

**NEGOTIATED AGREEMENT**

*between*

**SEYMOUR JOHNSON AFB**

**NORTH CAROLINA**

*and*

**NATIONAL ASSOCIATION OF INDEPENDENT**

**LABOR**

**LOCAL 8**

*for*

**NONAPPROPRIATED FUND EMPLOYEES**

Effective Date: October 9, 2019

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## TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
	PREAMBLE.....	5
1	EXCLUSIVE RECOGNITION AND COVERAGE OF THE AGREEMENT .....	6
2	PROVISIONS OF LAWS AND REGULATIONS.....	6
3	ACRONYMS AND DEFINITIONS .....	6
4	EMPLOYER RIGHTS.....	8
5	EMPLOYEE RIGHTS.....	8
6	UNION RIGHTS AND OBLIGATIONS .....	9
7	UNIT MEMBERSHIP LISTS.....	10
8	UNION REPRESENTATION.....	10
9	ORIENTATION FOR NEW EMPLOYEES.....	11
10	UNION TRAINING SESSIONS .....	12
11	NEGOTIATIONS .....	12
12	UNION-MANAGEMENT MEETINGS .....	13
13	HOURS OF WORK .....	14
14	OVERTIME .....	16
15	HOLIDAYS.....	16
16	ANNUAL LEAVE .....	17
17	SICK LEAVE .....	18
18	LEAVE WITHOUT PAY.....	19
19	FAMILY LEAVE.....	20
20	BONE MARROW OR ORGAN DONATION .....	21
21	EXCUSED ABSENCES .....	21
22	COURT LEAVE.....	21
23	JOB DESCRIPTIONS & CLASSIFICATIONS .....	22
24	PROMOTION AND PLACEMENT.....	23
25	DETAILS AND TEMPORARY PROMOTIONS.....	24
26	EQUAL EMPLOYMENT OPPORTUNITY .....	25
27	EMPLOYEE ASSISTANCE PROGRAM .....	25
28	HEALTH INSURANCE AND RETIREMENT .....	26
29	PERFORMANCE EVALUATION.....	26
30	EMPLOYEE RECOGNITION .....	27
31	SUGGESTION (IDEA) PROGRAM.....	28
32	CHARITABLE ACTIVITIES .....	28
33	ON-THE-JOB-INJURY .....	28
34	HEALTH AND SAFETY.....	28
35	SPECIAL TOOLS AND UNIFORMS .....	29
36	TECHNOLOGICAL DEVELOPMENTS .....	30
37	TRANSPORTATION .....	30
38	TRAINING AND EMPLOYEE DEVELOPMENT .....	31
39	USE OF FACILITIES.....	31
40	ADVERSE WEATHER AND OTHER ADVERSE CONDITIONS.....	31
41	BUSINESS BASED ACTIONS.....	32
42	DISCIPLINARY ACTIONS .....	37
43	GRIEVANCE PROCEDURES.....	38
44	ARBITRATION .....	40
45	BULLETIN BOARDS AND PUBLICITY.....	41

46 CONTRACTUAL WORK ..... 41  
47 WAGES AND WAGE SURVEYS ..... 41  
48 PAYROLL WITHHOLDING OF UNION DUES ..... 43  
49 PUBLICATION AND DISTRIBUTION OF AGREEMENT ..... 44  
50 MISCELLANEOUS ..... 45  
51 DURATION AND CHANGES ..... 45  
SIGNATURE PAGE ..... 46

## **PREAMBLE**

In accordance with Chapter 71 of Title 5 of the U.S. Code, and subject to all applicable statutes and regulations, the following articles constitute an agreement by and between the Department of the Air Force, Headquarters 4th Fighter Wing (ACC), Seymour Johnson Air Force Base, North Carolina (hereinafter referred to as the Employer), and the National Association of Independent Labor, Local 8 (hereinafter referred to as the Union).

WHEREAS Congress has found that the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the government through collective bargaining; and

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

Now, therefore, the parties hereto agree as follows:

## ARTICLE 1

### EXCLUSIVE RECOGNITION AND COVERAGE OF THE AGREEMENT

The Employer recognizes the Union as exclusive representative for all employees in the unit identified below:

**INCLUDED:** All non-appropriated fund employees of the Department of the Air Force, Seymour Johnson Air Force Base, North Carolina.

**EXCLUDED:** All management officials, professional employees, supervisors and employees described in 5 U.S.C. 7112 (b) (2) (3) (4) (6) and (7).

## ARTICLE 2

### PROVISIONS OF LAWS AND REGULATIONS

**Section 1.** In the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and regulations of appropriate authorities. The parties are also governed by published agency policies and regulations, except as modified by this Agreement, in existence at the time this Agreement is approved and subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities.

**Section 2.** The fact that the Union agrees to published agency policies and regulations in existence at the time the agreement is approved does not preclude the Union from requesting to meet and negotiate on any agency policy and regulation.

## ARTICLE 3

### ACRONYMS AND DEFINITIONS

AFI	--	Air Force Instruction
AFMAN	--	Air Force Manual
CFR	--	Code Federal Regulations
DOD	--	Department of Defense
HRO	--	Human Resources Office
NAF	--	Non-Appropriated Funds
NAFI	--	Non-Appropriated Fund Instrumentality
SF	--	Standard Form
USC	--	United States Code

**Calendar Day** - Unless otherwise specified, day refers to a calendar day. In counting days, if the end day in the period is on a weekend or holiday, the period will end the next work day after that weekend or holiday.

**Collective Bargaining** - means the performance of the mutual obligation of the representative of an agency and the exclusive representative of employees in an appropriate unit in the agency to meet at reasonable times and to consult and bargain in a good faith effort to reach an agreement with respect to the conditions of employment affecting such employees and to execute, if requested by either party, a written document incorporating any collective bargaining agreement reached, but the obligation referred to in this paragraph does not compel either party to agree to a proposal or to make a concession.

**Conditions of employment** - means personnel policies, practices and matters, whether established by rule, regulation or otherwise, affecting working conditions, except that such term does not include policies, practices, and matters:

- a. relating to prohibited political activities;
- b. relating to the classification of any position; or
- c. to the extent such matters are specifically provided for by Federal statute.

**Gender** - means a sub-grouping of employees by sex and normally refers to the practice of describing policies as affecting either sex equally unless specifically described otherwise. A policy which refers to "he" applies to either male or female employees.

**Management Official** - means an individual in a position of which the duties and responsibilities require or authorize the individual to formulate, determine or influence agency policies.

**Probationary Periods** - refers to the following:

- a. Pay band NF-I- NF-II employees must serve a 6-month probation.
- b. Pay band NF-III-NF-VI employees must serve a 12-month probation.
- c. Child Development (CY) employees must serve a 12-month probation.
- d. Crafts and Trades (NS, NL, and NA) employees must serve a 6-month probation.

**Regular Employee** - means an employee who has a regular work schedule that is scheduled in advance and is expected to continue for an extended period of time. Regular full-time (RFT) employees have a regular schedule of 35 to 40 hours per week. Regular part-time (RPT) employees have regular schedule of 20 to 34 hours per week.

**Supervisor** - means an individual having authority to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action by the consistent exercise of independent judgment.

**Seniority** - means an individual's length of service as determined by that individual's Service Computation Date.

**Work Day** - means Monday through Friday excluding Holidays.

## ARTICLE 4

### EMPLOYER RIGHTS

**Section 1.** Management rights are prescribed in 5 USC 7106.

**Section 2.** Subject to Section 3 of this Article, nothing in this Article shall affect the authority of any management official of the agency:

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

**Section 3.** Nothing in this Article shall preclude the Employer and the Union from negotiating:

- a. at the election of the Employer, on the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project or tour of duty, or on the technology, methods, and means of performing work;
- b. procedures which management officials of the agency will observe in exercising any authority under this Article; or
- c. appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

## ARTICLE 5

### EMPLOYEE RIGHTS

**Section 1.** The Employer and the Union agree that employees in the bargaining unit covered by this agreement shall have the right to form, join, or assist the Union, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right.

**Section 2.** Employees have the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations, or agency policy.



**Section 3.** Employees have the right to be represented by an attorney or by a representative of their choice (except as limited by agency regulation) in any grievance or statutory appeal action, except those subject to the negotiated grievance procedure.

**Section 4.** Nothing in this agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deduction as delineated in Article 48 of this Agreement.

**Section 5.** Both parties shall take such action, consistent with law, as may be required to assure that employees in the unit are apprised of the rights described in this Article, and that no interference, restraint, coercion, or discrimination is practiced to encourage or discourage membership in the Union.

**Section 6.** When the Employer conducts an investigatory interview, the employee being interviewed is entitled, upon the employee's request, to the presence of a Union representative, if the employee has reasonable grounds to believe that the interview may result in disciplinary action against him or her.

**Section 7.** An employee has the right to confer with the Union during duty hours concerning grievances, complaints and/or appeals. An employee desiring to confer with a Union representative will make the request for time to his immediate supervisor and receive approval prior to leaving his work area. Approval at time of request shall not be unreasonably denied.

**Section 8.** The Employer agrees to treat all employees in a fair and equitable manner with proper regard for the dignity of their subordinates.

**Section 9.** Disciplinary actions and counseling sessions will be in private.

**Section 10.** Employees of the Child and Youth Program Flight who because of Child Abuse Allegations are prevented from performing the duties of their position shall be informed of the allegation and placed in a position of equal status or Administrative Leave status pending resolution of the allegations.

## **ARTICLE 6**

### **UNION RIGHTS AND OBLIGATIONS**

**Section 1.** The Union shall accept employees of the unit as members without discrimination based on race, color, religion, creed, age, sex, national origin, political affiliation, marital status, or physical handicap.

**Section 2.** The Union shall be entitled to act for and to negotiate agreements covering all employees in the bargaining unit and shall be responsible for representing the interests of all such employees without discrimination and without regard to Union membership.

**Section 3.** The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.

## ARTICLE 7

### UNIT MEMBERSHIP LISTS

Upon the Union President's written request, and not more than two (2) times during each calendar year, the Employer will furnish the Union a listing of Bargaining Unit Employees (BUE). Listings will include each employee's name, grade, organizational mailing address and organizational identifier/office symbol.

## ARTICLE 8

### UNION REPRESENTATION

**Section 1.** The Employer agrees to recognize the elected local officers and official representatives designated by the Union, including stewards. The Union will furnish and maintain with the Employer a complete and current list of Union representatives, together with the designations of areas of representation.

**Section 2.** The Employer will recognize as stewards only employees who are officially designated in writing by the Union. The Employer will be advised two (2) workdays in advance of new or changed designations of representatives. The President or designee will advise the supervisor(s) concerned when an employee is temporarily designated to serve in the absence of a regularly assigned representative.

**Section 3.** The Union agrees, in carrying out its representational functions, to limit the number of stewards, chief steward, or officers to those required at the meeting. The number will be kept to a minimum consistent with interests of economy and efficiency.

**Section 4.** Union representatives, if otherwise in a duty status, will be allowed a reasonable amount of official time for representational purposes such as investigating and processing employee complaints and grievances, consultations and negotiations with the Employer on matters in connection with this Agreement. Time used during the normal duty hours will be with the knowledge and the approval of the appropriate supervisor. Approval at time of request shall not be unreasonably denied. Representatives entering employees' work area will notify the supervisor present in the work area prior to conducting Union business. Records maintained by supervisors of duty time spent by a representative require the employee to sign out when leaving and sign in immediately upon return to the employee's work station. The Union shall be provided a copy of all records. The Union President or designee, in addition to reasonable official time for representational purposes, will be granted six

(6) hours of official time for Contract Administration on Friday from 1000 until 1700 (including one hour for lunch). Either party may unilaterally open this section for renegotiation after six (6) months.

**Section 5.** In the interest of efficient conduct of Government business and the economical use of Government time, and in order to draw a reasonable distinction between official and non-official activities, those activities concerned with the internal management of the Union, soliciting membership, collecting dues, campaigning for Union office, conducting elections for employee organization officers, and distributing literature will be conducted outside of regular working hours.

**Section 6.** The Employer will recognize representatives of the NAIL National Office. The Union or the national representative shall provide advance notice to the Employer of visits to be made by representatives of the National Office.

**Section 7.** Representatives of the Union will be authorized reasonable access to telephones of the Employer, as needed in the conduct of authorized representational activities.

## ARTICLE 9

### ORIENTATION FOR NEW EMPLOYEES

**Section 1.** The Union will be afforded the opportunity to be represented at new employee orientation sessions.

**Section 2.** The Union's representative will be permitted to (1) advise unit employees of its existence; (2) describe the bargaining unit it represents; (3) provide the telephone number where Union representatives can be reached; and (4) distribute copies of the Agreement to bargaining unit employees.

**Section 3.** The Union will advise the HRO of the name of the person designated to serve as its representative at new employee orientations. The Union may change its designee upon written notification to the HRO.

**Section 4.** Once every month the Employer shall provide the Union a list of all new employees, their job categories and work locations.

**Section 5.** The Union shall be afforded the opportunity to send one representative to meet with flexible employees who did not attend a group new employee orientation session. The Union representative shall be on official time if otherwise in a duty status. The Union representative shall request permission from his supervisor to leave his workplace for this purpose. The Union representative must also request permission from the new employee's supervisor to contact the new employee at the new employee's workplace. Neither the Union representative's supervisor nor the new employee's supervisor shall unreasonably deny such requests. At the meeting the Union representative will be permitted to cover only the topics described in Section 2 of this Article, and the meeting shall be not more than ten (10) minutes in duration.

## ARTICLE 10

### UNION TRAINING SESSIONS

**Section 1.** Official time, ordinarily not more than twenty-four (24) hours within a calendar year, shall be granted to the Union President and one (1) representative, subject to work exigencies, to attend Union-sponsored training. All other Union Stewards shall be granted eight (8) hours of official time, subject to work exigencies, to attend Union-sponsored training. A fourteen (14)-calendar day advance notice is required under this Section.

**Section 2.** The Employer will provide, upon request from the Union, if available at the time of request, a meeting place on the base.

## ARTICLE 11

### NEGOTIATIONS

**Section 1.** It is agreed that the Employer shall negotiate with the Union on all appropriate matters. It is understood that the Employer in this context means a representative with delegated authority to speak for the Installation Commander.

**Section 2.** Negotiation is defined as collective bargaining between the Employer and the Union with the objective of reaching formal written agreement with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws, regulations and published policies.

**Section 3.** Procedures for Bargaining.

- a. The Employer agrees to notify the Union President in writing or by e-mail prior to the planned implementation of a proposed change in conditions of employment. The union agrees to provide confirmation of receipt either in writing or through read receipt confirmation. The notification will indicate the general nature of the proposed change and the planned implementation date.
- b. The Union shall have five (5) work days to request a meeting with management to discuss the proposed change.
- c. The Union shall have five (5) work days from the date of the meeting to request bargaining and to forward written proposals to the Employer.
- d. If the Union does not request bargaining within the time limit set forth in subsection "c." above, the Employer may implement the proposed change(s), provided the change is not covered by this Agreement.
- e. Upon timely request by the Union, bargaining will commence within ten (10) calendar days, unless otherwise agreed upon by the Parties.
- f. The Employer shall have ten (10) calendar days from the date of receipt of Union initiated proposed change to conditions of employment to forward written proposals to the Union. Bargaining will commence within ten (10) calendar days, unless otherwise agreed upon by the Parties.

**Section 4.** It is recognized that this Agreement is not all inclusive, and the fact that certain working conditions have not been specifically covered in the Agreement does not lessen the responsibility of either party to meet with the other for discussion and exchange of views and/or negotiations in an effort to find mutually satisfactory solutions to matters related to policies, practices, procedures and conditions of employment not covered by this Agreement.

**Section 5.** Issues regarding negotiability of an item under discussion will be resolved in accordance with applicable provisions of Title 5, United States Code and the rules and regulations of the Federal Labor Relations Authority.

## ARTICLE 12

### UNION-MANAGEMENT MEETINGS

**Section 1.** Union representatives shall be permitted to meet with management officials of the Employer on appropriate subjects of general interest to employees.

**Section 2.** A Union representative desiring to meet with a management official, other than the 4th Force Support Squadron Commander, on an appropriate subject of general interest to employees shall, orally or by e-mail (with a read receipt), inform his immediate supervisor of the name of the official with whom he desires to meet. If the Union representative encounters problems in scheduling a meeting with the management official, the Union representative may refer the matter to the appropriate flight chief for resolution.

**Section 3.** Earnest attempts shall be made to satisfactorily resolve appropriate matters of general interest to employees at the lowest possible management official/Union representative level.

**Section 4.** Meetings between management officials subordinate to the 4th Force Support Squadron Commander and Union representatives shall normally be accomplished orally. No minutes or other official record of such meetings is required.

**Section 5.** The 4th Force Support Squadron Commander, or his designee, may hold meetings as needed with one or two Union officials to discuss items of general interest to employees. The Union has the right to accept or reject the 4th Force Support Squadron Commander's designee. Should the Union elect to exercise this right, the Employer will coordinate with the 4th Force Support Squadron Commander as appropriate to facilitate a meeting and/or find a designee acceptable to the Union. No minutes or other official record of such meetings is required.

**Section 6.** The procedures set forth in this Article shall not be used in lieu of available grievance or appeal procedures. Subsequently, employee grievances and appeals shall not be discussed at any meeting held in accordance with this Article.

## ARTICLE 13

### HOURS OF WORK

**Section 1.** The administrative workweek is established as the seven (7) day calendar week beginning at 0001 Sunday and ending at 2400 Saturday. The basic workweek for regular employees will consist of not more than five (5) consecutive workdays. Split shifts - which are those that include a break for more than one (1) hour in the scheduled workday - are not authorized, except as required in the Youth Center or at other activities in the event of an isolated emergency. The Union will be notified in writing if the split shifts are to be scheduled for an isolated emergency.

**Section 2.** Meal periods will be scheduled and will be for no less than thirty (30) minutes in duration or longer than sixty (60) minutes in duration. During their meal periods, the Employer will make every effort to ensure employees are afforded a duty-free meal period. If meal periods are interrupted due to mission, employees will be paid for the entire meal period. When the nature of an employee's duties requires that he remain at his duty station, a paid on-the-job meal period of twenty (20) minutes may be established. Utilization of the twenty (20) minute meal period will be held to the absolute minimum consistent with fund operations. No employee will be required to work more than five (5) hours in any workday without a meal period. In organizations where workloads permit, a flexi-lunch will be authorized. The flex band will begin after four (4) hours of duty and will not exceed a one-hour period in which employees may utilize their thirty (30) minute lunch period.

**Section 3.** Employees shall be allowed a rest period of fifteen (15) minutes during each four (4) hours of work, as near to the middle of the four (4) hours as practicable, at a time prescribed by the supervisors. If the period from the beginning of the daily tour of duty to the lunch period or from the lunch period to the end of the daily tour of duty is less than four (4) hours, a second rest period during the daily tour of duty will be granted only when the employee works an eight (8) hour day. These rest periods will not be used to extend employees lunch periods or shorten workdays. Employees of the Child Development Center and School-Age Program will have employee break areas where they are free of the restrictions listed in Article 34, Section 9 of this Agreement.

**Section 4.** Where possible Regular employees, upon request, shall not be scheduled for weekends

**Section 5.** Work schedules shall be posted on bulletin boards at least one (1) week prior to the effective date of the schedule. The schedule shall cover at least one (1) administrative workweek.

**Section 6.** Employee Categories. Positions are established as either Regular or Flexible.

- a. Regular employees will have an established basic workweek (guaranteed specified number of hours between 20-40) reflected on their appointment documents.
- b. If Regular employees are consistently scheduled to work five (5) or more hours per week above their guaranteed number of hours for a period of ninety (90) consecutive days a personnel action will be initiated to document the new guaranteed hours. However, if the change in hours per week is to cover surges in workload, seasonal work, filling in for employees on leave, or while position vacancies are being filled no personnel action will be initiated to change guaranteed hours.

- c. Flexible employees have no guaranteed hours and will be scheduled as needed to meet the needs of the activity. If, over a period of one-hundred-and-twenty (120) consecutive days, a Flexible employee works an average of twenty-five (25) hours per week, the Employer will change the employee to a Regular category. When possible, a Flexible employee shall not be scheduled for more hours than a Regular employee within the same work section who does the same work as the Flexible employee.
- d. The Employer agrees not to schedule employees in a way to avoid the requirements in this section.
- e. The Union will be notified in writing if Regular or Flex employees will be working additional hours to meet surges in workload, seasonal work, special functions, filling in for employees on leave, or while position vacancies are being filled.

**Section 7.** Reduction in Guaranteed Hours

- a. If a reduction in guaranteed hours places the employee in a lower category (that is, from Regular to Flexible category), the Employer will process the action as a Business Based Action (BBA) according to the procedures and requirements in Article 41, Business Based Actions.
- b. Guaranteed hours must not be reduced solely to avoid payment of benefits or to provide more hours for other employees. When possible, the Employer will reduce hours worked by a Flexible employee before reducing guaranteed hours of a Regular employee within the same work section who does the same work as the Flexible employee. Reduction in hours shall be by inverse retention score. (See Article 41).
- c. The Employer will utilize the following procedures whenever changing the guaranteed hours of a Regular employee:
  - 1. The Employer must give a written notice in advance of the action to the employee as indicated below:

<b>EMPLOYMENT CATEGORY</b>	<b>GUARANTEED HOURS ARE REDUCED</b>	<b>MINIMUM REQUIRED WRITTEN NOTICE IN ADVANCE</b>
Regular	8 hours or more per week	15 calendar days
Regular	Less than 8 hours per week	7 calendar days

- 2. As a minimum, the written notice must include:
  - A. A statement that the employee’s guaranteed hours are being reduced;
  - B. The effective date of the change;
  - C. A clear statement of the reasons for the change (be specific);
  - D. A statement that if he feels the action is inconsistent with this agreement the employee may submit a grievance under the negotiated grievance procedure; and
  - E. Advise on how and where to file the grievance, and the time limits for filing such grievance.

**Section 8.** The Union will be informed of any reduction in guaranteed hours before notices are issued to the employees. Upon request from the Union, a meeting shall be held with the Union, Manager, and Human Resources Officer and/or Civilian Personnel Officer or designee to resolve the actions pursuant to Statute and Executive Order.

## ARTICLE 14

### OVERTIME

**Section 1.** Overtime is defined as time in a pay status by nonexempt employees in excess of eight (8) hours in a work day or forty (40) hours in any one work week. Employees qualifying for overtime will have their time computed at one and one half (1 1/2) times the regular rate of pay. Employees may elect to take compensatory time off in lieu of overtime pay.

**Section 2.** Overtime shall be rotated equitably among employees in each work area (i.e., Lodging, Enlisted Club, Child Development Center, etc.) consistent with employee classification (i.e., custodial workers, laborers, desk clerks, etc.). Records of overtime worked or declined shall be maintained and made available to the Union Steward or any other employee in the work area.

**Section 3.** When overtime work is necessary to meet operational schedules, employees requested to work overtime will be given as much advance notice as possible. Management will normally solicit volunteers, but will use inverse seniority/least overtime hours worked when assigning involuntary overtime. Both parties agree that it is a special circumstance when overtime must be performed by personnel already on duty.

**Section 4.** An employee called in to perform overtime shall be paid a minimum of two (2) hours regardless of whether required to work the two (2) hours or not.

**Section 5.** Employees who are required to work overtime, without prior notice in emergency cases, will be allowed one (1) phone call in the local area without cost to the employee. The local area is defined as within a radius of fifty (50) miles. The phone call will not exceed three (3) minutes duration.

## ARTICLE 15

### HOLIDAYS

**Section 1.** Regular employees shall be entitled to all holidays prescribed by federal law. All holidays designated by Executive Order shall be observed in accordance with provisions of the Executive Order.

**Section 2.** Regular employees who are precluded from working due to observance of a holiday are entitled to the basic rate of pay for regularly scheduled non-overtime hours as if he had worked.

**Section 3.** Work to be performed on holidays will be assigned and scheduled to ensure a fair and equitable distribution of holiday work. Employees performing work on a holiday shall receive pay in accordance with that authorized by applicable regulations.



## ARTICLE 16

### ANNUAL LEAVE

**Section 1.** Regular employees shall earn and be granted annual leave as follows:

<u>If the employee has:</u>	<u>And:</u>	<u>Then accrual rate is:</u>
Less than 3 years' service		5% of hours in a pay status
At least 3 years' but fewer than 15 years' service	It is not the last PPE in the FY	7 1/2% of hours in a pay status
At least 3 years' but fewer than 15 years' service	It is the last PPE in the FY	12 1/2% of hours in a pay status
More than 15 years' service		10% of hours in a pay status

**Section 2.** The Employer agrees to grant annual leave to employees for the purpose of rest, relaxation, recreation or for other justifiable reasons consistent with workload requirements. Approval of requests for annual leave for unforeseen emergency reasons will be considered as the circumstances warrant.

**Section 3.** The Employer agrees that all disapproved annual leave requests will be returned to the employee with a notation in writing as to the reasons for the disapproval.

**Section 4.** It is agreed that no employee shall be called back from leave unless no other qualified employee within the organizational element is reasonably available to perform the required duties.

**Section 5.** Employees unable to report for duty because of a personal emergency must request emergency annual leave by notifying the supervisor or designee, if available, no later than two (2) hours after the start of their regular scheduled work shift.

**Section 6.** An annual leave request for periods of one (1) or more weeks will normally be scheduled on a yearly basis. Employees will be provided the opportunity to submit their requests for annual leave in writing to their supervisors by 31 January. Supervisors shall establish a leave schedule by 15 February, providing each employee his first choice where workload and mission requirements permit. In the event of a conflict in annual leave scheduling among employees, the senior employee based on length of non-appropriated fund service will be given first choice in the absence of determinable personal hardship. Subsequent conflict will not be resolved in favor of the senior employee if it results in the same employee again receiving preferential treatment. Upon an employee's request, the supervisor may change the schedule providing it will not affect the choice of another employee unless such employee agrees to a change. When a supervisor finds it necessary to cancel previously scheduled leave, the reasons will be provided to the affected employee at least thirty (30) days in advance of his anticipated annual leave, when practical.

## ARTICLE 17

### SICK LEAVE

**Section 1.** Regular employees earn sick leave at a rate of 5% times the hours in a pay status, excluding overtime. The Union joins the Employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave so it will be available to them in case of extended illness.

**Section 2.** Sick leave, if accrued, shall be granted to employees when they are incapacitated from the performance of their duties provided that employees not reporting for work because of incapacitation for duty furnish notice to the supervisor, or the supervisor's designee, by telephone or other appropriate means as soon as possible prior to the start of the Employer's shift but not later than two (2) hours after the start of the duty day except where unusual circumstances preclude such advance notification. When any absence due to illness extends from one (1) workweek to another, the employee will notify his supervisor on the first workday of each bi-weekly period until his return to duty.

**Section 3.** Sick leave, if available, shall be granted to employees in accordance with applicable regulations when they are incapacitated from performance of their duties by: sickness, injury, pregnancy and confinement, or for medical, dental, or optical examinations or treatment. Sick leave, if available, shall also be granted for exposure to a contagious disease, as determined by certified health authorities, when the presence of the employee at his post of duty would jeopardize the health of coworkers. Requests for sick leave for medical, dental, or optical examination or treatment shall be submitted for approval in advance of the appointment. The request must contain information as to the time, place, and date of appointment.

**Section 4.** In all cases where the employee's absence is for a period of more than three (3) workdays, the period of absence in excess of three (3) workdays must be verified by a presentation of a medical certificate. A medical certificate, to be acceptable, must be signed by a practicing physician, certifying the incapacitation, examination, or treatment, and must be submitted upon return to duty. The employee's signed statement should be acceptable in lieu of the medical certificate when it is unreasonable to require a medical certificate, except when the employee's ability to perform assigned duties is in question, abuse of sick leave is suspected, or the health of other employees may be affected.

**Section 5.** In the event the Employer suspects abuse of sick leave privilege, the employee may be required to supply a certificate from a physician stating the reason for the absence. When such an abuse is suspected, the Employer will notify the employee that a physician's certificate will be required for each future absence. This requirement shall be reviewed at three (3) month intervals to determine whether or not a physician's certificate will continue to be required.

**Section 6.** Employees who are incapacitated from duty because of illness or accident who have exhausted all sick and annual leave balances shall be advanced sick leave not to exceed two hundred forty (240) hours provided there is a reasonable expectation that the employee will return to duty and remain on duty for a period sufficient to liquidate the advance by subsequent accrual.

**Section 7.** When an employee is unable to perform the full range of his duties because of temporary medical incapacity, but is not required to remain home, the Employer will make every reasonable effort to assign work to the employee commensurate with his qualifications and the medical

incapacity. If meaningful limited duties cannot be assigned to the employee, the employee may elect to take either annual leave or LWOP, if sick leave has been exhausted.

**Section 8.** All employees' sick leave requests will be considered as personal, need-to-know information. Official sick leave records will also be maintained in this respect.

## ARTICLE 18

### LEAVE WITHOUT PAY

**Section 1.** Leave Without Pay (LWOP) is a temporary non-pay status and absence from duty that may be granted at the employees request. LWOP shall be administered in accordance with applicable laws and regulations. For coding purposes, Flexible employees will be maintained in a non-duty status.

**Section 2.** Employees have an entitlement to LWOP in the following situations:

- a. The Family Medical Leave Act of 1993 (FMLA) (Public Law 103-3, February 5, 1993), provides employees with an entitlement to a total of up to twelve (12) weeks of unpaid leave (LWOP) during any twelve (12) month period for certain family and medical needs.
- b. The Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103 - 353) provides employees with an entitlement to LWOP when employment with an Employer is interrupted by a period of service in the uniformed service.
- c. Executive Order 5396, of July 17, 1930, provides that disabled veterans are entitled to LWOP for necessary medical treatment.
- d. While receiving worker's compensation payments from the Longshore and Harbor Workers' Compensation Program.
- e. Leave for Spouse and other Dependent NAF Employees upon Transfer of Military/Federal Civilian Sponsor. To assist employees in the transition process, LWOP shall be granted to Regular employees who are transferring with their military or civilian Federal (APF or NAF) sponsor. LWOP may also be granted to other employees who are transferring, and requesting LWOP before their separation. Such LWOP may only be granted to eligible employees whose performance is rated satisfactory or better. Employees must make a written request for the LWOP by submitting an OPM 71 form to his supervisor. They will also be required to sign and date Section E of the NAF Request for Personnel Action (RPA) Checklist listing a termination date effective no later than the first day after completion of the first 180 days of LWOP. Upon written request of the employee extensions may be for an additional 180 days. No additional extensions will be approved.

**Section 3.** Employees in an approved LWOP status will retain all rights and privileges with respect to retirement status and coverage under the NAF Group Insurance Plan and DoD NAF Health Benefits Plan (HBP), to the extent that they are entitled to such benefits. Employees should be aware that LWOP affects their entitlement to or eligibility for certain Federal benefits. (5 U.S.C. § 8332 and 8411; 5 CFR § 890.303(e)).

**Section 4.** When a liberal leave policy is in effect, and leave is granted, any employee may request LWOP for the absence. LWOP may be approved for employees who request leave for the period of time covered by the liberal leave policy.

**Section 5.** Any employees granted leave without pay is required to keep the Employer notified of his current address and/or contact information.

## ARTICLE 19

### FAMILY LEAVE

**Section 1.** Statutory Entitlements under the Family and Medical Leave Act (FMLA) of 1993 and the Federal Employee Family Friendly Leave Act (FFLA) of 1994, are set forth in 5 C.F.R. § 630.1201 - 630.1210 and 5 C.F.R § 630.401- 630.404. A Regular employee becomes entitled to this benefit after having served twelve (12) months of employment.

**Section 2.** A Regular employee may elect to substitute accrued annual leave for sick leave or LWOP.

**Section 3.** Job benefits and protection provided under the FMLA include the following:

- a. For the duration of FMLA leave, the employee may opt to continue his health benefits enrollment while in LWOP status. If the employee opts to continue this enrollment, the Employer shall continue paying the Employer's share of the group health plan. Employees may pay the employee share of the premiums on a current basis or may incur a debt and pay his share upon return to pay and duty status.
- b. Upon return from FMLA leave, the Employer shall restore employee(s) to the positions they held when the leave commenced or to equivalent positions with equivalent status, pay, benefits and other employment terms.
- c. The use of FMLA leave shall not result in the loss of any employment benefits that accrued prior to the start of an employee's leave. The employee may be required to use accrued annual leave over 240 hours.

**Section 4.** The FFLA authorizes Regular full time employees up to one hundred four (104) hours of sick leave per year and Regular part time employees an amount of sick leave equal to the number of hours of sick leave normally accrued during a leave year to do the following:

- a. Provide care for a family member who is incapacitated by a medical or mental condition or attend to a family member receiving medical, dental, or optical examination or treatment; or
- b. Make arrangements necessitated by the death of a family member or attend the funeral of a family member.

**Section 5.** In order for an employee to participate in the voluntary leave transfer program to care for a family member, he must use all available accrued leave including sick leave before applying to participate in the program.

## ARTICLE 20

### BONE MARROW OR ORGAN DONATION

**Section 1.** In accordance with 5 U.S.C. §6327, a Regular employee may use up to fifty-six (56) hours of paid leave every calendar year to serve as a bone marrow donor. A Regular employee also may use up to two hundred forty (240) hours of paid leave each year calendar year to serve as an organ donor. Leave for bone marrow and organ donation is a separate category of leave that is in addition to annual and sick leave. Except in emergency cases, such absences must be requested by the employee in advance of the absence. They must be submitted in writing through the first level supervisor to the Commander, or designee, for approval. The request must state the nature of the donation and the amount of time requested. Any additional absence must be charged to annual, sick leave, or leave without pay, whichever is applicable. Official documentation from the medical center/provider must be submitted along with the request.

**Section 2.** A Flexible employee will be accommodated so that they can serve as a bone-marrow or organ donor. The Flexible employee, upon request, will be removed from the schedule for up to fifty-six (56) hours to serve as a bone marrow donor and up to two hundred forty (240) hours to serve as an organ donor. Except in emergency cases, such absences must be requested by the employee in advance of the absence. They must be submitted in writing through the first level supervisor to the Commander, or designee, for approval. The request must state the nature of the donation and the amount of time requested. Official documentation from the medical center/provider must be submitted along with the request.

## ARTICLE 21

### EXCUSED ABSENCES

**Section 1.** Unit employees are encouraged by the parties to donate blood. In support of this goal, the Employer agrees to excuse employees from duty to donate blood, subject to mission and work exigencies.

**Section 2.** Tardiness - Employees are expected to report for work on time and to be present for the prescribed tour of duty. Reasons for tardiness shall be reported promptly to the appropriate supervisor. Infrequent tardiness of less than 15 minutes should be excused by the supervisor. Frequent instances of tardiness or lengthy periods of tardiness should be charged to annual leave or absence without leave as appropriate.

## ARTICLE 22

### COURT LEAVE

**Section 1.** In accordance with 5 U.S.C. 6322, 5537, and 5515, a scheduled employee is entitled to Court Leave (paid time off without charge to leave for service as a juror or witness). The employee

must be attending judicial proceedings as a juror or witness on behalf of either party if the U.S. Government, the District of Columbia, or a state or local government is a party. An employee who is summoned as a witness in an official capacity on behalf of the Federal Government is on official duty, not Court Leave.

**Section 2.** A copy of the official summons shall be presented to the first level supervisor prior to the beginning of the Court Leave. Documentation from the court, stating the dates the employee was present for jury duty, shall be presented to the first level supervisor upon completion of service.

**Section 3.** An employee is responsible for informing his first level supervisor if he is excused from jury or witness service for one (1) day or more for a substantial part of a day. If an employee is excused from jury duty with sufficient time to enable that employee to return to duty for at least two (2) hours of the scheduled work day (including travel time), the employee shall return to duty unless granted appropriate leave by the Employer.

**Section 4.** An employee who is granted court leave will collect all fees for such service and forward them, excluding transportation, meals or expense allowances, to the Custodial Accountant of the employing NAFI.

**Section 5.** When an employee's witness service is not in connection with a judicial proceeding to which a government entity is a party, and that service is not associated with the employee's official capacity, the employee's absence from duty must be charged to annual leave or LWOP, and the employee may accept fees and expenses incidental thereto.

## ARTICLE 23

### JOB DESCRIPTIONS & CLASSIFICATIONS

**Section 1.** Unit employees, when initially assigned to a position, and thereafter, upon request, will be furnished a copy of their current job duties and responsibilities.

**Section 2.** One copy of the job duties and responsibilities will be placed in the employee's personnel record, and one copy will be given to the employee.

**Section 3.** Should there be any changes in an employee's job duties and responsibilities due to reorganization or transfer to another job, the employee will be furnished with a copy of the new duties and responsibilities.

**Section 4.** Job descriptions/guides shall adequately cover and define the job duties and responsibilities of a given position. The job description/guide does not prescribe every duty the employee will be expected to perform; it merely describes major duties and responsibilities for the purpose of establishing a proper pay grade.

**Section 5.** The words "And All Other Related Duties" as it appears in the job description/guide will be applicable to only those duties that are directly related to the job description guide.

**Section 6.** Grievances concerning the accuracy of job descriptions/guides shall be submitted at Step 1 of the Grievance Procedures.

**Section 7.** Prior to initiating a job grading appeal, an employee should first attempt to resolve the matter informally with his supervisor. Accordingly, when an employee believes that the title, series or grade of his position is incorrect, he has the right to fully discuss the matter with the supervisor and request that the job be reviewed. The Employer will take whatever action determined necessary to attempt to resolve the matter informally and will fully consider any pertinent information which the employee desires to present. The employee will be advised by his supervisor concerning the actions taken to resolve the matter, the Employer's decision concerning the matter, and the basis for the decision reached. A job grading appeal may be filed in accordance with applicable Job Grading Appeal Procedures. The Employer will, upon request, provide an employee with appeal procedures.

## ARTICLE 24

### PROMOTION AND PLACEMENT

**Section 1.** All employees and applicants for employment shall receive fair and equitable treatment for advancement opportunities without regard to race, age, sex, color, religion, national origin, lawful political affiliation, physical handicap, or membership or non-membership in the Union.

**Section 2.** Flexible positions may be announced and open for applications continuously. The announcement will contain at a minimum of the following:

- a. Title, Grade, Wage Range, and Location,
- b. Application instructions,
- c. Equal Employment Opportunity statement, and
- d. Statement that applicants interested in major duties, qualifications, and hours should contact the Human Resource Office.

**Section 3.** Regular positions, except laterals, transfers, voluntary downgrades, and placement resulting from a BBA, will have an announcement prepared and posted on official bulletin boards to alert candidates that a vacancy exists. The posting period will be for a minimum of seven (7) consecutive days. The Employer agrees to furnish the Union one (1) copy of each vacancy announcement at the time of the posting.

**Section 4.** The vacancy announcement for regular positions will contain the following:

- a. Title, Grade, Wage Range, and Location,
- b. Number of Guaranteed work hours,
- c. Major Duties,
- d. Minimum qualification requirements,
- e. Application instructions, and
- f. Equal Employment Opportunity statement.

**Section 5.** In order to properly apply for a vacancy, an applicant must apply at USAJOBS ([www.usajobs.gov](http://www.usajobs.gov)). Bargaining Unit Employees can complete the application on-line or by

contacting HRO to schedule an appointment for assistance in completing the on-line application, as needed, during HRO office hours; the appointment will be scheduled within seven (7) days. In addition to the USAJOBS application, existing employees must also submit AF Form 2550. All applicants will be considered by management for the vacant position.

**Section 6.** Employees shall be promoted on the basis of their merit and fitness for the job. Final selection will be based upon merit and qualifications (factors to be considered include job knowledge, work history/experience, training and education).

**Section 7.** Pre-selection of a promotion candidate, prior to the posting of a vacancy, is prohibited. The Employer agrees that no individual shall be selected or notified of selection until proper procedures have been followed.

**Section 8.** Interviews by selecting officials may be required of any or all qualified candidates.

**Section 9.** Employees who apply and are qualified for a position but not selected for that position will receive notification in writing of non-selection. When proper promotion procedures are used, non-selection is not a basis for a grievance. However, at an employee's request, the appropriate management official will review and discuss steps the employee may take to prepare for future opportunities.

## ARTICLE 25

### DETAILS AND TEMPORARY PROMOTIONS

**Section 1.** A detail is a temporary assignment of an employee to a position other than his permanent position. A detail may be at an equal, higher, or lower grade level than the employee's personal grade, for a specific period of time. Upon the completion of the detail, the employee returns to his permanent position.

**Section 2.** Details will be made for temporary periods to meet the particular needs of the situation requiring the temporary service of an employee. Details will not be used in lieu of other appropriate personnel actions such as recruitment, promotion, or transfer.

**Section 3.** All employees will be fairly considered for details to a higher grade position or a position with known promotion potential.

**Section 4.** Selections of employees for detail assignments will be made on a fair and impartial basis. The Employer shall be responsible in writing for informing the employee of the detail assignment, reasons for the assignment, duties to be performed, estimated duration, and for establishing controls to insure that details are recorded and timely terminated.

**Section 5.** Non-competitive details will normally be made from among qualified employees within the immediate organizational element concerned. This does not limit management's right to consider employees from outside the organization element to obtain a qualified employee for the assignment.



**Section 6.** Cumulative details thirty (30) days or more will be documented in the employee's official personnel folder. When making application for a promotion, an employee may present information relative to detail assignments if he believes such information has a bearing on his qualifications.

**Section 7.** Employees temporarily assigned to perform duties of a higher graded position will be temporarily promoted when the assignment exceeds thirty (30) days.

## ARTICLE 26

### EQUAL EMPLOYMENT OPPORTUNITY

**Section 1.** The Employer agrees it shall not discriminate regarding employment or conditions of employment because of race, color, religion, sex, national origin, age, marital status, lawful political affiliation, or handicapping conditions in accordance with applicable laws and regulations.

**Section 2.** The Employer and the Union agree to cooperate in providing equal opportunity in employment for all persons and in promoting the full realization of equal employment opportunity through continuing programs of affirmative action.

**Section 3.** An employee who believes he has been discriminated against may pursue his dissatisfaction through EEO complaint procedures. An EEO complaint must be initiated with an EEO counselor within forty-five (45) calendar days of the discriminatory act or of the employee becoming aware of a discriminatory act. An employee may have a personal representative of his choice, as provided by regulation, in pursuing an EEO complaint.

**Section 4.** The Union will be authorized a representative on the Equal Employment Opportunity Advisory Committee. The Union representative will serve as a full participating member in all activities and deliberations of the Committee.

**Section 5.** The Union will assist the Employer and the Equal Employment Opportunity Office in affirmative actions designed to meet objectives in equal opportunity. Where problems concerning discrimination arise within the unit, the Union may assist in their resolution. A Representative of the Local and the Human Resource Officer or designee will meet as often as deemed necessary relative to equal employment matters. Requests for such meeting should include the subject matter to be discussed including the issues involved where appropriate.

## ARTICLE 27

### EMPLOYEE ASSISTANCE PROGRAM

**Section 1.** The Employer and the Union recognize the need to assist employees whose job performances are adversely affected by medical, behavioral, and emotional problems. The Union supports the Employer's Employee Counseling Services Program as a means for providing information, education, and other appropriate assistance or referral services for employee problems.

**Section 2.** The Employer and the Union jointly recognize the importance of prevention and rehabilitation aspects of alcohol and drug abuse problems. The Union supports the Alcohol and Drug Abuse Prevention and Control Program as a means to restore NAF employee alcohol and drug abusers to effective duty.

**Section 3.** An employee acknowledging an alcohol or drug abuse problem, which affects job performance or conduct, shall be given the opportunity to avail himself/herself of program resources and reasonable time to obtain assistance/rehabilitation.

**Section 4.** Records created in relation to an employee's alcohol or drug problems will be regarded as confidential. Such official records will be made available on a strict need-to-know basis only.

**Section 5.** An employee may seek assistance and counsel on alcohol or drug problems without jeopardizing job or promotional opportunities.

## **ARTICLE 28**

### **HEALTH INSURANCE AND RETIREMENT**

**Section 1.** All Regular employees are eligible to participate in the health insurance plan.

**Section 2.** The cost for health insurance will be distributed in accordance with the National Defense Authorization Act, which mandates DOD wide uniformity for health care distribution cost. The current distribution set for DOD is:

Employee share - 30 percent  
Employer share - 70 percent

**Section 3.** All Regular civilian employees are eligible to participate in the retirement plan.

## **ARTICLE 29**

### **PERFORMANCE EVALUATION**

**Section 1.** Each employee's performance will be evaluated fairly and objectively and accomplished in accordance with the Employer's published policy. Performance shall be rated in one of the following five categories: (1) Unsatisfactory; (2) Minimally Satisfactory; (3) Satisfactory; (4) Very Good; or (5) Outstanding. Employees will be provided a copy of their performance standards at the beginning of the rating cycle.

**Section 2.** The Employer will discuss with the employee his performance evaluation prior to making it a part of the employee's record.

**Section 3.** Each employee will be provided a copy of his annual performance evaluation.

**Section 4.** The employee has a right to grieve his performance evaluation. Grievances will begin at Step 1 of the Grievance Procedure and will be filed within fifteen (15) calendar days of receiving a performance evaluation.

**Section 5.** The Employer will counsel employees in relation to their overall performance on an as-needed basis and when the employee's performance drops below a satisfactory level.

**Section 6.** When an employee's performance drops to an unsatisfactory level, he will be notified in writing of his unsatisfactory performance, what action must be taken to improve his performance to a satisfactory level, what assistance will be provided by the Employer to assist the employee to improve his performance. The employee will be given a reasonable amount of time, not less than forty-five (45) days, to improve. During this time, the supervisor will meet with the employee at least once a week to discuss the employee's performance. At the end of the notice period, the employee will be reevaluated. If the performance has not sufficiently improved and corrective action is necessary, the Employer will give the employee a written notice of the proposed corrective action. Such action will be given to the employee at least thirty (30) days in advance of effecting the proposed action. Employees will be provided ten (10) working days in which to respond to the proposed action orally and/or in writing. A grievance resulting from a performance-based action will be filed at Step 3 of the Negotiated Grievance Procedure within fifteen (15) calendar days of the effective date of the action.

**Section 7.** The Employer shall pay Craft and Trade employees in the bargaining unit who are at Step 5 a performance bonus, by the end of the third pay period following 31 October, if the employee receives an annual performance rating of satisfactory or better as follows:

Satisfactory	\$100.00
Very Good	\$200.00
Outstanding	\$300.00

## **ARTICLE 30**

### **EMPLOYEE RECOGNITION**

The Employer and Union recognize that employees at all levels make outstanding achievements and significant contributions to the NAF mission. The Employer and Union agree that it is a mutual benefit to recognize employees who make such achievements and contributions. Recognition will be accomplished in accordance with regulatory guidelines.

## ARTICLE 31

### SUGGESTION (IDEA) PROGRAM

**Section 1.** The parties agree to promote participation of employees in the NAF suggestion program.

**Section 2.** Suggestions should be submitted through appropriate supervisory channels to the NAF Awards Coordinator. The Employer will make suggestion forms available in each branch.

**Section 3.** Adoption or rejection of a suggestion will be completed, when possible not later than sixty (60) days after the initiation of the suggestion. The employee will be advised in writing, of the adoption or rejection of the suggestion. Awards for suggestions will be in accordance with applicable regulations.

## ARTICLE 32

### CHARITABLE ACTIVITIES

The parties recognize the importance of employee participation in authorized charitable fund raising campaigns, savings programs, and other charitable and humanitarian activities. It is agreed that such participation shall always be voluntary and that the Employer and the Union shall refrain from exerting pressure upon employees to participate.

## ARTICLE 33

### ON-THE-JOB-INJURY

**Section 1.** The Employer will provide emergency treatment and transportation necessary to secure treatment in incidents of on-the-job injuries. The Employer, upon notice of an on-the-job injury, will ensure that the proper forms are submitted in a timely manner.

**Section 2.** An employee who sustains an injury will normally be taken to the nearest medical facility. When possible, the Employer will honor the employee's request to be taken to a medical facility of the employee's choice.

## ARTICLE 34

### HEALTH AND SAFETY

**Section 1.** The Employer will exert every reasonable effort to provide and maintain safe working conditions and industrial health protection for the employees, using applicable rules, regulations, and

directives. The Union will cooperate to achieve that end and will encourage all employees to work in a safe manner and to use prescribed personnel protective equipment.

**Section 2.** Employees will be required to wear or use protective clothing and/or equipment necessary for the performance of assigned work; such equipment and clothing will be furnished by the Employer. Employees will be responsible for the proper use, safeguarding, and maintaining in a clean and proper condition, any such equipment or clothing issued to them. Failure to wear protective clothing/equipment could result in disciplinary action being taken against the employee.

**Section 3.** In the course of performing their regularly assigned work, employees and Union representatives will be alert to observe unsafe practices, equipment and conditions, as well as environmental conditions in their immediate area which represent industrial health hazards. When apparently unsafe or unhealthy conditions are observed, employees or Union representatives shall report them to the supervisor. If the safety question is not settled, the supervisor shall refer the matter to the appropriate authority for resolution.

**Section 4.** The Union will encourage all employees to report all accidents immediately, as required by existing regulations. The Employer will comply with regulations concerning reporting of accidents and providing medical services to employees. Time spent in medical facilities by employees during working hours for emergency medical treatment as a result of occupational illness or injury shall not be charged leave.

**Section 5.** The Employer will insure that at all times health standards and personal hygiene will be maintained. All personnel will receive physical examinations in accordance with applicable regulations.

**Section 6.** No employee will be required to lift items or operate machinery or equipment which requires physical exertion beyond the limits specified in current applicable directives.

**Section 7.** Non-slip flooring shall be placed in hazardous areas.

**Section 8.** Current child care directives shall be adhered to.

**Section 9.** All personnel of the Child Development Center and School-Age Program will not be permitted to drink coffee, tea, or carbonated beverages, or eat food during children's activities, except for food also served to the children or during Employer-authorized special functions.

## ARTICLE 35

### SPECIAL TOOLS AND UNIFORMS

**Section 1.** The Employer agrees to provide tools, clothing, and equipment it determines necessary in the performance of duties at no cost to employees.

**Section 2.** When the wearing of uniforms/smocks is required, each employee shall be provided a minimum of three (3) uniforms/smocks. Employees who normally work five (5) days per week will

receive a minimum of five (5) uniforms. The uniforms/smocks shall be replaced by the Employer on an as needed basis. Employees shall be provided uniforms with winter accessories as necessary.

**Section 3.** Employees may be required at the discretion of the Employer to turn in all tools, clothing, and equipment prior to out-processing.

**Section 4.** Items issued to employees are subject to personal accountability according to governing regulations.

## ARTICLE 36

### TECHNOLOGICAL DEVELOPMENTS

**Section 1.** The Employer and the Union recognize that technological developments frequently add to the efficiency and productivity of the Employer. The Employer agrees to make reasonable effort to minimize reduction-in-force resulting from the introduction of new equipment or processes.

**Section 2.** Consistent with manpower requirements, it shall be the responsibility of the Employer to determine the extent and types of additional training that may be required due to technological changes, to assure the continuing proficiency of employees in their assigned positions, to determine the number and types of employees to be trained, and to provide the means and facilities to furnish such training.

## ARTICLE 37

### TRANSPORTATION

**Section 1.** The Employer will provide safe and adequate transportation for all employees who are required to use government vehicles. Adequate seating and safety equipment will be provided for employees required to ride in government vehicles. Employees will be required to use seat belts.

**Section 2.** Employees will not be required to use private vehicles to conduct official business of the Employer. However, should an employee choose to use his privately-owned vehicle, in other than an official travel status, he may do so provided the supervisor agrees and such use is at no cost to the fund.

## ARTICLE 38

### TRAINING AND EMPLOYEE DEVELOPMENT

**Section 1.** The Employer and the Union agree that training and development of employees within the unit is a continuing process and is one of the fundamental areas of importance in good personnel management.

**Section 2.** When positions requiring new techniques or abilities are established, the Employer will publicize job training opportunities in these areas and inform employees how to apply for this training. The parties agree to stress to employees the need for self-improvement and training to increase efficiency and output.

**Section 3.** Supervisors will provide necessary on-the-job orientation training to assist a newly assigned employee.

**Section 4.** Each employee shall receive fair and equitable consideration to participate in training consistent with the needs of the Employer.

## ARTICLE 39

### USE OF FACILITIES

The Employer currently provides NAIL shared Union facilities and equipment, which will be accessible to employees covered by this contract. The Employer will continue to provide adequate facilities and equipment to the Union for the purpose of preparing for grievances, hearings and labor/management matters. This is understood to include for the Union officers and stewards to consult with aggrieved employees or for the Union officers to consult with the stewards as required on individual cases.

## ARTICLE 40

### ADVERSE WEATHER AND OTHER ADVERSE CONDITIONS

**Section 1.** The closing of an activity for a brief period, due to adverse weather or other conditions, is within the administrative authority of the Employer. During such conditions of shutdown or reduced operations, the Employer will provide employees tasks consistent with their job within the squadron or excuse employees without charge to leave or loss of pay. It is the intent of the Employer during periods of adverse weather or other conditions to maintain only mission essential personnel.

**Section 2.** Excused Regular employees will be paid for their scheduled workday. Flexible employees who have reported to work and have been excused in accordance with this article will be paid for two (2) hours of work or the actual number of hours worked, whichever is greater.

**Section 3.** When the Employer decides during non-duty hours to operate on a reduced basis or close the activity due to adverse weather or other conditions, the Employer will disseminate the information to local radio and TV stations immediately after the decision is made.

## ARTICLE 41

### BUSINESS BASED ACTIONS

**Section 1.** A Business Based Action (BBA) is defined as a reduction in employment category, a change to lower pay band, a change to lower grade (crafts and trade), a furlough, or a separation action initiated for non-disciplinary reasons.

- a. A BBA is used to adjust resources in response to changes in business revenue, budget, workload, organization, or mission. BBAs may also be used when there is a lack of funding, transfer of function, dissolution of a NAFI, privatization of a function, or closures due to construction or renovations.
- b. BBAs are not used to address an employee's performance or conduct deficiencies.
- c. BBAs affect Employees who are identified after an objective, fair and equitable ranking against other employees in the same employment category, occupational series, grade or payband. Employees on details, temporary reassignments, or temporary promotions compete under their officially assigned position, not the temporary assignment.
- d. Thoughtful and careful BBA planning is important not only to ensure policy compliance but also to help minimize the adverse effect of workforce restructuring. BBAs that result in the reduction of employees' working hours from full time to part time or in a change in employment category from Regular to Flexible could affect employees' eligibility for benefits such as annual and sick leave, insurance coverage, and retirement benefits.

**Section 2.** The following actions are considered BBAs:

- a. **Reduction in Rate of Pay.** Such actions could result from reorganization, realignment of workload, elimination of duties or responsibilities from a position or lack of funds.
- b. **Furlough of a Regular Category, Non-Probationary Employee.** Furlough occurs when an organization must reduce costs as a result of downsizing, lack of funding, diminished work, or change in revenues. This may be due to closure of activities because of renovations, constructions, or a government shutdown due to lack of funding appropriation. Furloughed employees are placed in a non-duty, leave-without-pay status for the furlough period. Furloughs will be implemented fairly and equitably on the basis of consecutive days, 30 calendar days or less, or on an intermittent basis, such as 1 or 2 days a week or in a pay period. An employee may be placed on an extended furlough, which is in excess of 30 calendar days, only when the Employer plans to recall the employee to his position within 1 year. A furlough may not exceed 1 year.
- c. **Change to Lower Grade or Pay Band Level.** This reduction could result from a restructure due to technology implementation, change in position responsibilities, or change in business scope.
- d. **Change from Regular Category to Flexible Employment Category.** A change from the Regular employment category to the Flexible employment category could result from such



business needs as reorganization, realignment of workload, change in workload, or change in revenues.

- e. **Change from a Regular Full-Time Work Schedule to a Regular Part-Time Work Schedule.** This reduction in the number of regularly scheduled hours results in an employee in the Regular employment category being changed from a full-time status to a part-time status. It could result from such business needs as reorganization, change in hours of operation, realignment of workload, or change in revenues.
- f. **Separation.** This results in removal from the rolls of the Employer.

**Section 3.** Before implementing BBAs, the Employer should give consideration to other initiatives, including (but not limited to):

- a. A hiring freeze;
- b. Freezing promotion actions;
- c. Reassignment to vacant positions in the commuting area;
- d. Separating Flexible or Regular category employees during probationary period;
- e. Providing retirement incentives, if approved by Headquarters Air Force Services Agency (HQ AFSVA), to encourage voluntary retirement;
- f. Reducing employees' work hours at their request;
- g. Reducing Flexible category employees' hours; and,
- h. Reducing hours of operation during non-peak periods.

**Section 4. General BBA Procedures.**

- a. The Employer will notify the Union when it is determined that a BBA is necessary. Prior to the issuance of official notices to the employees involved in a BBA, the Employer will notify the Union of anticipated spaces abolished, the approximate date when personnel actions will be initially effected and reasons for the BBA. The Employer agrees to consult with the Union on the BBA and shall fully consider any suggestions made by the Union. The Union agrees not to divulge the contents of the plan until official notices have been issued by the Employer to the employees affected.
- b. In the event of a BBA, existing vacancies considered necessary to be filled by the Employer will be utilized to place in continuing positions qualified employees who otherwise would be separated. The business based actions element consists of all NAF activities in the competitive area (CA).
- c. The Employer will effect BBAs in the particular CA as follows:
  - 1. The CA for a BBA is defined as the local commuting area. The local commuting areas are as follows:
    - A. Seymour Johnson Air Force Base (SJAFB).
    - B. Fort Fisher Air Force Recreation Area (FFAFRA).
  - 2. The Employer will identify the competitive level subject to the BBA. A competitive level shall consist of positions with the same title, occupational series, grade/pay band, employment category (Regular and/or Flexible).
  - 3. The Employer will build a retention list, ranking employees by their BBA retention date, which will be calculated using (1) the employee's Service Computation Date (SCD)

(determined as described in Section 5a), and (2) the employee's weighted performance (determined as described in Section 5b).

4. The Employer will identify employees in the CA who are serving or returning from uniformed service and who must be accorded retention protection in accordance with 5 CFR 353.
5. The Employer will identify those employees in the CA who are away from work receiving workers' compensation benefits.
6. The Employer will ensure performance ratings are current. The most recent rating must be at least 30 days old at the time the official BBA notice is issued.

**Section 5.** The Employer will rank employees and create a retention list by determining each employee's BBA retention date. The BBA retention date will include the employee's Service Computation Date, as well as credit for the employee's weighted performance.

a. **Service Computation Date (SCD).** An employee's SCD will include:

1. All DOD NAF service as a regular category employee in one or more DOD NAFIs.
2. Permanent DOD civil service employment of an employee who moved between a DOD civil service and a DOD NAF position on or after January 1, 1966 without a break-in-service of more than 3 days.
3. DOD NAF service as a flexible category employee, providing the service was over at least 3 continuous years with the Employer.

b. **Weighted Performance.**

1. Employee performance credit is determined by giving three (3) years for each performance score of 24-25; two (2) years for each performance score of 20-23; and one (1) year for each score of 15-19 for each of the last three (3) performance reviews in the employee's personnel file as of the date of issuance of notices. The total is credited to the SCD of the employee. The employer shall establish a cutoff date for determination of retention scores prior to issuance of BBA notices.
2. If there are fewer than three (3) performance evaluations on file for the employee, then only those evaluations' score will be used.
3. If no performance evaluations are on file for the employee, then the NAF-HR assigns a presumptive rating of satisfactory, rating code "3" on each of the Work Behavior Elements on AF Form 3527 after which the total score will be used in the ranking process. The NAF-HR annotates this rating as presumptive, signs the form, and files it in the BBA case file.

c. Once the retention list is created, a BBA is accomplished in inverse group order for each job category. Within each group, the employee reached first will be that employee with the most recent BBA retention date. BBAs shall affect employees by group in the following order:

1. Employees in not-to-exceed (NTE) (temporary) positions.
2. Reemployed annuitants eligible to draw an annuity from any DoD NAF.
3. Flexible category employees who have been on the rolls of the Employer for less than three (3) continuous years. A change in Flexible category employee work schedules is not covered by BBA procedures.
4. Employees with less than satisfactory performance ratings.
5. Regular category employees currently serving an initial probationary period.

6. Flexible category employees who have been on the rolls of the Employer for at least three (3) continuous years. Flexible category employees are not covered by BBA furlough procedures.
7. Regular category employees who have completed a probationary period.

**NOTE:**

NTE/Temporary employees, flexible employees (with less than three (3) continuous years), and reemployed annuitants eligible to draw an unreduced annuity from any DoD NAFI who are in affected job categories must be terminated prior to releasing any other reached employee.

**Section 6. Notice and Time Periods.**

- a. **Content of Notice.** The employee must be advised of the action to be taken, the effective date, salary retention information, if applicable, the competitive job category and the group, service date, where the employee may inspect retention registers and other pertinent records, and the employee's reversion (displacement) rights.
- b. **Period of Advance Notice.** Notices must be issued not less than thirty (30) calendar days and normally, not more than sixty (60) calendar days in advance of the release date. Temporary employees and flexible employees should be given a minimum advance notice of fourteen (14) calendar days before any action is taken. Reemployed annuitants must be given a minimum of thirty (30) calendar days advance notice of termination. The minimum and maximum notice periods begin to run the day after the employee first receives notice of a BBA.
- c. **Employee Status During Notice Period.** The Employer shall keep reached employees in an active pay status during the notice period.
- d. **Rights of Reached Employees.**

1. **Reversion.** Reversion rights apply only to Regular, non-probationary employees. Such an employee may, when reached by a BBA action, revert to his last previously held position within the CA. A previously held position is defined as the position bearing the title, series and grade held by the employee prior to assignment to his released position under BBA. When such a position or positions exist, reversion rights will be granted, provided:

- The position is encumbered;
- The employee's BBA retention date is earlier than that of the incumbent to be displaced;
- The employee is still qualified to perform the duties of the previous position;
- The employee has not refused an offer of employment in a position of equivalent grade and category in the same commuting area; and
- The reached employee informs the Employer (specifically, NAF-HR), in writing, not later than seven (7) calendar days after receipt of a specific notice of BBAs, that he accepts the offered reversion right.

If the employee chooses not to exercise his reversion rights or fails to respond within the time frame previously established, he loses his right to revert to his last previously held job. Employees displaced by reversion rights may revert to the last previously held job under the same conditions as specified for reached employees. Each subsequent regular non-probationary employee may exercise reversion rights as prescribed above. Any reemployed annuitant who is encumbering a position that a qualified reached employee last held may be displaced by that reached employee regardless of service date.

2. Review of Retention List. Any employee on a retention list has the right to review the retention list. He may request that his relative standing on the list be reviewed. If an error was made, corrective action will be taken and the employee notified by a corrected BBA notice. It is agreed that the Union representatives may review the retention list of affected employees, and a copy will be provided upon request.
3. Recall. Any regular non-probationary employee placed in a leave-without-pay status for more than thirty (30) calendar days as a result of a BBA must be recalled if that job is re-established because of the temporary condition causing the BBA has subsided or passed. When there is more than one employee in a job category in a leave-without-pay status, employees will be recalled to positions in that job category in the order of retention standing beginning with the employee who has the highest standing, as determined by his BBA retention date. If an employee is recalled for placement in another job category, the order of recall is determined by the qualifications, availability and retention standing of the employee.

## **Section 7. Placement Assistance.**

- a. **General.** Promoting stability of employment of NAFI employees whose jobs are affected by changing staffing requirements is essential. Priority placement applies to all regular non-probationary employees. The Employer will establish a Priority List (PL) for regular non-probationary employees. and will provide copies to all DoD NAFIs within the local commuting area. In addition, the Employer will make a vigorous outplacement effort to place all affected employees in other government agencies and in the private sector. Private industries in the area, and city, state and federal employment assistance agencies should be contacted.
- b. **Priority List (PL)**
  1. Establishment of Priority Lists. Upon issuance of a BBA notice, the Employer will notify all DoD NAFs within the local commuting area that released personnel may be available. The Employer will also establish a PL for regular non-probationary employees. Only one list need be maintained by the Employer (specifically, NAF-HR). A copy of the PL is to be distributed to each DoD NAFI within the local commuting area and will be updated monthly. The following information will be entered with the employee's name on the PL: grade and job title held from which released; release date and availability date, if earlier than the scheduled release date; retention group; service date; and other positions for which the employee is qualified. The PL should not be confused with group lists for retention. The lists for each group include all eligible employees whether reached by the BBA or not. Retention lists provide a method for determining who will be reached. The PL includes only the names of those regular non-probationary employees who are to be reached by an actual BBA. If an employee is not reached, his name will be removed from the PL.
  2. Retention on the Priority List. An individual will remain on the PL for a period of two (2) years from the release date, until the date of recall, until the date of reemployment, until the employee's written request for removal, whichever comes first. If an employee has not been placed at the end of the two (2) year period, the Employer will take action to remove the employee's name from the PL. The PL will remain in effect until the names of all employees have been deleted or removed as outlined above.
  3. Use of Priority List. BBA procedures do not require the head of any local NAF to fill a vacant position. The decision to fill a vacant position is the responsibility of the Employer. There is, however, a responsibility to promote the employment stability of employees. Therefore, once notified of a BBA the Employer will not fill any vacant position by any

means, except through veteran's restoration rights, without first referring to all PLs. When a vacancy occurs in the competitive level of their former positions within the local commuting area, employees on the list will be offered the position in the order of their retention standing, beginning with the highest standing, if qualified and available.

**Section 8. Severance Pay.** Severance pay will be in accordance with paragraph 18.24 of the *Nonappropriated Fund Personnel Program Management and Administration Procedures Guide*, dated June 2019.

**Section 9.** Grievances resulting from the BBA may be initiated as a formal grievance at Step 3 within fifteen (15) calendar days after the effective date of the BBA action.

## ARTICLE 42

### DISCIPLINARY ACTIONS

**Section 1.** All Disciplinary actions will be taken only for just cause and will be fairly and equitably administered. Disciplinary actions shall be supported by a preponderance of evidence. Disciplinary actions must be taken on a timely basis.

**Section 2.** Disciplinary actions are defined as informal corrective actions, written reprimands, suspensions and separation for cause. Informal discipline is defined as oral admonishments. The Employer will furnish each affected employee a copy of a memorandum for record when issued.

**Section 3.** When a determination is made that a reprimand is necessary, the reprimand will be processed in accordance with the appropriate regulatory guidance.

**Section 4.** If the Employer proposes a separation, the following procedures will apply:

- a. The Employer will provide regular employees a thirty (30) calendar day advance notice and flexible employees a fourteen (14) calendar day advance notice (unless the crime provision is invoked), giving a description of the offense, in sufficient detail, to enable the employee to understand fully the violation, infraction, conduct, or offense for which he is charged. Such specifics as time, place, dates, and events should be included in support of the incident giving rise to the separation action. Notice of proposed separation will be specific enough to enable an employee to answer the notice and to review the material relied on to support the proposed action.
- b. The employee may reply to the notice of proposed separation, both orally and in writing, and furnish affidavits and other documentary evidence in support of his answer within fourteen (14) calendar days for regular employees, seven (7) calendar days for flexible employees (unless the crime provision is invoked) after receipt of the proposed notice. The Employer will give consideration to extending the right to reply period if the employee submits a timely written request stating valid reasons for desiring more time.
- c. A decision will be made within a reasonable period of time. The notice of decision will inform the employee of his grievance rights and the time limits for filing.

**Section 5.** If the Employer proposes a suspension, the following procedures will apply:

- a. The Employer will provide the employee a fourteen (14) calendar day advance notice citing enough specifics (see 4a above) to enable the employee to answer the notice and provide an opportunity to review the material relied on to support the proposed suspension.
- b. The employee may reply to the notice of proposed suspension, both orally and in writing, and furnish affidavits and other documentary evidence in support of his answer within seven (7) calendar days after receipt of the proposed notice. The Employer will give reasonable consideration to extending the right to reply period if the employee submits a timely written request stating valid reasons for desiring more time.
- c. A decision will be made within a reasonable period of time. The notice of decision will inform the employee of his grievance rights and the time limits for filing.

**Section 6.** A grievance resulting from a suspension, demotion as a disciplinary action, or removal will be filed beginning at Step 3, within fifteen (15) calendar days of the effective date of the disciplinary action. A grievance resulting from all other disciplinary actions will be filed beginning at Step 1, with the deciding official of the action, within fifteen (15) calendar days of the effective date of the action.

## **ARTICLE 43**

### **GRIEVANCE PROCEDURES**

**Section 1.** The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances. A grievance is defined as any complaint:

- a. By any employee concerning any matter relating to the employment of the employee;
- b. By the Union concerning any matter relating to the employment of any employee; or
- c. By any employee, the Union, or the Employer concerning:
  1. The effect or interpretation, or a claim of breach of this Agreement; or
  2. Any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment.

**Section 2.** The Negotiated Grievance Procedure is the sole procedure available to employees in the bargaining unit for resolution of covered matters.

**Section 3.** The following matters are specifically excluded from consideration under the Negotiated Grievance Procedure.

- a. Any claimed violation relating to prohibited political activities.
- b. Retirement, life insurance, or health insurance.
- c. A suspension or removal for National Security reasons.
- d. Any examination, certification or appointment.
- e. The classification of any position which does not result in the reduction in grade or pay of an employee.
- f. Non-selection for promotion from a group of properly ranked and certified candidates.
- g. Equal Employment Opportunity Complaints.

h. Termination of any employee during the probationary period.

**Section 4.** Disputes over what is subject to the grievance procedures shall be referred to an arbitrator as a threshold issue in the related grievance. Grievability/arbitrability issues must be raised in writing no later than seven (7) days after arbitration is invoked.

**Section 5.** Nothing in this Article precludes an employee or group of employees from presenting their own grievances and from having them adjusted, without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of the Agreement, and the Union has been given the opportunity to be represented at formal discussions of the grievance and be present at adjustment of the grievance. When a unit member uses these negotiated grievance procedures, he must represent himself or must be represented by a steward or other representative approved by the Union.

**Section 6.** Except as provided for in this agreement, employee grievances will be filed with the employee's immediate supervisor within 15 calendar days after the occurrence of the matter out of which the grievance arose, or within 15 days of the employee's first knowledge of the occurrence.

**Section 7.** To provide for the mutually satisfactory settlement of matters covered by the agreement, the following procedures will be followed:

**Step 1.** Each grievance shall be taken up informally by the aggrieved employee(s), the steward and the appropriate supervisor. The supervisor must answer the grievance within seven (7) calendar days.

**Step 2.** If no satisfactory settlement is reached between the aggrieved employee(s), the steward, and the supervisor, the grievance shall be reduced to writing on an appropriate form provided by the Union stating the exact nature of the grievance, date incident occurred and remedy sought. It shall be submitted within seven (7) calendar days to the next level of supervision. Upon receipt of a second step grievance, the supervisor(s) concerned shall meet with the aggrieved employee(s) and union representative within seven (7) calendar days after receiving the written grievance. A written decision will be rendered within seven (7) days after the meeting.

**Step 3.** If no satisfactory settlement is reached at the second step, the written grievance will be submitted within seven (7) calendar days to the HRO for processing. Upon receipt of a third step grievance, the 4th Force Support Squadron Commander, or their designated representative(s) shall arrange to meet within seven (7) calendar days with the aggrieved employees and the appropriate representative(s) of the Union to discuss the grievance. A written decision will be rendered within seven (7) calendar days after the meeting.

**Section 8.** When several employees have an identical grievance, Management and the Union will call the employees affected together and request them to select one individual case for processing. The Union agrees to encourage the processing of only one grievance in place of numerous identical grievances. The employees will be told that, if they agree, the decision on the case selected will be binding on all other identical cases. If any employee refuses to participate in the agreement, his refusal shall not affect his right to process his grievance individually. This test case procedure is not applicable to any situation where individual differences exist or when evaluation of the individual qualifications of the aggrieved employees would be required to decide the issues.

**Section 9.** All time limits may be extended by mutual agreement of the Union and the Employer. Failure of the Employer to observe the stated or extended time limits for any step in the grievance procedure shall entitle the Union or employee to advance the grievance to the next step. Failure of the Union or employee to observe the stated or extended time limits shall constitute withdrawal of the grievance. The aggrieved (employee or Union) may withdraw the grievance at any time.

**Section 10.** If the Employer or the Union submits a grievance, the grievance must be filed within fifteen (15) days of the incident or within fifteen (15) days from the awareness of a grievance. In the case of an Employer-initiated grievance, the Union President will receive the grievance. In the case of a Union-initiated grievance, the 4th Force Support Squadron Commander or their designee will receive the grievance. Upon receipt of a grievance the 4th Force Support Squadron Commander or designated representative agrees to meet with the appropriate representative of the Union within seven (7) calendar days. A written decision will be rendered within seven (7) calendar days after the meeting.

**Section 11.** Any grievance not resolved under the terms of this Article may be referred to arbitration by either the Union or the Employer in keeping with the provision of Article 44, Arbitration.

## ARTICLE 44

### ARBITRATION

**Section 1.** In the event a grievance processed through the negotiated grievance procedures is not satisfactorily settled, the matter may be submitted to arbitration. Arbitration may only be invoked by the Employer or the Union. Arbitration must be invoked within ten (10) workdays of receipt of a final decision.

**Section 2.** Within five (5) workdays from the date of the request for arbitration, the parties shall separately or jointly request the Federal Mediation and Conciliation Service (FMCS) to provide a list of impartial persons qualified to act as arbitrators. The moving party will be initially responsible for payment of the FMCS fee. Upon issuance of a decision by an arbitrator, the losing party is responsible for the fee. In instances of a split decision or a settlement, the fee will be split between the parties. The parties shall meet within seven (7) workdays after receipt of the list of arbitrators unless a delay is mutually agreed upon. The Union and Employer will each strike one name from the list and shall then repeat the procedure. The remaining name shall be the duly selected arbitrator. A flip of the coin will decide which party strikes first.

**Section 3.** The fee and expense, if any, of the arbitrator shall be borne by the losing party. The Arbitrator shall determine the losing party. If there is a split decision in which neither party can be designated as the losing party, the costs shall be borne equally. The arbitration hearing will be held, if practicable, on the Employer's premises during the regular day shift hours of the basic workweek. All participants in the hearing shall be in a duty status.

**Section 4.** The Arbitrator will be requested by the parties to render a decision as quickly as possible but in any event, no later than thirty (30) calendar days after the conclusion of the hearings unless the parties otherwise agree.



**Section 5.** The parties will, in good faith, attempt to define the issue. If complete agreement cannot be reached on the issue prior to arbitration, the parties will present their respective issues to the Arbitrator at the hearing. The Arbitrator will then determine the issue to be heard.

**Section 6.** Either the Union or the Employer may file exceptions to an Arbitrator's award in accordance with law and regulation. If the arbitrator's decision is appealed and subsequently set aside, the losing party at arbitration that bore the cost of the arbitration shall be reimbursed by the opposing party as appropriate for those expenses.

## **ARTICLE 45**

### **BULLETIN BOARDS AND PUBLICITY**

**Section 1.** The Employer agrees to provide space on bulletin boards at each NAF activity for the Union's use. Space provided will be sufficient to accommodate two (2) 8 1/2" X 14" size documents.

**Section 2.** The Union shall be responsible for the content of all posted and distributed materials and make sure that they do not violate any law or regulation, the security of the Employer's premises, or contain libelous or abusive language.

## **ARTICLE 46**

### **CONTRACTUAL WORK**

**Section 1.** It shall be the policy of the Employer to openly and fully advise the Union regarding any proposed contracting out of new or revised functions.

**Section 2.** The Employer agrees to take all practicable actions to minimize the impact on employees when a function is contracted. Affected employees will be reassigned and/or retained when practicable.

## **ARTICLE 47**

### **WAGES AND WAGE SURVEYS**

**Section 1.** The Employer will implement classification and wage administration practices which comply with DoD, Air Force, and OPM policies or law as applicable, and this Agreement.

**Section 2.** Appropriate information provided to the Employer concerning wage surveys will be provided to the Union. All non-appropriated fund employees, with the exception of Craft and Trade employees, will be paid under the appropriate NAF Pay Band System. The parties recognize that

where positions are covered by Pay Banding, the classification is to the Pay Band, and the Pay Band covers the entire salary range.

**Section 3.** The Employer agrees to release Union representatives, on official time, to participate in official DoD Wage Fixing Authority functions.

**Section 4.** PAY ADJUSTMENT - DoD WAGE FIXING AUTHORITY

- a. The Department of Defense Wage Fixing Authority is responsible for developing and issuing NAF pay schedules.
- b. All Crafts and Trades employees will be given the pay increase reflected on the appropriate pay schedule released by the DoD Wage Fixing Authority for the wage area.
- c. An annual cost of living adjustment will be given each year to the Pay Band employees in the amount of 1% of the base pay or the pay increase reflected on the appropriate pay schedule released by the DoD Wage Fixing Authority, whichever is greater. This increase will be effective in accordance with the effective date prescribed by DoD Wage Fixing Authority but will be effective no later than the first pay period in June.

**Section 5.** Craft and Trade (NA and NL) employees will have their "step increases" granted in compliance with section 5343 (e) (2) of title 5, United States Code and 5 CFR 532.417.

**Section 6.** Pay Band employees who receive a performance rating of at least satisfactory will receive a pay increase of 1% of their basic rate of pay; employees who receive a performance rating of at least very good will receive a pay increase of 1.5% of their basic rate of pay; and employees who receive a performance rating of at least outstanding will receive a pay increase of 2% of their basic rate of pay. In no instance will the increase exceed the maximum pay of the pay band. If the employee has reached the maximum pay of their pay band, in lieu of a pay increase, the employee who receives a performance rating of at least satisfactory will receive a bonus of 1% of their basic rate of pay; employees who receive a performance rating of at least very good will receive a bonus of 1.5% of their basic rate of pay; and employees who receive a performance rating of at least outstanding will receive a bonus of 2% of their basic rate of pay. The above increases and bonuses will be awarded based on the annual performance appraisal. The pay increase will be effective by the second full pay period following thirty-one (31) October.

**Section 7.** Crafts and Trade employees are entitled to a shift differential in addition to their hourly rate.

- a. The shift differential shall amount to 7 1/2 % of the hourly rate for regularly scheduled non-overtime work, the majority of the hours of which occur between 1500 and 2400 hours, and
- b. The shift differential shall amount to 10 % of the hourly rate for regularly scheduled non-overtime work, the majority of the hours of which occur between 2300 and 0800.
- c. A majority of hours for purposes of this section is a number of whole hours greater than one-half of the regularly scheduled (non-overtime) shift, to include meal breaks of one (1) hour or less.

**Section 8.** Craft and Trade employees are entitled to Sunday premium. An employee who performs work during a regularly scheduled tour of duty of eight (8) hours or less, which is not overtime, and the work is performed on Sunday, is entitled to receive his basic pay, plus premium pay at a rate equal to 25 % of the basic rate of pay.

**Section 9.** Pay band employees shall receive Sunday premium pay for Sunday work. The Sunday premium rate is an additional 25 % of the hourly rate for each hour of work (including periods of leave and holidays).

**Section 10.** Pay band employees shall receive night shift differential at the rate of basic pay plus an additional 10 % of that rate for all regular scheduled work between the hours of 1800 and 0600 (including periods of leave and holidays).

**Section 11.** Tipped employees shall receive, in excess of their basic pay, all tips received for services rendered by that individual employee. The offset for tips will be in accordance with the Fair Labor Standards Act.

**Section 12.** Employees who change positions, are promoted, or transfer to positions in other activities will have their pay set in accordance with DoD and Air Force rules and regulations. If NF-1 or NF-2 employees are involuntarily moved, other than for cause, from one NAF activity to another, their pay will be set using the existing rate, and will in no case be decreased.

**Section 13.** Paychecks will be delivered by direct deposit.

## ARTICLE 48

### PAYROLL WITHHOLDING OF UNION DUES

**Section 1.** An employee who is a member in good standing of the Union may voluntarily authorize an allotment from his pay to cover regular dues for such membership provided that all the following requirements are met:

- a. The employee receives an amount of pay, sufficient after deductions, to cover the full amount of the allotment;
- b. The employee has voluntarily completed a request for such allotment of his pay; and
- c. The employee is included in the unit for which exclusive recognition has been granted.

**Section 2.** The Union agrees to provide to its members in good standing the prescribed authorization form, SF 1187, "Request and Authorization for Voluntary Allotment of Compensation For Payment of Employee Organization Dues," and to receive completed forms from members who want to request allotment. The President or Secretary of the Union is designated to receive completed forms, to enter the current amount of regular dues to be deducted for the member each pay period, and to determine whether the member is in good standing in the Union. He will then complete the required request for certification and submit the forms to the servicing Payroll Office through the NAF Human Resources Office (HRO).

**Section 3.** The Employer agrees that an allotment authorization may be submitted to the NAF HRO at any time. Upon receipt the NAF HRO will forward the allotment authorization to the servicing Payroll Office. Allotment(s) will become effective at the beginning of the first pay period after receipt of the form in the servicing Payroll Office.

**Section 4.** The servicing Payroll Office will withhold the amount of regular dues set by the Union from the pay of each employee for whom it has a properly executed current allotment authorization. If the amount of regular dues is changed, the Union will notify the NAF HRO in writing of the change. Only one (1) such change will be made in any period of twelve (12) consecutive months.

**Section 5.** The Employer will terminate an employee's allotment:

- a. At the end of the pay period following notification of loss of exclusive recognition by the Union;
- b. At the end of the pay period, or during which, the employee separates from the Employer or moves to a position not included within the unit of recognition;
- c. At the first complete pay period after written notification is received from the Union that the employee is no longer a member in good standing in the Union; or
- d. Upon receipt of a properly completed SF 1188, "Revocation of Voluntary Authorization for Allotment of Compensation For Payment of Labor Organization Dues," at the beginning of the first pay period one (1) calendar year after the employee's dues have been withheld, or if the allotment is not revoked at the end of the first year it has been in effect, any subsequent revocation will be effective on the first pay period beginning on or after September 1 provided the revocation is received in the NAF HRO prior to September 1. Revocations shall be received only during the month prior to the revocation period. The Union shall be provided a copy of the revocation form by the NAF HRO.

**Section 6.** A supply of SF-1188s will be maintained in the NAF HRO. An employee may request one of these forms personally or in writing from the NAF HRO. These forms will not be stocked except in the NAF HRO. It is the employee's responsibility to see that the form for revocation is received in the NAF HRO.

**Section 7.** Remitting the amounts withheld. Upon disbursement for each pay period, the servicing Payroll Office will certify for payment the net amount withheld from the employees' salaries and forward to the designated NAIL bank account.

**Section 8.** At the end of each pay period, the 4th Force Support Squadron NAF Payroll Office will provide the NAIL National Treasurer a report for the employee members designated by their local number who have current allotment authorizations on file; the amount withheld from each person's pay; and a statement showing the amounts withheld and the net balance remitted. Also identified will be those employees whose pay is not sufficient to cover the full amount of the deductions and whose allotments are being terminated at the beginning of the next pay period. A copy of this listing will also be emailed to NAIL, Local 8. In the event of any delays in providing the listing, the 4th Force Support Squadron NAF Payroll Office will contact the Union President (or his designee).

## **ARTICLE 49**

### **PUBLICATION AND DISTRIBUTION OF AGREEMENT**

The Employer agrees to reproduce and provide a copy of this Agreement for each employee in the bargaining unit. The Union shall be provided fifty (50) copies of the Agreement.

## ARTICLE 50

### MISCELLANEOUS

**Section 1.** The Employer will provide the Union with electronic access to Air Force Civilian Personnel Regulations and Instructions. The website is <https://www.e-publishing.af.mil/>.

**Section 2.** Subject to the provisions of the Privacy Act, the Employer shall safeguard the privacy of its employees by limiting access to personnel records maintained in the course of an individual's employment to persons who have valid and justifiable reasons for access.

**Section 3.** The Employer shall maintain, in accordance with the *Nonappropriated Fund Personnel Program Management and Administration Procedures Guide*, dated June 2019, and this agreement, the employee's AF Form 971, *Supervisor's Record of Employee*. The Employer will give an employee the opportunity to initial entries of a derogatory nature. Initialing denotes awareness and not concurrence. Upon written request by the employee, the Employer shall provide the employee a legible copy of material contained in personnel records.

**Section 4.** Where immunizations are required in an employee's Position Description as a condition of employment, an exemption may be requested for medical and/or administrative reasons. When an employee has medical documentation to indicate that he may be medically exempt from receiving any of the required immunizations, the supervisor, or his designee, will provide information to the employee on how to apply for an exemption and will assist the coordination thereof.

## ARTICLE 51

### DURATION AND CHANGES

**Section 1.** This Agreement shall remain in full force and effect for a period of three (3) years from the date of its approval by the head of the agency or from the 31st day after execution, whichever is sooner. Subject to Statute, this Agreement will automatically be renewed for three (3)-year periods thereafter unless written notice of a desire to renegotiate the Agreement is served by either party between the 105th and 60th day prior to expiration of the contract.

**Section 2.** This Agreement is subject to reopening:

- a. By mutual consent of the parties concerned; or
- b. When new or revised laws or regulations of appropriate authority require changes to provisions of the Agreement.

**Section 3.** When the renegotiation of this Agreement is pending or in process, and the parties are unable to complete such renegotiation by the termination date of the Agreement, the terms and conditions of this Agreement shall continue in effect until a new Agreement is effected.

**SIGNATURE PAGE**

In witness whereof, the parties have entered into this AGREEMENT on the 1<sup>st</sup> Day of Oct 2019.

**For The Employer:**

**For the Union:**



Approved by the Department of Defense on: October 9, 2019