus on improving the quality and efficiently utilizing space while paying attention to factors necessary for employees to efficiently perform their duties.

b. It is the intent of the Parties to resolve issues at the lowest possible level. When a change is proposed which will have an impact on bargaining unit employees, informal notification will be given to the Union NAF Vice President. The Union NAF Vice President or designee will arrange a meeting to discuss with the appropriate Management official the proposed changes. The discussion may include, where applicable, such issues as the following: size, design and location of offices and workstations; access to windows; common use space (break rooms, conference rooms, etc.); parking, furniture, carpets, paint, etc.; location of common use equipment, storage, and/or file cabinets.

c. Management will make every effort to ensure those activities that provide employee break rooms maintain them in a sanitary condition. Upkeep of primary areas will be responsibility of the Employer. Upkeep includes vacuuming, cleaning of carpets or flooring, and

structural maintenance. In facilities where employees are required to wear certain apparel, Management will work with employees to provide a suitable changing area.

33.2 Guidelines:

a. The Employer agrees that workspace configuration and space allocations will conform to applicable safety and health codes and regulatory guidelines. Changes to space allocations will be addressed to those bargaining unit employees affected prior to implementation.

b. Where possible, common use equipment shall not be located in an employee's workspace.

c. Where open spaces office arrangements are used, private offices on the windows will be kept to a minimum so that the opportunity to request negotiations in accordance with the provisions of this Agreement.

ARTICLE 34

HEALTH, SAFETY AND WELFARE

34.1 General: The Parties mutually agree to cooperate in common effort to create and maintain safe and healthy working habits and conditions to prevent lost work time due to illness or injury. All employees are encouraged to work safely and report unsafe and/or unhealthy working conditions to the immediate supervisor. The Employer assures that no reprisal actions will occur as a result of an employee reporting unsafe conditions or practice.

a. The Union has the right to present written proposal to the Employer concerning matters affecting health, safety, and welfare of bargaining unit employees.

b. The Employer will comply with OSHA and AFOSH standards in providing sanitary working conditions, equipment, adequate space, and other environmental conditions.

34.2 Training: The Parties recognize the need for specific training and update training regarding AFOSH and OSHA regulations to assure employee safety and a minimum loss of work hours due to preventable injuries. The Employer will provide information to ensure employees are informed of safe working habits, practices, and procedures with regard to specific job assignments and shall ensure that manuals and regulations relating to safety and health are available to all employees.

34.3 Inspections: The Employer will ensure that the required safety and health inspections are conducted. If an inspection schedule is prepared, the Union will be furnished a copy. A designated Union representative may accompany the inspector or inspection team. The Employer will make available to the Union, upon request, appropriate reports concerning inspections.

34.4 Video Display Terminals (VDTs): VDT refers to word processor or computer terminal that displays information on a television-like screen (normally a cathode ray tube). Continuous operation of VDTs over extended periods of time may cause physical problems. The policy of the Employer is to provide safe and healthful workplace for all employees. In keeping with this policy, the Employer agrees:

a. That employees should be provided information on ergonomic hazards and how to prevent ergonomic-related injuries.

b. To consider, to the maximum extent possible, equipment (chairs, tables, workstations) which meet ergonomic design criteria when replacements are obtained;

c. To properly educate employees on the use and safe operations of VDTs, including interspersing prolonged periods of VDT use with other work tasks requiring less intensive visual concentration. Where there are prolonged periods of VDT use and no other non-VDT work available, employees will be normally provided periodic breaks, normally 10 minutes, away from the terminal each hour;

d. In a particular manner, to illuminate to reduce glare and ensure visual comfort to VDT user while providing adequate lighting for traditional clerical tasks, by the use of glare screens, and incandescent lighting versus florescent overhead lighting and lamps;

e. Accommodation requests from pregnancy employees, for reassignment during pregnancy or some portion of the pregnancy, will be considered by the Employer in accordance with 5 CFR 339. While there is no conclusive evidence that VDTs cause problems during pregnancy, the Employer will consider requests, with adequate medical documentation, to reassign persons during pregnancy to vacancies or tasks which do not require continual VDT usage. Management retains the right to make the final decision on such requests.

34.5 Job Hazard Protection: The Employer will provide the required protective clothing, equipment, and safety devises for employees when a job hazard requires their use.

Determinations of non-mandated use of safety equipment and clothing will be accomplished on a case-by-case basis. Such clothing will be cleaned by the Employer. Repair of equipment and appliances shall be provided by the Employer.

34.6 Delay of Work: When an employee feels he/she is subject to conditions so severe that even a short term exposure to such conditions would be an immediate threat to health and safety, he/she may temporarily avoid the hazard and promptly notify the supervisor. Likewise, if an

employee believes he/she cannot safely accomplish a task, he/she can request assistance. When exposure to a serious hazard requires immediate resolution and it is not possible to obtain the proper Management official concurrence beforehand, the employee may temporarily avoid the hazard until the proper Management official can be reached. The supervisor shall inspect the work area or substance in question to ensure that it is safe (or may be safely handled) before requiring the employee to carry out the work assignment. If the supervisor doubts the safety of existing conditions, an appraisal shall be obtained from the appropriate health or safety official. The employee under certain circumstances may ask the squadron safety officer for assistance. If Management determines an unsafe or unhealthy circumstance exists and the official cannot correct the hazard, the Employee will take preventative action. Management shall inform the Union of projected timetables for abatement, including a schedule of Interim arrangements to protect employees when required. If the employee continues to believe work is being required under conditions which are unsafe or unhealthy beyond the normal hazards inherent in the operations in questions, he/she has the right to file a grievance or request assignment to another task.

34.7 Hazardous Material and Equipment: The Employer will provide medical examinations for employees who have been potentially exposed to physical contaminants, radiation, excessive noise, or toxic agents to determine if such exposure is adversely affecting their health.

34.8 AIDS and Hepatitis Protection:

a. Employees regularly performing work where they could be contaminated with bodily fluids contaminated with the AIDS or Hepatitis Virus will have protective devices readily available. The activity will maintain devices as deemed appropriate by mutual agreement between the affected employees and Management.

b. When an employee is contaminated by bodily fluids in the line of duty, the employee shall be encouraged to take an AIDS or hepatitis test. The Employer will pay for the tests when authorized by governing payment for employee testing.

c. Unless CPR is part of the employee's officially assigned duties, no employee will be required to perform CPR except at his/her own discretion.

34.9 Accidents: For work-related fatalities and/or serious accidents to bargaining unit employees, the following procedures will be followed:

a. No news release to the media or public will be made until next of kin has been notified.

b. The Union will be notified as soon as practicable. If requested, the Union may designate one member to receive copies of reports and investigations, unless government attorneys deny release, in which case, the Union may seek the document(s) pursuant to 5 USC 7114(b)(4).

c. OSHA will be notified immediately of any fatal work-related accidents.

34.10 Civilian Fitness Program:

a. A bargaining unit employee who is a regular employee, works at least 35 hours per week, and wishes to participate in the Employer's fitness program, may submit a request to Management. Exercise time may be authorized, twice per week, at the following times:

1. The first ½ hour of the work shift;
2. The ½ hour prior to or after the scheduled lunch period;
3. The ½ hour prior to the end of the work shift.

b. Approved time will be not charged as leave to the individual participating in the exercise program, and must have been authorized by the Employer within established procedures.

ARTICLE 35

HAZARD AND ENVIRONMENTAL DIFFERENTIAL PAY

35.1 Negotiability: The Parties mutually agree that the following issues are negotiable and subject to the procedures contained in this Agreement: (1) determining the coverage of additional local situations (examples may include work areas, exposure levels, temperatures) under approved categories, and (2) the application of authorized categories to local work situations.

35.2 Grievability: Differences of opinion with regard to the payment or non-payment of environmental differential pay or hazardous duty pay will be subject to the grievance procedure contained in this Agreement.

ARTICLE 36

ON THE JOB INJURY AND ILLNESS

36.1 Reporting: Employees are responsible for reporting all injuries or occupational illness which result from performance of duties of occur on the job to the supervisor or individual in charge. Information and counseling will be provided by the supervisor and/or designated program coordinator. Although employees are encouraged to utilize the Employer's medical treatment facilities, they have the right to choose another physician or facility for treatment.

36.2 The Employer agrees to designate an Injury Compensation Program Coordinator to assist supervisors and employees with injury reports and claims under the Longshore and Harbor

Workers' Compensation Act and within applicable regulations and directives. The Employer agrees to periodically publish the individual's name, office symbol, and phone number.

36.3 Reporting:

a. In the case of a traumatic injury, the injured employee's supervisor will, as soon as possible, provide the employee with the Report of Injury and authorization for Medical Treatment when necessary. The supervisor shall ensure documents are properly completed and submitted to the program coordinator.

b. Occupational illnesses shall be reported to the program coordinator by the employee utilizing the Report of Occupational Illness.

c. The Employer shall process and promptly forward to the Office of Workers' Compensation Program (OWCP) when necessary all employee, physician and employer documentation required by the situation.

d. Employees who are temporarily unable to perform their regularly assigned duties because of an on-duty injury, but who are capable of returning to or remaining in a duty status, will temporarily have their duties tailored to physical limitations or be detailed to other assignments which are compatible with their physical limitations whenever possible. Determinations on job restructuring and job offers appropriate to the physical limitations are accomplished by the Employer and the employee's physician.

ARTICLE 37

NON-WORK RELATED INJURIES, ILLNESS OR DISABILITIES

37.1 Policy: The Parties agree that reasonable efforts should be taken to accommodate employees with physical limitations resulting from non-work related injuries or illnesses. Action and determinations will be accomplished in accordance with applicable laws, regulations, policies, and procedures.

37.2 Employees are encouraged to keep the supervisor informed of medical and health conditions which may affect job performance, attendance or conduct. If the supervisor identifies problem or concern, the supervisor will discuss the problem or concern with the employee. If the employee alleges that the problem is caused by a medical or health problem, the employee will be encouraged to seek treatment and/or provide medical documentation relating to the issue to the supervisor.

37.3 If the Employer orders a medical examination, the employee will be informed in writing of:

- a. The reason(s) for determining that a medical exam is necessary;
- b. The consequences of failure to report for the examination; and
- c. Employee's right to submit medical information from his/her own physician and the Employer's obligation to consider such information prior to initiating actions.

37.4 When the results of any medical examination reveal that an employee cannot perform regularly assigned duties on a temporary basis, but is capable of returning to or reaming in a duty status, he/she may have his/her duties tailed to the physical limitations or may be detailed to other duties compatible with the physical limitations whenever possible.

37.5 Employees may voluntarily request reasonable accommodations due to physical limitations or initiate an application for disability retirement when the limitation is permanent and the requirement of the position cannot be performed satisfactorily.

37.6 The HRO will assist employees with processing applications for disability retirement. The Employer shall process the promptly forward all applicable documentation related to an employee's application.

ARTICLE 38

DRUG AND ALCOHOL ABUSE REHABILITATION

38.1 Policy: The Parties agree to actively support the spirit and intent of the Air Force Drug and Alcohol Abuse Rehabilitation Program as outlined in AFI 36-810. When appropriate, the Employer and Union will negotiate proposed changes pertaining to the program. The Parties agree to support the Air Force Life Skills Center in the area of rehabilitative services. The Parties will use their influence to convince employees of their need for professional help if alcohol or drug abuse is affecting their job performance.

38.2 Employee Rights: The Employer has no interest in the employee's off-duty use of alcohol. However, the Employer is interested in job performance. If the Employer suspects an employee's job performance is suffering from possible or suspected drug or alcohol abuse, the Employer will offer the opportunity for rehabilitation. Employees are encouraged to avail themselves of the rehabilitation offered.

38.3 Training: The Employer agree to provide the Union, upon request, with information and/or training in the principles and operations of the AF Drug and Alcohol Abuse Rehabilitation Programs.

ARTICLE 39

DRUG TESTING

39.1 The Employer agrees to inform all new bargaining unit employees, occupying testing designated positions, of the drug-testing program and its requirements.

39.2 At the employee's request, a second sample will be provided at the same time to the laboratory that will be testing the Bottle A specimen. If the test results obtained is positive, the second sample will then be referred to the testing facility, and tested at the Employer's expense.

a. It is agreed that the first Air Force sample is the first priority. The employee must provide the minimum quantity required for the first Air Force sample before a second sample will be taken.

b. both samples must be collected on the same day. If the employee is unable to provide a second sample on the same day as the first, the right to a second sample will be forfeited.

39.3 Collecting of samples will be done in a sanitary, secluded area which provides visual and auditory privacy for the employee. The Employer agrees to use all reasonable means to protect the dignity and privacy of all employees, including those who have physical handicaps or other impairments that may present them from providing samples in the usual manner. If the collection site monitor believes an employee may alter or substitute a sample (the situation or condition is specified in the approved Testing Plan), the sample may be collected under direct observation. However, the collection monitor must provide the employee with a written statement specifying the basis of the suspicion, signed by the collection site monitor.

39.4 If an employee is required to provide a sample for a “reasonable suspicion” drug test, the employee may request and receive a copy of any written reports required by the program and witness statements used to support a Management action resulting from the test. The release of such information will be within applicable legal requirements.

39.5 If the sample is directed by the Employer to be collected off-site, the Employer will provide transportation to and from the site or authorize reimbursement for travel expenses. Travel time to and from the collection site will be on official time.

39.6 An employee with a positive test result will have the right to Union representation at the Management initiated meeting concerning the test results, if the employee believes disciplinary action may result from the test and requests such representation. An employee will be given the opportunity to provide medical documentation supporting legitimate usage of the specific drug or drugs causing the positive test result.

39.7 Employees will be not directed to submit urinalysis samples for punitive reasons.

ARTICLE 40

CONTRACTING OUT WORK

40.1 The Employer agrees to consult openly and fully with the Union regarding any commercial activity review of a function within the bargaining unit. The Employer agrees to comply with all provisions of this Agreement, and other applicable laws, government-wide rules and regulations, and Air Force regulations and policies concerning contracting out. Disputes over the application of government-wide rules and regulations such as OMB Circular A-76, will not be subject to the negotiated grievance procedure. (A-76 has its own dispute resolution process.)

40.2 The Employer will provide the Union with training and/or materials on preparing a commercial activity review, upon request. The Union shall attend such training on official time.

40.3 The Union will be given the opportunity to attend the public bid opening and review in-house estimates after bid opening on official time.

40.4 A bargaining unit employees shall not be denied any rights be/she might have under applicable BBA procedures.

40.5 If the contracting out of work adversely impacts bargaining unit employees, the Employer agrees to negotiate with the Union, upon request, concerning those issues.

ARTICLE 41

NEW TECHNOLOGY

41.1 Whenever the Employer proposes to implement the use of any mechanical device or system based upon a change in technology, method, or means of performing work which may adversely impact on employees in the bargaining unit, the Employer will notify the Union and, when requested, bargain over the adverse effect. Appropriate training for affected employees will be provided.

ARTICLE 42

FACILITIES AND SERVICES

42.1 Management will work with FFEU, NAF in obtaining the use of a computer and access to LAN.

42.2 The FFEU, NAF will be furnished at no charge, two designated parking spaces as near as possible to the Union Office with the Installation Commander's approval.

42.3 The Employer's internal distribution service shall be available for use by the Union.

42.4 The Employer agrees to provide the Union space on official bulletin boards on a space-available basis. Problems related to bulletin boards will be addressed to the HRO and the NAF Vice President of the Union.

42.5 The HRO will provide to the Union copies of this Agreement upon request. The expiration date will be printed on the cover and the design will be agreed upon by the parties prior to printing. Copies of the Agreement may be secured from the Union or the servicing HRO by bargaining unit employees.

42.6 The Employer will provide to the Union printing services.

42.7 The Employer agrees to make available, for the Union's use, space in an appropriate base facility (Community Center, Club Fairchild) for conducting one membership drive annually. The use of the facility will not be for more than one basic workweek. The Union agrees to provide a written requested schedule and location to the HRO. Union officials, representatives, and bargaining unit employees will be in a non-duty status if attending or participating in the activity. The Union agrees to plan ahead sufficiently to avoid scheduling conflicts.

42.8 The Employer agrees to work with the Union to obtain a refrigerator/freezer, and microwave oven through DRMO when they become available.

42.9 The Employer agrees to supply First Aid items to all work areas and to keep items stocked with appropriate supplies. The activity will maintain items as deemed appropriate by mutual agreement between affected employees and Management.

ARTICLE 43

PAYROLL WITHHOLDING OF DUES

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

- a.** The employee has voluntarily completed a request for such allotment of pay;
- b.** The employee's regular pay is sufficient to cover the full amount of the allotment;
- c.** The employee has no existing allotment for the payment of dues to the Union.

43.2 The Union agrees to acquire and provide to its members the prescribed allotment form, to certify as to the amount of its dues, and to inform and educate its members on the procedures for dues and the uses and availability of the required form. An allotment may be submitted at any time by an eligible member of the Unit through the Union to the Nonappropriated Fund Payroll Office. The allotment will be effective at the beginning of the first complete pay period after receipt of a properly completed and signed form in the NAF Payroll Office.

43.4 Termination: An allotment shall be terminated (1) when the employee leaves the bargaining unit as the result of any type of personnel action. (2) upon loss of exclusive recognition by the Union, and/or (3) upon receipt of notice from the Union that the employee is no longer a member in good standing. The effective date of a termination of dues withholding allotment, which is not at the request of the employee, shall be the beginning of the first complete pay period following the date of the action which requires the termination. The Union agrees to promptly notify the Nonappropriated Fund Payroll Office when a member who has authorized dues withholding is suspended or expelled from the Union within five (5) working days. The Employer agrees to maintain a supply of the prescribed forms for use in canceling an allotment; such form is to be available to employees upon request.

43.4 Voluntary Cancellation: A member may voluntarily cancel an allotment for the payment of dues by filling out the prescribed form and submitting it to the Nonappropriated Fund Office. After receipt of such notice, cancellation will become effective in accordance with instructions on the form. The Nonappropriated Fund Office will provide the Union a copy of the cancellation.

43.5 The Nonappropriated Fund Office, acting for the Employer, shall furnish to the Union, at the end of each payroll cycle, the remittance for dues. The remittance will be accompanied by a statement giving the following information:

- a.** Identification of office or installations;
- b.** Identification of local;
- c.** Names of members for whom deductions were made and amount of each deductions;
- d.** Total amount withheld on the payroll;

e. Net amount remitted.

43.6 The Union agrees that the amount to be withheld shall be the amount of the regular dues, exclusive or initiation fees, assessments, back dues, lines, and similar charges and fees. If the amount of regular dues is changed by the Union, the Nonappropriated Fund Office will be furnished written notification signed by the Union NAF Vice President. Effective date of such change shall be the beginning of the first complete pay period after receipt of the change notice, unless a later date is specified by the Union.

ARTICLE 44

INFORMATIONAL REPORTS

44.1 Periodic Reports: The Employer will provide to the Union on a periodic basis the following: A quarterly listing of the bargaining unit employees with name, pay system, grade, series, title, and bargaining unit status of employees by office symbol.

ARTICLE 45

GOVERNING LAWS AND REGULATIONS

45.1 General: In the administration of all matters covered by this Agreement and any amendments or new articles thereto, the Parties are governed by existing or future laws and regulations of appropriate authorities.

45.2 Where new or existing provisions of USAF regulations issued after the effective date of this Agreement, are in conflict with this Agreement, the Parties agree that contract provisions govern or prevail.

45.3 The Employer shall notify the Union NAF Vice President or Chief Steward of changes resulting from new or changed laws, rules, or regulations. The Union shall have the opportunity to request bargaining as appropriate in accordance with law and this Agreement.

ARTICLE 46

NEW ARTICLES AND AMENDMENTS

46.1 General: After the effective date of this Agreement, the Employer and Union may negotiate the implementation of new articles or amendments to existing articles resulting from enactment of new laws or government-wide regulations issued by appropriate authority on matters falling within the purview of 5 USC Chapter 71. Management agrees to consider Union initiated proposals not included in this Agreement. The provisions of these new articles or amendments shall be effective on the date of approval by higher headquarters. New articles or amendments shall become a part of the existing Agreement.

46.2 It is understood that this Agreement is the result of a voluntary act of the Parties and may be terminated by the mutual consent of the Parties. Such mutual termination would not disallow proper recognition of the Union by the Employer if otherwise entitled. Further, this Agreement will terminate at any time it is determined that the Union is no longer entitled to exclusive recognition in accordance with 5 USC Chapter 71, or after such recognition has been relinquished by the Union.

46.3 To the extent that provisions of any NAF Activity instruction or directive within the discretion of the Employer may be in conflict with this Agreement, the provisions of this Agreement will govern.

ARTICLE 47

EFFECTIVE DATE AND DURATION

47.1 Following the signing by the Parties hereto, this Agreement becomes effective upon approval by higher headquarters and shall have a duration of three years from date of approval.

47.2 It is agreed that the duration of this Agreement may be renewed or extended for an additional period by mutual agreement of the Parties. Either Party may submit a written request to renegotiate this Agreement between 60 and 105 calendar days prior to the expiration date of this Agreement. The request will be provided to the Installation Commander or designee, or the Union NAF Vice President or designee, as appropriate. The other party will promptly acknowledge such written request in writing.

Signed this ____ day of _____ 2018 at Fairchild Air Force Base, Washington

FOR THE EMPLOYER

FOR THE UNION

MANAGEMENT NEGOTIATORS:

FFEU (NAF) Negotiators:

GLOSSARY

AFFIRMATIVE ACTION: Any positive action to overcome the effects of past and present discriminatory practices, policies, or other barriers to equal employment.

AGREEMENT: See Negotiated Agreement.

ARBITRATION: A method of settling disputes through recourse to an impartial third party, whose decision is final and binding unless appealed.

BARGAINING RIGHTS: Legally recognized rights of labor and management to enter into good faith negotiation.

BARGAINING UNIT: All Nonappropriated Fund Air Force civilian employees working out of FAFB and serviced by the Nonappropriated Fund Office, Fairchild AFB, except as excluded by 5 USC 7112.

COLLECTIVE BARGAINING: The performance of the mutual obligations of the employer and the exclusive representative to meet at reasonable times, to consult and bargain in good faith, and to execute, if requested by either party, a written agreement with respect to terms and conditions of employment. This obligation does not compel either party to agree to proposals or make concessions.

COMPELLING NEED: In the Federal government, a basis upon which rules or regulations issued by an agency or a primary national subdivision of any agency may serve as a bar to negotiations with a labor organizations with a labor organization. A labor organization may challenge the agency's interpretation of compelling need before the Federal Labor Relations Authority.

CONDITIONS OF EMPLOYEMENT: Personnel policies, practices and matters, whether established by rule, regulation or otherwise, effecting working conditions, except that such term

does not include policies, practices and matters relating to prohibited political activities (under 5 USC Chapter 73, Subchapter III), to the classification of any position, or to the extent such matters are specifically provided for by Federal statute.

DE MINIMUS: Small, trifling or insignificant matters; not creating a reasonable, foreseeable effect and resulting in substantially similar conditions of employment.

DISCIPLINARY ACTIONS: Management initiated action designed to correct inappropriate employee behavior, through removal, suspension, and reduction in grade or pay band.

DOWNGRADING (DEMOTION, REDUCTION IN GRADE): Moving an employee down in grade.

EMPLOYEE COMPLAINT: An expression of dissatisfaction which may result in an informal discussion between an employee and a Union representative, and/or a management official, if appropriate, in advance of a determination as to a final course of action.

EMPLOYER: Fairchild Air Force Base, Washington

EXCLUSIVE RECOGNITION/REPRESENTATION: Any labor organization which (1) is certified as the exclusive representative of employees in an appropriate unit pursuant of 5 USC 7111; or (2) is recognized by an agency immediately before the effective date of 5 USC Chapter 71 as the exclusive representative of employees in an appropriate unit (a) on the basis of an election, or (b) on any basis other than an election, and continues to be so recognized in accordance with the provisions of this chapter.

FEDERAL LABOR RELATIONS AUTHORITY (FLRA): An administrative body empowered by Title VII of the Civil Service Reform Act of 1978, to provide leadership in Federal service labor management relations matters by establishing policies and guidance.

FEDERAL MEDIATION AND CONCILIATION SERVICES (FMCS): An independent Federal agency which provides mediators to assist the parties involved in negotiations and labor disputes.

FEDERAL SERVICES IMPASSES PANEL (FSIP OR PANEL): This panel resolves bargaining impasses in Federal service by recommending actions such as arbitration and additional finding, or by directing settlement of the impasse itself. The Panel has a chairperson and six members who are appointed by the President.

FORMAL DISCUSSIONS/MEETINGS: Any discussion between one or more representatives of the employer and one or more employees in the unit concerning any grievance, personnel policy or practices, or other condition of employment. The exclusive representative must be given the opportunity to be represented at these meetings.

GOOD FAITH BARGAINING: The duty of the employer and exclusive representative to negotiate in good faith under 5 USC 7114 (a) shall include the obligation (1) to approach the negotiations with a sincere resolve to reach a collective bargaining agreement; (2) to be represented at the negotiations by duly authorized representatives prepared to discuss and negotiate on any condition of employment; (3) to meet at reasonable times and convenient places as frequently as may be necessary, and to avoid unnecessary delays; (4) in the case of the employer, to furnish to the union, upon request and to the extent not prohibited by law, data (a) which is normally maintained by the agency in the regular course of business, (b) which reasonably available and necessary for full and proper discussion, understanding and negotiation of subjects with the scope of collective bargaining, and (c) which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining; and (5) if agreement is reached, to execute on the request of any party to

the negotiation a written document embodying the agreed terms, and to take such steps as are necessary to implement such agreement.

GRIEVANCE: A complaint consisting of all steps of the grievance procedure, made by: a bargaining unit employee(s) concerning any matter relating to the employment of the employee(s); the Union concerning any matter relating to the employment of a bargaining unit employee(s); or by a bargaining unit employee(s), the Union, or the employer concerning the effect or interpretation, or a claim of breach of the agreement, or any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment. A grievance may be filed by the Union, a bargaining unit employee or designated representative, group of bargaining unit employees or designated representative, or the employer.

INVESTIGATORY EXAMINATION: Any examination of an employee in the unit by a representative of the employer in connection with an investigation.

IMPACT BARGAINING: Bargaining or negotiating concerning the impact of a management rights decision upon unit employees. The decision itself is not negotiable, but the impact and effect the decision has on employees is negotiable.

KALKINES WARNING: The right of an employee to be informed that the employee may be disciplined or discharged for not answering questions in an administrative (non-criminal) investigation, and that the replies (and their fruits) cannot be used against the employee in a criminal action.

MIRANDA: Rights of the individual in a criminal investigation.

NEGOTIATED AGREEMENT: A written agreement between the employer and the exclusively recognized labor organization defining certain rules and responsibilities of the

parties, stating policies, procedures and methods that govern working relationships between the parties, the identifying such matters of proper mutual concern to the parties.

NEGOTIABILITY: Refers to whether a given topic is subject to bargaining between the employer and the Union. The FLRA makes final decisions regarding negotiability disputes.

NEGOTIABILITY: The systematic procedure agreed to the parties for the resolution of grievances.

NON-DUTY TIME: An employee's time during which performance of duty is not required, for example; hours before and after work and non-paid lunch time.

OFFICAL TIME: Duty time that is granted to an employee to perform designated functions without loss of pay or charge to that employee's leave account.

OFFICAL PERSONNEL FOLDER (OPF): The official records and reports of personnel actions effected during an employee's Federal service and documents and papers required in connection with such actions.

PARTY/PARTIES: Includes union representatives and management representatives.

PAST PRACTICES: Privileges of employees, which by custom, tradition and known practice have become an integral part of their working conditions. A past practice or procedure normally meets the following tests: (1) is known to management; (2) responsible management has knowingly allowed the practice to continue unchallenged, and (3) such practice has continued for a significant length of time.

PERFORMANCE STANDARDS: A statement of the expectation or requirements established by management. A performance standard may include, but is not limited to, factors such as quality, quantity, timeliness, and manner of performance.

REPRESENTATIONAL ACTIVITIES: Activities performed by a Union (or a Union's representative) on behalf of the employees the Union represents. Such activities include meeting and negotiating with management, investigating problems, handling grievances, and policing the terms of the collective bargaining agreement.

SUPERVISOR: In Federal Service, generally an individual having authority in the interests of the employer to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline or remove employees, to adjust their grievances, or to effusively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgement.

UNFAIR LABOR PRACTICES (ULP): Action by either an employer or Union which violates the provisions of Title VII of the Civil Service Reform Act, such as refusal to bargain in good faith.

WAGE SYSTEM EMPLOYEES: Federal government employees, in trades and labor occupations, whose rates of pay are determined on the basis of prevailing rates for comparable work in the area.

WEINGARTEN RIGHT: Each employee has the right to be represented by the Union at examination by a representative of management in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee, and the employee requests representation.