

***Nonappropriated Fund  
Collective Bargaining  
Agreement***

***Between***



***And***



***National Association  
of Government  
Employees (NAGE)  
Local R7-23***



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## PREAMBLE

In accordance with the provisions of 5 USC, Chapter 71, the following Agreement is entered into between Scott AFB, Illinois, hereinafter referred to as the "Employer" and the National Association of Government Employees, Local R7-23, hereinafter referred to as the "Union", - collectively referred to as the "Parties".

## WITNESSETH

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

WHEREAS, it is 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 5 USC, Chapter 71, to establish a basic understanding relative to personnel policies, practices and procedures and matters affecting conditions of employment, and to provide a means of amicable discussion and adjustment of matters of mutual interest.

WHEREAS, effective Labor-Management relations within the Federal Service require a clear statement of the respective rights and obligations of the Union and the Employer.

NOW, THEREFORE, the Parties hereto agree as follows:



## **ARTICLE 1 - EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT**

**Section 1:** The Employer hereby recognizes that the Union is the exclusive representative of all employees in the unit as defined in Section 2. The Union recognizes and accepts the responsibility for and agrees to represent in good faith the interests of all eligible employees in accordance with 5 USC, Chapter 71.

**Section 2:** The Parties agree this agreement is applicable to all Air Force non-appropriated fund employees located at Scott Air Force Base, Illinois. Excluded: Employees of the Army and Air Force Exchange, employees who are employed for six months or less based on specific event non-recurring, professional employees, management officials, supervisors and employees described in 5 USC 7112 (b)(2), (3), (4), (6), and (7).

## **ARTICLE 2 – PRINCIPLES AND POLICIES**

**Section 1:** In the administration of all matters covered by this Agreement, it is agreed that officials and employees are governed by will abide by applicable laws, rules, regulations, instructions, this Collective Bargaining Agreement (CBA) and established personnel policies. Before implementing future laws, rules, regulations, instructions, policies and practices that change conditions of employment, the Union will be notified and the Employer will bargain with the Union, upon request, over these matters to the extent required by law.

**Section 2:** It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal Service and well-being of employees, to establish a basic understanding relative to personnel policies, practices, procedures and matters affecting conditions of employment, and to provide a means for amicable discussions and adjustment of matters of mutual interest.

**Section 3:** It is an important principle and policy that no changes to working conditions shall be implemented without notice first being provided to the Union in accordance with Article 3. Any working conditions that are changed without such notice to the Union will be promptly brought to the attention of the HRO, who will advise management to reinstate the practice, upon request of the Union.

**Section 4:** There are no waivers either implied or explicit to any rights of the parties contained in this CBA.

## **ARTICLE 3 - MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATION**

**Section 1:** It is agreed and understood that matters appropriate for negotiation between the parties are personnel policies, practices and procedures related to working conditions which are within the discretion of the Employer, including, but not limited to, such matters as safety, training, employee services, methods of adjusting grievances, appeals, granting of leave, promotion plans, demotion practices, application of pay practices, and hours of work. The Union shall be free to initiate changes to personnel

policy, practices and working conditions at any time, except for matters that are specifically addressed in the CBA or negotiated agreements.

**Section 2:** In issuing, revising, or canceling rules and regulations relating to personnel policy, procedures, practices and matters of working conditions, the Employer shall give due regard to the obligations imposed by this Agreement and the provisions of 5 USC, Chapter 71. Before implementing new laws, rules and regulations or changes to existing ones, or otherwise changing personnel policy, practices or working conditions, the Union shall be provided written notice of intent and an opportunity to negotiate in accordance with the Statute. Such notice will normally be provided via e-mail, but may be provided to the Union's official mailing address or hand delivered. All other correspondence shall be provided to the Union using similar means. The HRO will be notified in a similar manner of any proposed changes initiated by the Union. The Union's proposed changes shall be signed by the President of the Local.

**Section 3:** New or revised higher headquarters regulations, directives and written policies that change personnel policies, practices and matters affecting working conditions of bargaining unit employees shall be provided the Union. The Union shall also be provided an original copy of new or revised base regulations, pamphlets or newsletters or policy letters which address matters affecting the working conditions of unit employees as such publications are published.

**Section 4:** It is recognized by the parties that timely good faith, win-win negotiations on issues stated in the Article are in the best interest of both the employer and union. Accordingly, it is agreed that if the Union desires to negotiate on a matter submitted to them by the employer, as stipulated in this Article, the Union will provide to the HRO, their written notice of intent to negotiate within fifteen (15) calendar days from the employer's notification. The Union agrees to make every effort to include their counterproposals to management's action at that time. Negotiations will normally begin within five (5) work days after receipt to the Union's proposal.

**Section 5:** The parties will strive to reach agreement within thirty (30) days on request from either party to bargain. If no agreement is reached, the parties will jointly contact the Federal Mediation and Conciliation Service (FMCS) for mediation assistance. If no agreement is reached through the FMCS, the party requesting negotiations will present the issues at impasse to the Federal Service Impasses Panel (FSIP) or an Alternate Dispute Resolution (ADR) panel at its option. If it goes to the ADR panel, the panel will make its recommendation to the parties in writing. If the recommendations are not acceptable to either party, either party may then request assistance from the FSIP. Recommendation of the ADR panel may not conflict with law or the CBA.

**Section 6:** The Employer will timely notify the Union and bargain with the Union as required by the Statute on such matters as the following, not all inclusive:

a. Any study, proposal or decision to contract-out any work or function that is done by unit employees.

b. Impact and Implementation bargaining, as applicable, over any reclassification of unit employees that results in downgrades.

- c. Any proposal or decision to furlough employees.
- d. Any changes to performance regulations.

**Section 7: Union-Management Committee:** Union president and/or stewards and HRO and first level supervisors if needed, will meet every 6 months (more frequently, upon mutual agreement) and confer with respect to personnel policy, practices and matters affecting working conditions for the improvement of communication, understanding and cooperation between employees and management. The initiating party will provide an agenda of the topics to be discussed. This arrangement in no way impacts the obligations of the Employer to notify the Union of proposed changes to working conditions, personnel policies and practices in accordance with Article II, Section 1, Article III, Section 2 and 5 USC, Chapter 71.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

Subject to Subsection (b) of Section 7106 of the Statute, nothing in this Agreement shall affect the authority of any management official:

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

b. In accordance with applicable laws:

(1) 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.

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

(3) With respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate source; and

(4) To take whatever action may be necessary to carry out the mission of the agency during emergencies.

#### **ARTICLE 5 - EMPLOYEE RIGHTS**

**Section 1:** The Employer and the Union agree that each employee in the unit has the right freely and without fear of penalty or reprisal, to form, join and assist a labor organization, or to refrain from any such activity and each employee shall be protected in the exercise of this right. Except as otherwise expressly provided in the Statute, the right to assist a labor organization extends to participation in the management of the organization and acting for the organization in the capacity of an organization representative, including presentation of its views to the officials of the Executive Branch, the Congress or other appropriate authority. The Employer shall take action required to assure that employees in the unit are apprised of their rights under this

section and that no interference, restraint, coercion or discrimination is placed within the unit to encourage or discourage membership in a labor organization.

**Section 2:** The rights described in this Article do not extend to participation in the management of the labor organization or acting as its representative where such participation or activity would be incompatible with 5 USC, Chapter 71 or other applicable legislation.

**Section 3:** Each employee has the right, regardless of whether he/she is a member of a labor organization, to bring matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, or regulations including presentation of their views to officials of the Executive Branch, the Congress, or other appropriate authorities.

**Section 4:** The parties agree that, if a bargaining unit employee believes that an interview/investigation may result in disciplinary action against the employee and the employee requests Union representation, that the examination will cease and that the Union will be provided an opportunity to be present if the Employer chooses to proceed with the interview. Reference to Fifth Amendment privileges: If an employee is compelled to provide information in a criminal interview/investigation, an employee must be advised that neither the answers given nor the information or evidence derived there from may be used in criminal proceedings against the employee, but that failure to answer material and relevant questions relating to the performance of duties may result in discipline. Employees will be informed annually of their rights under 5 USC, Chapter 71, Section 7114(a)(2)(b).

**Section 5:** Management recognizes and hereby agrees to grant to employees and the Union all rights as specified by the Statute.

## **ARTICLE 6 - UNION RIGHTS AND UNION REPRESENTATION**

**Section 1:** Management recognizes that the Union, through its duly elected or appointed representatives, as the exclusive representative of employees in the unit, is entitled to act for and to negotiate agreements covering all employees in the unit.

**Section 2:** The Union, as exclusive representative of the unit, is entitled to be given the opportunity to be present at any grievance presented by a unit employee or group of unit employees and any other formal discussion concerning personnel policy, practices and matters of working conditions.

**Section 3:** The Employer agrees to recognize duly authorized Union Representatives. The Union shall provide the Employer a complete list of all authorized representatives, together with the designation of the shop or designated work area each is authorized to represent, in June and December of each year, or whenever a change occurs, i.e., a designated representative is deleted or added, or their designated area is changed.

**Section 4:** Union Representatives who are not active employees shall have access to Scott AFB in accordance with security regulations. Examples of such representatives, not all inclusive are: Officers and Representatives of the National Union, employees of

the National Union, and local officers or representatives. The Union will notify the HRO when these representatives are scheduled to be at Scott AFB.

**Section 5:** Solicitation of membership dues and other internal business of the Union will be conducted during the non-duty hours of all employees concerned.

**Section 6:** The Employer and the Union agree that both shall make a concerted effort to obtain facts pertinent to problems, complaints or grievances. Further, substantive facts shall form the basis for consultation, discussion and resolution of problems and complaints. Both parties will make reasonable efforts to obtain sufficient information to invalidate rumors, or other unsubstantiated issues.

**Section 7:** The Employer will to the maximum extent possible avoid changing any Steward/Officer involuntarily from the shift and work area that he/she held at the time he/she was appointed/elected.

**Section 8:** Stewards and Union Officers who are members of the NAF bargaining unit will conduct their business with dispatch during working hours and shall not use their Union position for unwarranted absences from their work area. When leaving their work area, representatives of the Union shall first obtain permission from their supervisor. Permission will also be obtained from the supervisor of any employee being contacted. Supervisors will grant such permission unless a significant interruption of work would result. In the event permission is denied the supervisor(s) will explain the reasons for the denial and inform the employee when it may be permissible to leave or enter the work site. A reasonable amount of duty time shall be granted to Union Representatives for conducting the above requests. Union Representatives will report to their supervisor upon returning to their work site.

**Section 9:** NAF Union Officials will be allowed a reasonable amount of official duty time, not to exceed 4 hours per pay period, to conduct authorized Union business, not all inclusive are: consultation and negotiation with management; meetings with employees and other Union Representatives; perusing correspondence from management; researching, composing, typing, delivering answers to management correspondence; preparation of reports required of a labor Union, telephone conversations with employees and management; reviewing grievances to determine merits of arbitrating; representing the Union on panels and committees; representing an employee in a grievance; and reviewing personnel policies and procedures in connection with the processing of a grievance.

**Section 10:** NAF employees who are Union Officers and Stewards will be granted official time for formal training on labor relations matters of mutual interest to the parties. Such official time shall be granted to Officers and Stewards if otherwise in a duty status. The request for Official Time shall be requested in writing by the Union not less than ten (10) calendar days in advance of the proposed training. Such official time shall be granted as follows:

a. Sixteen (16) hours per year for each Officer and Steward for training in labor relation matters.

b. Requests for additional time beyond that described above will be considered on a case-by-case basis.

**Section 11:** The aggrieved and the Union Representative and any witnesses shall be allowed to go to the Union Office (on official time) to discuss a complaint in an attempt to bring about a prompt resolution, at the Union Representative's option. Employees must get permission from their supervisor prior to going to the Union office.

**Section 12:** Unit employees may designate the Union as their representative in such matters where lawful representation is allowed such as grievances, arbitration's, ULPs, and matters before the FLRA. Management will recognize such designations made in writing in this regard.

**Section 13:** Management will permit a Union designated representative of record or an advisor to the representative to be at formal hearings such as arbitration's, ULPs, and before the FSIP on official time. The Union may be allowed observers at these functions on official time for training and orientation purposes on a case-by-case basis with mutual approval.

**Section 14:** Management will provide the Union an electronic copy of each new applicable personnel series Air Force Regulation. Upon written request Management also will provide the Union access to available rules, regulations or directives which are normally maintained in the regular course of business and which are necessary for the administration of the Agreement.

## **ARTICLE 7 - HOURS OF WORK**

### **Section 1:**

a. A period of seven (7) consecutive days, beginning at 0001 Sunday and ending at 2400 on the next following Saturday constitutes the administrative workweek.

b. The regularly scheduled workweek consists of the specific hours during the administrative workweek that the employee is scheduled to work. Tours of duty normally will consist of five (5) consecutive eight (8) hour workdays, Monday through Friday.

c. The Employer retains the right to establish other tours of duty in accordance with applicable regulations.

**Section 2:** When there is a major change to an employee's duty hours or hours of a facility's operation, days or weeks that adversely impacts an employee, the Union will be notified seven (7) calendar days in advance along with the employee(s) so that the Union may request to negotiate. Notice of less than seven (7) calendar days may be given when management determines that the Employer would be seriously handicapped in carrying out its functions or that costs would be substantially increased. The notice will include inclusive dates of change, the work areas, office symbols and names of affected employees and the current and proposed hours. The Employer recognizes that some flexible employees have to work other jobs and will make reasonable efforts to accommodate them.

**Section 3:** An Employee may be permitted adequate time, after the start of his/her scheduled tour of duty, to procure tools and other equipment and make other Employer required preparations including donning duty related and required clothing before proceeding to their work site and will be allowed adequate clean-up time prior to lunch and at the close of each shift. Such time will be used to secure Government property and equipment in their possession, to clean and straighten up the work area and for personal hygiene. Such time allowed will be considered as time worked during the shift.

#### **Section 4: Lunch Periods**

a. Employees will be excused from their duties during their meal periods and will not be required to remain at their work area. In some cases, the employees will be authorized a 20-minute on-site paid meal period. Such meal periods are considered time worked and employees must spend the time in close proximity of their work areas. No more than six (6) hours can be worked without a duty free lunch period. However, if the Employer determines it necessary to assign work during this period, the employee must either be compensated for working during this period or be allowed to reschedule their lunch period.

b. Lunch periods will not be considered duty time. However, nothing shall preclude management from assigning work to the employee, if the Employer provides proper compensation.

c. Where three (3) eight (8) hour shifts are established, (e.g., 0800 to 1600, 1600 to 2400, 2400 to 0800) a lunch period of 20 minutes is authorized within the particular shift. The lunch period for on-site lunch will be considered as time worked for which pay is allowed and employees must spend the time in close proximity to their work areas.

#### **Section 5:**

a. Each employee is normally authorized a rest period of fifteen (15) minutes during each four (4) hours of the work schedule.

b. Rest periods are non-cumulative and will not be taken in conjunction with the lunch period, leave, or at the end of the work day.

c. Management recognizes that occasionally individual circumstances create a hardship whereby an additional rest period may be necessary.

**Section 6:** When an employee reports for work at the prescribed starting hour on a scheduled workday and is prepared for and remains capable of but is prevented from performing his/her regularly assigned duties by circumstances beyond his/her control, the Employer will make a sincere attempt to keep the employee gainfully employed by assigning him/her to other reasonable duties.

**Section 7:** Daylight Savings Time. A NAF employee who is working on a shift when daylight savings goes into effect is credited with the actual number of hours worked on that shift. For eligible employees, the hour lost as a result of the change is charged to appropriate leave category per the employee's request. An employee working a s h i f t

when the return to standard time is made is credited with the actual number of hours worked on that shift. Overtime, if applicable, and if the employee is eligible is paid.

**Section 8:** Federal holidays will be observed as provided by law or Executive Order.

**Section 9:** Tour of duty and shift assignments will be based on the specific skills, knowledge and qualifications required to accomplish the workload and provide the necessary balance of skills between shifts. Employee(s) shall be allowed to volunteer for tours of duty and shifts as they become open based upon the above criteria. Conflicts will be resolved in accordance with preference to senior employees using the Service Computation Date. Assignment of non-volunteers to shifts will be made on a rotation basis not to exceed four (4) pay periods from amongst the non-volunteers. Schedules will be posted on authorized bulletin boards of all work areas involved two (2) weeks prior to effective date of change.

**Section 10:** Employees of equal qualifications and grade who work shifts may exchange shifts or days off on a voluntary basis subject to the respective supervisor's approval. Such approval normally will be granted unless the exchange will interfere with or interrupt the mission of the organization. Such exchange:

a. Shall be within the same administrative workweek and in compliance with applicable laws and regulations.

b. Will be based on at least a 24-hour advance written request.

**Section 11:** When extra non-overtime hours are available in an organization they normally will be offered to qualified employees of that organization in order of seniority or Service Computation Date (SCD) if applicable.

**Section 12:** Employees may be allowed to work a flextime or compressed time schedule with supervisory approval.

**Section 13:** Supervisors in organizations that have Saturday and Sunday as an established tour of duty will consider volunteer's request to work these days on a permanent basis. Ties will be decided by SCD or seniority as appropriate when qualifications are equal.

**Section 14:** Employees may be granted minor deviations in the hours of work for the purpose of:

a. Participating in carpools and;

b. Facilitating the employees' use of public transportation to and from work. The granting of a minor deviation to participate in a carpool normally will be made after the employee has made reasonable efforts to participate in a carpool which is compatible to his/her existing duty hours. A request for a minor deviation will only be denied in writing and only for just cause to the Employee or his/her designated representative.

**Section 15:** Alternate Work Schedules:

a. Alternative work schedules (AWS) are flexible work schedules (FWS), compressed work schedules (CWS), and credit hours. A FWS allows an employee to determine his or her own schedule within the limits set by the agency. A CWS is comprised of less than ten 10 workdays per pay period. If eligible, credit hours are hours an employee elects to work, with supervisory approval, in order to meet mission needs that are in excess of the employee's normal work hours.

b. Employees desiring an alternate work schedule must request in writing and receive approval from their supervisor at least fourteen (14) calendar days prior to the start of the affected pay period. The supervisor reserves the right to alter or deny participation, but denial will only be for good cause where participation would adversely impact the mission. Adverse impact is typically defined as a reduction in productivity, a diminished level of service, or an increase in cost of operations. On a case-by-case basis, upon request and if practicable a supervisor may grant deviations to accommodate an employee's personal circumstances. In such instances, the employee will make the request as far in advance as possible.

c. An AWS will not restrict persons from working ordered and approved overtime. Under no circumstances will overtime be incurred to accommodate an employee's AWS.

d. Supervisors may remove employees from AWS in an emergency or in the event of employee abuse. Any extra accumulated hours will be considered as compensatory time and taken in accordance with established negotiated procedures. If a person is removed from an AWS they will return to a normal (8) hour schedule established by their supervisor.

Employee's participation in AWS will be limited to the schedules described below:

**Flexible Work Schedules:**

a. FWS: Participating employees may begin work at fifteen (15) minute intervals (i.e., on the hour,  $\frac{1}{4}$ ,  $\frac{1}{2}$ ,  $\frac{3}{4}$  past the hour) from 0600 to 0830. Employees will take a lunch period minimum of thirty (30) minutes to one (1) hour and must be compensated if required to work during their lunch period. Core hours will be from 0830-1430. During this period, all employees will be scheduled for duty. Departure time will be determined by adding eight (8) hours plus the amount of time taken for the lunch period to the employee's arrival time.

b. FWS 4-4-9: Employee works eight (8) nine (9) hour days and two (2) four (4) days per pay period. This affords the employee two one-half scheduled days off per pay period.

c. The FWS will be annotated on the time cards.

**Compressed Work Schedules:**

a. CWS 5-4-9: Employee works eight (8) nine (9) hour days and one (1) eight (8) hour day per pay period. This affords the employee one (1) scheduled day off per pay period.

b. CWS 4-4-10: Employee works eight (8) ten (10) hour days per pay period. This affords the employee two (2) scheduled days off per pay period.

Scheduled day off (SDO) is defined as having the same day(s) off each pay period. The scheduled days off do not necessarily have to be Monday or Friday.

c. The CWS will be annotated on the time card.

**Credit Hours:**

a. Only one credit hour is earned for each excess hour worked. Credit hours may be used with supervisory approval in the pay period in which they are earned, or carry over the maximum of 24 credit hours from pay period to pay period. Any hours in excess of the 24 maximum will be forfeited at the end of the pay period.

b. Employees on compress work schedules cannot earn credit hours.

c. All credit hours earned and used must be annotated on time cards.

**ARTICLE 8 - OVERTIME**

**Section 1:** It is agreed that the assignment of overtime is a function of the Employer.

a. The Employer agrees to make every effort to give employees as much notice as possible when overtime is required and further agrees to give due consideration to the employees' personal circumstances, especially where the employee is in a carpool or utilizes public transportation. Assignment of overtime will be made to qualified employees by SCD or date of hire as appropriate.

b. Seniority will be used in the distribution of overtime using the SCD as a tie breaker between employees where all other qualifications are the same. The most senior will be offered overtime first, then the second most senior, and so on until every like qualified employee has been offered overtime. In the event of a work area that has second or third shift requirements, management shall fill overtime requirements with unit member volunteers on that shift by SCD. If no volunteers are found for that shift and if practical, management should request volunteers from the other shift(s) (by SCD) before assigning mandatory overtime. With areas involving shift work, management shall consider a volunteer that has completed overtime as the last to be considered for the next overtime requirement.

c. Should a legitimate question arise regarding the equitable distribution of overtime, the supervisor will be required to maintain a list of overtime offered or worked by employee name and hours worked for the calendar year.

d. The Employer also will give due consideration to the desires of the affected employees in regard to the hours and days of overtime to be worked whenever a usually large amount of overtime is required.

**Section 2:** An employee may, upon request, be released from an overtime assignment if a qualified replacement is available and willing to work. However, if the Employer is unable to find a qualified replacement, the employee will work overtime, consistent with other provisions of this Article.

**Section 3:** Employees who are required to work overtime in excess of two (2) hours beyond their regular work shift shall at the end of the regular shift, be allowed a duty-free meal period without compensation. When the overtime period is four (4) hours or more of continuous work, a short rest period, considered as part of the time worked for which compensation is due, may be granted during the period of overtime work, using the same criteria in determining justification, and the same scheduling requirements as for rest periods during basic tours of duty.

**Section 4:** If an employee is directed to perform overtime either before or after a shift, and this will involve a period of waiting to perform the overtime, the standby time will be paid at the overtime rate in accordance with governing directives.

**Section 5:** When an employee is required, in writing, by his/her supervisor to remain home during a specified period of his/her off duty hours such place will be designated as the duty station (for the time specified) and all time therein shall be considered as time worked.

## **ARTICLE 9 - WAGE SURVEYS**

**Section 1:** The Union shall be notified, in writing, of the time and extent of locality wage surveys as scheduled by the appropriate Wage Fixing Authority.

**Section 2:** The Employer and the Union acknowledge that NAFI employee wages are established in accordance with applicable Department of Defense Wage Fixing Authority directives. The parties agree that Nonappropriated Fund Federal Wage Surveys will be conducted in accordance with existing or future laws and applicable government-wide regulations.

**Section 3:** The Employer agrees to give consideration to bargaining unit employees for participation on locality wage surveys. Unit employees considered will be based on a list submitted to the HRO by the survey area's predominant Union.

**Section 4:** In those instances where the Employer has the discretion to do so, the Union may designate at least two labor representatives to participate in locality wage surveys except where the locality wage committee asks for more Union designated representatives, the Union may designate up to the limit authorized.

**Section 5:** Upon written request from the Union, the Employer shall provide, in a timely manner, information relative to the status of ongoing or projected wage surveys.

**Section 6:** Employees shall receive all authorized pay raises as a result of Wage Surveys and annual COLA in accordance with applicable rules and regulations and directives.

## **ARTICLE 10 - SICK LEAVE**

**Section 1:** Employees are credited and responsible for using sick leave in accordance with applicable rules and regulations. The parties recognize the insurance value of sick

leave and will encourage employees to conserve sick leave so it will be available when needed. Management officials as well as Union representatives should set as good example in the use of sick leave.

**Section 2:** Sick leave shall be granted by the Employer to employees when they are incapacitated for the performance of their duties for reasons of sickness, injury, or other reasons as provided by leave regulations. Employees not reporting for work for reason as stated above shall furnish notice to their supervisor normally at the beginning of the shift and within two (2) hours after the beginning of their scheduled work shift. Employees who occupy positions on shift assignment that require one-on-one relief will notify the immediate supervisor or his/her designee on duty of the need for sick leave at least one (1) hours prior to the scheduled starting time except where circumstances prevent. When the employee's absence involves more than one (1) day off, daily contact will normally not be required.

**Section 3:** Sick leave for prearranged medical, dental, or optical examinations or treatment must be requested in advance on OPM Form 71, Request for Leave or Approved Absence, and approved by the supervisor.

**Section 4:** An employee may be advanced up to 30 days sick leave. Such leave will normally be granted in instances where the employee can reasonably be expected to return to duty long enough to repay the sick leave advanced. The request will be made in accordance with the appropriate regulation(s).

**Section 5:** An employee returning from extended sick leave, or one who has suffered a disabling injury or illness will not routinely be required to be examined by a doctor as a condition for resuming their normal duties. If there is a reasonable doubt of their ability to return to his normal duties without risk to themselves or others, the Employer may require the employee to provide sufficient medical documentation prior to the employee resuming their normal duties.

**Section 6:** Any use of sick leave substantiated by medical certificate will not be considered by the Employer as an abuse of sick leave if and when the employee is issued a letter in relation to abuse of sick leave.

**Section 7:** Employees shall be allowed to substitute annual leave for sick leave if the leave is requested before it is forfeited. Annual leave cannot be substituted retroactively for sick leave previously taken as a means of avoiding a forfeiture of annual leave at the end of the leave year.

**Section 8:** Sick leave of more than three consecutive work days should be supported by a medical certificate. A medical certificate is a written statement used to certify that an employee's sick leave absence is legitimate. Information on the certificate will specify the inclusive period of time for which the employee was unable to work. Normally a medical certificate will be signed by the attending physician (or his/her authorized representative). The certificate shall include a statement of the nature of the illness in instances where an employee has a contagious disease.

**Section 9:** When an employee (non-probationary) is reemployed by another NAFI, sick leave credits are transferred by the losing NAFI to the gaining NAFI, if the person is

placed in the gaining NAFI within 180 calendar days and if the individual was not retired from the losing NAFI and received service credit for unused sick leave according to applicable regulations.

**Section 10:** Sick leave due to exposure to a contagious disease must be supported by a medical certificate. An employee who requests sick leave because a family member has a contagious disease must present evidence to show that the family member required the employee's care and attendance, as well as the fact that the disease is one that required quarantine or isolation.

## **ARTICLE 11- ANNUAL LEAVE**

**Section 1:** Regular employees earn annual leave in accordance with applicable regulations. Annual leave is a right of an employee in that its accrual may not be denied. Annual leave will be requested in advance on the OPM Form 71, Request for Leave or Approved Absence and approved by the supervisor, normally within seven (7) calendar days. The service computation date, where applicable or date of hire for flex employees, will be the determining factor in granting employee vacation periods in case of conflict with work schedules. The Employer will grant annual leave as requested by the employee, except for emergency reasons related to mission and workload requirements.

**Section 2:** Emergency leave is subject to the approval of the Employer. As a matter of policy, annual leave will normally be granted in instance of bonafide emergencies. The supervisor will give due weight to the employee's situation and the impact to the mission of the organization.

**Section 3:** Employees may request an advance of annual leave from their supervisor in accordance with the appropriate regulation.

**Section 4:** Annual leave which would otherwise be forfeited may be restored when it is lost because of exigencies of the service or sickness of the employee, if use of the leave was scheduled in advance.

**Section 5:** Management will not require employees to take annual leave when another form of leave would be appropriate.

**Section 6:** Absence for paternity reasons will be granted to regular category male employees to allow for assisting in or caring for minor children or the mother of their newborn child while she is incapacitated, in accordance with applicable regulations.

## **ARTICLE 12 - LEAVE WITHOUT PAY**

**Section 1:** An employee's request for leave without pay (LWOP) will be requested on an OPM Form 71, Request for Leave or Approved Absence, to the immediate supervisor as far in advance as possible. The employee will receive an approval or disapproval within five (5) workdays from the supervisor. The request will be approved or disapproved in accordance with applicable laws and regulations. Such requests will be approved subject to workload and mission requirements.

**Section 2:** Employees returning to duty from approved leaves of absence, will be granted such rights, privileges and seniorities to which they may be entitled at that time in accordance with applicable statutes and regulations.

**Section 3:** Employees in an approved Leave Without Pay status shall accrue all rights and privileges in respect to retirement status and coverage under the Nonappropriated Fund Group Life Insurance and Nonappropriated Fund Federal Employee Health Benefits Program to which they are entitled in accordance with governing directives.

**Section 4:** Transfer, Head of Household.

a. Regular employees who are a dependent of either (1) a military member who is head of household, (2) a federally employed person who is head of household, or (3) a non-federally employed person who is head of household, (hereinafter referred to as "sponsor"), and who must resign from his/her Nonappropriated Fund (NAF) position due to an Employer's transfer of such a sponsor, is entitled to LWOP for up to 150 days in order to avoid a break in service.

b. If a regular employee wants LWOP, the employee must submit to his/her supervisor a request on Office of Personnel Management Form (OPM) Form 71, Application for Leave. The employee must also submit evidence acceptable to the approving authority that the employee's sponsor is being transferred by the sponsor's Employer. If the request is approved, the employee must also submit his/her resignation to take effect on the last day of the LWOP period.

## **ARTICLE 13 - EXCUSED ABSENCE**

**Section 1:** All employees in positions necessary for the maintenance of essential base services are expected to report for duty when the base is closed. Any mission essential employee, who after making a concerted effort to report for duty, is unable to do so because of reasons beyond his or her control, whose services are judged not to be necessary to the maintenance of essential base services and who are scheduled to work, will be granted an excused absence. It is understood that a flexible employee who is released early is entitled to be paid only for the time worked.

**Section 2:** Excused absences will be granted to employees desiring to review their official personnel folder. Employees may be permitted to do so by making an appointment through their supervisor with the Human Resources Office.

**Section 3:** Registration to vote, military training and civic activities will be allowed in accordance with Agency regulations.

**Section 4:** An employee may be excused from duty for not more than three (3) workdays to make arrangements for or to attend the funeral of an immediate relative who dies as the result of wounds while serving in the Armed Forces in a combat zone. Appropriate leave will be granted for the death of other family members in accordance with Agency regulations.

**Section 5:** Employees who volunteer as blood donors may be excused without charge to leave for up to four (4) hours for the purpose of donating blood, travel, testing and

recuperation. Additional time shall be allowed where unusual need for recuperation exists and where an employee must travel beyond Scott AFB.

**Section 6:** The Employer will make every effort to maintain the indoor working environment at work areas as close as possible to that established by governing directives. It is recognized by the parties that any administrative excusal of employees because of adverse temperature shall be at the Employer's discretion and in accordance with the provisions of governing laws and regulations. However, when the Employer is unable to maintain an indoor working environment where the temperature allows employees to effectively perform the mission, the Employer will take expeditious action to notify the appropriate Commander who has the authority to administratively excuse employees.

#### **ARTICLE 14 - ENVIRONMENTAL DIFFERENTIAL PAYMENT (EDP)**

**Section 1:** The Employer agrees to pay all qualifying employees environmental differential payment and hazard pay in accordance with the criteria established by applicable guidelines and instructions.

**Section 2:** EDP is approved IAW applicable guidelines and instructions. The Employer will consider the recommendations of Wing Safety, Bio-Engineering and the Union before deciding if EDP is appropriate.

#### **ARTICLE 15 - CIVIC RESPONSIBILITIES**

**Section 1:** When an employee is under summons to serve on a jury or to qualify for jury service or other civic duties stated in "a" below, time lost from his/her normal working tour of duty will be charged to court leave and the Employer will pay him/her in accordance with applicable regulations.

a. In the event a regular employee is called to jury duty or summoned as a witness in a judicial proceeding to testify in a non-official capacity on behalf of a state or local government he/she will be entitled to court leave. The court may be county, state, federal, municipal or military. When an employee is summoned to testify in a non-official capacity on behalf of the U.S. Government or District of Columbia, he/she will be in an official duty status. When an employee is summoned to testify in his/her official capacity in a judicial proceeding, he/she will be in an official duty status.

b. All regular employees are eligible for court leave to serve as a witness on behalf of the state, county, municipal and U.S. Government or for jury duty. Court leave will be granted for the days when service is rendered to the court during the employee's regularly scheduled tour of duty.

c. When an absence for court service is charged to court leave the employee will accept court fees and will turn in all such fees received to the Nonappropriated Fund Instrumentality for appropriate disposition. Actual and necessary expenses incident to court services may be retained.

d. When a regular employee is called for court service, either as a witness or juror, the court order, subpoena or summons will be submitted to the immediate

supervisor as far in advance as possible. Upon return to duty, written evidence of attendance at court showing the times and hours, if possible, of the service may be required. If an employee is excused or released by the court for any day or substantial portion of a day, he/she is expected to return to duty.

**Section 2:** Regular employees scheduled for work on an election day and who are eligible to vote in such an election, will, upon request, be excused without charge to leave or loss of pay as follows:

a. Where the polls are not open at least three hours either before or after an employee's regular hours of work, he/she will be granted an amount of excused absence which will permit him/her to report for work three hours after the polls open or leave work three hours before the polls close whichever requires the lesser amount of time off.

b. The employee's request will be made as far in advance of election day as possible but not later than the day before and will be directed to the immediate supervisor so that he/she can make appropriate plans to reschedule his/her work load.

c. In exceptional cases, when the time limitation stated in subsection 2a above would provide insufficient time to vote, individuals may be allowed additional time off based on valid justification presented to the supervisor.

**Section 3:** The parties recognize that local and national health, welfare and emergency relief organizations depend largely upon voluntary contributions for successfully achieving their objectives. The parties encourage employees as individual citizens and as members of a community to contribute voluntarily to worthwhile organizations as a part of their personal responsibility as citizens.

**Section 4:** Voluntary giving is fundamental to Federal fundraising activities. Coercion or required amounts will not be practiced.

## **ARTICLE 16 - BUSINESS-BASED ACTIONS**

**Section 1:** A Business Based Action (BBA) is a reduction in employment category or pay rate, a change to lower grade or pay band, a furlough of eight calendar days or more, or a separation action initiated by management for non-disciplinary reasons.

**Section 2:** The Employer agrees to do everything possible to avoid or minimize a BBA by restricting recruitment and promotions, by meeting ceiling limitations through normal attrition, and by reassignment of surplus employees to vacant positions authorized for staffing. The Employer agrees to notify the Union as far in advance as possible of implementation of officially approved BBA affecting the unit. The Employer agrees to provide the following information at the time of notification so that the Union may request to bargain over the change, in accordance with applicable law, rules regulations. If the bargaining is not completed within two (2) weeks of notification, the Employer may implement, but will engage in post-implementation bargaining if requested by the Union.

a. Detailed reason(s) for the anticipated BBA.

b. A listing of actions and/or positions abolished which precipitated the BBA together with a listing of vacancies.

c. A copy of applicable BBA retention registers.

d. Access upon request by a Union Representative, to an updated working copy of retention registers following the issuance of BBA notices to employees in the bargaining unit.

**Section 3:** Employees who because of BBA are scheduled for separation or downgrade shall be offered mandatory placement in a vacant bargaining unit position which the Employer chooses to fill at the grade for which they qualify which does not exceed their current grade. Such placement opportunity shall be for a period of two (2) years.

**Section 4:** BBA procedures will only be 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. Employees are affected by BBA only if so identified and will be ranked against other unit employees in the same employment category, occupational series, grade or pay band. The employee's current and previous two performance ratings will be used in the ranking process. Where less than that exists, a presumptive fully successful rating will be applied.

**Section 5:** Reemployment Priority List (RPL). An employee separated by a BBA will be placed on a reemployment priority list and have priority placement rights in the NAF activity from which separated (e.g., Scott Club, Bowling Center) and priority consideration rights at other DoD NAF activities in the commuting area (100 mile radius). The employee will remain on the RPL until re-employed or until one (1) year after the date of separation, whichever occurs first. A person on the RPL will be offered a vacant position in the NAF activity from which he/she was separated; and offered priority consideration for vacant positions in other DoD NAF activities in accordance with guidance in the appropriate regulation and/or directive.

**Section 6:** The Employer will provide placement assistance to affected employees who are scheduled to be separated as a result of a BBA by contacting local civilian Employers, employment offices, and other DoD components in the commuting area.

## **ARTICLE 17 - POSITION GUIDES, POSITION DESCRIPTIONS AND CLASSIFICATION**

**Section 1:** Any employee in the bargaining unit shall be permitted to consult with his/her immediate supervisor on an informal basis for the purpose of reviewing his/her position guide and/or position description.

**Section 2:** The right to review/appeal his/her position title, series, or grade is retained by the employee and will be in accordance with applicable laws and regulations.

**Section 3:** All employees covered by this Agreement will have an official position guide and/or description provided to them at the time they are assigned to duty. The Employer

retains the right to classify Nonappropriated Fund (NAF) positions and assign duties in accordance with the Statute. Supervisors will notify the employee of any subsequent changes to the job descriptions. The supervisor and employee will initial these subsequent changes and the employee will receive a copy. Job descriptions will be written based upon the duties and responsibilities assigned to positions. Positions that are mission essential will be documented on the position description. All personnel in such positions will be notified.

**Section 4:** The Employer agrees to assign employees to work essentially in accordance with official job descriptions.

**Section 5:** The parties agree that the phrase “and other related duties” as used on a position description, shall be interpreted within reason by supervisors.

## **ARTICLE 18 - JOB PERFORMANCE STANDARDS AND PERFORMANCE EVALUATIONS**

**Section 1:** Performance standards prescribe the quality, quantity, and timeliness of job performance that are essential for satisfactory performance in a specific position. Performance standards are established in writing on the appropriate position description.

**Section 2:** Performance standards will be established in writing by the supervisor within 30 days of the employee’s entry to duty. Employees’ views on the standards will be considered during the creation of the standards.

**Section 3:** Annual evaluations will be completed on all employees with at least 90 days of employment. The rating period is from 1 Oct to 30 Sep of the following calendar year. The rating is performed within 30 days by the appropriate supervisor for the previous 12 months (1 Oct - 30 Sep). If an employee’s supervisor leaves within 90 days of the close-out period, he/she will complete the evaluation prior to departure. In the case of dissatisfaction, it is agreed that the employee may grieve their rating at the time of the final rating.

**Section 4:** Any employee who is not performing a requirement of the position in accordance with the written performance and requirements for that employee, will be advised in writing of the exact performance requirement not being met. Regular employees will be given a sixty-day improvement period; flexible employees with more than one year tenure will be given a thirty-day improvement period; other employees will be given seven to thirty-days as determined by the supervisor. All employees will be provided help, which may include training, in overcoming the deficiency and will be counseled weekly as to progress and the counseling will be documented.

**Section 5:** The supervisor’s appraisal of the employee will be discussed with the employee in private. The employee has the right and will be encouraged to freely and orally state his/her views and make remarks where appropriate. The supervisor’s appraisals must be based on a continuous (regular) process of observation and evaluation of the employee’s actions and the results he/she achieves. Appraisals must be based on a factual and thorough knowledge of performance and the conditions under which the work is performed.

**Section 6:** The supervisor/employee discussion of the employee's performance will provide the employee with a solid basis for orientating his/her job behavior and setting his or her personal goals.

**Section 7:** The granting of step increases for crafts and trades and pay raises for pay banded employees are based upon a positive determination that the employee is performing at an acceptable level of competence. Determination must be made in the light of work requirements of the particular position or such specific work standards as may have been established. This requires consideration not only of the required quantity and quality of work but also other essential elements such as personal characteristics and aspects of conduct which have a direct bearing on performance.

**Section 8:** A performance requirement is an established standard understood by the employee as to what is considered satisfactory performance. The application of performance requirements for any job must be reasonable and attainable.

**Section 9:** The Parties agree that the primary objectives of any evaluation system based on performance should include as a minimum:

- a. Improving individual performance.
- b. Strengthening supervisor and employee relationships.
- c. Acknowledging employee accomplishments and good work.
- d. Making and keeping Employees aware of their supervisor's evaluation of their current performance.

**Section 10:** The supervisor and employee will discuss the performance plan at the beginning of the rating period. In addition, at least one progress review will be held with each unit employee, normally at the midpoint of the appraisal period. Additional discussion will be held when the supervisor feels they are warranted and when requested by the employee. If necessary, the supervisor will explain how the employee can improve his/her performance. Progress reviews will be documented using prescribed forms and entered into the employee's 971 file.

**Section 11:** In determining award amounts, supervisors will treat employees fairly.

## **ARTICLE 19 - DETAILS**

**Section 1:** The Employer retains the right to assign work in accordance with applicable laws. In the event a problem arises with respect to assignment of duties and responsibilities of a given job and/or jobs affecting the employees in the unit, the Union may bring such matters to the attention of the operating officials. The Employer agrees to consider and render a decision in writing regarding the views and recommendations of the Union in reference to the duties and responsibilities of the employee(s) affected. Details to positions of work assignments requiring a different skill will be based on a bonafide need. Employees detailed will be given instructions regarding the nature of the duties and responsibilities to be performed. Details are intended only for meeting temporary needs of the Agency's work program when necessary services cannot be

obtained by other desirable or practicable means. The Employer is responsible for keeping details within the shortest practicable time limits and assuring that details do not compromise the open-competitive principle of the Merit system or the principles of job evaluation.

**Section 2:** The supervisor will record all details on the Supervisor's Record of Employee, AF Form 971.

**Section 3:** If detailed to duties separate and distinct from those of the employee's official position description, he/she will be informed by the supervisor to whom detailed of the duties to be performed. An employee who has completed details to equal or higher level skills accumulating to thirty (30) days may complete an AF Form 2550, or if superseded, appropriate form, which his/her supervisor will certify and forward to the Human Resource Office for inclusion in the employee's personnel folder. When it is known that a unit employee will be required to perform the duties of a higher graded position for more than 30 days and the employee is qualified for promotion, a temporary promotion will be used in lieu of a detail.

**Section 4:** An employee who is detailed to a lower graded position, for any duration shall receive the salary attached to his/her official position consistent with applicable Air Force regulations.

**Section 5:** Details to positions or work assignments requiring a different skill will be based on a bonafide need. Employees detailed will be given instruction regarding the nature of the duties and responsibilities to be performed.

**Section 6:** No employee shall be continually assigned or required to perform a function for more than 180 days without due consideration of the necessity of establishing a permanent job.

## **ARTICLE 20 - PROMOTIONS, PLACEMENT, AND HIRING**

**Section 1:** The purpose of this Article is to insure that all promotions, placements and hiring's are made on merit basis by means of consistent, systematic procedures so that employees are given the opportunity to develop and advance to their full potential. Fill actions will be free from favoritism, nepotism, patronage or discrimination.

**Section 2:** Employment Procedures.

a. The Employer will accept applications for all positions on a continuous basis and retain applications for 90 days. A recruitment list of all NAF positions will be posted on the HRO bulletin board.

b. Management will post newly created position announcements on all bulletin boards to fill each position and will forward a copy electronically to the NAGE office. The announcement will be posted for a minimum of 7 calendar days and as a minimum will contain the following:

1. Open date

2. Location of the position
3. Duties of the position
4. Qualification requirements
5. Closing date
6. Statement of Equal Opportunity Employment

**Section 3:** The Employer agrees that it will advertise all unit positions in accordance with the provisions in Section 2 above except that positions filled through priority placement actions of downgraded and BBA employees are exempt. The Employer agrees that any unit employee may apply for any vacancy during its posting period.

**Section 4:** Unit employees downgraded through no fault of their own will be offered the highest competitive promotion to vacancies which are not above the highest position from which downgraded and for which they qualify.

**Section 5:** Employees who are promoted to a position with a requirement for a longer probationary period must serve the entire new probationary period.

**Section 6:** Managers may reassign employees to other positions within the activity, and within the same employment category and pay plan or pay band at any time to promote the efficiency of the organization. Voluntary reassignment will be solicited.

**Section 7: Promotions**

- a. Crafts and trades employees. Promotions are processed in accordance with applicable regulations.
- b. Pay Band Employees. When promoted from a pay band to a higher pay band, receive a minimum of 6 percent increase.

**Section 8:** Probationary Periods. Employees serving on regular appointments will serve a probationary period as follows:

- a. Pay Band NF-I - NF-II employees must serve a six (6) month probation.
- b. Pay Band NF-III - NF-VI employees must serve a 12 month probation.
- c. Child Development employees must serve a 12 month probation.
- d. Crafts and Trades employees must serve a six (6) months probation.

**Section 9:** 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.

**Section 10:** Employees who missed consideration through no fault of their own may apply for positions which are advertised outside the minimum area of consideration.

**Section 11:** Any selection criteria utilized by the selecting official will be uniformly applied to all candidates referred to the selecting official.

**Section 12:** The Employer agrees that non-job-related matters shall not be considered during the selection/promotion process.

**Section 13:** In cases where an employee does not perform satisfactorily in a position to which promoted, the Employer agrees to consider returning the employee, upon request, to his/her former (or a like) position, if the employee was promoted to his/her current position within the previous year.

**Section 14:** The Employer agrees that as one means of responding to employee inquiries any candidate referred for consideration who is not selected will upon written request be entitled to the criteria upon which the selecting official based the selection and the written reasons for non-selection.

**Section 15:** Employees may update their personnel files at any time.

**Section 16:** Employees desiring a lateral transfer or change to lower grade may submit a written request for same directly to the Human Resource Office.

**Section 17:** Part-time employees shall be allowed to apply for full-time openings.

**Section 18:** Management will expeditiously process all promotion actions. Promotions will be effected no later than the first day of the pay period following one full pay period after the pay period in which the employee has been selected for the new position. Promotions for employees selected for positions requiring a final security clearance will be advised that the selection is tentative pending the granting of a final security clearance for the position.

## **ARTICLE 21 - SAFETY AND INDUSTRIAL HYGIENE**

**Section 1:** It is agreed that comfort and aid to injured individuals shall be of prime concern to the Employer and the Union.

**Section 2:** The Employer will exert every reasonable effort to provide and maintain safe working conditions and industrial health protection for employees. The Union will cooperate to achieve that end and will encourage all employees to work in a safe manner.

**Section 3:** The Employer agrees to furnish and maintain safety equipment and foul weather gear where necessary and as authorized by applicable regulations. Employees will wear/use furnished safety equipment in accordance with applicable guidance.

**Section 4:** No employee shall be required to work in areas where conditions are detrimental to health without proper protective equipment and safety measures.

**Section 5:** The Employer will continue to offer proper emergency medical treatment for employees while on work status.

**Section 6:** An employee is encouraged to call to the attention of the Employer conditions in a work area which tend to become a hazard to the health or safety of the employee.

**Section 7:** Insect spraying in offices or buildings where employees are present will be accomplished in a manner so as to minimize its effect on the employees. Upon the request of an affected employee and to the extent possible the supervisor will permit the employee to temporarily perform his/her duties outside the sprayed area.

**Section 8:** At the employee's request, the supervisor will arrange for assistance to be provided in those instances where the employee is unable to lift unusually heavy or bulky items.

**Section 9:** All employees who handle either food or beverages must have a current Food Handler's Certificate on file with their supervisor at all times. Some positions also require a medical certificate. Certificates will be maintained in accordance with applicable regulations. Employees will be notified in adequate time to keep certificates current.

**Section 10:** Management shall maintain an occupational safety and health committee in accordance with applicable regulations. The Union will be provided a copy of the minutes. The Union may appoint a regular and alternate representative to serve on the Scott Air Force Base Safety committee.

**Section 11:** Employees will be allowed adequate cleanup time prior to the close of their shift. The time allowed for cleanup cannot be specifically defined as to meet all situations.

**Section 12:** The Employer shall investigate possible safety hazards. They will inform responsible parties and initiate action to correct hazards in accordance with applicable regulations in a timely manner.

**Section 13:** Employees will not be required to utilize their privately owned vehicles to perform government business. When motor transportation is necessary, it will be provided by the Employer. Steps and handholds will be provided on stake and platform type trucks used to transport workers. The Employer will make every reasonable effort not to transport employees in uncovered vehicles during cold or inclement weather. Adequate safety practices will be adhered to when employees and material are transported on the same vehicle. (Does not apply to Pronto Pizza delivery vehicles).

**Section 14:** Physical Examinations. Employer will maintain a program of physical examinations consistent with Department of Air Force standards for an occupational health service program. When scheduled for occupational health examinations, employees will be present at the appropriate time and date. If unable to be present at the designated time and date, supervisors will reschedule the appointment.

**Section 15:** When an employee has sustained a work connected injury and is ordered by licensed medical professional, documented by acceptable medical evidence to his/her home for convalescence or healing purposes, no supervisor will contact the employee with the intent of advising him/her to return to work contrary to medical instructions. The employee will provide their supervisor with acceptable medical evidence stating their diagnosis, prognosis, and expected time frame for their return to duty. Employees on continuation of pay (COP), LWOP pending Office of Worker's Compensations Programs approval of compensation, will contact their immediate supervisor not less than once every week during their absence, provided the employee is advised of this requirement prior to starting COP or LWOP. Employee's returning to work from a work connected injury must have acceptable medical documentation stating they are able to return to work and list any limitations that would need to be adhered to.

**Section 16:** The Employer shall comply with all applicable laws and regulatory requirements in the letting of contracts for the abatement of asbestos and other fibrous material. The Employer will also comply with applicable regulations in the abatement process.

**Section 17:** Management shall maintain an occupational safety and health committee in accordance with applicable regulations. The Union will be provided a copy of the minutes on an automatic basis.

**Section 18:** When employees work in remote areas, periodic checks shall be made by supervisors, or others.

**Section 19:** The Employer will give due consideration to the qualifications and/or training of an employee before requiring the employee to repair or adjust moving or operating machinery.

**Section 20:** Clean and adequate eating facilities will be furnished by the Employer as close as reasonably possible to the work site for employees to use during the lunch period.

## **ARTICLE 22 - DISCIPLINARY ACTIONS**

**Section 1:** Disciplinary actions will be taken only for just cause. The penalty will be appropriate for the Offense. When the Employer intends to suspend, remove, terminate or demote any employee (a flexible employee with less than one (1) year of service may be terminated for any valid reason but only with just cause, with a minimum of 24 hours notice) that employee will first be given a 15 calendar day written notice with an opportunity to respond to the proposal. A reduction of the 15-day notice period may be reduced to as little as 24 hours if

a. Retention of the employee during the notice period will result in damage to or loss of property or funds; or impose an undue risk to the safety or welfare of the employee, other employees, or the general public; or

b. There is reasonable cause to believe the employee has committed a crime for which a prison sentence may be imposed.

**Section 2:** It is the disciplined employee's responsibility to notify the Union if he/she so desires.

**Section 3:** Counseling shall not be considered disciplinary in nature. Counseling shall be based upon facts. Unless disciplinary action has been initiated, records of counseling (which could lead to disciplinary action) will be removed from the employee's AF Form 971 file at the end of the six (6) month period after the date of the entry. It is agreed that oral admonishments and written reprimands will be removed from the employees' 971 file within a period not to exceed two (2) years of the effective date of the discipline. Upon request of the disciplined employee, the supervisor will consider removing the entry from the 971 file after a lesser period of time. However, it is agreed that in all instances, such entries will remain for a minimum of six (6) months. The Employer will give due consideration to all factors involved when imposing discipline, including the gravity and frequency of the offense, the existence of mitigating circumstances, and the employee's prior record.

**Section 4:** All disciplinary actions, except oral admonishments and reprimands, will first be proposed in writing and provided to the employee. The proposal shall state the exact reasons for the discipline and shall notify the employee of their right to respond orally and in writing; the right to have a least 4 calendar days to prepare a response; the right to contact the Union for representation; of the Union's address and telephone number; the right to reasonable official time to prepare a response; the fact that the proposed discipline will not be implemented until a timely response is considered, but in no case sooner than 15 calendar days. Refer to the regulations for procedures applicable to extreme cases.

**Section 5:** Upon request, an employee (or his/her designated representative) will be permitted to review the supervisor's record of the employee (AF Form 971 file). Normally, the file will be reviewed at the time of the request. However, the employee (or designated representative) will give as much notice as possible of his/her desire to review the file.

**Section 6:** It is agreed that a unit employee's off-duty conduct shall not support a disciplinary action unless the Employer can demonstrate that the conduct affected the employee's job performance or the conduct meaningfully involved the Employer or was otherwise detrimental to the efficiency of the service.

**Section 7:** Where a written complaint is received and would be attached to or annotated on an AF Form 971 or otherwise used for any adverse or disciplinary action, the employee will be advised of the complaint and upon request be provided a copy to include management's response.

**Section 8:** When the supervisor counsels an employee or documents their record with a derogatory comment, which could be used for any future adverse or disciplinary action, the employee will be offered the opportunity to initial the entry within seven (7) calendar days. The employee must sign the entry. Failure of the employee to initial the entry or of the supervisor to offer this opportunity may result in lessening the parties' position, if

contested, as applicable. The employee's initials do not mean agreement. The parties agree that an employee cannot change behavior unless they are made aware of the problem. Either party not abiding by the above procedures may lessen their position in regard to the creditability of the entry.

**Section 9:** Derogatory entries, other than those referenced in Section 3, shall be removed from an employee's file after a period of twelve (12) months unless a disciplinary action is pending or after they are no longer needed to support a disciplinary action, whichever is the shortest amount of time.

**Section 10:** Employees shall be provided a copy of any records pertinent to them within seven (7) calendar days, upon written request for the records by the employee.

**Section 11: Voluntary Alternative Discipline:** Employees facing proposed suspension(s) without pay may request alternative discipline. The supervisor may approve alternative discipline if applicable to the offense. The employee will sign a discipline agreement prepared by the supervisor and coordinated by the HRO. The discipline agreement will include:

- a. Employee's admission of fault or wrongdoing
- b. Employee's commitment to improve future conduct
- c. Acknowledgment of the penalty being replaced
- d. Statement that future offenses will result in more severe discipline
- e. Employee's waiver of grievance of appeal rights.

Supervisors have a full range of penalties to choose from including but not limited to reduced suspensions, financial restitution, community service, and donations of leave. The supervisor, employee and Union representative (if desired) must agree on the penalty within ten (10) calendar days. The Employer will not endure any financial obligations as a result of any voluntary alternative discipline agreement. The agreement will remain in the employee's 971 file and Official Personnel Folder for up to two (2) years. Failure to reach agreement will in no way preclude management from pursuing or completing a disciplinary action.

## **ARTICLE 23 - EMPLOYEE ASSISTANCE PROGRAM**

**Section 1:** The Employee Assistance Program (EAP) is a service that helps civilian employees find solutions to alcohol or drug abuse problems as well as other personal, family or financial problems. There is no charge for EAP consultations. Depending on the nature of the problem, employees may be able to take part in on-base classes, assistance programs or support groups free of charge. However, employees are responsible for any costs associated with off-base assistance programs.

## **ARTICLE 24 - NEGOTIATED GRIEVANCE AND ADR PROCEDURES**

**Section 1:**

a. The purpose of this Article is to prescribe an exclusive grievance procedure for the processing of grievances.

b. Employee(s) may present their own grievances under this procedure provided the Union has been given the opportunity to be present at the adjustment of the grievance and the adjustment is not inconsistent with the agreement. The Employer agrees to provide the Union the opportunity to be present at any formal discussion between the employee and his or her supervisor(s) regarding the grievance. It is agreed that all the discussions and meetings defined in all three (3) steps in Section 10 of this article are formal.

c. Employees may not be represented under this procedure except by a representative(s) approved by the Union.

## **Section 2:**

a. The parties encourage normal day-to-day discussions between employees and supervisors. The parties recognize, open communication is the most constructive means of developing effective work relationships for the orderly consideration and resolution of concerns .

b. It is the policy of the Employer that all employees will be treated fairly and equitably. Employees and representative(s), (if representation is used) will be unimpeded and free from restraint, coercion, discrimination, or reprisal.

c. Grievances must be taken up with the employee's immediate supervisor or the originator of the action, if other than the first-level supervisor, within 14 calendar days after the occurrence or when the employee became aware of the matter. No grievance will be filed or considered at a later date. In the event a grievance is filed with someone other than the immediate supervisor, he/she will be provided with an informational copy.

d. Disputes over what is subject to this procedure will be referred to an arbitrator.

**Section 3:** Time limits may only be extended by mutual agreement of the parties.

**Section 4:** A grievance is defined as a request by any bargaining unit employee or group of employees acting as individuals, the Union or the Employer for appropriate relief in a matter of concern or dissatisfaction which is subject to the control of the Union or Employer. The sole exclusions to this procedure follow:

a. Any violation of law relating to prohibited political activities by Federal Employees;

b. Any matter pertaining to the Federal employee retirement, life insurance or health insurance;

c. Any suspension or removal on the grounds of national security;

d. Nonselection from a properly certified list of applicants (including appointments, promotion or reassignment to a position at the same or higher rate of

pay). However, an affected employee may grieve instances where non job related matters were considered by management officials during the selection process;

- e. Any examination, certification or appointment;
- f. Classification of any position which does not result in the reduction in grade or pay of an employee. If an employee feels his/her job is improperly classified, he/she may file a classification appeal under the applicable appeal procedures.
- g. Any matter which has been raised as part of an appeal under a statutory procedure prior to being submitted in writing in accordance with the provisions of this article;
- h. Any matter which is not timely submitted in accordance with the procedures of this article;
- i. Separation of probationary employees;
- j. Notices of proposed actions;
- k. Termination of temporary promotions or assignments;
- l. Any matter for which a statutory appeal procedure is available (i.e., such as EEO complaints).
- m. Satisfactory or higher performance ratings;
- n. Any matter relating to the basis for a management decision that creates the need for a Business Based Action (BBA);
- o. Any matter relating to wage or salary rates or schedules

**Section 5:** Any witnesses requested by the employee who are under the jurisdiction of the Employer and whose presence is necessary for the development of facts, may be called. The Parties further agree that either Party may interview and examine each others' potential witnesses prior to their testimony as long as the witnesses' representative is present and the interview or examination is otherwise done in private, is not threatening or intimidating and is done at a mutually agreeable time. There will be no verbatim notes, transcripts or recordings made.

**Section 6:** Bargaining unit witnesses in grievance arbitrations or meetings will be on official time if in a duty status. Observers will be admitted with mutual agreement of the parties.

**Section 7:** Both the Union and Management will abide by the steps of the negotiated grievance procedures in a timely manner. If the Employer fails to abide by the time limits imposed by this agreement, it will be the Union's option to advance the grievance or demand and answer.

**Section 8:** If an employee resigns, dies or is separated by any action other than removal before decision is reached on a grievance being processed, under the terms of this agreement and no compensation issue is involved, action will be stopped and all

interested parties will be notified that because of the separation, the case is being closed without a decision. A copy of this notification will be made a part of the case record and provided the Union by the Employer.

### **Section 9: Employee Initiated Grievances:**

a. Step 1. This step starts the formal grievance process. In the event of a grievance from an employee which does not involve a disciplinary action, the aggrieved employee and his or her union representative (if representation is used) shall first present the matter as a grievance to the immediate supervisor, or originator of the action, in writing. If the grievance involves a disciplinary action, the matter should be presented to the deciding official. The grievance must contain a detailed explanation of the issue(s) being grieved and the personal remedy sought. At a minimum, it should contain information as to the who, what, when, where and why of the complaint. In the event a grievance is filed with someone other than the immediate supervisor, he/she will be provided with an informational copy. Normally, within 14 calendar days, the appropriate individual and a representative of the Human Resources Office (HRO) will meet with the employee and their representative, if any, to discuss the matter. Within 7 calendar days, the supervisor will give a written decision to the employee and the employee's representative. New issues may not be raised by either Party after this step without mutual agreement. If the grievance is not resolved at this step, the employee and his/her representative may, within 14 calendar days, forward the grievance to Step 2 (Article 24, Section 9b) or utilize the ADR or mediation procedures outlined in Article 24, Section 12. Employees cannot use both. If ADR is requested by the Union, Management will make a reasonable effort to schedule and convene the ADR within 45 calendar days of notification.

b. Step 2: Within 14 calendar days of the receipt of the Step 1 decision, the grievance will be presented, in writing to the second-level supervisor (or appropriate level supervisor in the chain-of-command). The grievance will state the name of the employee and his/her representative, and consist of the original Step 1 grievance that was filed and the management's response. Within 14 calendar days of receipt, the second level supervisor and the HRO will meet with the employee and the employee's representative, if any. The supervisor may, if he/she chooses, arrange for the appropriate person or official at Scott AFB normally having authority to make decisions on the matter involved in the grievance, to be in the discussion at this step. The supervisor shall give his/her written decision within 14 calendar days after the meeting. If the grievance is not resolved at this step, the employee or his/her representative may, within 14 calendar days, forward the grievance to Step 3.

c. Step 3: The grievant's third-level supervisor (or appropriate level supervisor in the chain-of-command) will review the grievance file and give his or her written answer within 14 calendar days after receipt. Should the answer be unsatisfactory, arbitration may be invoked by the Union in accordance with arbitration provisions of the Agreement.

**Section 10:** Grievances arising from alleged violations of this Agreement by either party will be reduced to writing and submitted to the Force Support Squadron (FSS) Commander by the President of Local R7-23 if initiated by the Union or to the President of Local R7-23 by the FSS Commander or designee if initiated by the Employer. Those grievances personal to an individual employee, the resolution of which is within the

discretion of his or her supervisory officials shall be processed in accordance with Section 9 of this article. In those instances where the subject of the dissatisfaction would result in multiple grievances, such grievances may be consolidated and processed in accordance with the provisions of this section. The FSS Commander and the President of Local R7-23, or their designees, will meet as soon as possible to discuss the grievance if the charged party determines that a meeting is necessary. If the grievance is not settled by this method, the initiating party may invoke the arbitration procedures in this Agreement. Nothing in this section will preclude either party from attempting to settle such grievance informally at a lower level and such efforts are encouraged. The Union or Employer, as applicable, will provide a substantive written answer to the grievance within thirty (30) calendar days. Alleged incidents will be grieved within thirty (30) calendar days of the occurrence or thirty (30) calendar days from the date the parties became knowledgeable of the incident, whichever is the latter. Failure to do so, absent mutual agreement of the parties to extend time limits, will be cause for rejecting a grievance as untimely; however, this would not preclude similar or like instances or continuing situations from being grieved. The Union reserves the right to file a grievance over an alleged violation of the terms and provisions of this CBA, regardless of whether or not an individual exercises their right to file a grievance. An employee grievance and Union grievance on the same subject will either be consolidated prior to arbitration or one of them dropped.

**Section 11:** A grievant shall be allowed a reasonable amount of official time to prepare and present his or her case during each stage of the grievance until its final resolution.

**Section 12: Alternate Dispute Resolution (ADR) Procedures:**

a. If the grievance is advanced through the ADR procedure, it must go through the Union and be submitted within 14 calendar days of receipt of the Step 1 decision.

b. The ADR procedures may be utilized for any matters that are grievable in accordance with the CBA language on what is grievable.

c. The dissatisfaction will be submitted to a panel of four (4) evaluators; two (2) management and two (2) union, who will hear evidence and make a binding decision. Each party will submit to the other a list of four (4) impartial evaluators for each case. The parties will strike two (2) from the list received and the remaining evaluators will meet the employee witnesses and appropriate management official(s) and receive evidence as to the propriety of the dissatisfaction before making a decision. The evaluators will vote to sustain the action or to change it. The parties will accept the Panel's decision. A locked vote will serve to sustain the action and also serve as the only basis, from the ADR process, for the grievance being submitted to an arbitrator in accordance with Article 24 of the Collective Bargaining Agreement.

**Section 13:** The procedures in section 9 will allow for the processing of a grievance through the chain of command that existed at the time the grievance was precipitated instead of the employee's current chain of command. Situations like this are likely to occur where the employee has moved from one organization to another or reorganization has taken place at the time of the grievance.

## ARTICLE 25 - ARBITRATION

**Section 1:** This Article describes the procedures to be used when either the Union or the Employer invokes binding arbitration for resolution of a grievance. Arbitration may be invoked only by the Union or the Employer.

**Section 2:** Any Union request for arbitration of an employee or Union grievance must be submitted by the Union President or designee to the HRO in writing within fourteen (14) calendar days following the receipt of the decision required by the final step of the appropriate procedure. Any Employer request for arbitration must be submitted to the Union President in writing within fourteen (14) calendar days following receipt of the decision required by the final step of the appropriate procedure.

**Section 3:** Within 60 days of the request for arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of seven (7) persons qualified to act as arbitrators. Within a reasonable period of time after receipt of the list, representatives of the Union and the Employer will meet to select an arbitrator. The parties will alternate the initial striking of names, and alternate striking names until one arbitrator's name remains, who shall be the duly selected arbitrator.

**Section 4:** Representatives of the Union and Employer will meet in an effort to stipulate facts and issues where possible, and frame the issue(s) to be given the arbitrator for decision. The arbitrator's decision will be limited to the issue(s) so presented by the parties, and must be answered by the arbitrator within the framework of this Agreement as written.

**Section 5:** The Union and the Employer shall bear equally the cost of the arbitrator's bill.

**Section 6:** The arbitration hearing shall be held during the regular day shift work hours of the basic Monday through Friday workweek. The grievant, Union Representative(s), and relevant Scott Air Force Base bargaining unit witnesses called to testify, shall be excused from duty, as required, to participate in the arbitration proceedings, without loss of pay, or charge to annual leave.

**Section 7:** The arbitrator will be requested to render his/her award as quickly as possible, but in any event, not later than thirty (30) calendar days after the conclusion of the hearing or following an established suspense date for the filing of written briefs. When an issue is subjected to binding arbitration, the arbitrator's award will be binding unless either the Employer or the Union files an exception in accordance with prescribed procedures and said exception is sustained.

**Section 8:** Questions whether or not a grievance is on a matter subject to arbitration under this Agreement shall be referred for resolution to an arbitrator selected in accordance with this Article.

**Section 9:** The Parties may determine jointly or unilaterally to arrange for a transcript to be taken. Where the Parties jointly agree to have a transcript, the cost for recording the testimony and preparing the transcript shall be shared equally. If the Parties do not jointly agree to arrange for a transcript, and a unilateral request for a transcript is made

by either Party, the cost of recording the testimony and preparing the transcript shall be borne by the requesting Party.

**Section 10:** Any arbitrator selected by the Parties is bound by all relevant provisions of this Agreement in deciding grievances presented for arbitration. This Agreement shall not be modified in any fashion by an arbitrator's decision.

**Section 11:** The Parties will receive a listing of available dates from the arbitrator. The parties will select a mutually convenient date. Absent mutual agreement, the Parties will request additional dates.

**Section 12:** Established arbitration dates may be changed by mutual agreement, except both Parties agree to reschedule arbitration dates for bonafide emergency reasons.

## **ARTICLE 26 – UNFAIR LABOR PRACTICE (ULP) ADR PROCEDURES**

Before either party may file a formal ULP charge with the FLRA, they will first request an ADR panel to review the ULP allegation. The ADR panel will hear evidence from the Union and Management before providing a recommendation in an attempt to resolve the issue locally. If the Union or Management is unsatisfied with the ADR panel's recommendation a formal charge may be filed with the FLRA. The parties may file a formal charge with the FLRA if the time limits would be compromised by the ADR process or in case of a work stoppage.

## **ARTICLE 27 - GENERAL PROVISIONS**

**Section 1:** The Union and the Employer shall give their complete support to the principles set forth in the provisions of the Joint Ethics Regulation or applicable Agency Issuances.

**Section 2:** The Employer Agrees that copies of the Agreement and any future amendments thereto will be posted on all official bulletin boards.

**Section 3:** The Employer will maintain a program of physical examinations consistent with Department of Air Force requirements for an occupational health service program.

**Section 4:** In those cases of physical or mental disqualification, where an employee cannot be reassigned within his/her NAFI, a reasonable effort will be made to place the employee in a vacant position for which he/she is qualified, in another NAFI. Upon placement, a reasonable amount of time, normally not to exceed ninety (90) days, will be allowed for the employee to become satisfactorily proficient in his/her new major duties. It is recognized that training may be necessary.

**Section 5:** The Employer agrees that it will not suggest to an employee that the employee resign. A supervisor, in coordination with the HRO, may allow an employee to withdraw his/her resignation at any time before it is effective.

**Section 6:** Employees who separate for any reason may elect to withdraw their retirement fund. Interest will be paid as applicable.

**Section 7:** The Employer shall permit a Union representative to distribute informational literature, including information on membership in the Union and benefits provided by the Union, in designated locations where unit employees are assigned within the buildings throughout Scott Air Force Base. The Union agrees that it shall not distribute any libelous or scurrilous material or violate any law, security regulations or other provisions of the Agreement in exercising any right under this section. It is agreed that any material distributed in accordance with this section shall be distributed by the representative during their non-duty hours and shall not interfere with work operations

**Section 8:** The Employer agrees that employees will be permitted to bring their own lunches and eat them on the premises.

**Section 9:** Free parking shall be provided all bargaining unit employees on Scott Air Force Base.

**Section 10:** Office telephones are for official use. The parties recognize that an employee may have to make or receive an emergency or important call.

**Section 11:** The Union representatives may utilize office telephones to make local base calls in representing employees.

**Section 12:** A listing including names, grades, series, and office symbols of each bargaining unit employee shall be provided the Union on a quarterly basis.

**Section 13:** The Union will be permitted a representative on the:

- a. Suggestion Awards Committee
- b. Scott AFB Health and Safety Council

The Union President or his designee may designate another Union representative if the primary member is not available.

**Section 14:** Security police will honor "Union Officer on Official Business" signs displayed by officers when on official business so they may park in reserved spaces without being ticketed.

**Section 15:** When the Employer conducts New Employee Orientation sessions, the Union may have a representative present to talk about the Union. The Union may distribute its own orientation package. The Union will be allowed at least 15 minutes for this purpose.

**Section 16:** The Employer agrees to provide the Union reserved space on all official bulletin boards, 18 X 22; at average eye level, for the posting of Union Notices and similar informational material. The Employer agrees to post a copy of the Agreement in its space on all bulletin boards. Each building where unit employees work shall have at least one official bulletin board. The Union agrees that literature posted or distributed

must not violate any law, the security of the base, or contain scurrilous or libelous material. In addition, the posting or distribution of material relating to partisan political matters or material which reflects upon the integrity or motives of any individual, another employee organization, or upon the Federal Government will not be permitted. All costs incident to reproduction, preparation, and distribution of Union material shall be borne by the Union.

**Section 17:** Club facilities may be utilized by unit employee when authorized by club management or the clubs are otherwise open to the public.

**Section 18:** For the purpose of applicable provisions of this Agreement, unless prohibited by law or government-wide regulation, Federal Service Computation Date shall be determined without benefit of Performance Ratings except in BBA procedures.

**Section 19:** If otherwise in a duty status, an appellant shall be allowed a reasonable amount of official time to prepare and present his/her case during each stage of any appeal process until its final resolution.

**Section 20:** Prior to implementing any change in parking conditions primarily affecting bargaining unit employees the Employer agrees to notify the Union and enter into appropriate negotiations upon request.

**Section 21:** The Employer agrees to provide timely notification of a proposal to contract-out a function encumbered by unit employees, for the purpose of negotiating over the impact.

**Section 22:** Employees who are stranded at Scott Air Force Base due to severe weather will be afforded the opportunity of utilizing sleeping facilities on Base and appropriate dining facilities.

**Section 23:** Employees shall not be required to reimburse for cash shortages unless gross negligence, fraud, or willful misconduct is involved. Such reimbursement shall be accomplished in accordance with procedures described in applicable regulations.

**Section 24:** The Union's official USPS mail will be delivered in accordance with applicable rules and regulations.

## **ARTICLE 28 - VOLUNTARY DUES WITHHOLDING**

**Section 1:** Any employee officially assigned to the unit covered by this Agreement may authorize an allotment of pay for the payment of his/her dues for such membership provided:

a. The employee is employed in the organizational unit for which exclusive recognition has been granted.

b. The employee has voluntarily completed a request for such allotment of his/her pay.

c. He/she regularly receives an amount of pay on the regularly scheduled paydays and such pay is sufficient, after all other legal deductions, to cover the full amount of the allotment.

**Section 2:** The Union is responsible for procuring the prescribed allotment form (SF 1187), distributing the form to prospective members, certifying as to the amount of dues, and informing and educating its members on the program for allotments for payment of dues, and the uses and availability of the SF 1187.

**Section 3:** An allotment may be submitted to the Nonappropriated Fund Human Resources Office at any time. Allotments received before the last Monday preceding the beginning of a pay period will be effective at the start of the first pay period following receipt of the SF 1187.

**Section 4:** An allotment shall be terminated when the employee leaves the unit as a result of any type of separation, transfer, or other personnel action (including temporary promotions); upon loss of exclusive recognition by the Union; when the Agreement providing for dues withholding is suspended or terminated by an appropriate authority outside Department of Defense; or when the employee has been suspended or expelled from the Union. When the temporary promotion is over and the employee reenters the bargaining unit, dues allotment shall be reinstated. The Union acknowledges that IAW the provisions of Section 7115(a) and (b)(1), of the Statute, that an allotment under Section (a) shall terminate when the agreement between the agency and the exclusive representatives involved ceases to be applicable to the employee.

**Section 5:** The Union will promptly notify the Nonappropriated Fund Human Resources Office when an employee with a current authorization ceases to be a member in good standing.

**Section 6:** Allotted dues will be withheld from the regular bi-weekly payrolls unless otherwise specified. The amount to be withheld shall be the amount of the regular dues of the member, exclusive of initiation fees, assessments, back dues, fines, and similar charges and fees. If the amount of dues is changed by the Local, the Employer will be notified in writing by the President of the Local of the rate and effective date of the amended dues structure. The amended amount will be withheld effective with the next deduction payroll unless a later date is specified by the Local. New authorization forms are not required.

**Section 7:** The Employer will send the National Union at an address to be provided by the Local, the remittance of dues withheld after each payroll period for which deductions are made and a listing of names and amounts withheld. A duplicate copy will be furnished to NAGE Local R7-23 at its official address.

**Section 8:** If allotments must be stopped temporarily because of insufficient salary (employee in AWOL or LWOP status), back dues cannot be deducted from future earnings. The Union, therefore, will be responsible for collection of such back dues to keep employee's membership current.

**Section 9:** An employee may voluntarily submit a dues revocation request to terminate an existing dues allotment which will become effective one year from date of

membership an thereafter at the beginning of the first full pay period after 1 March. The request to terminate an existing dues allotment must be submitted in February.

**Section 10:** The Union will be provided a copy of any employee dues revocations submitted during the month of February. The Union agrees to pick up the revocation on Fridays during the month of February and on or after the last work day of February.

## **ARTICLE 29 - DURATION AND CHANGES**

**Section 1:** This agreement will remain in full force and effect for three (3) years from the date of its execution by the Union and the Employer or as consistent with 5 USC, Chapter 71. If either Party desires to terminate this Agreement, that Party must give written notice to the other Party not more than one hundred and five (105) days and not less than sixty (60) days prior to the expiration date or any extension(s) of this Agreement. If neither Party gives notice during this period, the Agreement shall automatically be extended for one (1) year period. Any amendment, supplement, or memorandum of understanding (MOU) negotiated during the term or extension(s) of this contract shall expire upon negotiation of a new contract. Either party may submit five (5) new proposals at the 18 month mark. These will be handled as normal mid-term bargaining in order to reduce paperwork.

**Section 2:** Any mid-term changes to this agreement will become effective on the date of approval of DoD CPMS or 30 days from the date of execution of the amendments/supplements if it is neither approved or disapproved within that time frame.

## **ARTICLE 30 - PAY AND ALLOWANCES AND AWARDS**

**Section 1:** New hires will be given 30 minutes on the clock for time spent in completing employment processing requirements on the day of appointment.

**Section 2:** An employee shall be allowed to file their TDY claims within one (1) work day of their return from TDY. Management will settle such TDY claims in a timely manner.

**Section 3:** Management will seek qualified flexible employees as volunteers for weekend and holiday work. Absent volunteers or where there is a conflict, preference will be given to regular employees when making out the schedule where qualifications are approximately equal and monetary constraints are considered. This will not impact negatively current 40 hours per week regular employees.

## **ARTICLE 31 - TRAINING AND CAREER DEVELOPMENT**

**Section 1:** The Employer and the Union recognize that the training and development of Employees is essential to efficient operation. Management shall encourage learning through self-development and the provision of on-the-job training. Where necessary and as authorized, the Employer will assist employees in the accomplishment of job related off-the-job training.

**Section 2:** Registration fees and payment for job-related courses shall be consistent with all applicable regulations.

**Section 3:** The Employer agrees to allow employees to attend mission related meetings/seminars/conferences at no cost to pay or leave. The Parties agree that such attendance will be consistent with mission requirements.

**Section 4:** Employee training programs will be established where needed to provide knowledge and skills that relate directly to an employee's official position. Employee input is encouraged during development of such programs. The training programs shall be evaluated on an annual basis. All training programs provided by this section shall be based on the interest of the NAFI and the public service rather than the personal desire or interest of the employee.

**Section 5:** Special emphasis will be given to training which would qualify employees with potential for other positions in the event of displacement, including displacement by virtue of automation, or handicapped status.

**Section 6:** Union Participation. Proposed employee training and development policies and procedures, to be established within the administrative authority of the Employer, will be subject to review and negotiation of impact with the Union prior to publication and implementation.

**Section 7:** Training and Development.

a. The Employer will as the need arises, identify functions and skills in which a shortage of trained employees exists. Further, the Employer will to the maximum extent practicable, publicize training opportunities in these areas and inform the employees how to apply for this training for self-development.

b. The Employer will, within budgetary limitations and insofar as is practicable, provide regular employees with training and development opportunities which will enable the Employer to more effectively carry out the mission. Such opportunities will be based on the best interest of the Employer and in no instance solely for the benefit of the employee.

**Section 8:** Retraining. When advance knowledge of the impact of pending changes in function, organization and mission is available, it shall be the responsibility of the Employer to plan for the maximum retraining of career employees involved whenever possible. Upon request, the Employer will negotiate the impact of officially approved changes with the Union.

**Section 9:** Management will maintain a timely method of processing SF Form 182 for job related college courses.

**Section 10:** A unit employee may be permitted a variation in his/her work schedule for the purpose of taking a job related course in a college, university or other educational institution. Management will give due consideration to an employee's request in this regard.

**Section 11:** When employees timely apply for training courses, they will be notified prior to the start of a course or their selection or non-selection.

**Section 12:** The Employer agrees to provide employees such in-house and off-the- base training as may be consistent with existing and projected management's needs, available resources and regulatory guidance.

**Section 13:** Career development for unit employees shall be encouraged to the extent practicable. To this extent an Employee will be allowed to develop, with the assistance of his/her supervisor an individual development plan.

**Section 14:** The Employer agrees to pay all allowable expenses associated with approved training courses which are required in the performance of the employee's position.

### **ARTICLE 32 - MEDICAL INTERVIEWS AND FITNESS FOR DUTY EXAMINATIONS**

**Section 1:** No employee shall be compelled to undergo a fitness-for-duty examination without evidence that the employee is suffering from some physical or mental condition that may be causing performance or conduct deficiencies and that such performance or conduct deficiencies present a significant disruptive influence or risk to the employee's safety, that of others, or to government equipment or material to warrant his or her removal for cause. Upon request, a copy of the evidence shall be made available for the employee or employee's representative.

**Section 2:** The employee may have a representative of his/her choice at an interview or examination as provided by governing laws, rules, and regulations.

**Section 3:** The directed fitness-for-duty examination and medical interview will be conducted without charge to pay or leave to the employee. The Employer also will pay for the examination fee and the medical interview provided the employee has signed a release for medical report to be provided to the Employer's medical officer.

**Section 4:** An employee will be provided, upon written request, a copy of all documentation pertinent to his/her fitness-for-duty examination. Such information will be provided in a timely manner. However, documentation that a prudent physician would hesitate to provide will not be given the employee. In such instances, this documentation can be given only to a licensed physician who has been designated, in writing, for that purpose by the employee or his/her representative.

**Section 5:** The Employer agrees that medical records will be kept in strict confidence and will be handled by individuals on a need-to-know basis only. Immediate supervisors will not have access to medical records, unless medical personnel deem it necessary for public safety. Normally, only medical personnel should have access to these records for the purpose of making recommendation to the Employer.

### **ARTICLE 33 - TRAVEL**

**Section 1:** Any scheduled TDY, which is directly under the specific control and authority of the Employer shall, to the extent possible, be scheduled to provide for the

employee to travel during the normal workweek of the employee. Employees will be paid and reimbursed for travel to the extent of applicable directives and regulations.

**Section 2:** The Employer agrees to keep the employee, while on TDY, currently informed of his succeeding TDY assignments, approximate date of departure and other pertinent information concerning his status.

**Section 3:** The Employer agrees to send to employees amendments to existing orders. Where time permits, this will be done prior to expiration of the original orders. Partial payments may be requested by those employees who desire payment to cover a period of extensions in accordance with regulations.

**Section 4:** Unless restricted by mission requirements or applicable regulations the Employer agrees that when an employee is assigned to TDY, CONUS he/she may take his/her privately owned vehicle. Employees using their vehicles in conjunction with TDY will be informed regarding pay entitlements and leave procedures. Reimbursement for use of POV will not exceed that of air travel except where POV is authorized as in the Government's best interest.

**Section 5:** Unit employees who travel by aircraft in the performance of temporary duty assignments will travel by commercial air except where regularly scheduled passenger military aircraft flights are available, or where commercial air does not provide service.

**Section 6:** Normally an employee will not be required to travel without receiving in advance signed travel orders. Employees will be furnished, upon request, explanations of Government travel rules and regulations.

**Section 7:** Hours spent in travel status on days off, or outside duty hours, will be compensated for in accordance with applicable regulations.

## **ARTICLE 34 - CHILD DEVELOPMENT CENTER**

**Section 1:** Child Development and Youth Center privileges will be granted in accordance with appropriate regulations.

**Section 2:** Personnel policies, and practices for the Child Development and Youth Center employees will be in accordance with applicable Air Force Instructions and other guidelines applicable with state law. Security clearances will be in accordance with applicable regulations.

**Section 3:** Entry level employees will be provided instructions, materials and a reasonable amount of duty time to complete the mandatory 18-month Developmental Training Model (DTM). Employees are responsible for completing mandatory materials in a timely manner to afford the trainers sufficient time to review work and assess comprehension prior to expiration of the 18 month training period.

**Section 4:** Ratios

a. The Parties recognize that appropriate ratios regarding number of child care providers per number of children must be maintained at all times. The Employer recognizes its responsibility to grant breaks, lunch periods, restroom breaks, and access to emergency phone calls in a timely manner. Non-emergency phone calls will be conveyed to employees so that they can return calls as soon as possible.

b. In recognition of the need to maintain ratios, if an employee requests emergency sick leave, they will request a minimum of two (2) hours of sick leave or LWOP, unless sick leave or LWOP is within the last two hours of the scheduled work day then the employee only takes what is actually used.

**Section 5:** The Parties recognize that due to the importance of serving as a positive role model for the children, a high standard of conduct, and teamwork is required by everyone at the Child Development and Youth Centers.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2011 at Scott AFB, IL

For the 375<sup>th</sup> Airlift Wing  
Scott AFB, IL

\_\_\_\_\_

Commander

For Local R7-23  
National Association of Government Employees

\_\_\_\_\_

President

Above signed Agreement Effective 15 Sep 2011

