





MEMORANDUM OF AGREEMENT

BETWEEN

COMMANDER, SHEPPARD AIR FORCE BASE, TEXAS

AND

LOCAL 3718

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

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AND

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

LOCAL 3718

PREAMBLE

Pursuant to the policy set forth in Title VII, Civil Service Reform Act, this Agreement is made and between Sheppard Air Force Base, Texas, hereinafter referred to as the Employer, and Local 3718, American Federation of Government Employees, AFL-CIO, hereinafter referred to as the Union.

WITNESSTH:

In consideration of the mutual covenants herein set forth, the parties hereto intending to be bound hereby agree as follows:

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

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

WHEREAS the participation of employees should be improved through the maintenance of constructive and cooperative relationships between labor organizations and management officials; and

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

NOW, THEREFORE, the parties agree hereto as follows.

## ARTICLE 1

### RECOGNITION AND UNIT DETERMINATION

Section A. The Employer hereby recognizes that the Union is the exclusive representative of all employees in the unit (as defined in Section B below). The Union recognizes its responsibility of representing the interests of all such employees without discrimination and without regard to Union membership with respect to grievances, personnel policies, practices, and procedures or other matters affecting their general working conditions, subject to the express limitations set forth elsewhere in this Agreement.

Section B. This Agreement applies to the unit composed of all nonsupervisory regular and temporary employees and intermittent employees who have been employed six (6) months or longer excluding management officials, confidential employees, professionals, employees engaged in personnel work in other than a purely clerical capacity, and guards employed by non-appropriated instrumentalities at Sheppard Air Force Base.

## ARTICLE 2

### PURPOSE

Section A. The Employer and the Union desire to enter into a Labor-Management Agreement, which will have for its purposes, among others, the following: (1) to promote fair and reasonable working conditions; (2) to promote improved programs designed to aid the employees in achieving their acknowledged and recognized objectives (3) to promote the highest degree of morale and responsibility among NAF employees at Sheppard AFB; (4) to adjust promptly all differences arising between them related to matters covered by this Labor Management Agreement; (5) to promote systematic employee-management cooperation between the Employer and its employees; and (6) to provide a safe and healthful work environment.

Section B. "Collective Bargaining" for the purpose of contract negotiation under Title VII, Civil Service Reform Act (CSRA). And the terms of this Agreement is defined as the mutual obligation of the Employer and the Union to meet at reasonable times and confer in good faith with respect to personnel policies and practices and other matters affecting general working conditions.

## ARTICLE 3

### MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section A. In the administration of all matters covered by the Agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities; by published agency policies and regulations in existence at the time the Agreement was approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.

Section B. Management officials of the agency retain the right, in accordance with applicable regulations --

(2) To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

(1) In accordance with applicable laws -

(a) 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:

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

(c) With respect to filling positions, to make selections for appointments from -

1. Among properly ranked and certified candidates for promotion; or

2. Any other appropriate source; and

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

Section C. To the extent that regulations within the discretion of the Employer relating to personnel policies, practices, and procedures are in conflict with this Agreement, the provisions of the Agreement shall govern.

Section D. The above management rights will not limit an employee's right to express dissatisfaction concerning procedures employed by management in the exercise of their rights. It is also understood that the exercise of such management rights shall be subject to appeal and grievance procedures where applicable as prescribed in laws, regulations, policies, and the negotiated grievance procedure provided in this Agreement.

Section E. An emergency will only be declared for good cause. When emergency procedures are invoked, the Union will, be notified as soon as possible on the circumstances causing the emergency and its expected duration. In any emergency the Employer will consider the views of the Union, give due regard to the welfare of the employees, and abide by the terms of this Agreement to the maximum extent possible.

#### ARTICLE 4

#### RIGHTS OF THE EMPLOYEES

Section A. The Employer and the Union agree that each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. The freedom of such employee to assist the Union shall be recognized as extending to participation in the management of and acting for the Union in the capacity of an organization representative, including presentation of its views to officials of the Executive branch, the Congress, or other appropriate authority. The Employer shall take such action, consistent with law or with directives from higher authority, as may be required in order to assure the employees are apprised of the rights described in this article, and that no interference, restraint, coercion, or discrimination is practiced within the Agency to encourage or discourage membership in the Union.

Section B. The terms of this Agreement do not preclude any employee of the Agency from bringing matters of personal concern to the attention of appropriate officials of the Employer in accordance with applicable laws and regulations with or without the presence of a Union representative.

Section C. Nothing in the Agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

#### ARTICLE 5

#### MATTERS APPROPRIATE FOR NEGOTIATION

Section A. The Employer agrees to meet and confer (i.e. negotiate) personnel policies, and practices and matters affecting working conditions of employees in the bargaining unit in accordance with Title VII, CSRA. No obligation exists on the part of the Employer to negotiate on:

- (1) 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.
- (2) Procedures, which management officials of the agency will observe in exercising any management rights authority.
- (3) Appropriate arrangements for employees adversely affected by the exercise of any management rights authority by such management officials.

Section B. If the parties do not mutually agree on the proposed changes submitted by the Employer on personnel policies, practices and matters affecting working conditions not covered by this Agreement, the matter will then be considered for formal negotiations. At least two representatives from both parties will meet and at least one member will have the authority to make a binding agreement concerning the change. Union representatives will be granted official time in accordance with applicable laws and regulations. After a reasonable period of time, if agreement is not reached, management may implement the change so long as it does not exceed the scope of their last proposal. However, negotiations may continue after implementation.

Section C. Where the parties mutually agree to any changes in personnel policies and practices and matters affecting working conditions not covered by this Agreement, a joint document will be executed and a copy provided to the Union.

Section D. All impasses in negotiations will be resolved in accordance with Article 23 of this Agreement.

Section E. It is understood and agreed that any changes on any personnel policies, practices and matters affecting working conditions not covered by this Agreement can only be made by using the procedures outline in this article.

Section F. The Employer will give the Union reasonable notice for their review prior to implementing any proposed changes in personnel policies, practices and matters affecting working conditions not covered by this Agreement. The Union will respond as soon as possible and if after a reasonable period of time the Union does not respond, the Employer may proceed with the implementation provided the Union is notified prior to implementation. If the Union does not concur with the proposed changes, the parties will meet promptly and bargain concerning the matter.

## ARTICLE 6

### UNION REPRESENTATION

Section A. Stewards shall be designated by the officers and chief steward of the Union so that each employee in the Unit will have reasonable access to a steward. The Union shall supply the Employer in writing and maintain with the Employer on a current basis a current complete list of all elected officers, committee members, all other representatives, and all authorized Union stewards.

Section B. The steward may receive complaints and grievances of employees on Government time and property.

Section C. Should it be necessary for a Union steward to leave his work - area, he shall request permission of his supervisor and the supervisor of the section he intends to visit. Unless there are compelling reasons to the contrary, the steward will be released. The steward will report to his supervisor upon return to his work station.

Section D. Reasonable time during work hours will be granted to Union representatives and aggrieved employees for attendance at meetings with management officials. Reasonable time will also be allowed for representatives to meet with employees to discuss grievances and other appropriate matters outlined in Title VII, CSRA.

Section E. Official representatives of AFGE will be permitted to visit Sheppard AFB, subject to safety and security regulations, for the purpose of accomplishing official business.

Section F. An employee may handle his own grievance. However, if he desires representation for a grievance filed under the negotiated Agreement, he must be represented by the Union. The Union has a right to be represented at formal discussions between management and employees or employee representatives concerning individual employee grievances, personnel policies and practices or other matters affecting general working conditions of employees in the Unit. This right to be present does not extend to informal discussions of personal problems between an employee and supervisory officials when the employee does not desire the presence of a Union representative. However, if such discussions involve personnel policies or other matters, which the Employer is, obligated to discuss or negotiate with the Union, such decisions will not be made until this obligation is discharged and will not conflict with existing Agreements with the Union.

Section G. Union representatives and aggrieved employees shall be permitted reasonable time while preparing for grievance appeals and hearings.

Section H. The Union will be furnished a copy of the minutes of the NAF Council Meetings, except those portions prohibited by law, after they are approved by the Commander and at the time they are distributed to the NAFIs.

Section I. Stewards are authorized to perform and discharge the duties and responsibilities which may be properly assigned to them by the Union. Solicitation, of membership dues, etc., and other internal business of the Union shall not be conducted during the duty hours of the employees concerned.

Section J. There shall be no restraint, interference, coercion or discrimination against a Union representative because of the performance of his duties.

## ARTICLE 7

### Labor-Management Cooperation

Section A. The Employer will annually, upon request, furnish the Union a list of the names, position titles, grades, and organizations of all employees under their jurisdiction.

Section B. Once each month the Union will be given a list of names, position titles, grades and organizations of all unit employees added or deleted during the preceding month.

Section C. The Employer and the Union will establish a Joint labor-Management Committee of two (2) members each. Meetings will normally

be held on a monthly basis or as necessary and at a convenient location agreed to by both parties. Agenda items will be submitted by both parties at least three (3) days prior to the meeting. Records of the proceedings will be kept alternately by the parties and the party keeping the records will provide the other with a c o p y .

Section D. The Joint Labor-Management Committee shall have as its purpose and shall give consideration to such matters as: (1) the interpretation and application of this Agreement; (2) the interpretation and application of rules, regulations and policies; (3) the correction of conditions causing grievances and misunderstandings; (4) the encouragement of good human relations in employee-supervisor relationships; (5) the promotion of education and training; (6) the betterment of employee working conditions; and (7) the strengthening of employee morale. However, it is agreed that individual grievances will not be taken up during committee meetings.

Section E. The Union agrees to cooperate with the Employer in truly voluntary charity drives and to lend its support to these worthy causes. In conducting these drives, the parties will be guided by appropriate regulations which provide that no compulsion or reprisals will be tolerated.

Section F. The Employer will inform each new employee of the Union's exclusive recognition during the initial orientation and will be introduced to the Union representative working in the employee's work area. The Employer will provide each regular category employee a copy of the negotiated Agreement and 100 additional copies to the Union for its use.

## ARTICLE 8

### DISCIPLINARY ACTIONS

Section A. The Employer will, prior to taking a written or sworn statement from an employee on matters which may lead to disciplinary action, advise the employee at that time of his right to be represented by the Union. If a representative is requested, no further questioning will take place until the employee's representative is present.

Section B. If at any time an employee is being questioned by a supervisor or management official and he believes that his rights are being threatened, he has a right to request that his Union representative be present. If representation is requested, no further questioning or action will take place until the employee's representative is present.

Section C. When formal disciplinary action is contemplated, the Employer has the responsibility of ascertaining and taking into consideration all pertinent facts prior to taking disciplinary action. The Employer agrees that prior to taking the disciplinary action the appropriate supervisor will:

(1) Informally discuss with the employee and his Union representative (if requested) the basis for any proposed disciplinary action.

(2) Carefully consider the employee's views.

(3) Inform the employee of the reasons which justify the action when a decision to institute a disciplinary action is made.

(4) Inform the employee of his right to Union representation in further proceedings.

Section D. If the employee elects to be represented by the Union, copies of all correspondence addressed to the employee will also be furnished to the Union.

Section E. If an employee is to be served with a warrant or subpoena, it will be done in private without the knowledge of other employees if it is within the control of the Employer.

Section F. Disciplinary action will only be taken for just and sufficient cause and will be in accordance with applicable regulations.

Section G. Once a final decision is made on a grievance under the procedures of this Agreement, the management action is limited to implementation of the final decision.

Section H. All disciplinary actions shall be intended to correct improper behavior, therefore, the punishment must meet the offense. It is recognized that disciplinary actions may include punitive measures; however, correction, not punishment, should be the legitimate goal of such actions.

## ARTICLE 9

### HOURS OF WORK

Section A. The Employer agrees to provide the following:

(1) Assignments to tours of duty of regular category employees shall be scheduled and posted in the work areas at least seven (7) days in advance for periods of not less than four (4) weeks.

(2) The administrative workweek shall be seven (7) consecutive days, Sunday through Saturday. The basic scheduled workweek shall normally be Monday through Friday. The two (2) days outside the basic workweek shall be consecutive except when the mission requirements dictate otherwise.

(3) The working hours in each day in the basic workweek shall be the same unless the mission dictates otherwise or unless requested by the employee.

(4) The basic non overtime workday shall not exceed eight (8) hours.

(5) The occurrence of holidays shall not affect the designation of the basic workweek.

(6) Breaks in working hours of more than one (1) hour shall not be scheduled in any day of the basic workweek except when the mission dictates otherwise or unless requested by the employee.

**Section B.** Unless the mission dictates otherwise, shift work employees shall have their tour of duty arranged to allow each employee two (2) consecutive days off in each administrative workweek. Regular full time employees' days off shall be governed by seniority.

**Section C.** Individual temporary changes in the tours of duty schedule of regular category employees shall be in compliance with applicable laws and regulations and posted in the work area no later than seven (7) days prior to the beginning of the administrative workweek affected except in cases of emergencies. Notice of a change of the normal tour of duty shall contain the following:

(1) New hours of the tour.

(2) Reasons, including the circumstances, for the change.

(3) Signature of the "authorized official".

**Section D.** Individual temporary changes in the tours of duty will be distributed and rotated equitably among qualified employees.

**Section E.** Tours of duty shall not be established or modified solely for the purpose of avoiding the payment of holiday, per diem, or overtime pay.

**Section F.** The Employer will provide a reasonable amount of time, consistent with the nature of the work performed, for employees to clean up prior to the lunch period and at the end of the workday. In the same manner, a reasonable amount of time will be allowed for employees for the storage, clean-up and protection of Government property, equipment and tools prior to the end of the workday.

**Section G.** Unless there are compelling reasons to the contrary, each shift shall be allowed two paid fifteen (15) minute rest periods during the middle of the first and last half of each eight (8) hour shift. When the timing of the rest period consistently deviates, the Union will be notified.

**Section H.** Within a NAFI, when a vacancy is available and upon request, transfers from one fixed shift to another fixed shift and from like job to like job will be given to the employee with the most seniority provided

the employee is capable of performing the work.

Section I. The Employer agrees that unless the mission dictates otherwise no officer or steward will be transferred from one set shift to another, nor will they be detailed from their section to another for other than short periods during their terms of office.

## ARTICLE 10

### OVERTIME

Section A. Overtime assignments will be distributed and rotated equitably among qualified employees within the work area in accordance with their particular skills. Supervisors shall not assign overtime work to employees as a reward or penalty.

Section B. In the assignment of overtime, the Employer agrees to provide the employee with as much advance notice as possible. Any employee designated to work overtime will be notified at least twenty four (24) hours in advance except in cases of emergency. When overtime is to be performed on a holiday, two days advance notice will be given to the employees affected.

Section C. A record of both overtime worked and offered but not accepted will be maintained to assure that each employee receives substantially the same consideration. Upon request such record may be reviewed by the steward.

Section D. Employees in an overtime status shall be allowed a fifteen (15) minute paid break for each four (4) hour period worked.

Section E. Employees either in training or on details shall be considered for overtime upon return to their section, subject to the provisions of Section A of this article.

Section F. Employees called in to work outside of, and unconnected with, their basic scheduled workweek shall be paid a minimum of two (2) hours pay, regardless of whether the employee is required to work the entire two (2) hours. Any employee called in to work on shifts outside his basic workweek be promptly excused upon completion of the job which he was called in to perform.

Section G. Overtime may be compulsory except where such overtime may adversely affect the employee's health or safety.

## ARTICLE 11

### PROMOTIONS

Section A. The Employer will utilize to the maximum extent possible the

skills and talents of its employees. Therefore, consideration will first be given in filling vacant positions to employees within the NAF area.

Section B. The minimum area of consideration will include all Sheppard AFB NAFIs.

(1) Job opportunity announcements for all vacant regular category positions for which recruitment to fill has been initiated will be posted on appropriate bulletin boards for at least five (5) calendar days, excluding Saturday, Sunday, and holidays, prior to the closing date for accepting applications for consideration.

(2) Temporary and intermittent category employees who would like to be considered for promotion or reassignment should file an application with the Civilian Personnel Office at any time and, if they do, will be given priority consideration before outside candidates are referred.

Section C. An employee may apply for promotion consideration in advance of a vacancy occurring or at the time the vacancy actually exists. In situations where an employee can not submit an application because of unforeseen circumstances such as illness or injury, the supervisor will submit the application consistent with the employee's known desires.

Section D. It is agreed that vacant positions will be filled from among qualified applicants. The Union recognizes that the Employer has the right to use other employment methods to fill a position.

Section E. Promotions of Unit employees will be made in accordance with AFR 40-7 promotion procedures and the negotiated Agreement.

Section F. The Union President will be provided a copy of job opportunity announcements.

Section G. Job opportunity announcements will include a summary of duties, and may include qualifications and special knowledge or skills required for the position. Additional information is available in the Civilian Personnel Office for every position.

Section H. Supervisory Appraisals used in the promotion process will be shown to and discussed with the employee. Space is available on the appraisal form for the employee to comment.

Section I. A list of qualified candidates for promotion will be forwarded by the Civilian Personnel Office to the selecting supervisor. Interviews are not required, but if the selecting supervisor interviews one candidate, they must all be interviewed. Upon written request, employees that were not selected will be given the reasons in writing why they were not selected by the selecting official.

Section J. An employee's accumulation of earned annual or sick leave will not be a factor for promotions.

Section K. All applicants for promotion will be notified by the Civilian Personnel Office as to whether they are qualified, not qualified, or ineligible.

Section L. Supervisors will keep employees advised of weaknesses in their job performance and will counsel employees on how to improve their chances for promotion within the jurisdiction of the supervisor.

Section M. When a grievance concerning a promotion is filed and Union representation is elected, the Union President or his designee will be permitted to post audit records used as a basis for promotion unless prohibited by regulation.

Section N. The Employer agrees that any employee in the Unit, for whom a known detail is made which will exceed ninety (90) calendar days, shall receive the rate of pay for the position to which temporarily promoted. Temporary promotions will be made effective immediately when a known detail is made which will exceed ninety (90) calendar days. Selection of employees for temporary promotions will be fair and equitable in relation to employees appropriate for consideration.

Section O. Employees who have been selected for promotion will be released from their old position not later than the pay period following the effective date of the promotion action.

## ARTICLE 12

### CLASSIFICATION

Section A. The Employer subscribes to the principle of equal pay for substantially equal work.

Section B. The Employer agrees to provide each employee with a copy of the job description for the position to which the employee is assigned. The job description shall accurately and realistically reflect the major duties which the employee is expected to perform. The phrase in an employee's job description that refers to other related duties as assigned shall be interpreted to be job related.

Section C. Employees shall be given the opportunity at least once each year to review their job description and discuss it with their supervisor or other appropriate management official. If, after reviewing the job description, an employee believes that something should be added or deleted, a written request may be submitted by the employee to the immediate supervisor who shall concur or non-concur with the request. Should a dispute develop over the accuracy of the job description, management shall investigate and make a determination on the matter. If the employee is dissatisfied with the determination of management, the matter may then be referred to the negotiated grievance procedures.

**Section D.** It is understood that the accuracy of the job description and the official classification of the job are factors in determining the rate of pay. Therefore, complaints of the classification (title, series, and grade) may be referred to the appeal procedure in accordance with AFR 40-7, Chapter 7, and FPM Supplement 532-2.

**Section E.** Job announcements will accurately reflect the actual requirements of the job to be filled.

**Section F.** The Union shall be notified when a classification action is to be taken that has an adverse effect on an employee's pay or grade.

### ARTICLE 13

#### ASSIGNMENT OF WORK

**Section A.** The position description terminology "other relate duties as assigned" refers to duties related to those described in the official position description except on extraordinary business needs.

**Section B.** A detail is an assignment of an employee to perform duties unrelated to that individual's regular position or outside his or her employing NAFI for temporary periods of time. It is agreed that details may be used to meet temporary need of the activities when necessary services cannot be obtained by other desirable or practical means. Details may be made appropriately under circumstances such as, but not limited to, the following:

(1) To meet emergencies occasioned by abnormal workload, change in mission or organization, or unanticipated absences such as sick leave or emergency annual leave;

(2) To meet routine needs of a temporary nature, pending official assignment, pending description and classification of new positions, pending security clearances, and for training purposes.

**Section C.** It is agreed that when an employee in the Unit is detailed to any position in which he has had no previous experience, he shall be given a reasonable break-in period by an experienced employee or supervisor.

**Section D.** It is agreed that no detail will be made to evade the principle or recruitment of additional personnel. The employer assumes the responsibility for keeping details within the shortest practicable time limits and for continuing effort to secure necessary services through use of appropriate personnel actions. In no event will details last more than 90 calendar days each calendar year.

**Section E.** The supervisor will record all details on the Supervisors Record of Employees (AF Form 971). In order that these details become a part of the Official Personnel Folder (OPF), the employee must submit

to the Personnel Office a completed SF 172 to receive credit for this experience and qualify for other positions.

## ARTICLE 14

### PUBLICITY

Section A. Sufficient bulletin board space (24" X 24") will be provided in appropriate work areas for the display of Union literature, correspondence, notices, etc. Approval of literature is not necessary; however, items posted must not violate the security of the Air Force or contain scurrilous or libelous information.

Section B. The Employer will make available to the Union, upon request and consistent with prescribed regulations and procedures and space availability, the media of the Base Newspaper and the NAF Newsletter for the purpose of imparting factual Union information that would not violate the neutrality of the base.

Section C. Copies of this Agreement will be distributed to employees in accordance with Article 7, Section F. Agency regulations and the Government Employees Relations Report will be made available to the Union. A copy of AFR 40-7 and changes thereto will be given the Union as they are received.

Section D. Union literature may be distributed provided it is done during the nonduty hours of all employees involved.

## ARTICLE 15

### EQUAL EMPLOYMENT OPPORTUNITY

Section A. The Employer and the Union agree to cooperate in providing equal opportunity in employment for all persons, to prohibit discrimination because of age, race, color, handicap, religion, sex or national origin and to promote the full realization of equal employment opportunity through a continuing affirmative action plan.

Section B. The Employer and the Union will continue in their efforts to eradicate every form of discrimination from the work place.

Section C. The Employer's Affirmative Action Plan will set out objectives and methods for accomplishing the goals of the EEO Program. Prior to establishment of the Plan, input from the Union, and all other concerned parties will be obtained for consideration by the EEO Office. The Union will be provided a copy of the Plan as soon as it is finalized. In the event the Union disagrees with any part of the Plan the Union may submit a minority report.

Section D. The Equal Employment Opportunity Committee, as well as

other EEO Officials, will participate at the installation and in the community in cooperative action to improve employment opportunities and community conditions that affect employability.

Section E. The Union President or designee from the Unit will serve as a representative on the EEO Committee. The Union may submit names to the EEO Officer for consideration for appointment as EEO Counselor. During the term of any appointment such EEO Counselors will not handle employees' grievances or appeals. Candidates selected shall meet the criteria established by the program and will be trained in accordance with the provisions of applicable regulations. Counselors will serve under the direction of the Chief Equal Employment Counselor.

Section F. The Employer will provide as many EEO Counselors and other officials as may be necessary to carry out the functions of the program. Furthermore, the Employer shall publicize the EEO officials by posting their names, work locations and work telephone numbers, permanently on a centrally located bulletin board.

Section G. The Employer will provide the Union with a copy of the Sheppard AFB EEO Plan of Action and revisions and those copies of EEO reports which are disclosable as provided by appropriate laws and regulations.

Section H. The Employer shall make reasonable accommodations to the religious needs of employees in accordance with appropriate regulations.

Section I. For recognition of the Union's role as exclusive representative, the Employer agrees to the following:

(1) EEO Counselors will be required to inform potential complainants covered by this Agreement of the right to representation, including Union representation, during pre-complaint counseling, and at every stage of the complaint proceeding.

(2) The Union shall have the right to be present at all formal discussions between management and the complainant when the adjustment has an impact on other employees in the Unit.

(3) The Union shall have the right to attend discrimination complaint hearings in accordance with appropriate regulations.

(4) The Union shall be given reasonable notice (minimum of three (3) Working days) of all remedial or corrective actions taken as a result of informal or formal resolutions of EEO complaints that impact on Unit employees. Corrective or remedial action will be consistent with the provisions of this Agreement.

Section J. The Employer and Union shall work towards the resolution of equal employment opportunity problems utilizing the establishment of goals and timetables.

Section K. The Employer will utilize to the fullest extent possible, the present skills of employees including the redesigning of jobs where feasible. The Employer will also provide the maximum feasible opportunity to employees to enhance their skills through on-the-job training, work study programs and other training measures so that they may perform at their highest potential and advance in accordance with their abilities.

Section L. A copy of the EEO case file will be provided the complainant and his representative.

## ARTICLE 16

### LEAVE

Section A. Annual leave is a right of regular employees and not a privilege. Consistent with the needs of the Employer, annual leave which is requested in advance will be approved by the employee's immediate supervisor. It will be the responsibility of the supervisor in consultation with the employee to schedule annual leave so that it will not be forfeited.

Section B. The Employer and the Union agree to follow all applicable leave regulations.

Section C. The Employer will solicit requests for winter v a c a t i o n s during July (for October-March) and all summer vacations during January (for April-September). Any dispute between employees desiring the same time will automatically be resolved by giving the vacation time to the employee with the most seniority.

Section D. Every reasonable attempt consistent with the workload will be made to satisfy the desires of employees with respect to the approving of extended annual leave for special vacations. The Employer agrees, in the absence of compelling reasons to the contrary, to grant vacations of more than two (2) weeks to employees who desire to take special vacations. When requested in advance, an employee will be granted annual leave to observe his/her birthday or to participate in religious holidays.

Section E. Annual leave for emergency purposes will be granted to employees who notify their immediate supervisor as soon as possible after they were scheduled to report for work and offer a reasonable e x c u s e .

Section F. Leave without pay shall be granted to members of the Union to serve with AFGE for up to one (1) year. Extensions will be granted in accordance with applicable regulations.

Section G. The Employer agrees to grant duly elected officers and representatives of the Union administrative excusal in conjunction with attendance at a training session sponsored by the organization, provided the subject matter of such training is of mutual concern to the Government and the employee in his/her capacity as an organization representative

and the Government's interest will be served by the employee's attendance. Administrative excusal for this purpose should cover only such portions of such training sessions that meet the foregoing criteria and will normally not exceed eight (8) hours for any individual within a twelve month period. The exact amount of time will depend on the length, location, and agenda items at the seminar. Approval of maximum leave request will be subject to workload and mission requirements during the period of subject leave. A maximum total of administrative leave will not exceed 160 hours in a twelve month period. A written request for leave must be submitted at least one (1) week in advance by the Union President to the Civilian Personnel Officer and contain full information as to the details, to include the agenda items, related to the training.

Section H. A medical certificate will not be required for approval of sick leave of three (3) days or less unless the employee has been warned in writing about abuse of sick leave. An employee will not receive a written warning unless he has first been verbally warned by his supervisor on at least one occasion. The requirement for the medical certificate will be reviewed every six (6) months to determine if a continuation of this requirement is necessary and may be continued only for cause. An employee's signed statement in lieu of a medical certificate will suffice when an employee is unable to obtain the services of a physician or a visit to the doctor's office is unnecessary, unless he/she has received prior written notice to provide a doctor's certificate.

Section I. Advance sick leave up to thirty (30) days will be granted in the case of a serious illness or injury in accordance with applicable regulations.

Section J. The Employer shall not display individual sick or annual leave records.

Section K. The Employer shall make every effort to provide light details for up to thirty (30) working days for employees unable to perform their full duties of their regular positions when supported by a medical doctor's written recommendation.

Section L. Supervisors shall excuse infrequent tardiness of less than one (1) hour due to circumstances beyond the employee's control. If the decision is made to charge the tardiness to leave and the actual period of absence is less than one (1) hour, the employee shall not be required to work the period covered by the leave charge.

Section M. Employees serving on jury duty shall automatically be assigned to the day shift during the duration of their jury duty unless the employee requests otherwise.

## ARTICLE 17

### HEALTH AND SAFETY

Section A. The Employer will provide a safe and healthful work place for all employees and will comply with applicable laws and regulations relating to the safety and health of its employees. All employees are responsible for prompt reporting of observed unsafe conditions by completing the appropriate form in accordance with Air Force Regulations.

Section B. The Employer will compile and maintain a record of all accidents or reported unsafe conditions in accordance with appropriate Air Fore Regulations.

Section C. The Employer and the Union will cooperate in the continuing effort to eliminate accidents and health hazards. The Employer will insure that the Base Safety Committee will continue to meet on a monthly basis. One Union representative, designated by the Union, will be appointed to that Committee.

Section D. The Union member of the Base Safety Committee shall be afforded time off from regular duty without loss of pay or charge to leave for the purpose of performing duties provided for in this article.

Section E. A copy of the resume of all accident reports will be provided to the Onion President or designee and upon request, the accident file will be made available. Use in both cases is restricted to Air Force affairs.

Section F. The Union may file Health and Safety Complaints with the Base Safety Office or Bio-Environmental Health Office who will investigate the complaint. One Union representative may accompany the investigator in his investigation of the complaint.

Section G. Regular services provided by existing Sheppard AFB health programs will continue. Additional services may be recommended, by the Union in an effort to keep employees on the job and reduce absenteeism.

Section H. Protective devices, when necessary and required, shall be furnished by the Employer and used by the employees.

Section I. An employee or group of employees will not be required to work under conditions which are unsafe or unhealthy beyond those inherent hazards which cannot be eliminated by standard safety practice and procedure.

Section J. No employee shall be allowed to utilize unsafe equipment until such time as unsafe conditions have been removed or remedied. This does not preclude the normal or necessary adjustments by qualified operators to machinery or equipment while in operation.

Section K. The Employer will supply and maintain on a regular basis an adequate number of fire extinguishers in accordance with applicable directives. All employees are responsible for assuring that fire extinguishers are not tampered with and that clothing, lunch boxes or other foreign material are kept away from the fire extinguishers.

Section L. With a lost time accident, the Employer will notify the employee within three (3) days of the job related accident or illness of leave options available under the Compensation Act.

## ARTICLE 18

### TRAINING

Section A. The Employer and the Union agree that the training and development of employees within the Unit is a matter of primary importance to the parties. The parties will work together to seek the maximum training and development of all employees consistent with the Employer's needs.

Section B. Selection for training will be on a fair and equitable basis.

Section C. The Employer will identify areas of skill in which scarcities exist and insure that all employees are informed of these areas. Furthermore the Employer will, to the maximum extent practicable, establish training opportunities in these areas and will inform employees how to apply for training.

Section D. When advance knowledge of the impact of pending changes in function, organization, and mission is available, it shall be the responsibility of the Employer to plan for the retraining of employees involved to the maximum extent possible.

Section E. The Employer will provide employee on-the-job cross training to the maximum extent practicable, employing such techniques as interchanging employees when they share mutual desires and aptitudes to receive training in each of their respective positions.

Section F. In the event of a reduction-in-force, the Employer will assist adversely affected employees in seeking training and employment from the state employment commission.

Section G. Supervisors will at least annually identify those situations in the specific work environment where training can aid in achieving defined objectives and goals of the Employer. Available training programs will be discussed with the employees who would normally be eligible for such training.

Section H. The Employer agrees to give as much advance notice as possible to the Union in regard to the installation of any new equipment, machinery, or process which would result in changes of work assignment or require additional training.

ARTICLE 19

USE OF OFFICIAL FACILITIES

Section A. At the request of the Union the Employer will provide adequate facilities for official meetings of the Union during the non-duty hours of the employees involved.

Section B. On an "if available basis", acceptable office space which can be secured, will be provided on the premises for carrying on official business of the Union.

Section C. Union representatives will have access to Government tele-phones in reasonable privacy when necessary for conducting labor management activities. This section does not authorize the use of the Autovon system or for placing long distance calls at Government expense.

ARTICLE 20

EMPLOYEE DEBTS

Section A. The Employer will not act as a collection agency for debts allegedly due by an Employee to a private individual or firm.

Section B. It is recognized that all employee are expected to pay promptly all just financial obligations. A just obligation is one, which the employee acknowledges as being Just or which has been reduced to Judgment by court means. In the event of a dispute between an employee's private individual or firm the Employer will take reaction until the dispute has been resolved.

ARTICLE 21

GRIEVANCE PROCEDURE

Section A. The purpose of this article is to provide for a mutually acceptable method for the prompt and equitable settlement of grievance.

Section B. When an employee declares he has a grievance under this article he will be afforded the opportunity to have a union representative.

Section C. A grievance is defined to be any dispute or complaint between the Employer and the Union or an employee or employees covered by this agreement: which may pertain to any of the following:

(1) Any matter involving the interpretation, application, or violation of this Agreement

(2) Any matter involving interpretation and application of Agency policies, regulations, and practices affecting working conditions not specifically covered by this Agreement. The right to grieve does not extend to the content of the regulations, but only to its interpretation and application by the Employer.

(3) This negotiated procedure shall be the exclusive procedure available to the parties and the employees in the bargaining unit for resolving such grievances except as outlined in (4) and (5) below.

(4) This procedure shall not apply concerning the following:

(a) Any claimed violation relating to prohibited political activity.

(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.

(5) Except that the employee may choose either this negotiated or an agency procedure concerning the following:

(a) An aggrieved employee alleging discrimination may raise the matter under either the Employer's statutory appeal procedure or this negotiated procedure, but not both. An employee shall have exercised this option when timely action is initiated under the Employer's statutory appeal procedure or a written grievance is filed in accordance with the provisions of this negotiated procedure, whichever event occurs first.

(b) An aggrieved regular category employee affected by (1) adverse action or (2) reduced in grade or removed for unacceptable performance may raise the matter under either the Employer's **appeal** procedure or the negotiated grievance procedure but not both. An employee shall have exercised this option when a timely action is initiated under the Employer's appeal procedures or a written grievance is filed in accordance with the provisions of this negotiated procedure, whichever occurs first.

Section D. The parties agree that any questions related to the givable or arbitrarily of a grievance will be raised prior to the time limits for the written answer in Step 3 of this procedure. Any rejection of a grievance on the grounds that it is not a matter subject to this grievance procedure or arbitration shall be executed at Step 3 of the grievance procedure. Such rejection shall be in writing and the original grievance shall be considered amended to include the question of grievance or arbitrarily as a threshold ~~issue~~ in the related grievance.

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

Section F (Step 1). The concerned employee or Union representative in the presence of the employee will first take up the grievance orally with the supervisor being grieved against in an attempt to settle the matter. Grievances must be presented within fifteen (15) calendar days from the date the employee or the Union became aware of the grievance. The Union representative may be present if the employee so desires. However, if an employee(s) presents a grievance directly to the Employer for adjustment consistent with the terms of this Agreement, the Union shall be given the opportunity to have an observer present on official time.

Section G (Step 2). If the matter is not satisfactorily settled following the initial discussion, the grievant or Union representative may, within five (5) working days, submit the matter in writing to the Division Chief. The grievance must contain the specific nature of the complaint: time, date, place, and the corrective action must be personal to the grievant (s). The Division Chief will meet with the Union representative and the aggrieved employee (s) within two (2) working days after receipt of the grievance. The Division Chief will give the grievant and Union representative his written answer within five (5) working days after the meeting.

Section H (Step 3). If the grievance is not settled by the Division Chief, the grievant or Union representative may, within five (5) working days, forward the grievance to the **Base** Commander for further consideration.

The Base Commander or his designee will review the grievance and give the grievant and Union representative his written answer within ten (10) working days after receipt of the grievance.

Section I (Step 4). If the grievance is not satisfactorily settle by the Base Commander, the Union or the Employer may refer the matter to arbitration. All time limits in this article maybe extended by mutual consent of both parties. Failure of the Employer to observe the time limits shall entitle the Union to advance the grievance to the next step. Failure of the grievant or Union representative to observe time limits shall terminate the grievance.

The Union President may submit section J. Grievances arising over the interpretation or application of this Agreement within fifteen (15) calendar days after the Union becomes aware of the grievance to the Base Commander with a copy to the Labor Relations Officer. The Base Commander or his designee and the Union President or his designee will meet within Five (5) working days after receipt of the grievance to discuss the grievance. The Base Commander or his designee shall give the Union President or his designee his written answer within ten (10) working days after the meeting. If the grievance is not settled by this method, the Union may refer the matter to arbitration unless Section L is invoked. Nothing herein will preclude either party from attempting to settle such grievances at all levels.

Section K. Violations arising over the interpretation or the application of this Agreement may be submitted by the Base Commander within fifteen (15) calendar days after the Base Commander becomes aware of the violation to the Union President. The Union President or his designee and the Base Commander or his designee will meet within five (5) working days after receipt of the notice of violation. The Union President shall give the Base Commander his written answer within ten (10) working days after the meeting. If the violation is not settled by this method, the Employer may refer the matter to arbitration unless Section L is invoked. Nothing herein will preclude either party from attempting to settle such grievances at all levels.

Section L. By mutual consent of the Employer and the Union the services of the Federal Mediation and Conciliation Service (FMCS) may be utilized to attempt to resolve any grievance through mediation. If mediation is agreed upon as a procedure to be used the parties must contact the FMCS no later than five (5) working days after receipt of the written replies specified in the preceding sections. The grieving party will be provided a written statement which will serve as a final decision within ten (10) workdays after completion of the mediation process. If the grievance is not settled by the procedures of this section, either party may refer the matter to arbitration. Nothing herein will preclude the parties from attempting to settle the grievance at any stage of the proceeding.

## **ARTICLE 2.2 ARBITRATION**

**Section A.** If the Employee and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance upon written request by either party within thirty (30) calendar days after issuance of a final written decision shall be submitted to arbitration.

**Section B.** Within five (5) working days from the date of the request for arbitration, the party invoking arbitration shall request the FMCS to provide a list of five (5) impartial persons qualified to act as arbitrators. The parties shall meet within three (3) working days after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of five (5) and will then repeat this procedure. The party striking the first name shall be decided by the flip of a coin. The remaining person shall be the duly selected arbitrator.

**Section C.** If for any reason either party refuses to participate in the selection of an arbitrator, the FMCS will make a direct designation of an arbitrator to hear the case.

**Section D.** The arbitrator's fee and the expenses of arbitration, if any, shall be borne equally by the Employer and the Union. The arbitrator shall conduct a hearing at which the Union and the Employer will be permitted to have representation, present evidence, including examination and cross examination of witnesses, present arguments and otherwise participate in a formal type hearing on the issues in dispute. The hearing will be concluded as expeditiously as possible and will be held during the day. The grievant, Union representative and witnesses will be in a duty status. A person employed by other than the U.S. Government unless otherwise agreed to by both parties shall make a verbatim transcript of the hearing.

**Section E.** If the parties fail to agree on a joint submission of the issue for arbitration, each party shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

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

**Section G.** The arbitrator is expressly prohibited from adding to, deleting, modifying, or changing any of the provisions of this Agreement. The arbitrator's award shall be binding on the parties. However, either party may file exceptions to an award with the Federal Labor Relations Authority (FLRA). Under regulations prescribed by Title VII, CSRA. The filing party shall notify the other and forward any applicable documents.

Section H. Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement.

### ARTICLE 23

#### IMPASSES IN NEGOTIATION

If during contract negotiations, an impasse is declared by either party, either party may refer the matter to FMCS. If mediation efforts through FMCS fail either party may submit the impasse to the FSIP (Federal Service Impasses Panel).

### ARTICLE 24

#### INCENTIVE AWARDS AND SUGGESTION PROGRAM

Section A. The Employer and the Union will encourage eligible employees to present suggestions to promote efficiency, economy, and other improvements in NAFI operations, which could result in incentive awards. Suggestions will be processed in a timely manner.

Section B. No percentage will be used in determining the number of employees to receive awards in the Unit.

Section C. The applicable management official will make Explanation for rejection of all suggestions. The employee will be afforded the opportunity to review his suggestion file if he so desires and may be accompanied by a Union Representative

Section D. Deserving regular category employees will be recognized by using Sustained Superior Performance Awards, Letters of Commendation, Special Awards, and other forms of recognition provided by applicable regulations.

### ARTICLE 25

#### PAY PRACTICES

Section A. Shift differential will be authorized and paid in accordance with applicable regulations.

Section B. Premium pay for Sundays and holidays will be authorized and paid in accordance with applicable regulations.

Section C. Upon request, employees **will receive** advance salary payments in emergencies as provided by appropriate regulations.

## ARTICLE 26

### EMPLOYEE PERSONNEL FILES

Section A. No derogatory material of any nature which might reflect adversely upon an employee's character or career will be placed in his OPF; AF Form 971, Supervisor's Record of Employee; or any other personnel file without his knowledge unless such disclosure is prohibited by statute or regulation. No such document except AF Form 2544, NAF Supervisory Appraisal; AF Form 971; and those the disclosure of which is prohibited by statute or regulation may be used against an employee unless he received a copy at the time the entry was made. With respect to the AF Form 971 entries, the employee will initial all derogatory entries which merely indicates acknowledgement of the entry but not necessarily agreement. The Employer will provide a copy of the AF Forms 971 and 2544 when requested by the employee. Any entry, except those for which a statutory appeals procedure is provided, is subject to the negotiated grievance procedure if the employee believes it is unjustified.

Section B. An employee and his representative or his representative authorized in writing may have access on official time to inspect any document not otherwise excluded from review by appropriate regulations in his OPF *or* any other personnel record pertaining to him. Employees shall obtain the permission of their supervisors for visits to Civilian Personnel. Permission for such visits shall be granted immediately unless there are compelling reasons to the contrary. The Employer agrees to explain the documents and assist the employee in reviewing the documents in his OPF.

Section C. Release of information in the official personnel folder to other than the employee or their authorized representative will be made in accordance with AFR 40-7. Any authorized person (other than the staff of the Civilian Personnel Office) prior to inspecting an employee's OPF. will be required to sign a record indicating his or her name, organization and the current date.

Section D. Any written record in an employee's personnel file of a disciplinary action of a letter of reprimand or less will be destroyed after two years. No record of disciplinary action. Rules to be unfounded, will be placed in an employee's OPF except as required by regulations, nor will it be considered in connection with any other disciplinary action, promotion, etc.

## ARTICLE 27

### PERFORMANCE EVALUATION

Section A. Standards of performance may be established by the supervisor unless established by higher authority. The Employer and Union agree that formulation and knowledge of performance, standards will promote greater understanding and improved performance. Employees may grieve standards of performance if they believe them unreasonable.

Section B. In evaluating the individual, the supervisor has a responsibility to render objective evaluation. Objective performance evaluations will not be influenced by derogatory statements of others not involved in the evaluation process. Evaluations shall be based solely on job performance.

Section C. If the need for counseling arises, a copy of any written report on adverse counseling will be given to the employee involved within twenty four (24) hours upon request. Counseling shall normally be conducted by the employee's immediate supervisor. If conducted by any other management official, the employee shall be advised of the right to Union representation.

Section D. Upon request the supervisor shall reveal to the employee all records and/or evidence which is the basis for the evaluation. Evaluations may be grieved through the negotiated grievance procedure.

Section E. Records of evaluations and ratings will be kept in accordance with existing regulations.

## ARTICLE 28

### REDUCTION IN FORCE AND REEMPLOYMENT

Section A. Prior to general employee notification of a reduction in force (RIF) and at the earliest possible date, the Employer will provide the Union with all details including the reason for the RIF, the number and specific positions affected, and the estimated date the actions will take place.

Section B. In the event of a reduction in force, existing vacancies for which recruitment has been established will be used for placement offers to qualified affected employees to avoid separation from NAF employment. All reductions in force will be carried out in strict compliance with applicable laws and regulations.

Section C. In the event of a reduction in force, the employer will cooperate with the employee, Union, and state employment service in determining the rights to be afforded the separated employee and will inform employees of the method and procedures to follow in applying for these benefits.

Section D. Any regular category employee who is separated because of a reduction in force will be placed on the Priority Placement List in accordance with applicable rules and regulations. Such employees will be given preference for rehiring in temporary and permanent positions as provided in such rules and regulations. It is understood that acceptance of a temporary position will not alter the employee's right to be offered permanent employment.

Section E. Subject to exceptions under appropriate regulations, an employee affected by reduction in force must meet the minimum qualification requirements of any position the Employer may offer the employee.

Section F. An employee adversely affected by a reduction in force has the right, along with his Union representative, to inspect reduction in force records subject to the Privacy Act. He also has the right to designate a Union representative to represent him or assist him in resolving his dissatisfaction.

## ARTICLE 29

### DUES WITHHOLDING

Section A. Employees may authorize a voluntary allotment for the payment of Union dues through payroll deduction as prescribed in the Memorandum of Understanding covering payroll withholding of Union dues.

Section B. If an error is made in the deduction of Union dues as per the employee's signed payroll allotment, the payroll office will, upon notification make retroactive adjustment as soon as possible.

## ARTICLE 30

### DRUG AND ALCOHOL ABUSE

Section A. The parties recognize drug and alcohol abuse as illnesses which are treatable. The concern of both parties is limited to drug and alcohol use which result in job-related problems.

Section B. The Employer will provide administrative procedures for referral of employees to a counselor for problems involving drug and alcohol abuse. The Employer will also provide administrative procedures for referral to community resources outside Sheppard AFB for treatment and treatment follow-up.

Section C. The Employer will follow the drug and alcohol abuse policy and procedure. This policy and procedure will not be used for purposes other than improvement of employee's health and referral for treatment of illnesses causing or contributing to deficiencies in job performance.

It must be emphasized that all referrals must be made on an objective and factual basis and with the consent of the employee. ..

Section D. The program will comply with appropriate Air Force Regulations. At a minimum they include assurances that:

(1)An employee will not have his job security (unless in a sensitive position) or promotion opportunities jeopardized simply by the fact that he has requested counseling or referral for treatment.

(2)Employees having alcoholism or problems related to the abuse of alcohol and other drugs will receive the same careful consideration and offer of assistance that is presently extended to employees having any other illness.

(3)The confidential nature of records of identity, diagnosis, and prognosis and or treatment of any employee will be preserved in accordance with applicable laws and regulations.

Section E. The Employer will insure there is a Drug and Alcohol Abuse Control Committee in accordance with applicable regulations. The committee will coordinate and monitor the activities of individual organizations and staff agencies having responsibilities in drug and alcohol abuse control and will ensure that drug and alcohol abuse control policies and procedures are implemented on the base. The Union may provide direct input to this committee in writing to the Base Commander. The committee will meet at the call of the chairman, but as a rule, not less than once per quarter.

Section F. When a supervisor, through daily job contact, observes that an employee is experiencing difficulties in maintaining his job performance, he will discuss the apparent difficulties with the employee. If the employee is unable to correct his job performance difficulties through his own efforts, the supervisor will refer the employee to a counselor with the consent of the employee. The employee, upon request, may have Union representation.

Section G. The Employer will publicize the Base's drug and alcohol abuse control and rehabilitative program. The Union, in support of the programs, will urge Unit members who admit to, or whom they suspect of having drug and alcohol abuse problems to seek help from the Social Actions Office or other appropriate sources.

Section H. Nothing in this article will prevent an employee from availing himself of the program's services on his own initiative.

## ARTICLE 31 GENERAL

Section A. The Employer will comply with all laws, rules, and regulations that cover NAF employees and apply them on a fair and equitable basis.

Section B. Employees who are requested and use their own private vehicle to perform official business will be reimbursed as provided by applicable regulations the official use of privately owned vehicles will be kept to an absolute minimum.

Section C. A sufficient number of uniforms. When required, will be furnished. Employees not required to wear uniforms will wear appropriate attire.

Section D. The Employer will provide sanitary restrooms as near as possible to the immediate work area.

Section E. Storage space that can be locked will be provided for employees in their respective work areas to store their personal belongings.

Section F. The Employer will provide a suitable eating place as near as possible to the employee's work area. Employees will not be required to remain at the worksite during nonpaid break periods.

Section G. Seniority for the purpose of this contract, will be determined by current uninterrupted service at Sheppard AFB.

## ARTICLE 32

### CONTRACTING BARGAINING UNIT WORK

Section A. The Employer will inform the Union when considering the possibility of "Contracting Bargaining Unit Work" and will keep the Union apprised of the development of the consideration to "Contract". During the time the Employer is considering the "Contracting" project; available feasibility and cost studies, manpower levels and number of positions affected and their grade and description will be provided to the Union.

Section B. The Employer will give as much advance notice as possible before the letting of a "contract of bargaining unit" work

Section C. It is understood by both parties to this Agreement that the Federal Policy is against personnel service contracts which establish an employee/employer relationship. The employee agrees to abide by all appropriate laws, rules, and regulations with respect to any contract activity .

Section D. When the Employer determines that Unit work will be contracted, the Employer will meet and confer concerning appropriate matters and the impact on Bargaining Unit employees.

## ARTICLE 33

### NEPOTISM

Section A. In order to prevent favoritism and collusion appointment, employment, and promotions to a position where a direct supervisory relationship exists involving members of the same family will be strictly governed by applicable regulations.

Section B. Members of the same family will be considered to be rather, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, grandparents, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, half-brother, brother-in-law, half-sister, and stepsister.

## ARTICLE 34

### DURATION OF AGREEMENT

Section A. This Agreement will remain in full force and effect for three (3) years from the date of approval. However, either party may give written notice to the other, not more than ninety (90) nor less than sixty (60) days prior to each annual anniversary date, of its intention to reopen and amend or modify this Agreement.

Section B. Either party may give written notice to the other, not more than ninety (90) nor less than sixty (60) days prior to the three (3) year expiration date, and each subsequent expiration date, for the purpose of renegotiating this Agreement the present Agreement will remain in full force and effect during the renegotiation of said Agreement and until such time as a new Agreement is approved subject to appropriate laws, rulings, and regulations as long as the parties are negotiating.

Section C. If neither party serves notice to renegotiate this Agreement, the Agreement shall be automatically renewed for three year {3} periods, subject to the provisions of this article.

Section D. During the duration of this Agreement, either party may notify the other in writing of its desire to negotiate supplemental agreements. Each party will be limited to one supplemental change conference during each calendar year except by mutual consent of the parties. Supplements will be limited to changes in applicable laws, rulings, and regulations from higher authority which affect bargaining unit employees. Supplements to this Agreement require the same approval as the basic Agreement and terminate at the same time as the basic Agreement.

Section E. When notice is given to supplement or renegotiate the Agreement the moving party will provide the other a copy of the proposed charges thirty (30) days prior to the first formal negotiating session.

Section F. It is understood that this Agreement will terminate at any time it is determined that the Union is no longer entitled to exclusive recognition.