

COMMANDER  
3380 Air Base Group  
AND  
LOCAL 2670, AMERICAN FEDERATION  
OF GOVERNMENT EMPLOYEES  
COVERING  
NON-APPROPRIATED FUND EMPLOYEES

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MEMORANDUM OF AGREEMENT

BETWEEN

COMMANDER, 3380 AIR BASE GROUP,

KEESLER AIR FORCE BASE, MS

**AND**

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

LOCAL 2670

PREAMBLE

This Memorandum of Agreement is executed pursuant to the exclusive recognition granted Local 2670 of the American Federation of Government Employees, hereinafter referred to as the Union, and Keesler Air Force Base, MS, hereinafter referred to as the Employer.

WITNESSTH:

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

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

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

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

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

NOW, THEREFORE, the parties agree hereto as follows:

## ARTICLE 1

### RECOGNITION AND UNIT

Section A. The Employer recognizes the Union as the Exclusive representative of all employees in the Unit, as defined in Section B below. Such recognition shall continue as long as the Union is representative of the employees in the Unit under the criteria set forth for exclusive recognition by Title VII, Civil Service Reform Act (CSRA) 1978.

Section B. the unit to which this agreement is applicable is composed of all non-supervisory, nonappropriated fund employees of Keesler Air Force Base in the following categories: regular full-time, regular part-time, temporary full time, temporary part-time, intermittent other part-time, and intermittent on call who are appointed in excess of 180 days. Specifically excluded from the Unit are management officials, professional employees, employees engaged in Federal personnel work in other than a purely clerical capacity and **guards** and supervisors as defined in Title VII of Civil Service Reform Act (CSRA) 1978, employees of the Army and Air Force Exchange and Motion Picture Service, and employees with **appointments** for **180 days** or less.

## ARTICLE 2

### PURPOSE

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

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

ARTICLE 3

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section A. In making rules and regulations relating to personnel policies, practices, procedures, and working conditions, the Employer shall be governed by the terms of this agreement and the provisions of Title VII, Civil Service Reform Act (CSRA) 1978.

Section B. This agreement and any supplemental, implementing, subsidiary, or informal agreements shall be subject to the following requirements:

1. In the administration of all matters covered by the agreement officials and employees are governed under applicable laws and regulations; by published agency policies and regulations in existence at the time the agreement was approved; and by subsequently published agency policies and regulations required by law or by the terms of a controlling agreement at a higher agency level.

2. Management retained rights as set forth in Section 7106, of Title VII are as follows:

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, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(2) to assign work; to make 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--

(a) among properly ranked and certified candidates for promotion;

or

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

Section C. To the extent that regulations within the discretion of the Employer relating to personnel policies, practices, and procedures are in conflict with any applicable collective bargaining agreement if the agreement was in effect before the date the rule or regulation was prescribed, the provisions of the Agreement shall govern.

Section D. The above management rights will not limit an employee's right to express dissatisfaction concerning procedures employed by management in the exercise of their rights. It is also understood that the exercise of such management rights shall be subject to appeal and grievance procedures where

applicable as prescribed in laws, regulations, and policies and the negotiated grievance procedure provided in this Agreement.

#### ARTICLE 4

##### RIGHTS OF THE EMPLOYEES

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

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

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

#### ARTICLE 5

##### MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATION

Section A. It is agreed that matters appropriate for consultation and negotiation between the parties shall include personnel policies and working conditions, including but not limited to such matters as safety, training, labor-management cooperation, employee services, methods of adjusting grievances and appeals, granting leave, promotion plans, demotion practices, pay practices, reduction-in-force practices, and hours of work which are within the discretion of the Employer. These matters relate to policy determination, not day-to-day operations or individual dissatisfactions. No obligation exists to meet and confer with the Union, with respect to such areas as the mission of an agency; its budget; its organization; the number of employees; and the numbers, types, and grades of positions or employees assigned to an organizational unit, work project or tour of duty, the technology of performing its work; or its internal security practices.



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

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

Section D. All grievances **will** be resolved in accordance with Article 24 of this agreement.

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

Section F. The Employer agrees to furnish the Union a written notice of any major proposed change(s) in personnel policies, practices, and matters affecting working conditions, prior to implementation. The Union will be provided seven (7) workdays in which to respond. The Union **will** advise Management that they wish to negotiate on the proposed policy or the impact and implementation of that policy. If the Union does not respond within seven (7) workdays to a notification of a proposed change in policy affecting conditions of employment, then the policy may be implemented.

## ARTICLE 6

### UNION RIGHTS

Section A. The Union shall be entitled to act for and to negotiate **agreements** covering all employees in the unit. It is responsible for representing the interest of all employees in the Unit without discrimination and without regard to labor organization membership.

Section B. The labor organization shall be given the opportunity to be represented at formal discussions between management and employees or employees representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the Unit.

#### ARTICLE 7

##### OBLIGATION

Section A. The Union agrees to accept employees of the Unit as members without discrimination on the basis of race, color, religion, sex, age, or national origin.

Section B. The Union agrees that its internal business such as soliciting membership, collecting dues, electing officers, holding meetings, and posting and distributing literature will be conducted during the non-duty hours of Union representatives and any employee concerned.

Section C. The Employer and Union agree to subscribe to a mutual program of truth in their relationship with each other. Both parties agree to refrain from advertising and giving currency to unfounded allegations and misrepresentations. Both agree to work diligently in establishing the true facts concerning matters in dispute and disagreement.

Section D. The parties recognize that joint resolution of disputes at the local level contributes to harmonious relations and reasonable efforts will be made to resolve disputes at the lowest supervisory level.

#### ARTICLE 8

##### UNION REPRESENTATION

Section A. The Union may designate employees to act as its representatives in a unit composed of all eligible nonappropriated fund employees. These employees, hereinafter called stewards, may be identified on the basis of a reasonable number for adequate representation. The numbers and location of stewards and chief stewards will be subject to mutual agreement between the Employer and the Union so that the employees will have reasonable access to steward.

Section B. The Union will advise, as appropriate, the Base Commander, Chiefs of MWR and Services Divisions, and the NAF Personnel Officer in writing and maintain on a current basis a list of duly appointed stewards and the organizational segments to which they are assigned. Names of stewards and assigned areas will be posted in the permanent section of bulletin boards normally utilized by a significant number of members of the unit. Union stewards, will request permission from their immediate supervisor or acting

supervisor when the stewards wish to leave their assigned duties to perform the duties listed in Section C of the Memorandum, without loss of pay or leave. Permission will be granted in the absence of compelling circumstances preventing it. The steward will report to his/her supervisor upon his/her return to assigned duties. Union officials will not enter a work area, other than their own, without obtaining permission in advance from the activity manager or acting activity manager responsible for the facility.

Section C. The Union agrees that its officers, stewards, and union members **will** guard against the use of excessive time in performing the following activities permitted on official time:

1. To meet and confer with supervisors or management officials on policy matters affecting working conditions of employees in the unit.
2. To be the personal representative of an employee in the presentation of a grievance filed under the Air Force NAFI procedure or an appeal. In addition, up to eight (8) hours without charge to leave is permitted to prepare for a hearing or inquiry. In accordance with applicable directive(s), official time must be requested and coordinated with management and granted within a reasonable amount of time. Agreements will be **made** by the steward with the supervisor of the grievant or appellant on a mutually acceptable time for the grievant/appellant and steward to meet.
3. To serve as a Union observer at grievance proceedings filed under the Air Force NAFI procedure. The observer is excused without charge to leave for the **time** required to be present while the grievance is being discussed. However, when an employee is represented by an official of the Union, the observer, if any, shall be charged annual leave or leave without pay during the absence from regular duties. A labor organization observer may attend, but not participate in, a hearing concerning the appeal of an employee in the unit subject to examiner determinations.

Section D. Authorized representatives of the Union who are not employees may, at reasonable **times**, subject to national security regulations and existing or future visitor control procedures, be allowed to visit Keesler Air Force Base for the purpose of accomplishing official Union business. The Representatives, or the Union President, **will** request the Labor Relations Officer's approval for each visitation. Each request will include name of the representative, status within the Union, purpose of the visit and person(s) or employee group with whom the visit is desired.

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

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

## ARTICLE 9

### LABOR-MANAGEMENT RELATIONS

Representatives of the Union and the Employer shall meet quarterly and confer with regard to personnel policies and matters affecting working conditions. The quarterly meeting will not preclude adherence to consultations required by Article 5.

1. An agenda of items to be discussed will be forwarded by the party preparing the items to the other party not less than ten (10) work days preceding the meeting. In the event that no agenda is forwarded by either party, no meeting is held.
2. Items not on the agenda will be discussed only by mutual consent.
3. A Memorandum for the Record of the meeting will be prepared by the Employer and a copy furnished to the Union.

## ARTICLE 10

### HOURS OF WORK/TOURS OF DUTY

Section A. The administrative workweek consists of seven (7) consecutive calendar days beginning at 0001-hours on Sunday and ending at 2400 hours the following Saturday.

Section B. A tour of duty is a work schedule of those days of the week and hours of the day set by the supervisor that an employee is required to be on duty. The daily work schedule is no less than one (1) hour and no more than ten (10) hours.

Section C. The scheduled hours will be no less than the number of hours in the employee's basic workweek. The work schedule will be established at least one (1) administrative workweek in advance.

Section D. Scheduled tours of duty may be regular, rotating, or irregular.

1. A regular tour of duty requires an employee to work the same days, hours, and shift each week.
2. A rotating tour of duty requires an employee to work different shifts, hours of the day, or days of the week on a regular rotating basis.
3. An irregular tour of duty requires an employee to work different shifts, hours, or days of the week on an irregular basis.

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

## ARTICLE 11

### OVERTIME

Section A. The Union agrees that the administration of overtime work (including the nature of the work, the need for special skills, the priority or production or support, effort and the number of employees required) is solely a function of management. As a general rule, first consideration of overtime shall be given to those employees who are currently working within the trade where overtime is required

Section B. Employees assigned to overtime work will be given as much advance notice of the assignment as possible.

Section C. An employee may be excused from overtime for reasons which are satisfactory to his/her supervisor.

Section D. Employees who work overtime may be granted a short rest period for not more than fifteen (15) minutes for each four (4) hours of continuous work. Criteria to be followed by the supervisor in determining whether a rest period is warranted shall include the following:

1. Protect employees from hazardous work or work that requires continuous or considerable physical exercise.
2. Reduce accident rate by removing the fatigue potential.
3. Improve work in confined spaces or in areas where normal personal activities are restricted.
4. Possibly increase, or maintain, high quality or quantity production that is attributed to the rest period.

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

Section F. Employees with a work schedule called in to work outside of, and unconnected with, their basic scheduled workweek, shall be paid a minimum of two (2) hours pay, regardless of whether the employee is required to work the entire two (2) hours. Scheduled or unscheduled overtime just preceding: or following an employee's regularly scheduled tour of duty is not considered call-back overtime.

ARTICLE 12

PROMOTIONS/CHANGE IN EMPLOYMENT CATEGORY

Section A. Employees **will** be given promotion consideration in accordance with this Article and AFR 40-7.

Section B. Methods of filling positions. Positions may be filled by promotions, reassignments, details, transfers, changes to lower grade, reemployment of former employees, or recruitment from outside sources.

Section C. Exceptions to Promotion/Change in Employment Category. Any employee may be promoted without competition:

1. If his/her position is upgraded through normal job growth;
2. To correct a classification error;
3. To comply with a new classification standard;
4. Following competitive assignment to a developmental position;
5. **From** the priority placement list to a former or intermediate grade within the **NAFI**;
6. To comply with the final classification decision by a higher headquarters of a properly documented, tentatively classified position. To be properly documented, an AF Form 2545 must identify the employee assigned to a tentatively classified position, with a remark reading, "The grade and rate of pay are tentative and subject to nonretroactive adjustment upward or downward Upon receipt of a final decision by higher headquarters;"
7. To effect a temporary promotion of six (6) months or less;
8. An **OPT, RPT,** or **IOC** category who works a Regular Part Time or Regular Full Time Work schedule for more than **90** consecutive calendar days, and management determines there is a need to continue these extra hours indefinitely, will be changed to the appropriate category without competition.

Section D. The following procedure will be used to fill regular category bargaining unit positions that are not otherwise exempt from competition.

The selecting official will determine the area of consideration.

1. The initial area of consideration is the **NAFI** in which the vacancy is located;
2. The expanded area of consideration may include other **NAFI** employees and outside applicants; (All **NAFI** employees will be considered before outside applicants)

3. The positions will be advertised for five (5) calendar days on activity bulletin boards in the work area where employees will have access to review the announcement;
4. The announcement will include the qualifications for the position; the opening and closing dates; the location of the position; the work schedule; the title, series, and grade of the position and position category the area of consideration;
5. Rosters compiled as a result of an announcement will be valid for 30 days, for future vacancies, provided they occur in the same NAFI, and are the same title, series, grade, and employment category. However, if the selecting official requests, the position will be readvertised to locate additional candidates. Those candidates who had previously applied, and were rated eligible, need not reapply, and will be considered:
6. Employees who wish to be considered must complete an AF Form 2550, NAF Application for Promotion or Other Position Change, during the open dates of the announcement. Employees may inform their supervisor to submit an AF Form 2550, on their behalf, for positions that they would be interested in, while they are absent for duty.

Section E. Filling IOPT, IOC, and Temporary positions. Normally, IOPT, IOC and Temporary positions will be filled by outside hire; however, any NAFI employee who wishes to be considered for an OPT, IOC, or Temporary position, may submit an AF Form 2550, Application for Promotion or Other Position Change at any time. The AF Form 2550 must be submitted to the NAF Personnel Management Section, Room 212-A, Building 0701; this application will remain on file for one (1) year. The selecting official may restrict consideration to employees of the NAFI in which the vacancy is located; or, the area of consideration may be expanded to include employees of other NAFIs and outside applicants.

## ARTICLE 13

### POSITION DESCRIPTIONS AND JOB CLASSIFICATION

Section A. Position Descriptions will be written based upon the major duties and responsibilities assigned to positions. All identical positions within the **same** organizational unit will be covered with the same position description.

Section B. Each employee and his/her supervisor will be furnished copies of position descriptions and any subsequent changes.

Section C. Any employee in the unit who believes that his/her position is improperly classified will first consult his/her supervisor for information as to the basis for the classification. Consultation may also be arranged for the employee by the supervisor, as necessary, with an appropriate representative of the Civilian Personnel Office in an effort to resolve the employee's dissatisfaction informally.

Section D. In the event the employee's dissatisfaction concerning the classification of his/her position cannot be informally resolved, they **will** be informed by the supervisor as to the appeal channels available as prescribed by AFR 40-7. The employee will be informed that he/she may designate in writing a representative of his/her choosing as prescribed by AFR 40-7.

Section E. It is agreed that employees will be informed as soon as possible by their supervisors of any determination to downgrade or upgrade the position as a result of classification action.

#### ARTICLE 14

##### DETAILS

Details will be administered in accordance with AFR 40-7.

#### ARTICLE 15

##### PUBLICITY

Section A. The Employer agrees to provide bulletin board space, within each nonappropriated fund instrumentality, for posting of Union material. The Union agrees that posted material will be accomplished at Union expense and no posting will violate law, the security of the Employer, or contain scurrilous or libelous material. All materials to be posted shall be submitted to the NAF Personnel Office sufficiently in advance of desired posting date to **permit** appropriate review. The Union agrees to consult and confer in good faith on all material to be posted. The Union agrees that it will keep the board in good order and will post only material that has been reviewed by the Employer. Postings will be dated when posted and will be removed from the board within three (3) workdays after their purpose has been served.

Section B. A copy of AFR 40-7 and changes thereto will be given the Union as they are received.

Section C. Union literature may be distributed provided it is done during the non-duty hours of all employees involved. (Before work, breaks, lunch, and after work)

## ARTICLE 16

### EQUAL EMPLOYMENT OPPORTUNITY

Section A. The Employer and the Union agree to cooperate in achieving the full realization of equal employment opportunity through a positive and continuing effort.

Section B. The Employer agrees to appoint one Union representative as a **member** of the base Equal Employment Opportunity Committee. The Union agrees to submit at least three nominees from which an appointment shall be made. It is agreed that nominees will be NAF regular category employees.

Section C. Should a Union representative on the base EEO Committee vacate the appointed position, the Union agrees to submit within ten (10) calendar days after the vacancy occurs at least three nominees (NAF regular category employees) from which an appointment shall be made.

## ARTICLE 17

### LEAVE

Section A. The Employer recognizes the right of regular employees to accrue and take annual leave. However, the determination as to the time and amount of annual leave granted at any specific time is the responsibility of the supervisor authorized to approve leave. If an employee's request for annual leave cannot be granted, the supervisor will, upon request, inform the employee of the reason.

Section B. Supervisors will establish annual leave schedules for the leave year before the end of January of each year. Supervisors will consider work load and the number of employees and types of skills available when approving scheduled leave.

Section C. An employee who is an official and/or duly elected Union delegate will be excused without charge to leave to attend a training session sponsored by AFGE, provided that the subject matter of such training is of mutual concern to the Government and the employee in his/her capacity as a Union Official and/or a duly elected Union delegate and the Government's interest will be served by the employee's attendance. Administrative excusal for this purpose will cover only such portions of a training session as meet the foregoing criteria and will not normally exceed eight (8) hours for any individual within a 12-month period. The Union shall submit requests for official time to the Labor Relations Officer at least a pay period prior to

proposed release for said training. Such requests must include information concerning the content and schedule of such training. Such requests must also include name, title, and organization of employees whose attendance is desired.

Section D. Except as hereinafter provided, employees shall not be required to furnish a medical certificate to substantiate requests for sick leave unless such leave exceeds three (3) consecutive workdays in duration. If the employee was not attended by a physician, the employee's certification showing satisfactory evidence of incapacity may be accepted. Acceptable evidence of incapacity is determined by the leave-approving official. It is agreed and understood that a supervisor has the right to require that an employee furnish a medical certificate for each absence which he/she claims was due to incapacitation for duty on the following basis:

a. There is reason to believe that the employee has abused the sick leave privileges;

b. and the supervisor has counseled the employee in respect to the use of his/her sick leave, and the employee has been given written notice of suspected sick leave abuse. It is further agreed that the supervisor will review the sick leave record of each employee required to furnish a medical certificate for each absence, which the employee claims was due to incapacitation for duty, at least annually. Where such review reveals no specific evidence that the employee has abused the sick leave privileges during the review period, the employee will be notified that a medical certificate will no longer be required for each absence which is claimed as due to illness for periods of three (3) workdays or, less.

Section E. Employees must request permission to be absent from duty. All requests for leave, either sick leave, annual leave, or leave without pay (LWOP), must be presented to the leave-approving official. Employees will be informed of the appropriate leave-approving officials in their organization.

## ARTICLE 18

### HOLIDAYS

Holiday observance and holiday pay will be administered in accordance with AFR 40-7.

## ARTICLE 19

### WAGE SURVEYS

The Union will be given full opportunity to participate in all wage surveys pertaining to NAF employees' conducted under the Federal NAP Wage **System** to the extent prescribed by governing laws, regulations, and Air Force Policy.

## ARTICLE 20

### HEALTH AND SAFETY

Section A. The Employer will, consistent with the provisions contained in Section 19 of the Occupational Safety Health Act, E.O. 12196, and Air Force directives, furnish to and maintain for the employees, places and conditions of employment that are free of hazards that cause, or are likely to cause, an accident, injury or illness to the employee. The Employer and the Union agree to cooperate in a continuing effort to eliminate accident-producing conditions and health hazards.

Section B. The Union agrees to vigorously support the Air Force Safety Program through encouragement to all employees to conscientiously abide by the established safety rules, regulations, and directives.

Section C. The Union agrees to report to the employee's supervisor any known hazardous conditions or procedures for the purpose of making such conditions or procedures safe.

Section D. The Employer agrees to post to the Bulletin Boards the current procedures for obtaining emergency medical treatment.

## ARTICLE 21

### TRAINING AND DEVELOPMENT OF EMPLOYEES

Section A. The Employer will make a sincere effort to utilize currently **assigned** employees of the NAF activity when training is determined to be necessary for new jobs or skills. If the training will lead to known promotional opportunities, selection for such training shall be in accordance with AFR 40-7.

Section B. The Union will encourage its **members** to participate in self-development activities in order to better qualify themselves in their work or professional or contribute to their general overall growth and enlightenment as individuals.

## ARTICLE 22

### REDUCTION-IN-FORCE AND REEMPLOYMENT

Section A. The Employer agrees to make every effort to notify the Union of **impending** reductions-in-force which may have an impact on NAF regular category employees. The Employer further agrees to make every effort to notify the Union of the number of NAF Bargaining Unit employees affected, and by name, prior to delivery of reduction-in-force notices.

Section B. The Employee further agrees that retention registers and personnel actions associated with reduction-in-force affecting NAF employees will be prepared and processed in compliance with the provisions of AFR 40-7, and available to Union representatives for review consistent with the Privacy Act.

Section C. In the event of a reduction-in-force, existing vacancies will be filled to the **maximum** extent feasible to place employees in the affected NAFI who otherwise would be affected by the action. All reductions-in-force will be carried out in strict compliance with applicable laws and regulations. **Maximum** effort will be made to find employment for employees facing separation by reduction-in-force.

Section D. When an employee receives a reduction-in-force notice or a notice of **assignment** to a different position **as a** result of reduction-in-force, he/she may review all records which have an actual or potential relationship to the action in his/her own case. This would include:

1. The retention registers on which he/she is personally listed.
2. The registers listing employees who may be entitled to displace him/her.
3. The registers listing employees who he/she feels he/she may be entitled to displace.

## ARTICLE 23

### PERFORMANCE APPRAISALS/EVALUATIONS

Section A. The work performance of regular category employees will be evaluated fairly and objectively on a scheduled and continuous basis, Performance ratings will be assigned on an employee's service computation date for annual leave, and will cover a full 12-month period. The supervisor will assign a rating; and the assigned rating will be entered on the employee's AF

Form 971, Supervisor's Record of Employee If the employee has been under the jurisdiction of the rating supervisor for less than 60 days, as of the rating due-date, the rating is postponed until completion of the 60 days.

Section B. Performance standards may include, but are not limited to, elements such as quantity, quality, manner of performance, conduct, or other position factors that are essential for full, satisfactory performance in a specific position.

Section C. Performance standards will be established orally, or in writing, between the supervisor and employee, upon entry on duty. Standards will represent a level that a competent employee can be expected to achieve.

Section D. Temporary and Intermittent employees are evaluated on a continuous basis. The employee is informed of those areas where performance standards are not being met. These category employees may be recognized for superior performance by means of letters of appreciation and commendation.

Section E. An employee dissatisfied with his or her assigned rating may grieve the assigned rating through the negotiated grievance procedure.

Section F. The supervisor will counsel an employee whose performance is marginal or substandard, on how to improve his/her performance. If the employee's performance fails to improve to an acceptable level, the employee may be reassigned, changed to a lower grade, or removed for unacceptable performance. Before separation for unsatisfactory performance, a regular category employee who has completed the probationary period will be given specific warning in writing of his or her deficiencies, and given at least 30 calendar days to improve.

## ARTICLE 24

### NEGOTIATED GRIEVANCE PROCEDURE

Section A. Purpose. The purpose of this article is to provide a mutually acceptable

Section B. A grievance means any complaint -

a. by any unit employee concerning any matter relating to the employment of the employee;

b. by the Union concerning any matter relating to the employment of any unit employee;

c. by any employee, the Union or Employer concerning -

(1) the effect or interpretation or **claim** of breach of this agreement;

(2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

d. except that a grievance shall not include a complaint concerning -

(1) any claimed violation of 5, U.S.C., Chapter 73, Subchapter III, relating to prohibited political activities;

(2) retirement, life insurance, or health insurance;

(3) a suspension or removal under 5, U.S.C. 7532;

(4) any examination, certification, or appointment; or

(5) the classification of any position which does not result in the reduction in **grade** or pay of an employee;

(6) separation of a probationary, intermittent other part time (IOPT), intermittent on-call (IOC), or temporary employee;

(7) nonselection for promotion, change in employment category, or position change from a group of properly qualified and certified candidates;

(8) an action terminating a temporary promotion;

(9) non-adoption of a suggestion or disapproval of any type performance **award** or honorary award;

(10) notice of proposed action.

e. Adverse actions and discrimination complaints which also fall within the coverage of the negotiated grievance procedure may, at the discretion of the aggrieved employee, be raised either under the appellate procedures outlined in Chapter 11 of AFR. 40-7, or under the negotiated grievance procedure, but not both. For the purposes of this section, an employee shall be deemed to have exercised his/her option under this article when the employee files a timely notice of appeal under the appellate procedure, or files a timely grievance in writing under the negotiated grievance procedure.

Adverse actions are listed in Chapter 10 of AFR 40-7, and include suspension without pay for more than 14 calendar days; involuntary termination or removal for cause; involuntary change to a lower grade position with a lower representative rate of pay, when taken for disciplinary reasons; furloughs that place an employee in a leave-without-pay (LWOP) status for more than 14 calendar days, because of a lack of work or funds, or emergency situations when not processed under reduction-in-force (RIF) procedures; involuntary change to a lower-graded position, with a lower representative rate of pay, that is based on a reclassification of a position, due to correction of classification error, application of new classification standards, or **final** decisions on a tentatively classified position.

f. Only regular category employees who have completed the probationary period are entitled to the adverse action procedures outlined in Chapter 10 of AFR 40-7.

Section C. Application. A grievance may be undertaken by an employee or a group of employees, by the Union, or by management.

Section D. The employer and the Union agree that every effort will be made by management and the aggrieved party/parties to settle grievances at the lowest possible level. Inasmuch as dissatisfaction and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization. Employees or their representative are assured freedom from restraint, interference coercion, discrimination, or reprisal in the presentation of grievances under this negotiated procedure.

Section E. Time Limits. A grievance may be presented at any **time** on a continuing practice or condition. A grievance on a particular act or occurrence must be presented within 15 calendar days of the date of the act or occurrence, or the date that the aggrieved party became aware of it. **Time** limits in this article may be extended by mutual consent of the parties. The parties agree to respond to a grievance within the **time** frame allowed. However, if a party is unable to do so, the grievant will be notified of the reason for any delay and an extension of time will be requested. Failure by the grievant to meet time limits, or to request and receive an extension of time, shall automatically cancel the grievance. Failure of the responding official to meet time limits, or to request and receive an extension of time, shall entitle the grievant to process the grievance to the next step.

Section F. Official Time. Employees and their Union Representative will be allowed a reasonable amount of official time, as determined by the Employer, to prepare for and present a single grievance, including attendance at meetings with Employer officials. The time allowed the employee and/or representative is determined on the basis of the facts and circumstances in each case. All employees, whether grievants, appellants, representatives, witnesses, or observers, must make advance arrangements **with** their supervisors for the use of official time.

Section G. Group Grievances. Employees may join in and submit a grievance as a group, if all employees are employed by the same Nonappropriated Fund Instrumentality (NAFI), and the issues and remedy sought are identical for each. A group grievance is processed as a single one, in the name of one employee designated by the others. All employees involved, however, must be identified, and must sign the written grievance. If no one individual is designated to represent the group, all communications will be addressed to the employee whose name appears first on the grievance. An employee may withdraw, in writing, from a group grievance at any time before a decision is rendered. However, he or she may not then submit the same (or substantially the same) grievance under these procedures. A decision rendered on a group grievance applies to each employee concerned, and each is provided a copy of the decision.

Section H. An employee or his/her representative may terminate the grievance at any time prior to invoking arbitration, by giving written notice to the NAF Personnel Management Section. The Employer may terminate a grievance for failure of the **grievant** to comply with time limits, or failure to provide requested **information** relating to the grievance. An employee grievance will also be terminated after the employee dies, or separates for reasons not connected **with** the grievance. If no question of pay or other relief that could be granted is involved, grievances thus terminated will not be reopened, except at the discretion of the Employer.

Section I. A grievance file will be maintained by the NAF personnel office for each case that goes beyond step 1. The file will contain: (1) the written complaint, specific as to the nature and details of the grievance; indicate the name of the Union Representative and state the corrective action desired; (2) the summary or transcript of discussions or proceedings at each step; (3) findings, or findings and recommendations at each step; (4) documentary evidence considered in resolving the grievance; and (5) the written decision rendered at each step. The completed case file shall be forwarded to the Civilian Personnel Office for filing at the completion of Step 2, or if prior decisions are not appealed within the established time **limits**.

Grievances initiated by an employee or a group of employees will be processed in accordance **with** the following steps:

Step 1. Informal Grievance. The employee or his/her representative will inform the supervisor that he/she is orally presenting a grievance under the informal procedure of this article. The first level supervisor will discuss the matter **with** the grievant and the Union Representative, or anyone else considered by the supervisor to have information applicable to the resolution. The supervisor will advise the aggrieved employee and his/her representative, if applicable, of his/her decision orally within ten (10) calendar days from the date of the meeting.

Step 2. If the employee or his/her representative is not satisfied with the Step 1 decision and wants to pursue the matter further, the grievance shall be presented in writing to the Division Chief within five (5) calendar days of receiving the Step 1 decision. As a minimum, the written grievance will contain: (1) the grievant's name, duty assignment, work and home telephone numbers, if any; (2) detailed information on the reason for the grievance; (3) the corrective action desired, which must be personal to the employee; (4) the name, address, and telephone number of the Union Representative or other representative who will represent the employee; (5) an explanation of the efforts made to resolve the grievance informally, including the name of the official to whom it was presented; his/her decision; and copies of any documents related to the grievance or to the efforts at informal resolution.

If a grievance is accepted for processing, the Division Chief will meet with the employee and his/her representative to discuss the grievance within ten (10) calendar days of receiving the grievance. A written decision will be rendered within five (5) calendar days of the meeting.

Step 3. If the employee or his/her representative is still dissatisfied after receiving the Step 2 decision, either may make a written request for further review by the Commander of 3380 Air Base Group within five (5) calendar days of receiving the Step 2 decision. The request for review must be submitted to the Commander, 3380 ABG, Attention: 3380 ABG/DPCN. Within ten (10) calendar days of receipt of a request for review, the Commander, or his/her designated representative will review the grievance file and any evidence not previously considered, in an effort to resolve the grievance. The Commander will then render a written decision within ten (10) calendar days after his/her review. This decision will be final, unless the Union invokes arbitration, as described under Article 25.

Section J. Questions of Grievability/Arbitrability. In the event either party should declare a grievance non-grievable or non-arbitral, the original grievance shall be considered amended to include this issue. The Employer agrees to raise any question of the grievability or arbitrability of a grievance prior to the time limit for the written answer in Step 2 of this procedure. If arbitration is invoked, all disputes of grievability or arbitrability shall be referred to the arbitrator as a threshold issue in the related grievance.

## ARTICLE 25

### ARBITRATION PROCEDURE

Section A. If the Employer and the Union fail to settle **any grievance** processed under the negotiated grievance procedure, such **grievance**, upon written request by either the Employer or the Union shall, within 21 calendar days after the issuance of the final decision, be submitted to **arbitration**.

Section B. Within five (5) working days from the date of the request for arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of seven impartial persons qualified to act as arbitrators. The parties shall meet within five (5) working days after receipt of such a list to select an arbitrator. If they cannot agree upon one of the listed arbitrators, the Employer and Union will each strike one arbitrator's name from the list and will repeat this procedure until one person remains who shall be the duly selected arbitrator.

Section C. The Federal Mediation and Conciliation Service will be empowered to make a direct designation of an arbitrator in the event: (a) either party refuses to participate in the selection of an arbitrator, or (b) upon inaction or undue delay on the part of either party. Inaction or undue delay will be considered as the failure of either party to agree on an arbitrator within five (5) working days of the receipt of the arbitrator list as indicated in Section B, above.

Section D. If, upon the initial request to the FMCS for a list of arbitrators, the parties fail to agree on the issue for arbitration, each party shall submit a separate submission of the issue to the FMCS.

Section E. The arbitrator's fee and the expense of arbitration, if any, shall be shared equally by the Employer and the Union. The arbitrator's travel expenses and per diem expenses will also be shared equally by the Employer and the Union. The arbitration hearing shall be held, if possible, on the Employer's premises during normal working hours. All participants selected as witnesses, who are employees of the Employer and who are otherwise in a duty status, shall be excused from duty to provide testimony in the arbitration hearing.

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

Section G. The arbitrator's award will be binding on the parties.

Section H. Any dispute over the application or interpretation of an arbitrator's award, including remanded awards, will be returned to the arbitrator for settlement.

Section I. The cost of a shorthand reporter or transcript, where such is mutually **agreed** upon by the parties or where requested by the arbitrator, shall be shared equally by the parties. Absent mutual agreement, either party may unilaterally request that a transcript be prepared but must bear all costs incurred in its preparation. However, any party subsequently requesting a copy of a transcript **must** pay 50% of all costs incurred in the preparation of such transcript.

Section J. In the absence of an arbitrator's negative decisions upon the arbitrability of a grievance, the arbitrator will hear arguments regarding both the arbitrability and the merits of the case at the same hearing. However, the parties may mutually agree otherwise in instances such as a highly complex case which would involve several days of hearings.

Section K. Any party to this agreement who refuses to present a question of arbitrability to the arbitrator, or otherwise proceed to arbitrate a grievance or who does not proceed without undue delay to implement the arbitrator's award, will pay the total cost of arbitration. Upon a finding by appropriate authority that the refusing party did not have a duty to arbitrate the issue or implement the arbitrator's award the grieving party will pay its half of the arbitration costs.

## ARTICLE 26

### INCENTIVE AWARDS AND SUGGESTION PROGRAM

Section A. The Employer and the Union will encourage eligible employees to present suggestions to promote efficiency, economy, and other improvements in NAFI operations which could result in incentive awards. Suggestions must pertain to reducing operating costs in the employees parent NAFI which may or

may not also apply to other AFNAFI's. Suggestions will be processed in a timely manner.

Section B. Explanation for rejection of all suggestions will be made by the applicable management official. The employee will be afforded the opportunity to review his/her suggestions on file if he/she so desires and may be accompanied by a Union representative

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

## ARTICLE 27

### PAYROLL WITHHOLDING OF UNION DUES

Section A. Any employee of Keesler Air Force Base who **is a member** of the Unit composed of all eligible nonappropriated fund employees of Keesler Air Force Base excluding professionals, management officials, engaged in Federal personnel work in other than a purely clerical capacity, and supervisors and guards as defined in Title VII, CSRA 1978, and Army and Air Force Exchange employees; and who is a member in good standing of Local 2670, AFGE, may authorize an allotment of pay for the payment of his/her dues for such membership provided:

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

2. The employee regularly receives a normal amount of pay on the regularly scheduled paydays of the base and such pay is sufficient to cover the full amount of the allotment after other legal deductions have been made.

J. The employee has not more than one current allotment for the payment of dues to an employee organization.

Section B. The Union agrees to acquire and distribute to its members the prescribed allotment form (Standard Form 1187), to certify as to the amount of its dues, to assure that the Employer is furnished a properly executed and signed statement of consent by each employee requesting withholding of dues as may be required by the Privacy Act of 1974 and the Freedom of Information Act, and to inform and educate its members on the program for allotments for payment of dues and the uses and availability of the required form. An allotment may be submitted by an eligible member of the unit, through the Union to the NAF Financial Management Branch, MWR Division, Keesler Air Force Base, Mississippi, at any time. The allotment will be effective at the beginning of the first complete bi-weekly pay period after receipt of a properly completed and signed SF 1187 in the NAF Financial Management Branch Office. An allotment shall be terminated:

1. When the employee leaves the unit as a result of any type of separation, transfer, or other personnel action (except temporary promotion or detail).
2. Upon loss of exclusive recognition by the Union.
3. Upon receipt of notice from the Union that the employee is no longer a member in good standing.
4. When this agreement is suspended or terminated by appropriate authority outside the Department of Defense

Section C. Effective date of termination of dues withholding allotment, which is not at the request of the employee, shall be the beginning of the first pay period following the date of the action which requires the termination of the allotment. The Union agrees to promptly notify the NAF Financial Management Branch when a member who has authorized dues withholding is suspended or expelled from the organization, such notice to be given within five (5) workdays.

Section D. The Employer agrees that the NAF Financial Management Branch Office shall promptly notify the Union when a revocation of an allotment is received from an employee.

Section E. The Employer agrees to maintain a supply of the form provided for use in revoking an allotment, Voluntary Authorization for Allotment of Compensation for payment of Employee Organization Dues (SF 1188), in the NAF Financial Management Branch Office, such form to be available to employees upon request.

Section F. An employee may revoke dues withholding allotment by properly completing SF 1188, or by submission of a written request asking for such revocation. This must be received in the NAF Financial Management Branch Office on a timely basis. The effective date of termination of dues withholding allotment requested by the employee will be as follows:

1. Members who elected to pay dues by payroll deduction on/or prior to September 1978, may terminate dues allotments effective the first pay period beginning after 4 September 1979, and each September thereafter.
2. Members who elected to pay dues by payroll deduction after 1 September 1978, may terminate dues allotment effective the first pay period after the anniversary date of the allotment and each anniversary date thereafter.

Section G. The NAF Financial Management Branch Office, acting for the Employer, shall furnish to the Treasurer of the Union, at the end of each payroll cycle, the remittance for dues. The remittance will be accomplished by a statement in duplicate giving the following information:

1. Identification of office or installation.
2. Identification of Local.

3. Names of members for whom deductions were made, and amount of each deduction.
4. Names of members for whom deductions previously authorized were not made, with coding to show reason for non-deduction.
5. Total amount withheld on the payroll.
6. Net amount remitted.
7. Copy of any written revocation received by the Employer which is effective with the pay period in question.

Section H. The Union agrees to forward to the NAF Financial Management Branch Office, within five (5) working days after receipt, any written revocation of allotment which is received by the Union.

Section I. The Union agrees that the amount to be withheld shall be the amount of the regular monthly dues, exclusive of initiation fees, assessments, backdues, fines, and similar charges and fees. Allotment deductions will be made by the NAF Financial Management Branch Office each pay period in the bi-weekly amount shown on the SF 1187. If the amount of regular dues is changed by the Union, the NAF Financial Management Branch Office will be furnished written notification **signed** by the President of AFGE, Local 2670, that the membership has approved such change and the amount of new deduction to be withheld. The effective date of such change shall be the beginning of the first complete bi-weekly pay period after receipt of the change notice, unless a later date is specified by the Union. Only one such change may be made in any 12-month period.

#### ARTICLE 28

##### SAVINGS BOND PROGRAM

The Employer and Union agree to support the payroll savings plan for the purchase of United States **savings** bonds.

#### ARTICLE 29

##### CHARITY DRIVES

Section A, the Employer and the Union agree to encourage civilian employees to contribute to worthwhile organizations as part of their personal responsibilities as citizens in the communities in which they work and live.

Section B. The Union agrees to cooperate with the Employer in approved fund raising programs.

## ARTICLE 30

### SUPPLEMENTAL AGREEMENTS

Section A. This agreement, except for its duration period as specified in Article 31, is subject to opening only as follows:

1. Mutual Consent Reopenings: The agreement may be opened for supplementation by the mutual consent of both parties at any time. If the parties agree that reopening is warranted, they shall proceed to negotiate on such supplement. No proposals shall be considered except those bearing directly on the subject matter agreed to by the parties for reopening.
2. Mandatory Reopenings: Supplements may be required because of changes in applicable laws, or regulations of appropriate authority after the effective date of this agreement. In such event, the parties will meet for the purpose of negotiating such language that will meet the requirements of such laws, and regulations of appropriate authority.

Section B. It is understood by both parties that any supplements to this agreement require the same approval as the basic agreement and these supplements will terminate at the same time as the basic agreement.

Section C. Memorandum of Understanding on Ground Rules for Negotiations will be negotiated prior to the negotiation of supplements to this agreement as prescribed in this article.

## ARTICLE 31

### TERM OF AGREEMENT

This agreement will remain in effect for a period of three (3) years from date of approval by Headquarters, Air Training Command. For the purpose of this agreement, the duration shall be computed to include the date of Approval. Request for negotiation notices must be given during the one-hundred five (105) to **sixty** (60) day period prior to the expiration date of the agreement. It is understood that the agreement will terminate at any time it is determined that the Union is no longer entitled to exclusive recognition under Title VII, CSRA, 1978.

ARTICLE 32

DISTRIBU'IIION OF AGREEMENT

The Employer will furnish the Union **with 250 copies** of the agreement for distribution to Unit employees. The Union may purchase an additional 250 copies at cost.

SIGNATURE PAGE

EXECUTION OF AGREEMENT

Signed this **23rd** day of **May** 1984 at Keesler Air Force  
Base , Mississippi.

COMMANDER, 3380 AIR BASE GROUP

FOR THE UNION

"APPROVED THIS **24th** DAY OF JULY 1984. NO EXCEPTIONS TO THE REGULATION ARE  
INTENDED OR APPROVED. "

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