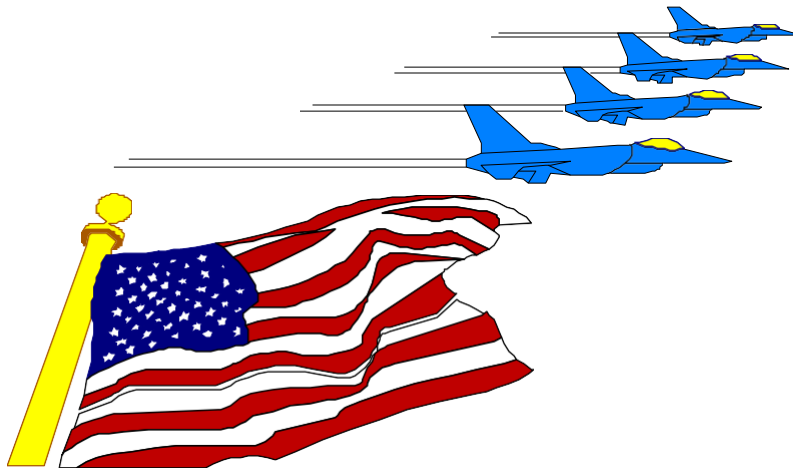


NONAPPROPRIATED FUND

MEMORANDUM OF AGREEMENT UNDER PUBLIC LAW 95-454 BETWEEN SHAW AIR FORCE BASE, SOUTH CAROLINA



AND AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES LOCAL NUMBER 1872



JUNE 2000

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PREAMBLE

This AGREEMENT is made and entered into pursuant to the exclusive recognition granted Local 1872, American Federation of Government Employees, AFL-CIO, hereinafter referred to as the **Union**, and Nonappropriated Fund Instrumentalities (NAFI), Shaw Air Force Base, South Carolina, hereinafter referred to as the **Employer**, in accordance with Title VII-Federal Service Labor-Management Relations of Public Law 95-454-October 13, 1978.

WHEREAS it is in the intent and purpose of the **Parties** hereto to promote and improve the efficient administration of the Federal Service and the well-being of employees within the meaning of Title VII-Federal Service Labor-Management Relations, to establish a basic understanding relative to personnel policy and practices and matters affecting other conditions of employment and to provide means for amicable discussion and adjustment of matters of mutual interest at Shaw Air Force Base, South Carolina.

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

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

WHEREAS the participation of employees should be improved through the maintenance of constructive and cooperative relationship between the **Union** and the **Employer**; and

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

WHEREAS the **Parties** hereto recognize that the common goals of efficient and economical operation of Shaw Air Force Base and the well-being of its employees depend upon their continued joint efforts to eliminate waste, conserve materials and supplies, improve the quality of workmanship, safeguard government property and material, encourage the submission of improvement and cost reduction ideas, and prevent accidents; and

WHEREAS the **Parties** hereto recognize that effective communication between the **Employer** and employees develops respect and creates goodwill, that employees may express their view collectively, and that discussion of mutual problems is of advantage to both the **Employer** and employees.

ARTICLE 1 - PURPOSE

It is the purpose of this Agreement, therefore,

1. to identify the parties to the Agreement and define their respective roles and responsibilities under the Agreement.
2. to state the policies, procedures, and methods that will hereafter govern the working relationships between the **Union** and the **Employer**, and
3. to indicate the nature of the subject matter of proper mutual concern. It is intended this Agreement will meet the following objectives:
 - a. Ensure employee participation in developing NAF Personnel Policies and Procedures.
 - b. Provide for the highest degree of efficiency and responsibility in mission accomplishment.
 - c. Promote employee and management cooperation.
 - d. Facilitate resolution of disputes, grievances and appeals IAW applicable directives.
 - e. Present this agreement in clear and concise language.

ARTICLE 2 - BARGAINING UNIT

Section 1. This Agreement is entered into under the authority granted in applicable Executive Orders, Title VII, Public Law 95-454, Air Force regulations, and letter of Exclusive Recognition dated 29 July 1969, effective 29 July 1969, from the Commander, 20th Support Group, Shaw Air Force Base, South Carolina, to the President of Local 1872, American Federation of Government Employees.

Section 2.

A. The bargaining unit is composed of the following as certified by the Federal Labor Relations Authority (FLRA):

(1) Included: All non-supervisory, non-professional employees of the NAFIs at Shaw Air Force Base, South Carolina.

(2) Excluded: All professional employees, management officials, supervisors, those employed by the Army Air Force Exchange Service and those employed in personnel work in other than a purely clerical capacity.

B. The **Union** accepts the responsibility for and agrees to represent in good faith the interests of all employees in the unit without discrimination and without regard to membership in the **Union**.

C. Subject to the rules and decisions of the FLRA, the provisions of this agreement are binding on any newly established operations under command of the **Employer** and whose personnel fall under the definition of the unit. This does not preclude either party from filing a clarification of unit petition.

ARTICLE 3 - RIGHTS AND OBLIGATIONS

Section 1. Basic Provisions of Agreement

A. In the administration of all matters covered by the Agreement, **Union** and management officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Office of Personnel Management Operating Manual as such policies apply to NAFIS; 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.

B. The **Employer** and the **Union** recognize each has the responsibility to consult, confer, and/or negotiate as appropriate with the other prior to implementation of major changes in personnel practices, policies, or conditions of employment which would affect members of the unit.

C. The **Employer** and the **Union** agree that all provisions of this Agreement shall be applied fairly and equitably to all employees in the unit.

D. These provisions will apply to all supplemental, implementing, subsidiary, or informal agreements between the **Employer** and the **Union**.

Section 2. Management's Rights and Obligations

A. Management officials of the agency retain the right in accordance with applicable laws and regulations:

(1). to determine the mission, budget, organization, number of employees, and internal security practices of the agency;

(2). to hire, assign, direct, lay-off, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

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

(4). with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion; or

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

B. Nothing in this section shall preclude the **Employer** and the **Union** from negotiating:

(1). at the election of the **Employer**, 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 authority under this section; or

(3). appropriate arrangements for employees adversely affected by the exercise of any authority under Section 7106 of Title VII of Public Law 95-454, October 13, 1978, by such management officials.

C. The **Parties** agree to attempt to resolve or complete matters of mutual concern at the lowest possible level.

Section 3. Union Rights and Obligations

A. Under the terms of this Agreement, the **Union** is the exclusive representative of employees in the unit and is entitled to act for and to negotiate collective bargaining agreements covering all employees in the unit. It is responsible for representing the interests of all employees in the unit without discrimination and without regard to **Union** membership. The **Union** shall be given the opportunity to be represented at any formal discussion between management and unit employees or employee representatives concerning grievances or personnel policies and practices and general conditions of employment; or any examination of a unit employee by management in connection with an investigation if the employee reasonably

believes such examination may result in disciplinary action against the employee and he/she requests representation.

B. The **Employer** agrees that it will not attempt to negotiate with individual employees of the unit concerning matters which in accordance with applicable laws and directives are required to be the subject of collective bargaining between the **Employer** and the **Union**.

C. The **Union** has the right and responsibility to present its views to the **Employer** on matters of concern, either orally or in writing, and to consult or negotiate when appropriate. The **Employer** agrees that the **Union's** view shall be given due consideration in the formulation, development, and implementation of such changes and practices or other matters affecting working conditions of the members of the unit, within the jurisdiction of the **Employer**.

D. Upon written request, with 30 days advance notice and no more frequently than once per quarter, the **Employer** will furnish the **Union** a listing or computer print-out of bargaining unit employees. At a minimum, this listing will include the names, position title or series, grade and office symbol of all employees for which the **Union** has exclusive representation rights. The **Employer** will not be held responsible for any errors found in the information provided.

E. The **Union** shall not discriminate against an employee with regard to the terms or conditions of membership because of race, color, religion, sex, age, or national origin.

Section 4. Employee Rights

A. The **Employer** shall take such action consistent with law or regulation as may be required in order to assure that employees are apprised of the rights described in Public Law 95-454, and that no interference, restraint, coercion, or discrimination is practiced within the activity to encourage or discourage employees from forming, joining, and assisting any labor organization. It is agreed that the employees in the unit as defined herein shall have and shall be protected in the exercise of the right freely and without fear of penalty or reprisal to join and assist the **Union** or to refrain from any such activity. The freedom of unit employees to assist the **Union** shall be recognized as extending to participation in the management of the **Union** and acting for the **Union** in the capacity of a representative of the **Union**, including the presentation of its views to official of the Executive Branch, the Congress, and, other appropriate authority, except as expressly prohibited by Public Law 95-454.

B. Nothing in the Agreement shall require an employee to become or remain a member of the **Union** or to pay money to the **Union** except pursuant to a voluntary written authorization by a member for payment of dues through payroll deduction.

C. Each new employee hired to a position in the unit shall be advised by the NAF Human Resources Office at the time of hiring that the **Union** has exclusive recognition, and of his/her right to join or to refrain from joining the **Union** as he/she may desire. Such employee shall also be advised that the names of the **Union** Stewards for the unit are posted on the appropriate bulletin board.

D. It is further agreed that the rights described in paragraph 1 hereof do not extend to participation in the management of an employee organization or to acting as a representative of any such organization by a supervisor, except as provided in Section 7135(a)(2) of Public Law 95-454, or by an employee which the participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of an employee.

E. Each employee of the unit has the right to be represented by the **Union** in appropriate matters without discrimination regardless of whether or not the employee is a member of the **Union**.

F. Employees shall have the right to bring matters to the attention of appropriate officials under applicable law, rule, regulations, or established agency policy; and to choose his/her own representative in a grievance or appellate action except when presenting a grievance subject to the negotiated grievance procedure.

ARTICLE 4 - EMPLOYEE AND UNION REPRESENTATION

Section 1. The primary responsibility of a **Union** official is his/her assigned duty as a government employee. Management agrees to recognize the officers of the **Union** and up to nine (9) stewards to be chosen by the **Union** from unit employees. **Union** stewards will each be allowed a reasonable amount of official duty time for carrying out their responsibilities under this Agreement during duty hours. It is agreed by the **Union** and the **Employer** that the interest of both parties will best be served by developing a climate of mutual respect and good working relationship within the ranks of their respective representatives. Managers or their designated representatives having **Union** stewards assigned to their organizations will meet periodically and at least quarterly with the stewards for the purpose of a mutual exchange of information.

Section 2. The Union will supply the **Employer** a complete and current list of all **Union** officers and stewards, denoting the area that each steward is to cover, and will immediately inform the **Employer** in writing of any change to the list. The **Union** will maintain a current list of **Union** officers and stewards on the appropriate bulletin boards.

Section 3. Authorized **Union** representatives shall be permitted to visit management officials during working hours to meet and discharge the **Union's** obligations and responsibilities under this Agreement. Prior to leaving his/her work area, the **Union** representative shall obtain the permission of his/her supervisor to leave his/her area and shall coordinate his/her visit in advance with the management official to be visited.

Section 4. The **Employer** recognizes the right of the employee to consult with stewards or **Union** officials on questions concerning personnel policies, practices and general working conditions on official time. **Union** officers and stewards will conduct their business with dispatch during working hours and shall not use their **Union** position for unwarranted absences from their work area. Representatives of the **Union**, prior to leaving their work areas to conduct **Union** business, shall first obtain the permission both of their immediate supervisor and of the supervisor of any unit employee being contacted. Supervisors will grant such permission unless a significant interruption of work would result. If immediate release is not possible, the supervisor will explain the reasons for the denial.

Section 5. Employees shall be granted leave without pay, in accordance with applicable directives, not to exceed ten (10) days, to accept a temporary **Union** position or attend **Union** activities, provided arrangements can be made where employee's services can be spared and does not require payment of overtime. Leave without pay in excess of thirty (30) days may be granted when the **Employer** determines that the employee's services can be spared for the longer period. Requests for leave without pay will be submitted as far in advance as possible, but in no case less than two (2) working weeks prior to the date leave is to begin.

Section 6. A unit employee who is an elected official or designated representative of Local 1872 will be granted official time, subject to operational requirements, to attend training sponsored by either Local 1872 or the AFGE National **Union** or other affiliates provided the subject matter of such training is of mutual benefit to the **Union** and the **Employer**.

A. A total of not more than two (2) designated **Union** representatives may be authorized up to, but not more than, thirty-two (32) hours per calendar year of official time for **Union** training sessions or briefings held off base. For on-base training, **Union** officers/stewards will be allowed up to two (2) hours of official time per month. The training schedule shall be published on an annual basis, usually by October of each year. When no adverse mission impact will result, **Union** representatives who work other than day shift may be temporarily assigned to day shift for the purpose of attending requested training.

B. Requests for official time should be submitted to the Labor Relations Officer (LRO) of the Civilian Personnel Office at least fifteen (15) calendar days in advance of any request for training. The request must include the name(s) of the officer(s) stewards(s), date, time, place of

training or orientation session and a written agenda of the training. If an agenda is not available, the request must contain sufficient information so that the LRO may identify portions of the training that will be of mutual benefit to the **Employer** and the **Union**. The approved request will be provided to the **Union** by the immediate supervisor or through the LRO within three (3) workdays of receipt of the request. Official time for this purpose will be limited to those elected officers and designated representatives whose absence will not adversely impact operations.

C. Training that is jointly sponsored will be considered duty time. The Parties agree that official time granted under this article in no way obligates the **Employer** for the cost of travel and/or per diem.

Section 7. Authorized representatives of the American Federation of Government Employees (AFGE) will be allowed to visit the NAF activities at reasonable times on official business, subject to provisions of Public Law 95-454, Title VII, and subject to applicable security regulations and requirements. AFGE representatives will provide the NAF Human Resources Office with as much advance notice as possible of the visit.

ARTICLE 5 - MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATION

Section 1. In this agreement the term "negotiation" is defined as any written dialogue between the **Employer** and the **Union**, the objective of which is reaching mutual agreement regarding the proposed implementation of personnel policies, practices, and matters affecting conditions of employment to the extent that such matters are negotiable.

Section 2. In this agreement, the term "consultation" is defined as any dialogue, either oral or written, between the **Employer** and the **Union**, the purpose of which is to provide the **Union** an opportunity to express its views and offer recommendations. Consultation results in management decision. Unlike negotiation, consultation does not require a mutual agreement between the employer and the union.

Section 3. In the spirit of mutual cooperation, this agreement encourages the exchange of ideas between the **Employer** and the **Union** on matters of interest to unit employees.

Section 4. The requirement to meet and confer and/or negotiate in good faith includes the obligation:

A. to approach the negotiations with a sincere resolve to reach a collective bargaining agreement.

B. to be represented at negotiations by duly authorized representatives prepared to discuss and negotiate on any condition of employment;

C. to meet at reasonable times and convenient places as frequently as may be necessary and to avoid unnecessary delays;

D. to furnish to the exclusive representative upon request and to the extent not prohibited by law, data:

(1) that is normally maintained by the agency on the regular course of business;

(2) which is reasonably available and necessary for full and proper discussion and understanding, and negotiation of subjects within the scope of collective bargaining; and

(3) if agreement is reached, to execute on the request of any party to the negotiation, a written document embodying the agreed terms, and to take such steps as are necessary to implement such agreement.

Section 5. Either party having a requirement to consult/confer or negotiate with the other shall give advance notice to the other party. Such notice shall include a statement of the subject matter to be discussed and the problem, if any, which generated the cause for discussion. When contact is required by the **Union** President with management officials, the point of contact is the Labor Management Relations Officer (LRO of the Civilian Personnel Flight). When contact is required by the **Employer** with the **Union**, the point of contact is the **Union** President or designated representative.

Section 6. PAST PRACTICES. Any prior practices and understandings in effect on the implementation date of this agreement and not specifically covered by the agreement will remain in effect unless changed in accordance with this article.

Section 7. PROPOSAL ON CHANGES TO WORKING CONDITIONS. When the **Employer** proposes a change in a matter covered by this article, the **Employer** will inform the **Union** in writing of the purpose and rationale of the proposed change and will provide the **Union** the opportunity to submit written proposals which will be negotiated. Management agrees not to implement the proposed change until negotiations have been completed. If the **Union** does not present its request to negotiate within five (5) work days after receipt of the proposed change, the **Employer** may implement. If the **Union** requests negotiation, the parties will meet to negotiate within five (5) work days or at a mutually acceptable time.

Section 8. IMPASSE. An impasse occurs after both parties consider the proposals and counterproposals of the other party and, despite diligent efforts, no agreement can be reached. This procedure will be used when impasse is reached over any negotiable issue.

A. When impasse is reached, the item is set aside. After agreement is reached on all other negotiable items, the parties try a final time to resolve any impasse items. If an impasse still exists, either party may request assistance from the Federal Mediation and Conciliation Service (FMCS).

B. If FMCS assistance does not resolve the impasse:

(1) either party may refer the matter to the Federal Services Impasse Panel (FSIP),
or

(2) the parties may agree to adopt a procedure for binding arbitration of the impasse, but only if the procedure is approved by the panel.

ARTICLE 6 - FACILITIES AND SERVICES

Section 1. Government facilities at Shaw Air Force Base will be made available to the **Union** whenever practicable for monthly membership meetings outside regular duty hours. When other space is desired by the **Union** for a particular event, the **Union** shall submit a written request for the space to the **Employer**. Such request will be granted subject to applicable laws, regulations, the availability of space, and mission requirement. The **Union** agrees to be responsible for normal housekeeping and security requirement.

Section 2. The **Employer** agrees to provide a designated and reserved space for the use of the **Union**, on official bulletin boards, where ten (10) or more unit employees are assigned. The **Union** will be responsible for keeping their designated space current and orderly. Materials to be posted are subject to the approval of the **Employer**. Such material will be submitted by the **Union** in sufficient time to permit the appropriate review. Notices pertaining solely to the following **Union** matters may, nevertheless, be posted without prior approval: (1) meetings; (2) recreation and social affairs; (3) appointment of office; (4) proposed elections and results of elections; and (5) **Union** promotional literature and newspaper articles. The **Employer** reserves the right to remove any material which violates this section.

Section 3. When connection to the Shaw AFB intranet is not available, the **Employer** agrees to furnish to the **Union** one copy of all existing nonappropriated fund personnel program management and administration procedures and changes thereto used in the personnel management of employees assigned to NAF activities and copies of all general bulletins and newsletters issued to employees.

Section 4. Stewards may visit NAF activities that are within their assigned areas for the purpose of obtaining from the supervisor, upon request, the names of employees separated or appointed the previous month.

Section 5. To the extent that space is available, the **Employer** will provide a space for lunch for those employees whose lunch periods are outside the regular duty hours, and to maintain sanitary washroom facilities as near work sites as economically possible. To the extent that space and funds are available, the **Employer** will provide locker facilities for employees whose duty assignment involves use of other than street clothes.

Section 6. The **Employer** agrees to allow **Union** officers and stewards the use of **Employer** telephones in the performance of their functions authorized to be accomplished on official duty time in this Agreement or in appropriate laws or regulations. Supervisors will permit the **Union** officers and stewards reasonable privacy while using **Employer** telephones for this purpose. Nothing in this provision shall authorize the use of **Employer** telephones when such use will involve a toll charge to the **Employer** or an unauthorized use of the Defense Switched Network system.

ARTICLE 7 - DUES WITHHOLDING

Section 1. Standard Form 1187, the Request For Payroll Deduction For Labor Organization Dues, is the only form used to initiate dues withholding. The **Union** is responsible for educating bargaining unit members on the voluntary nature of the dues allotment program. The employee will receive a copy of the signed form.

Section 2. The **Employer** deducts **Union** dues from the pay of all eligible employees who voluntarily authorize deductions. Deductions are made each payroll period when the following conditions have been met:

- A. the employee's earnings are sufficient to cover the amount of the allotment;
- B. the employee initiates a SF 1187 supplied by the **Union**;
- C. the **Union** completes and signs Section A of the SF 1187; **and**
- D. the **Union** submits the SF 1187 to the NAF HRO.

Section 3. Dues deductions begin the first pay period after the NAF Payroll Office receives the SF 1187. Employees are limited to one allotment from their pay for labor organization dues.

Section 4. The NAF Payroll Office will forward a copy of each dues allotment termination request to the HRO who will in turn forward a copy to the **Union** within five (5) workdays of receipt.

A. Employees may voluntarily terminate their allotment by submitting Standard Form 1188, Cancellation of Payroll Deduction For Labor Organization Dues, to the NAF Payroll Office. The allotment will terminate:

(1) the **first** complete pay period after dues withholding has been in effect for at least one year; and

(2) the request is received by the NAF Payroll during the pay period in which it is to be effective.

B. An employee's allotment for **Union** dues will be automatically terminated as of the next complete pay period in which the NAF Payroll Office is notified of any of the following:

(1) when the employee has been expelled or has ceased to be a member in good standing of the **Union**. Notice of this action is promptly forwarded in writing to the NAF Payroll Office by the **Union**.

(2) loss of exclusive recognition by the **Union**; or

(3) separation, transfer, or other personnel action (except temporary promotion or detail of an employee to other position within the bargaining unit). Note: An employee who is temporarily promoted or detailed to a position outside the bargaining unit will have dues deductions automatically resumed upon return to the bargaining unit as if there was no interruption.

Section 5. The amount of **Union** dues will remain as originally authorized on the SF 1187 until the **Union** certifies a change in the amount and the certification is transmitted to the **Employer**. Dues changes begin the first pay period after the employer receives notification. Only one such change will be made in any period of 12 consecutive months.

Section 6. A remittance check or electronic transfer will be prepared by the NAFAO at the close of each pay period for which deductions are made. The check or electronic transfer will be for the total amount allocated for dues for the pay period. The **Employer** forwards to the **Union** a biweekly notice of the total amount of **Union** dues withheld for the preceding pay period. This notice contains the following:

A. identification of the office or installation,

B. identification of the **Union**,

C. names of members and the amount deducted

D. names of members for whom deductions previously authorized were not made, with coding/annotations to indicate the reasons for nondeduction, and

E. total number of members for whom dues are withheld.

Section 7. If payment errors can be detected before the money is paid to the **Union**, the **Employer** will make a refund. If the **Union** receives an erroneous payment, the **Union** will make the refund.

ARTICLE 8 - POSITION DESCRIPTION

Section 1. Position Description (PD), Position Guide (PG), or Standardized PD/PG

A. The duties and responsibilities of a NAF position will be described on a position description (PD, and or position guide (PG). The PD/PG, does not list every duty that an employee may be assigned, but rather major duties and responsibilities, performed on a regular basis, that reflect those duties and skills that are controlling of the position's series and grade. PDs and/or PGs will also include qualifications and performance standards.

B. Each employee in the unit will be furnished a copy of his/her position description and/or guide by the **Employer** upon employment. Employees and the **Union** will be notified prior to any change adversely impacting the employee's position.

C. An employee who believes his position description is inaccurate or that a standardized PD/PG has been improperly applied, may meet and discuss this matter with their supervisor for clarification. If the supervisor agrees that the PD/PG requires revision, the supervisor will initiate corrective action through the HRO. When differences concerning the accuracy of a PD/PG cannot be resolved, the employee may grieve under the negotiated grievance procedure. Employees who have significant changes in primary duty assignments that are not reflected in their PD/PG may request a site audit. This request must be in writing and describe the significant changes.

D. When the term "performs other duties as assigned" or its equivalent is used in a position guide or position description, the term is mutually understood to mean "tasks that are related to the position and are of an incidental nature". It is also understood that this language does not prevent the **Employer** from assigning unrelated work to an employee of a temporary nature. Such term will not be used to assign duties outside an employee's classification on a recurring basis.

Section 2. Classification Appeal

A. It is agreed that an employee will be notified in writing when an appropriate determination has been made to downgrade or upgrade the employee's position as a result of classification action. The notification will include available appeal procedures. Grades of jobs will not be downgraded except through proper application of classification standards to officially approved job descriptions or position guides.

B. If employees are dissatisfied with their series, grade, or title, they may pursue a classification appeal through the appropriate appeal procedures.

ARTICLE 9- PROBATIONARY PERIODS

Probationary periods test the employee's ability, suitability, and fitness for the job, as shown by actual job performance. All regular and flexible employees must serve a probationary period IAW AFMAN 34-310. An employee may be separated during probation if he or she fails to demonstrate that he or she possesses the skills or character traits necessary for satisfactory performance in the position.

A. The length of probationary period is:

- (1). Six (6) months for Pay band NF-I - NF-II employees
- (2). Twelve (12) months for Pay band NF-III - NF-VI employees
- (3). Twelve (12) months for CC employees
- (4). Six (6) months for Crafts and Trades (NA, NL, & NS) employees

B. Creditable time for probationary period

(1). Time served by a person who has completed a probationary period and who is appointed either in the same or similar position within six (6) months after separation without cause, or as the result of a transfer of function.

(2). Employees who have completed a probationary period, who transfer in from another AF NAF position at another installation, without a break in service of a single workday, and when the work performed is in the same line of work, will not serve another probationary period.

(3). Employees who have not completed a probationary period, but who are transferring in without a break in service of a single workday will receive credit for all prior continuing AF NAF service toward the probationary period.

ARTICLE 10 - TRAINING AND EMPLOYEE DEVELOPMENT

Section 1. The **Employer** will provide employees with training and development opportunities necessary to do their work effectively, attain approved career objectives, and accomplish its mission. Such opportunities will be based on the interest of Shaw Air Force Base and the public, not solely in the interest of the employees.

Section 2. Formal training for temporary employees will normally be confined to training in areas directly related to the position held by the temporary employee, and they will not receive formal training for the purpose of adversely impacting a regular employee.

Section 3. All training opportunities will be offered without regard to race, creed, religion, color, sex, age, national origin, or physical or mental handicap.

Section 4. In the event the **Employer** experiences difficulty in filling any critical, skilled position, the **Employer** agrees to notify all employees of the vacancy as well as the employees' opportunities to obtain training for said critical, skilled position.

Section 5. Prior to placement actions, the **Employer** agrees to make reasonable efforts to consider the current employees at their request, when training is determined to be necessary for new jobs and skills. If an employee is to be selected for training which will lead to promotion, the **Employer** shall make the selection under competitive procedures.

Section 6. Job training required on the installation by the **Employer**, as distinguished from training for which the employee voluntarily applies or to which the employee has agreed as a condition of his/her employment, shall be accomplished on the **Employer's** time, if the training is available during normal work hours. The **Union** agrees to encourage employees to participate in self-development activities in order to better qualify themselves in their work or profession, or contribute to their general overall growth and enlightenment as individuals.

Section 7. Employees who are not selected for job-related training because the training would not improve or change their knowledge, skill, or experience in the classification series or job family group to which assigned, will nevertheless be considered for promotion to higher level vacancies in their assigned classification series provided they meet qualification requirements and apply properly.

Section 8. The **Employer** shall make every reasonable effort to provide assistance, recognition, and opportunity for training of employees in the unit when the need for training is related to the individual's official assigned duties. Training, determined by the **Employer** to be needed in connection with official assigned duties, will be accomplished at the **Employer's** expense.

Section 9. The **Employer** will make reasonable efforts to arrange a suitable schedule, within operational needs, for the period of time required by the training for employees in the unit wishing to pursue further self-development activities in job-related subjects.

Section 10. Subject to the needs of the service, the **Employer** may approve annual leave or LWOP as requested by the employee for education and training purposes if the education to be acquired will be of value to the **Employer**.

Section 11. Except in instances of late receipt of training quotas by the **Employer** or substitutions because of unforeseen circumstances, sufficient (at least two weeks) advance notice of off-base schooling attendance will be given those employees attending in order that they may arrange their schedule, personal as well as job, accordingly.

Section 12. When an employee has been physically or mentally disqualified for his/her former position and, for that reason, is placed in a new position for which the employee is qualified, the **Employer** will review the employee's abilities and skills, and will provide any training or indoctrination if determined necessary in an effort to help the employee adjust to the new career field.

ARTICLE 11 - PERFORMANCE EVALUATIONS

Section 1. The rating period for NAF employees is 1 October through 30 September of each year. Official employee ratings will become available for use in performance decisions within 60 days of the end of the rating period.

Section 2. Employees are encouraged to review their performance standards and make suggestions when discrepancies exist between the standards and actual work performed. Employees will not be evaluated on changes made to performance standards when there are less than 90 days left in the rating period.

Section 3. Normally, the immediate supervisor or designee is the rating official and the next level supervisor, or designee, is the reviewing official. When the rating official changes or departs during the rating period and has supervised the employee for 90 days, or more, a close-out appraisal and discussion will be accomplished. This evaluation serves as information for the new supervisor. If the rating official has supervised the employee for less than 90 days, all documentation concerning the employee's performance is transferred to the new supervisor.

Section 4. The supervisor (rating official) will meet with the employee near the mid-point of the rating period to discuss performance, review the plan for currency, and inform the employee of progress or possible discrepancies. This meeting will be documented in the Supervisor's Employee Work Folder. The employee may make written comments in the response to any performance review.

Section 5. Supervisors will inform employees when their performance is not meeting required standards. The supervisor will explain how the employee's performance is deficient with recommendations on how the employee can improve, including but not limited to, additional instruction, training, and increased supervision. A Performance Improvement Plan (PIP) will be prepared by the supervisor, reviewed by the next level supervisor, and coordinated through the HRO before issuing to the employee.

Section 6. The rating official rates the employee then forwards the signed form to the reviewing official who finalizes and signs the form. The rating official then meets with the employee to discuss the rating. The employee is given a copy of the rating. Employees who object to the rating assigned can grieve under the negotiated grievance procedures.

ARTICLE 12 - INCENTIVE AWARDS

Section 1. The goal of the NAF Incentive Awards Program is to recognize employees for outstanding performance, improve morale, and increase productivity. Public recognition for award recipients for their special contributions, community involvement, suggestions, etc. is the most effective way to achieve this goal.

Section 2. There are many awards available for employee recognition. These include monetary, honorary, functional area, civic, special purpose, and heroic deed awards. Supervisors are strongly encouraged to recognize their employees by fully participating in this program. Employees are encouraged to participate by providing input on possible nominees to their immediate supervisors. When requesting time suspended award nominations, the employer will publicize information.

Section 3. To ensure maximum recognition, the employer will publish a list of all incentive awards and recipients in the civilian newsletter, or its equivalent, on a quarterly basis.

Section 4. The Employer will utilize a baseline productivity level using the Morale Welfare Recreation Fund (MWRF) goal established by Air Combat Command (ACC) to determine the funds available for Group Performance Awards (GPAs). The baseline productivity level is expressed in terms of a percentage of the Net Income Adjusted for Depreciation (NIAD) calculated during the fiscal year (the period 1 October through 30 September). To trigger the award process:

A. All MWRF performance metrics must meet ACC goals as of 30 Sep of the current year.

B. When the GPA process is triggered, the funds available are determined as follows:

- | | |
|---|--------------------------------|
| (1) MWRF NIAD = Less than ACC goal | No Award |
| (2) MWRF NIAD = ACC goal | 1 % of Annual Payroll Expense |
| (3) MWRF NIAD = ACC goal +33% of the established ACC goal | 1.5% of Annual Payroll Expense |

C. Lodging Fund (LF) performance metric must meet ACC goal as of 30 Sep of the current year.

- | | |
|--|--------------------------------|
| (1) LF NIAD = Less than ACC goal..... | No Award |
| (2) LF NIAD = ACC goal..... | 1 % of Annual Payroll Expense |
| (3) LF NIAD = ACC goal +33% of the established ACC goal..... | 1.5% of Annual Payroll Expense |

D. The GPA funds will be paid to bargaining unit employees based on their annual performance rating. "Very Good" is the minimum rating to be eligible for a GPA.

E. A committee of two **Union** representatives and two **Employer** representatives will meet and recommend the award distribution levels (percentage award) for each performance rating after all performance ratings have been finalized. GPAs will be presented near the end of November following the fiscal year of accrual.

ARTICLE 13 - SUPERVISOR'S EMPLOYEE BRIEF

Section 1. The Supervisor's Employee Brief is the personal and confidential record of an employee.

Section 2. Counseling by the supervisor on derogatory or adverse situations will be conducted in reasonable privacy. Prior to placement of derogatory data in the Supervisor's Employee Brief, the supervisor will discuss same with the employee concerned. The employee's initials indicate only personal awareness of such entry and do not indicate agreement or disagreement. The employee will be provided a copy upon request.

Section 3. Access to the Supervisor's Employee Brief will be limited to persons having an official requirement to review all or a portion of the document. The concerned employee and the

designated representative may review the applicable portions of the Supervisor's Employee Brief when a grievance is related to a specific statement that is the basis for disciplinary or adverse action. Supervisory notes (memory joggers) are for the sole use of the supervisor. If they are communicated to any other party, they must become a part of the system of records administered in accordance with the Privacy Act and this agreement.

Section 4. When an employee's supervisor is changed, the supervisor's Employee Brief, posted to date, is transferred to the new supervisor.

ARTICLE 14 - HOURS OF WORK AND TOURS OF DUTY

Section 1. Definition of Terms.

A. **Administrative Workweek:** The NAF administrative workweek consists of seven (7) consecutive days beginning at 0001 hours Sunday and ending at 2400 hours the following Saturday.

B. **Employment Categories:** The employment categories are Regular and Flexible.

C. **Basic Workweek:** The basic workweek is defined as the least number of hours established for Regular and Flexible employees to work each administrative workweek. The least number of hours established for regular employees is 20 hours. The least number of hours established for flexible employees is zero hours.

D. **Tours of Duty:** A tour of duty consists of the days and hours of the day (beginning and ending times) in the administrative workweek which the employee is scheduled to work.

E. **Uncommon Tour of Duty:** An uncommon tour of duty is a unique tour of duty that cannot be prescribed in advance as a regular work schedule on definite days of the week or hours in a day.

F. **Shift:** A shift is an established pattern of hours without regard to days of the week. Shifts are designated as either day shift (1st shift) or night shift (2nd and 3rd shifts). Night shift means regularly scheduled non-overtime work when a majority of the whole hours of such work occurs between 3 p.m. and midnight (2nd shift), or between 11 p.m. and 8 a.m. (3rd shift).

Section 2. Days off. When feasible, employees in organizations that operate other than Monday through Friday will be afforded two consecutive days off. This determination is made by the **Employer**, based on operational need(s) of the activity involved.

Section 3. Changes to Guaranteed Basic Workweek: A change in a regular employee's guaranteed basic workweek will be accomplished as follows:

A. An involuntary decrease in the number of guaranteed hours that results in a change of category from regular to flexible may be made by the **Employer** using BBA procedures. When the **Employer** determines that less hours are required routinely each week, and the only way to accomplish this requirement is to reduce an employee's guaranteed hours, action will be taken to make the required changes as set forth in this section. Guaranteed hours must not be reduced solely to avoid payment of benefits or to provide more hours for other employees. Prior to reducing the guaranteed hours of a regular employee, every effort will be made to reduce the scheduled hours of flexible employees within the same type of position and within the same NAFI. A reduction in an employee's guaranteed hours that results in a change of employment category must be processed as a BBA. The **Employer** must give a written notice in advance of the action to the employee IAW AFMAN34-310, and a copy to the **Union** simultaneously. At a minimum, the written notice must include:

- (1) A statement that the employee's guaranteed hours are being reduced by a specific number of hours.
- (2) The effective date of the change.
- (3) A clear statement of the reasons for the change (be specific).
- (4) A statement that if he or she feels the action is unfair or disagrees with the reasons

for the action, the employee may submit a grievance under the negotiated procedures, advice on how and where to file the grievance, and the time limits for filing such grievance.

Section 4. Meal Period

A. Employees working 6 hours or more, shall be granted a meal period on a non-paid basis, scheduled at or near the mid-point of the tour of duty, no less than one-half (1/2) hour or more than one (1) hour. Breaks in working hours of more than one hour may not be scheduled in a basic workday.

B. When an employee is required to perform official duties during scheduled meal periods, a twenty (20) minute working meal period shall be permitted and considered as time worked for pay purposes.

Section 5. Breaks

A. If rest breaks are in increments of fifteen (15) minutes, the breaks will be taken at or near the midpoint between the start of the employee's workday and the employee's meal period, and the mid-point between the employee's meal period and the end of the tour of duty.

B. Rest periods will not be scheduled to start or end the tour of duty, or be a continuation of the meal period and are not cumulative.

Section 6. Clean-Up Time.

Where feasible, as determined by the supervisor, a reasonable amount of time will be allowed for necessary clean-up immediately prior to lunch time and immediately prior to the end of the work day and for storage of tools and equipment. No blanket amount of time will be established for clean-up, but will be allowed in consonance with the work area and the working conditions.

Section 7. Notification of Schedules

Regular employees will be notified of changes to their tours of duty one (1) week in advance of the administrative work week. Regular employees on uncommon tours of duty will be notified of changes to their tours of duty no later than the end of the prior shift. When the **Employer** determines that the mission would be handicapped or that costs would be increased, notification of less than one week will be permitted. A copy of any tour of duty change will be provided to the **Union**.

Section 8. In the event of power failure, breakdown, or other interruptions beyond the control of the **Employer** resulting in the interruption or suspension of operations, employees who are in a work status and whose services cannot be utilized in their present work area or elsewhere, shall be administratively excused from duty without charge to leave or loss of pay, consistent with regulatory requirements. When the **Employer** decides to close the installation or a part of it due to inclement weather and to dismiss employees who are not required for essential or emergency services, those so excused from duty will not be subject to charge to leave or loss of pay.

Section 9. Planned Closures for Other than Federal Holidays

A. When a planned closure occurs and the **Employer** determines there is other work available, employees scheduled to work during the closure will have the following options: perform other duties, request annual leave or leave without pay.

B. When a planned closure occurs and the **Employer** determines there is no other work available, employees scheduled to work will have the following option: request annual leave or leave without pay. If the full work force is not required, the selection will be IAW Article 15 for all employees.

Section 10. Daylight Savings Time

A. If the employee's tour of duty coincides with daylight savings time and requires working an additional hour, the employee will be paid for the actual hours worked.

B. If the hours worked are less than normal because of daylight savings time, the employee will be on leave or work the additional hour.

ARTICLE 15 - OVERTIME

Section 1. The **Employer** determines when overtime is needed. The administration of such overtime work (including the nature of the work, the need for special skills, the priority of productive or support effort, and the number and type of employees required) is solely a function of management.

A. Crafts and Trades (CT) employees are entitled to be paid overtime for hours worked in excess of 40 hours in a workweek in excess of 8 hours in a day.

B. Pay Band (NF) and Child Care (CC) employees are entitled to be paid overtime for hours worked in excess of 40 in a workweek.

Section 2. OVERTIME EXCEPTIONS: The **Employer** may require an employee to perform overtime work. Exceptions to assigning overtime to a specific employee are:

A. The employee can show that overtime work would impair his/her health or cause extreme hardship; or

B. It is determined that the employee has a valid reason for being relieved.

Section 3. OVERTIME DISTRIBUTION: As a general rule, first consideration for any overtime is given to the employee currently assigned to the task or job on which overtime is needed. Assignment of overtime work will not be made to employees for the sole reason of reward or penalty. Management is not required or expected to change regular schedules of tours of duty or positions solely for the purpose of achieving or improving distribution of overtime.

Section 4. EMPLOYEE NOTIFICATION: Employees designated to work overtime will be given reasonable advance notice when possible, considering the circumstances of each specific situation. Advance notice of planned overtime work on Saturday and Sunday will normally be made no later than Friday noon. CT employees will notify the immediate supervisor of their desire to receive compensatory time in lieu of overtime pay when selected to work.

Section 5. COMPENSATORY TIME: Compensatory time off is not authorized for nonexempt NF-I, NF-II, or CC employees except for religious observance. When compensatory time is authorized, employees will have the option of overtime pay or compensatory time off in lieu of overtime pay for overtime to be worked; except when an employee's basic rate of compensation

exceeds the maximum rate for GS-10 and regulations of higher authority permit, the employee may be required to take compensatory time off in lieu of overtime pay.

ARTICLE 16 - CALL-BACK DUTY TIME

Call-back duty time is when a regular scheduled, regular employee is required to work on a day when work was not scheduled, or when the employee is officially required to return to his or her place of employment after working a normal shift. Compensation for call-back duty is at least two hours (whether or not work is performed), including make-ready and clean-up time.

ARTICLE 17 - ADMINISTRATIVE DISMISSAL

Section 1. Administrative dismissal is approved absence from duty without loss of pay and without charge to leave when employees are released because all or part of Shaw AFB is closed, or it is in the interest of the Air Force. .

Section 2. When the appropriate commander determines that activities must be curtailed during working hours due to inclement weather, acts of God, military necessity, or other events beyond the **Employer's** control, administrative dismissal is authorized in accordance with applicable regulations.

A. Hazardous Weather Condition/Disasters. When adverse weather conditions develop outside and employee's duty hours, regardless of an announcement made on television or radio, employees must ascertain through the normal chain of command if they are required to report for duty.

B. Early Dismissal: Only regular employees who are in a duty status (not on leave) or who are expected to return from leave to duty status at the time the early dismissal takes effect are excused without charge to leave. Employees who are absent on leave that day continue to be charged leave.

C. Late Reporting: Depending on hazardous weather conditions, brief periods of tardiness may be excused in individual cases personally reviewed by the appropriate supervisor. Employees who do not report for duty during hazardous weather are charged a full day of annual leave/LWOP unless the supervisor determines the employee made every reasonable effort to get to work, but was unable.

D. Base Closure: Workdays on which the base is closed are non-workdays for leave purposes as designated by the installation commander. All employees who earn leave, except those required to perform emergency duties, are excused without charge to leave. Employees in

a non-pay status on the days immediately before and after the days the activity closed, are excluded. Employees on approved leave, i.e., annual, sick, LWOP, etc., when operations are suspended continue to be charged leave. Administrative leave is not applicable.

ARTICLE 18 - MISCELLANEOUS LEAVE AND EXCUSED ABSENCE

Section 1. Extreme Temperatures. Employees are expected to work if conditions in the work place are reasonably adequate. When temperatures fall outside normal expectations, the supervisor will first consider the following options: dress code, work schedules, and the leave policy. Individual employees affected by unusual levels of temperatures to the extent that they are incapacitated for duty, or continuance on duty would adversely affect their health, may request annual or sick leave, or LWOP.

Section 2. Court Leave

A. All regular employees are eligible for court leave. Court leave is leave of absence from duty without loss of pay or charge to annual leave to perform:

- (1) as a juror; or
- (2) as a witness on behalf of any party (including to appear on behalf of him
or

herself) in connection with any judicial proceeding to which the United States, the District of Columbia, or a state or local government is a party.

B. Effective administration of court leave requires the exercise of good judgment in order to avoid imposing hardship on employees. Employees assigned to night shifts or standby tours of duty are granted court leave comparable with employees assigned to regular day shift work.

C. Employees serving as witnesses or jurors who are excused or released by the court are expected to return to duty if there are four (4) or more hours remaining in the duty day.

Section 3. Military Leave. Military leave is absence from the employee's civilian position without loss of pay to perform military duty.

A. To be eligible, an employee must be a member of the Reserve or National Guard. Flexible employees or employees on temporary appointments of one year or less are not entitled to military leave.

B. Fifteen days of military leave is credited to the employee's account on 1 Oct of each fiscal year, or upon appointment. Unused military leave remaining from the prior fiscal year, not to exceed 15 days is also credited. Military leave available will not exceed 30 days in a fiscal year.

C. Neither annual leave nor leave without pay is granted for active duty until the employee has used all military leave available unless this would result in a forfeiture of annual leave.

D. No charge is made for non-workdays at the beginning and end of a period of absence. However, all intervening non-workdays, including holidays, falling within the period of military duty are military leave.

Section 4. Excused Absence for Voting or Voter Registration

A. As a general rule, when the voting polls are not open at least three (3) hours either before or after an employee's regular hours of work, such employee may be granted an amount of excused absence to vote or register to vote which will permit the employee to report to work three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever requires the lesser amount of time.

B. Under exceptional circumstances where the general rules do not permit sufficient time, an employee may be excused for such additional time as may be needed to enable the employee to vote, depending upon the particular circumstances of the individual case, but not to exceed a full day.

Section 5. Bone Marrow or Organ Donation

Employees are entitled to paid leave each calendar year (in addition to annual and sick leave) to serve as bone marrow or organ donors in accordance with appropriate laws, rules and regulations.

Section 6. Family Leave

Request for leave under this Section must specify if the leave requested is Family and Medical Leave Act or Federal Employees Family Friendly Leave Act and will be in writing in advance when possible.

A. Family and Medical Leave Act of 1993 (FMLA)

(1) Pursuant to the Family and Medical Leave Act and its implementing regulations, an eligible employee who has completed at least twelve (12) months of service as an employee shall

be entitled to a total of 12 administrative workweeks of leave without pay (LWOP) during any 12-month period for one or more of the following reasons:

- The birth of a son or daughter of the employee and the care of such son or daughter,
- The placement of a son or daughter with the employee for adoption or foster care;
- The care of a spouse, son, daughter, or parent of the employee who has a serious health condition; or
- A serious health condition of the employee that makes the employee unable to perform the essential functions of his or her position.

(2) If leave taken under this Act is foreseeable, the employee shall provide notice to the **Employer** of his or her intention to take leave not less than thirty (30) days before the date the leave is to begin. If the date of the circumstances requires leave to begin within thirty (30) days, the employee shall provide such notice as soon as is practicable.

(3) An employee may elect to substitute other paid time off, as appropriate, for any unpaid leave under this public law. FMLA leave is in addition to other paid time off available to an employee.

(4) If the need for leave taken under this Act is foreseeable based on planned medical treatment, the employee shall consult with the **Employer** and make a reasonable effort to schedule medical treatment so as not to unduly disrupt the **Employer's** operations, subject to the approval of the health care provider.

(5) An employee may be required to provide acceptable medical documentation as provided by the law.

(6) An employee who takes FMLA leave is entitled to continue health benefits coverage. An employee may pay the employee share of the premiums on a current basis or pay upon return to work.

B. Federal Employees Family Friendly Leave Act of 1994 (FEFFLA)

(1) Pursuant to the Federal Employee Family Friendly Leave Act and its implementing regulations, employees may use sick leave in order to:

- Provide care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy, or childbirth;
- Provide care for a family member as a result of medical, dental, or optical

examination or treatment;

--Make arrangements necessitated by the death of a family member or attend the funeral of a family member.

(2) A covered regular employee may use 40 hours of sick leave each leave year for these purposes. An employee is entitled to use an additional 64 hours per leave year provided the employee maintains a balance of at least 80 hours of sick leave.

(3) A family member is defined as:

--Spouses, and parents thereof,

--Children, including adopted children and spouses thereof,

--Parents,

--Brothers and sisters, and spouses thereof, and

--Any individual related by blood or affinity whose close association with

the

employee is the equivalent of a family relationship.

NOTE - Employees interested in applying for FMLA or FEFFLA must contact the Human Resources Office.

ARTICLE 19 - ANNUAL LEAVE

Section 1. General Provisions

Regular employees accrue and have a right to use annual leave as defined in AFMAN 34-310 in accordance with applicable laws, regulations and this Agreement. The determination as to the time and amount of leave granted at any specific time is made by the supervisor, considering employee's desires, staffing, workload, and training requirements as determining factors. The minimum charge for annual leave is 15 minutes with additional charges in multiples thereof. It is the employee's responsibility to request annual leave in advance from the supervisor. Employees are encouraged to request annual leave in writing using SF-71, Request for Leave or Approved Absence. When annual leave is requested in advance, either in writing or orally, the supervisor will expeditiously inform the employee of approval or disapproval within five workdays. The **Employer** will provide each employee the opportunity to use all earned annual leave in order to avoid forfeiture. All use or lose leave will be scheduled in writing prior to the start of the third biweekly pay period prior to the end of the leave year. The supervisor will not cancel or modify previously approved leave except for unforeseen circumstances. The reason(s) will be explained to the employee. Employees may request annual leave for any duration, for any time and in any pattern they desire. Flexible employees are not entitled to annual leave.

Section 2. Annual Leave Schedule

Employees will submit their desires for annual leave in sufficient time for the leave approving official to establish an annual leave schedule by 15 February of each year. Employees will be notified of any changes to requested leave dates. Seniority based on service computation date (SCD), prior years' schedules, and any other determinant factor that will assist in granting leave on a fair and equitable basis will be used. Once an employee has made the selection, changes will not be permitted if such action infringes upon the choice of another employee. Annual leave scheduled in accordance with this section will not be canceled unless the mission would be adversely affected or cost increased. If this occurs, the supervisor will inform the employee as far in advance as possible and give the employee an opportunity to reschedule the leave.

Section 3. Unscheduled Leave

Unscheduled leave requests will be submitted, orally or in writing, as soon as the need for leave is known. The supervisor will inform the employee of approval or disapproval within 24 hours of the request, in the absence of another mutually agreed upon timeframe. Unscheduled leave will be on a first come, first served basis.

Section 4. Emergency Annual Leave

When emergencies or unforeseen circumstances arise requiring the use of annual leave not approved in advance, approval of annual leave cannot be presumed by the employee. If an employee is unable to report for duty due to an emergency, he/she must notify their supervisor within the first hour or two after the beginning of the shift unless compelling circumstances prevent this. If additional information is required, the decision on approval or disapproval of annual leave for emergency reasons may be withheld by the supervisor until the return of the employee to duty.

Section 5. Forfeited Leave

The **Employer** agrees that employees within the unit who may accumulate leave in excess of the maximum which can be carried forward to the next leave year, shall be advised by the supervisor in regard to scheduling the reduction of such excess. Forfeited leave will be restored in accordance with appropriate regulations.

Section 6. Leave Donation.

Annual leave may be donated in accordance with approved leave donation programs.

Section 7. Advance Annual Leave

Requests for advance annual leave will be submitted in writing to the supervisor. Final approval

authority will be made at the appropriate level. When the decision is made, the supervisor will expeditiously inform the employee of approval or disapproval. Advance leave may be granted up to the number of hours the employee will accrue within the remaining leave year.

ARTICLE 20 - SICK LEAVE

Section 1. Regular employees will earn and use sick leave in accordance with applicable statutes and regulations. Sick leave will be charged in one quarter (1/4) hour increments. The **Employer** and the **Union** recognize the importance of sick leave and the obligation of the employee, as well as the advantage to the employee to utilize it only when incapacitated for duty by sickness, injury, or other valid reasons. The **Parties** agree to jointly encourage employees to conserve such leave so that it will be available to the employee in the event of an extended illness.

Section 2. Approval of sick leave will be granted to employees when they are incapacitated for performance of their duties or need to attend to a family member. Sick leave is also appropriate when requested in advance for medical, dental or optical examination or treatment and will normally be granted. The employee will request the sick leave at least one week in advance if the employee has that much notice of the examination or treatment. Sick leave will also be approved when as determined by health authorities having jurisdiction or by a health care provider, the employee's presence on the job would jeopardize the health of others because of exposure to a communicable disease.

Section 3. It is the responsibility of each employee to promptly notify his/her supervisor when he/she is unable to report to work because of sickness or injury. An employee unable to report to work due to sickness or injury, shall notify his/her immediate supervisor or the designated representative either in person or by telephone within the first hour or two after the beginning of his/her shift on the first day of the absence (unless he/she is physically or mentally disabled). If the employee is incapacitated, a member of the employee's immediate household may make the notification. The employee will keep the supervisor informed of his/her incapacitation thereafter every day until he/she returns to duty, unless relieved of this requirement by the supervisor. When it is not practical to report by telephone, notification must be made by the most expeditious means practicable. Notification of an employee's inability to report to work does not in itself constitute approval of sick leave.

Section 4. Employees may be required to furnish acceptable evidence to substantiate a request for approval of sick leave if sick leave exceeds three (3) consecutive workdays. If the employee did not consult a medical practitioner, acceptable evidence is provided with the employees signed self-certification except for an employee under the sick leave abuse requirement. Employees already on duty who cannot leave without being properly relieved may be required to notify the

immediate supervisor or scheduler on duty of his/her need for sick leave and request leave as soon as practical after the need is determined, but normally no later than two hours prior to their reporting time.

Section 5. Employees will not be required to furnish a medical certificate to substantiate a request for approval of sick leave for periods of three (3) consecutive workdays or less.

Section 6. Sick Leave Abuse

A. Where the **Employer** has reasonable grounds to question whether an employee is properly using sick leave (for example, when sick leave is used in unusual patterns or circumstances), the **Employer** will require an explanation of sick leave usage. Without an acceptable explanation, the employee will be orally advised that use of sick leave in unusual patterns or circumstances, may result in a written requirement to furnish acceptable documentation for each subsequent absence due to illness or incapacitation for duty, regardless of duration.

B. If reasonable grounds exist for questioning an employee's use of sick leave, the employee may be notified in writing that for a stated period not to exceed six (6) months, no request for sick leave, or other leave in lieu of sick leave, will be approved unless supported by a medical certificate. Any such written notice will describe the pattern or circumstances which led to its issuance.

Section 7. If an employee suffers from a chronic condition which does not necessarily require medical treatment, although absence from work may be necessary, and the employee has previously furnished medical certification of the chronic condition that indicates an anticipated date for the employee to return to work, a medical certificate will not be required on a continuing basis. The **Employer** may periodically require further

Section 8. Advanced Sick Leave. An employee may request up to two hundred forty (240) hours/30 days advanced sick leave. Advanced sick leave approval will be at the appropriate level. An employee who is under a sick leave abuse requirement may or may not be granted advance sick leave. Advance sick leave will not be granted to employees contemplating resignation or retirement which would preclude repayment of the advance. For other employees, advanced sick leave will be given when all of the following conditions are met:

- A. The employee is eligible to earn sick leave.
- B. There is no reason to believe the employee will not return to work after having used the leave;
- C The employee has provided administratively acceptable medical documentation on the need for advanced sick leave;

D. There is reason to believe that the employee will accrue enough sick leave to pay the advance back; and

E. There is reasonable evidence, substantiated by a doctor's certificate, that the employee will be capable of returning to work and fulfilling the full scope of his/her duties.

Section 9. The **Employer** will treat as confidential any medical information given by an employee in support of a request for sick leave. The **Employer** may disclose such information subject to its Privacy Act obligations for work related reasons on a need to know basis only.

Section 10. An employee returning from sick leave, substantiated by a statement from his/her personal physician, will not be routinely required to be examined by a federal medical officer unless there is reason to believe that the employee's presence at work would endanger his/her health or would constitute a health hazard to others.

Section 11. A recommendation by an employee's personal physician that the returning employee be assigned to light duty for a reasonable period will normally be honored. The **Employer** will make such temporary adjustments in duties only if it will not impose an undue burden on other employees.

ARTICLE 21 - HOLIDAYS

Section 1. NAFIs observe legal holidays as established by Federal Statute, including authorized absence on a legal holiday or on a nonworkday established by Executive Order. State holidays, deviations from federally established holidays, and other local observances are not recognized. Only regular employees are entitled to observe holidays. Flexible employees are not entitled to observe these holidays which are:

- New Year's Day
- Birthday of Martin Luther King, Jr., the third Monday in January
- President's Day, the third Monday in February
- Memorial Day, the last Monday in May
- Independence Day
- Labor Day, the first Monday in September
- Columbus Day, the second Monday in October
- Veterans Day
- Thanksgiving Day, the fourth Thursday in November
- Christmas Day

Section 2. Any eligible employee whose workday covers portions of two (2) calendar days, and who would ordinarily be excused from work for the hours of any calendar day on which the holiday falls, will instead be excused from work on his/her entire workday that starts on the calendar day on which the holiday begins.

Section 3. When an otherwise eligible employee is in a nonpay status on a scheduled workday either before or after the holiday, he/she is entitled to pay for the holiday even though not worked. If the employee is in a nonpay status before and after a holiday, he/she is not entitled to pay for the holiday. When an otherwise eligible employee is AWOL, the scheduled workday immediately before the holiday, he/she is considered AWOL for the holiday and is not entitled to pay for the holiday.

Section 4. Absence without charge to leave for religious observance is not authorized. Supervisors and managers should, to the maximum extent possible, schedule hours of work to accommodate periods of religious observance when employees express intention to participate in such observances. Annual leave or leave without pay may be used by employees for religious observance, and employees should be encouraged to use short periods of annual leave when participation requires absence of one (1) or two (2) hours only.

ARTICLE 22 - CIVIC RESPONSIBILITIES

Section 1. The **Employer** and the **Union** recognize the value of employee participation in civic activities and special programs approved by the Department of the Air Force and encourage all employees in the unit to work toward community improvement. A unit employee's status with respect to duty, leave, and pay while participating in authorized activity shall be as prescribed by regulations relating to such activity.

Section 2. The **Union** agrees to encourage employees' voluntary support and participation in fund drives, squadron/base special events, substance abuse prevention and control program, fire prevention, and safety program.

Section 3. Excused Absence for Blood Donation. As the Air Force encourages its employees to volunteer as blood donors, the supervisor will make every effort to release all employees, not absolutely essential, for the purpose of donating blood without charge to leave or loss of pay for up to four hours for the purpose of necessary travel, testing, donating blood, and recuperation. Such time must be taken on the day the blood is donated. If the employee is not acceptable as a donor or does not donate for any other reason, he/she will return to work immediately, if upon return there would be at least one hour of the workday left. If an unusual period of recuperation is required or if the employee must travel an unusual distance, additional time will be given without charge to leave or loss of pay but not to exceed eight hours.

Section 4. If an employee is to be served with a warrant or subpoena, and it is known by the **Employer**, every effort will be made to ensure that such service does not violate the employee's right to privacy.

ARTICLE 23 - MISCELLANEOUS AGREEMENTS

EMPLOYEE SERVICES

Section 1. The **Employer** will continue to provide areas, including equipment, to be used for breaks, lounges, meals, etc. Additional areas may be established on an as needed and as available basis.

Section 2. Civilian employees are allowed to use the installation Child Development Center on a space available basis. On base, licensed, private Family Child Care Providers may be available. The Family Child Care Office will provide a referral list upon request.

NEPOTISM AND FAVORITISM

The **Employer** and **Union** recognize that nepotism and favoritism in the workplace are not acceptable. The **Employer** will investigate substantive allegations of improper supervisor/subordinate relationships made by the **Union** or an employee and take corrective action if warranted. Employees who are unaware of the appropriate channel for filing a complaint may contact the HRO or the **Union** for guidance.

RETIREMENT/VOLUNTARY SEPARATIONS

Section 1. The **Employer** will provide counseling to employees anticipating retirement. Counseling will inform the employee of entitlements/benefits under the existing retirement systems. Employees who are physically disabled for their current position will receive retirement counseling from the HRO on their options upon request.

Section 2. The **Employer** may allow an employee to withdraw his/her resignation/retirement request at any time before it becomes effective. The **Employer** may decline a request to withdraw a resignation/retirement before its effective date. The reason must be explained to the employee. A valid reason includes, but is not limited to, administrative disruption or hiring (or the commitment to hire) of a replacement.

SPECIAL TOOLS, CLOTHING, UNIFORMS AND DRESS

Section 1. The **Employer** will furnish and maintain all required protective clothing, special tools and equipment. An employee may be required to replace any item which is lost, modified, or damaged other than through fair wear and tear.

Section 2. Any employee substituted protective clothing, special tools, devices or equipment must be approved by the **Employer** prior to use.

Section 3. The **Employer** will apply the same standards of dress to all employees, regardless of the gender. Employees will report to work each day wearing clean attire that is appropriate for the work performed.

Section 4. The **Employer** will provide employees who are required to wear uniforms in the performance of their duties properly fitted attire appropriate for the work performed. The number of uniforms furnished will depend on the type and frequency of wear. The employee should not find it necessary, on a routine basis, to clean the uniform the same day as it is worn to be ready for work the following day.

Section 5. Any employee provided equipment or clothing including tools, uniforms and protective clothing or devices must be returned on demand. If the property is not returned the employee may be required to pay for it. The employee may be held accountable for the percentage of damage or wear beyond that which can be associated with on-the-job usage. The amount to be paid will depend on factors such as life expectancy of the item versus years of usage, condition of the items, and value to the **Employer**.

Section 6. Employees will wear an official NAF name tag if required on their position. The name tag will be furnished by the employer and should be worn on the left side of the employee's garment at chest level provided no damage will result to the garment. The employee is responsible for replacement of a damaged or lost name tag, not associated with duties.

ARTICLE 24 - HEALTH AND SAFETY

Section 1. The **Employer** shall provide and maintain for all employees, conditions of employment that are free of hazards or conditions that may cause an accident, serious injury, or illness. Supervisors will be responsible for reporting any hazardous or unsafe condition observed by them or reported to them, to the Squadron Safety Officer. The **Employer** will initiate prompt and appropriate action to correct any unsafe working conditions which are reported to him/her or observed by him/her. There will be an annual safety inspection of all areas occupied by

employees. The **Union** may designate a representative at each post of duty who will participate in annual inspections.

Section 2. The **Employer** shall, in accordance with applicable directives, acquire and require the use of approved safety equipment, approved personal-protective equipment, and other devices necessary to provide protection of employees from hazardous conditions encountered during their performance of official duties.

Section 3. When an investigation is made of an occupational accident involving a bargaining unit employee, the **Union** shall be invited to participate. The **Employer** shall assure that a **Union** representative or his/her alternate will be invited and encouraged to accompany inspection of the work place.

Section 4. The **Employer** agrees to ensure prompt abatement of unsafe or unhealthful working conditions. When this cannot be accomplished immediately, the **Employer** agrees to develop an abatement plan setting forth a timetable for abatement and a summary of interim steps. Employees that are exposed to such conditions shall be informed of the abatement plan.

Section 5. The **Employer** agrees to assure prompt response to employee reports of unsafe or unhealthful working conditions. Any employee or steward is authorized to request an inspection of the work place when he/she believes an unsafe or unhealthful condition exists. The **Employer** agrees to post notices of hazardous conditions discovered in a work place as required. This notice shall be posted at or near the location of the hazard and shall remain posted until the sited condition has been corrected. Such notices shall contain a warning and description of the unsafe or unhealthful working conditions and any precautions required by applicable regulations. The **Employer** agrees to hold confidential the names of employees or stewards who report unsafe or unhealthful working conditions.

Section 6. In the event of an on-the-job death, the **Employer** agrees to promptly notify the **Union** of the name of the bargaining unit employee.

Section 7. An employee who becomes ill or is injured in the performance of his/her duties, upon notifying the **Employer**, will be informed of his/her entitlements under the Federal Employee's Compensation Program. Upon notification, the **Employer** will investigate the facts and circumstances.

Section 8. The **Employer** agrees that employees who are required to perform duties which involve real or potential hazards will be provided adequate training to perform the job safely. An employee will not be required to work on a job the **Employer** has determined unsafe. An employee will not be required to work on a job or machine which

he/she is unfamiliar with until the **Employer** has provided adequate training and instruction as determined by the supervisor to safely perform the job. Such training shall include instruction, proper work methods to be used, and proper use of protective equipment.

Section 9. Any employee who is assigned duties which he or she reasonably believes could possibly endanger his or her health or well-being will notify the supervisor of the situation immediately. If the supervisor cannot solve the problem and agrees with the employee, the supervisor shall delay the operation until a member of the Base Safety staff can respond to the situation.

Section 10. Nothing in this Agreement will limit the right of the **Union** or any employee to pursue whatever action they deem necessary to address any concern the **Union** or employee may have concerning health and safety.

Section 11. The **Employer** shall make every reasonable effort to schedule repair work when machinery is not operating or moving. Before assigning any bargaining unit employee duties involving repair or adjustments of operating or moving machinery, the **Employer** shall assess their qualifications to perform such duties.

Section 12. The **Employer** agrees to develop procedures to assure that all handicapped employees are provided appropriate assistance to evacuate buildings in case of emergencies.

Section 13. When an employee is required to work in an area where published health and safety standards have been exceeded, the **Employer** agrees to provide such employee physical examination and medical monitoring to determine whether the employee can continue to work safely in the area. The scope and frequency of such exams shall be determined by the agency's Medical Officer or in his/her absence, other competent medical or industrial hygiene authority. In all cases, AFOSH standards will be observed.

Section 14. When a supervisor determines that an employee is impaired for duty, after reporting to work, and the employee disagrees with the determination, the employee shall be referred to the base medical facility for medical assessment. If the employee needs to return home and is unable to assist himself/herself because of an impairment, the supervisor will provide assistance in arranging transportation.

Section 15. If the **Employer** directs an employee to report to a doctor for determination for fitness for duty and the employee fails to take the directed fitness-for-duty examination he/she is subject to disciplinary action, up to and including removal.

ARTICLE 25- FEDERAL WAGE SYSTEM (FWS) SURVEYS

Section 1. It is agreed and understood that provisions and regulations issued to implement the FWS surveys shall be adhered to by the **Parties** to this Agreement insofar as it is within their control.

Section 2. It is agreed that the **Employer** will notify the **Union** as soon as possible as to the date FWS surveys will be conducted, when the **Employer** has been notified by the Office of Primary Responsibility (OPR).

ARTICLE 26 - BUSINESS BASED ACTIONS (BBAs)

Section 1. DEFINITION OF TERMS: A BBA is a reduction in employment category or pay rate, a change to lower grade, a furlough of eight calendar days or more, or a separation action initiated by management for non-disciplinary reasons. BBAs are used to adjust resources in response to reorganization, realignment of workload, elimination of duties or responsibilities from a position, lack of funds, or from a need to be competitive with pay in the local labor market. BBAs are not used to downgrade a position because of a change in classification standards or correction of misclassifications.

Section 2. BBA provisions cover both regular and flexible employees. All BBAs will be conducted in accordance with applicable regulations and this Article. Every effort will be made to minimize adverse effect on employees, taking into consideration skill needs and budget requirements.

Section 3. For BBA purposes employees are affected only if so identified after an objective, fair and equitable ranking against other employees in the same employment category, occupational series, grade or pay band, and in the same NAF activity (e.g. collocated club, bowling center, enlisted club, etc.). Prior to changing a regular employee to a flexible employment category, management must determine whether or not the benefit derived from the action can be accomplished by first reducing the flexible employee work force.

A. Covered employees are ranked to determine the order in which they are affected. The ranking process takes into account both performance and seniority. Performance is the primary criterion. The HRO performs the ranking process by using the average of the total scores on the last two performance evaluations completed on the employee and on file in the employee's OPF.

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

C. If no performance evaluations are on file for the employee, then the HRO assigns a presumptive rating of satisfactory, rating code "3" on each of the Work Behavior Elements on an AF Form 3527, after which the total score will be used in the ranking process.

D. Employees are separated into four separate categories. The total performance evaluation score determines the order in which employees are ranked within these categories.

Category 1 - Flexible employees on the rolls of the NAF activity effecting the BBA for less than three continuous years.

Category 2 - Regular employees currently serving a probationary period as a result of initial appointment to AF NAF employment.

Category 3 - Flexible employees on the rolls of the NAF activity effecting the BBA for at least three continuous years.

Category 4 - Regular employees who completed their probationary period.

Section 4. To effect the BBA, employees in Category 1 with the lowest total score are affected first, the next lowest total score second, etc., until all Category 1 employees are exhausted. After Category 1, employees in Category 2 are affected in the same order until exhausted, after which Category 3 employees are affected. The last employees affected are Category 4 employees. If two or more employees have the same total score, the SCD for seniority (SCD-RIF) for regular or the length of service for flexibles is used to determine the ranking.

Section 5. Management agrees to inform the **Union** of the possibility of a BBA as far in advance as practical to minimize the spread of rumors and disruption of the workforce. This initial contact may be either verbal or written. Official written notification of a BBA will be provided to affected employees and the **Union** simultaneously, as follows:

Regular employees: The minimum advance notice period for regular employees is seven (7) calendar days for a non-separation action and 30 calendar days for a separation action.

Flexible employees: The minimum advance notice period for flexible employees is 24 hours for a non-separation action and seven (7) calendar days for a separation action.

Section 6. Under emergency conditions (e.g. breakdown of equipment or other emergency conditions requiring suspension of operations, or an unanticipated reduction in business such as occurs with a sudden deployment of troops), a minimum of 24-hours notice may be given to any employee for other than separation actions.

ARTICLE 27 - DISCIPLINARY AND ADVERSE ACTIONS

Section 1. The taking of disciplinary action or an adverse action is the responsibility of the **Employer**. Disciplinary actions and adverse actions must be based on good cause, be consistent with laws and regulations governing such actions, and be fair and equitable. Disciplinary actions will be limited to the severity necessary, in the judgement of the disciplining official, to correct the specific situation. The employee will be advised specifically as to details of the offense with which he/she is charged, sufficiently to enable him/her to understand the charge and to defend himself/herself against it. If an extension of time for reply is requested during the prescribed time for reply and is favorably considered, the decision on the disciplinary action will not be made until receipt and consideration of the employee's reply, or expiration of the extended time limit, whichever occurs first. Therefore, adverse action procedures and appeal rights are not afforded to Flexible employees.

Section 2. An employee has the right to request **Union** representation at any examination of the employee in connection with an investigation if he/she believes disciplinary action could result. If the employee elects to have his/her representative present, questioning should not resume until the representative is present. The **Employer** agrees to notify employees of this right annually.

Section 3. The Employer agrees to furnish the employee one extra copy of proposed disciplinary actions. If the employee elects to have a representative, copies of all correspondence addressed to the employee will be forwarded simultaneously to the designated representative. Designations must be made in writing.

ARTICLE 28 - GRIEVANCE PROCEDURES

Section 1. This article provides the exclusive procedure available to the parties of this Agreement and to regular employees of the unit for the processing of grievances.

- A. Excluded from processing under this procedure are the following.
- (1) Violations relating to political activities
 - (2) Retirement, life insurance, or health insurance
 - (3) A suspension or removal under Section 7523 of Title VII, PL 95-454
 - (4) Any examination, certification, or appointment
 - (5) The classification of any position which does not result in the reduction in grade or pay of an employee

(6) Nonselection for promotion from a group of properly ranked and certified candidates

(7) An action terminating a temporary promotion and returning the employee to the position from which he/she was promoted or to an equivalent position

(8) Nonadoption of a suggestion or disapproval of any type of performance award or honorary award or rating

(9) A notice of proposed action

(10) Any matter for which other Air Force appeal or complaint systems are prescribed

(11) Matters involving the content of published agency policies and instructions which are issued by a higher headquarters

(12) Matters properly identified as a basis for consideration under the Equal Employment Opportunity Complaint Procedures.

B. Any employee or group of employees in the unit may present such grievances to the **Employer** and have them adjusted in accordance with Section B of this Article 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 an opportunity to be present at the time of the adjustment. If the employee has designated a representative, a copy of all correspondence to the employee will be forwarded simultaneously to the designated representative. Designations must be made in writing.

C. An aggrieved employee, if otherwise in a duty status, shall be granted a reasonable amount of time off without charge to leave to prepare and present his/her grievance. Prior arrangements for use of this time must be made with the supervisor.

D. The **Employer** agrees that all formal discussions under this negotiated grievance procedure shall be conducted during the normal work week of Monday through Friday.

E. The parties agree that in the case of identical grievances involving a group of employees having the same adjusting official at the formal stage, where the **Union** is designated as the representative of the employees group, the **Union** may select one employee's grievance for processing and that the decision for that one grievance will be binding on the other grievances in the group. Similar, but not identical grievances, may be combined into one hearing by mutual consent of the parties, and the remedy for each grievance shall be as determined by the adjusting or hearing official.

F. The **Employer** shall, upon request, produce and permit inspection of pertinent records for the purpose of substantiating the contentions or claims of the parties, insofar as is permissible without violating laws, instructions, or government policy.

Section 2. It is agreed by the **Union** and the **Employer** that most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his/her performance, or his/her loyalty or desirability to the organization, and employees, employees representatives, and all other persons involved in the presentation of the grievance will be free from restraint, coercion, discrimination, or reprisal. All time limits may be waived by mutual consent of both parties. If either party fails to observe the time limits and a request for an extension is not agreed upon, the aggrieved party may advance the grievance to the next step. Disagreement between the **Union** and the **Employer**, or between employees of the unit and management over the application or interpretation of this Agreement must be resolved utilizing the following procedures in sequence. Nothing in the contract will serve to deny any eligible employee in the unit the right to file a complaint or grievance over any other matter for which a procedure has been established under law or instruction.

A. Informal Grievance Stage - Step I. The employee presents the grievance to the Human Resource Office (HRO) not later than ten (10) work days after either:

- (1) the date of the action or incident upon which the grievance is based or,
- (2) the date the employee knew or should have known of such action or incident, whichever is later.

The grievance is in writing, signed by the employee, and dated. It includes

- The employee's name, grade, organization, duty phone, home address, and home phone of the employee's representative, if any.
- A clear indication that the memorandum is a Step 1 grievance.
- A statement of the specific action or incident giving rise to the grievance, including the date on which the incident occurred or action took effect, and the date on which the employee became aware of such action or incident.
- A statement of the employee's reason for believing that the action or incident is improper.
- A brief explanation of any attempt by the employee to resolve the grievance informally.

- A statement of the specific personal relief sought by the employee, i.e., what does the employee want management to do?

The HRO reviews the grievance to determine whether it (1) arises from a matter within the scope of the grievance procedure, (2) is timely, and (3) includes the required information. Not later than four (4) work days after receipt of the grievance, the HRO does one of the following:

- Notifies the employee and designated representative, in writing, that the grievance is rejected, and the reason for the rejection if the grievance is not within the scope of the grievance procedure or is not timely.
- Returns the grievance and notifies the employee and designated representative, in writing, of the reason for the rejection if the grievance does not include the required information. The HRO instructs the employee to correct the deficiency and resubmit it within four (4) work days, or otherwise the grievance is rejected.
- Forwards it to the supervisor for action.

The supervisor discusses the grievance with the employee and his or her representative. He or she should also consult with his or her immediate supervisor, and may conduct whatever investigation is necessary to gather information relevant to the grievance. He or she consults with the HRO before issuing a decision. Not later than five (5) work days after receipt of the Step 1 grievance, the supervisor renders, in writing, a Step 1 decision which includes the following:

- A summary of the issues.
- A statement informing the employee of whether the remedy requested in the Step 1 grievance is granted.
- A statement informing the employee that if he or she is not satisfied with the Step 1 decision, he or she may submit a Step 2 grievance to the Services Squadron commander or director not later than five (5) work days after receipt of the Step 1 decision.

B. Formal Grievance Stage - Step 2

If the employee wants the matter considered further, he or she delivers or mails the grievance to the HRO not later than five (5) work days after receipt of the Step 1 decision. If the grievance is mailed, it is postmarked not later than five (5) work days after the date of the Step 1 decision. The grievance is in writing, signed by the employee, and dated. It includes:

- A clear indication that the letter is a Step 2 grievance.
- A summary of the employee's reasons for believing that the Step 1 decision is in error.
- A statement describing the specific personal relief sought by the employee, i.e., what does the employee want management to do?
- A copy of the Step 1 grievance and the Step 1 decision.

The HRO reviews the grievance to determine whether it (1) is timely and (2) includes the information required, not later than five (5) work days after receipt of the Step 2 grievance. The HRO complies with the requirements listed under Step 1 and forwards it to the Services Squadron Commander for action.

Upon receipt of the Step 2 grievance, the commander or director discusses the grievance with the employee and his or her representative. The commander or director should also consult with the employee's supervisor, may conduct whatever investigation is necessary to gather information relevant to the grievance, and consults with the HRO before issuing a decision. Not later than five (5) work days after receipt of the Step 2 grievance, the commander or director renders, in writing to the employee, a Step 2 decision which includes the following:

- A summary of the issues.
- A statement informing the employee of whether the remedy requested in the Step 2 grievance is granted.
- A statement informing the employee that if he or she is not satisfied with the Step 2 decision, he or she may submit a Step 3 grievance to the Support Group Commander not later than five (5) work days after receipt of the Step 2 decision.

C. Formal Grievance Stage - Step 3.

If the employee wants the matter considered further, he or she delivers or mails the grievance to the HRO not later than five (5) work days after receipt of the Step 2 decision. If the grievance is mailed, it is postmarked not later than five (5) work days after the date of the Step 2 decision. The grievance is in writing, signed by the employee, and dated. It includes:

- A statement or clear indication that the letter is a Step 3 grievance.
- A summary of the employee's reasons for believing that the Step 2 decision is in error.
- A statement describing the specific personal relief sought by the employee, i.e., what does the employee want management to do?
- A copy of the Step 1 grievance, the Step 1 decision, the Step 2 grievance, and the Step 2 decision.

The HRO reviews the grievance to determine whether it (1) is timely and (2) includes the required information. Not later than five (5) work days after receipt of the Step 3 grievance the HRO complies with the requirements listed in Step 1 and forwards it and the entire grievance record to the Support Group Commander for action.

The commander either (1) renders a decision on the basis of the existing grievance record, or (2) appoints an impartial third party to investigate the grievance. He or she may also consult with whomever he or she believes has information relevant to the grievance, and consults with the HRO before issuing a decision.

If the commander opts to render a decision on the basis of the existing grievance record, the decision is issued no later than 10 work days after his or her receipt of Step 3. The decision includes the information required in the Step 2 decision.

If the commander opts to appoint an investigator, the investigator completes his or her investigation and submits a report of that investigation not later than 10 work days following his or her appointment. The report includes seven sections, entitled (1) Authority, (2) Matters Investigated, (3) Facts, (4) Discussion, (5) Conclusions, (6) Recommendations (but only if requested by the commander), and (7) Index and Exhibits.

No later than five (5) work days after receipt of the investigator's report, the commander renders, in writing, a Step 3 decision which includes the following:

- A summary of the issues.
- A statement informing the employee of whether the remedy requested in the Step 3 grievance is granted.
- A statement informing the employee that the Step 3 decision represents the final decision with respect to the employee's grievance.

The commander sends the Step 3 decision directly to the employee. A copy of the Step 3 decision and the entire grievance record is forwarded to the HRO.

Section 3. Arbitration

A. If the **Employer** and the **Union** fail to settle any grievance processed under the negotiated grievance procedure, such grievance (upon written request by either the **Employer** or the **Union** within 10-calendar days after issuance of the final decision) shall be submitted to arbitration.

B. Within 10 workdays after notification of the other party by the aggrieved party that arbitration is requested, the **Union** and the **Employer** shall meet to select an arbitrator. If agreement cannot be reached, the **Parties** will request, in writing, that the Federal Mediation and Conciliation Service (FMCS) provide a list of seven impartial persons qualified to act as arbitrators. Within 10-working days of receipt of the list, the **Union** and the **Employer** shall meet and attempt to agree upon an arbitrator selected from the list submitted. If the **Parties** cannot agree, each party shall strike one name in turn from the list. The name remaining after each party has struck three names shall be the nominee. (The flip of a coin will determine who strikes the first name from the list.) If for any reason either party refuses to participate in the selection of an arbitrator, the FMCS shall be empowered to make a direct designation of an arbitrator to hear the case.

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

D. The arbitrator's fee and the expense of the arbitration, if any, shall be borne equally by the **Employer** and the **Union**, except as provided in Section 9. The arbitration hearing will be held on the **Employer's** premises during the regular day shift hours of the basic workweek. The aggrieved employee(s), the employee serving as AFGE Local 1872 representative, and the witnesses who are knowledgeable of the circumstances and factors bearing on the case (as determined by the arbitrator) shall be in a duty status. If requested by the **Union's** representative, shift assignment arrangements may be made in order to allow for use of official time.

E. The arbitrator will be requested to render his/her decision as quickly as possible, but in any event, no later than 30 days after the conclusion of the hearing unless the **Parties** mutually agree to extend the time limit.

F. Either party may file exceptions to an arbitrator's award with the Federal Labor Relations Authority (FLRA) under regulations prescribed by that authority. If no exception is filed during the 30-day period beginning on the date of such award, the arbitrator's award shall be binding on the **Parties**.

G. The cost of transcription services, where such is mutually agreed upon by the **Parties** or where requested by the arbitrator, shall be shared equally by the **Parties**.

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

H. In disputes of arbitrability, referred to arbitration as a threshold issue, the arbitrator shall hear arguments regarding both the arbitrability and the merits of the case at the same hearing. However, the **Parties** may mutually agree to separate hearings in instances such as highly complex cases.

I. The arbitrator has full authority to award reasonable attorney fees in accordance with the standards of the Civil Service Reform Act, Section 702.

ARTICLE 29 - EQUAL EMPLOYMENT OPPORTUNITY

Section 1. Employment practices will adhere to the letter and spirit of Public Law 95-454 and any other applicable orders or regulations guaranteeing equal employment opportunity to all persons without regard to race, color, religion, sex, age, or national origin.

Section 2. All applicants will receive full and impartial consideration for initial employment, possess equal standing and security as Air Force employees, and enjoy equal opportunity to receive training and develop skills and to advance from a job and career standpoint. Such opportunities are limited only by the needs of this activity and the individual's own capability and effort.

Section 3. A representative of the **Union** will be a member of the Equal Employment Opportunity (EEO) Advisory Committee.

Section 4. In recognition of the employees' rights and **Union's** role as exclusive representative, the **Employer** agrees to the following:

A. The **Union** shall have the right to be present at all formal EEO discussions between management and unit employees, excluding pre-complaint counseling meetings except where, pursuant to an objection by the complainant that his/her privacy would thereby be violated or, for other good causes shown, the examiner exercises his/her right to exclude the **Union** from the hearing.

B. The **Union** shall be notified of the final decision in each EEO complaint which would impact on general personnel policies or practices or working conditions of unit employees. The notification must afford the **Union** reasonable opportunity to consult, confer, or negotiate as appropriate, the impact of such change.

Section 5. The **Employer** agrees that on a replacement basis, or, if the number of counselors increases, to consider as EEO counselors, nominees recommended by the **Union**. Prior to appointment, the **Employer** shall request a list of nominees from the **Union**. The **Union** shall submit not less than three (3) nominees for a vacancy, or, three (3) plus the number of vacancies when there are more than one (1). Candidates nominated shall meet the criteria established by the program. The **Employer** shall endeavor to select nominees of the **Union**. If the **Union** nominee is not selected, the nonselection must be based on qualifications.

Section 6. EEO Appeal Procedures

A. Employees may choose to pursue EEO violations through the negotiated grievance procedure article or the EEO Statutory Procedure, but not both. The election occurs at the formal stage of either process.

B. An employee who elects to pursue the EEO Statutory Procedure, must contact an EEO counselor in order to try to informally resolve the matter. The employee must initiate contact with an EEO counselor within 45 calendar days of the matter which caused the employee to believe he/she was discriminated against or within 45 calendar days after the perception of discrimination. In the case of a personnel action, the contact must be made within 45 calendar days of the effective date of the action.

C. At all stages throughout the complaint process, the employee and designated representative are entitled to reasonable duty time to prepare and present an EEO complaint.

Section 7. It is agreed between the **Parties** that in the policies and practice of the **Union**, there shall continue to be no discrimination against any employee because of race, creed, color, sex, national origin, age, or physical or mental handicap.

ARTICLE 30- COMPETITIVE SOURCING & PRIVATIZATION **(CS&P)**

Section 1. The **Employer** may competitive source/privatize work in accordance with applicable laws and regulations. The **Employer** must determine that it is more efficient to CS&P the work.

Section 2. The **Employer** will give the **Union** as much advance notification as possible in order to give the **Union** the opportunity to negotiate the impact of a CS&P decision on bargaining unit employees.

Section 3. The **Employer** will make every effort to minimize displacement caused by work affected by a CS&P decision.

Section 4. Nonappropriated Fund BBA Procedures, in accordance with AFMAN 34-310, will be followed when employees are reduced in force.

ARTICLE 31--REPRODUCTION AND DISTRIBUTION

The **Employer** agrees to bear all costs for printing and distribution of the Agreement, and any future supplements thereto. Management further agrees to give each present employee of the unit a copy of the Agreement, and to post copies on all bulletin boards within the unit. The printing and size of the Agreement shall be no smaller than the Agreement presently enforced. Management will provide the **Union** with 100 copies of the Agreement.

ARTICLE 32 - DURATION AND EXECUTION OF AGREEMENT

Section 1. Effective date:

The effective date of this Agreement shall be the date of approval of the Agreement by the Defense Civilian Personnel Management Service, Field Advisory Services Division. This Agreement will remain in force and effect for three (3) years from the date of execution. Either party may give written notice to the other not more than 105 days nor less than 60 days prior to the 18 month anniversary of the execution date of its intention to reopen, to amend, and modify this Agreement.

Section 2. The proposed changes will be exchanged at an agreed upon time within thirty (30) days after receipt of the notice. Negotiations on the proposed changes will begin within thirty (30) calendar days after receipt of the proposals. Reasonable requests by either party for an additional extension of time for good and sufficient causes will be granted.

Section 3. This Agreement will be automatically renewed for a period of 3 years if neither party notifies the other of intention to negotiate supplements or a new agreement during the 105 to 60 day period prior to expiration.

Section 4. Either **Party** may unilaterally at any time request reopening of the Agreement in order to bring its provisions into conformance with subsequently published policies and regulations required by law or by the regulations of appropriate authorities.

Section 5. It is understood that the Agreement and any modifications thereof or supplements thereto will terminate at any time it is determined that the **Union** is no longer entitled to exclusive recognition under Title VII, Public Law 95-454. Termination of the Agreement does

not in and of itself terminate the Union's recognition. Modifications of or supplements to this Agreement require the same approval as the basic Agreement and these supplements will terminate at the same time as the basic Agreement.

Section 6. Where the renegotiations of this Agreement are pending or in progress and the parties are unable to complete such renegotiation by the termination date of the Agreement as a result of pending third-party proceedings involving a negotiability dispute, a negotiation impasse, or a question of representation involving employees in the unit, payroll withholding of dues of members of the **Union** shall be continued until resolution of the dispute or issue.

Signed this 21st day of June, 2000, at Shaw Air Force Base, South Carolina

FOR SHAW AIR FORCE BASE
LOCAL 1872

FOR AFGE,

Commander

President

APPROVED BY THE DEPARTMENT OF DEFENSE ON 10 JULY 2000; TO BE
EFFECTIVE 10 JULY 2000.