

Labor-Management Agreement

between the

*Commander, 89th Airlift Wing
Andrews AFBMD*

and

*The American Federation of
Government Employees
Local 1092*



Effective Date: 6 October 1995
Expiration Date: 5 October 2001

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ARTICLE I

EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT

Section A: This Agreement is made and entered into by and between the Commander, 89th Airlift Wing. Here after referred to as the Employer and American Federation of Government Employees (AFGE) Local 1092, AFL-CIO, hereafter referred to as the "Union."

Section B: The Employer recognizes AFGE Local 1092 as the exclusive representative for all employees included in the bargaining Unit defined in Section C of this Article.

Section C: All Air Force Nonappropriated (NAF) employees serviced by the Department of the Air Force, 89th Airlift Wing, Andrews Air Force Base, but excluding all management officials, supervisors, professional and employees described in Section 7112b (2), (3), (4), (6), and (7) of 5 USC Chapter 71.

Section D: Future references herein to "Employee" will be understood to apply either to a "Regular" or "Flexible" employee as specified hereinafter. Reference to "employee(s)" will apply to all employees.

Section E: The Employer and the Union agree that grievances involving interpretation or application of a specific clause of the collective bargaining Agreement may be submitted to arbitration in accordance with the provisions of Article 30. The Arbitrator shall not have the power to add, modify, amend, or delete any terms or provisions of the Agreement.

GOVERNING LAWS AND REGULATIONS

Section A: In the administration of all matters covered by the Agreement, the Employer and Union are governed by existing and future laws and the regulations of appropriate authorities. Regulations of appropriate authorities are policies set forth in the Civil Service Reform Act, published government-wide and agency directives, regulations, and instructions in existence at the time this agreement was approved which have not been modified by this agreement. Changes will be subject to impact and implementation bargaining. This agreement will be subject to modification by subsequently published agency directives, regulations, and instructions required by law or by appropriate higher authorities, **i.e.**, Office of Personnel Management (OPM), Department of Defense (DoD), and Department of Air Force.

Section B: Issues not specifically addressed in the agreement are governed by law, Executive Order, OPM, DoD, Department of Air Force Directives, Regulation, and Instructions as well as pertinent regulations of other Federal agencies.

ARTICLE 3

RIGHTS OF EMPLOYER

Section A: In accordance with SU. S. C. 7106 (a) and 7106 (b) (2) (3), the Employer retains the Right:

1. to determine the mission, budget, organization, number of employees, and internal security practice of the agency, and
2. In accordance with applicable laws,
 - a. to hire, assign, direct, layoff, and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees,
 - b. to assign work, to make determinations with respect to contracting office and to determine the personnel by which agency operations shall be conducted.
 - c. with respect to filling positions, to make selections for appointments
 - (1) among properly certified candidates for promotion, or
 - (2) any other appropriate source, and
 - d. to take whatever actions may be necessary to carry out the Agency mission during emergencies.

Section B: Whenever the Employer or higher authority declares an emergency which results in provisions of this Agreement not being honored or being suspended, the Union will be informed of the reason for the emergency and its expected duration provided security considerations permit release of such information.

Section C: Whenever language in this Agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Employer retains the sole discretion to assign work and to determine who will perform the function discussed.

RIGHTS OF EMPLOYEES

Section A: Employees shall have and shall be protected in the exercise of their right, freely and without fear of penalty or reprisal, to join and assist a labor organization or to refrain from any such activity. In the exercise of this right, employees shall be free from all interference, coercion, restraint, and discrimination. Nothing in the Agreement shall require an employee to become or to remain a member of a labor organization or to pay money to the organization, except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. The right to assist the Union extends to participation in the management of the Union and acting for the Union in the capacity of a Union representative, including presentation of its views to officials of the Executive Branch, heads of agencies, the Congress, or other appropriate authorities.

Section B: The Employer and the Union shall take the 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 practiced within the Unit to encourage or discourage membership in the Union.

Section C: Except as provided by law or regulation of higher authority, the Employer affirms to the right of employees to conduct their private lives off the job as they desire. In the performance of official duties, employees will be guided in their conduct by the Code of Ethics for Government Employees. When an employee's behavior or conduct off the job, i.e., in his/her personal life, is alleged to be of such nature as to preclude the employee from satisfactorily performing his/her duties as an employee and his/her conduct off duty adversely affects the functions of the Nonappropriated Fund Instrumentality (NAFI), the Federal government, or the Department of the Air Force will the conduct be of concern to the Employer.

Section D: The Employer will not require any employee to invest *or donate* his/her money to charity. However, the Employer may give employees the opportunity to participate in activities, meetings, or undertakings relating to such activities.

Section E: With the supervisor's permission, an employee may visit by appointment, the NAF Human Resource Office (HRO) during the normal duty hours of that office and review the Official Personnel Folder (OPF) containing his/her records. The employee may be accompanied by a Union representative and may request and receive a copy of material contained within the folder, subject to appropriate regulations. Supervisors will accommodate employees' requests as quickly as possible.

Section F: An employee should submit a 2-week advance notice of resignation. A resignation not submitted 2 weeks in advance may not be withdrawn without prior approval of the appropriate supervisor in coordination with the NAF HRO. A resignation may not be withdrawn if the effective date of the resignation has passed.

Section G: In the event an employee does not receive the correct amount due on the regular payday, upon request the Employer will see that the employee receives an explanation of his/her discrepancies and an arrangement between that employee and the Resource Management Office will be made to affect corrective action without delay.

Section H: The Employer shall not request an employee to make any report concerning any of his/her personal activities or undertakings unless such activities or undertakings are related to or affect his/her employment in the performance of official duties, or to the development of skill, knowledge, or ability which qualify him/her for the performance of such duties, or unless there is a reason to believe that the employee is engaged in outside activities or employment which is subject to reporting under the Joint Ethics Regulations. Regular employees will notify their supervisor and obtain permission prior to accepting outside employment.

Section I: An employee may review his/her Employee Work Folder (EWF) upon a request to his/her supervisor. Upon request the supervisor will provide a copy of documents from the folder.

Section J: Employees have the right to bring complaints concerning their employment and functioning of their organization directly to the attention of management officials either personally or through their Union without fear of reprisal, retribution, or harassment from management or other employees. Employees are encouraged to use the chain of command. Employees wishing to present a group grievance will do so through the Union.

Section K: Employees have the right to be treated and addressed with respect and in a dignified manner by supervisors and other employees. No employee will be harassed, threatened, or intimidated by management officials. If a supervisor has reason to question an employee about his/her work or conduct the supervisor will do so in a dignified and respectful manner. If a supervisor notices or an employee complains about harassment by other employees. The supervisor will take action necessary to investigate and stop such harassment.

ARTICLES

UNION REPRESENTATION

Section A: The Employer agrees to recognize the officers, duly designated representatives, and shop stewards. The Union shall furnish the Labor Relations Officer (LRO) list all of its officers, representatives, and stewards. This list will be updated as changes occur.

Section B: The Union shall have up to seven shop stewards inclusive of a chief shop steward to represent the bargaining unit.

The chief shop steward shall be designated by the President, and will deal with the Employer on routine day-to-day labor management situations, and shall serve in the absence of the other stewards, as well as his/her specified area.

Section C: The Employer further agrees that Union officials may use reasonable amounts of official time to perform and discharge duties and responsibilities such as representing employee(s) or attending meetings with appropriate management officials. The Union agrees that any matters properly defined as internal Union business will be conducted during non-duty hours.

Section D: Union officials will obtain written permission from the supervisor prior to leaving the work site. Supervisors will advise the Union official within 1 workday of approval of requests for official time so a Union representative is available as required.

Section E: Prior to entering a work area to meet with an employee(s). The Union official will obtain permission of the employee's supervisor. The employee will be entitled to only one Union representative at a time.

Section F: The Union shall be given the opportunity to be present at formal discussions between the Employer and employees concerning a grievance and discussions concerning changes affecting general working conditions of employees in the Unit

Section I: National representatives of AFGE will be admitted to the installation to meet with employees, activity Union officials or management officials during working hours subject to appropriate security and safety directives. The Union agrees that advance notice of official visits will be given to the LRO or designated representative.

ARTICLE 6

ALLOTMENT FOR DUES

Section A ~~UNION K&L~~ The Union agrees to assume the responsibility for the following:

1. Informing and educating its members on the voluntary nature of the system for the allotment of Dues including the conditions under which the allotment may be revoked.
2. Purchasing and distributing to its members Allotment Form SF-1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues, and SF 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Organization Dues.
3. Notifying the NAF Payroll Office (Payroll Office) and the LRO in writing of
 - a. the names and titles of officials authorized to make the necessary certification of Allotment Form SF-1187 in accordance with the Article,
 - b. the name, title, and the address of the Union official (s) to whom remittances should be sent, including how the check should be drawn,
 - c. any change in the amount of membership dues {see Section D1), and
 - d the name of any employee who has been expelled, suspended, or ceases to be a member in good standing in the Union within 10 days of the date of such final determination.
4. Forwarding properly executed and certified Allotment Form SF-1187 to the Payroll Office and a copy to the LRO on a timely basis.
5. Providing to and advising an employee who inquires that it is the individual's responsibility to deliver SF-1188, Revocation of Voluntary Authorization for Allotment Compensation for Payment of Employee Organization Dues, directly to the Payroll Office.

Section B: Employer Responsibilities: The Employer agrees that it is responsible for the following:

1. Permitting and processing voluntary allotment of dues in accordance with this Article.
2. Withholding dues on a bi weekly basis.

3. Notifying the employee and the Union when an employee is not eligible for an allotment because he/she is not included under the recognition on which this Article is based.
4. Withholding new allotment of dues upon certification from the authorized Union official so long as the amount has not been changed more than once during the past 12 months.
5. Transmitting remittance check to the Union officials designated by the Union along with a listing of employees for whom deductions were made. A copy of the revocation notice will be provided when a dues withholding is terminated.
6. Providing the following information on the remittance listing:
 - a. The name of each employee for whom deduction is being made or who has authorized a deduction to be made during the current pay period, plus the name of each employee for whom authorization was applicable but for amounts which were not deducted in the pay period because of insufficient earnings.
 - b. For each employee or group of employees, the following information will be given to the extent applicable:
 - (1) Identification of the employee.
 - (2) Amount withheld.
 - (3) No deduction because employee's compensation is insufficient to pension deduction.
 - (4) No deduction because employee has been separated, transferred, promoted, detailed, or temporarily promoted to a nonbargaining unit position.
7. Furnishing the gross amount deducted, the amount retained, if any, and the amount remitted.

Section C: Joint Stipulations: "The parties agree that

1. the amount of dues to be deducted as allotments compensation may not change more frequently than once each 12 months
2. Administrative errors in remittance checks will be corrected and adjusted in the next remittance checks to be issued to the Union. If the Union is not scheduled to receive a remittance check after the discovery of the error, the Union agrees to promptly refund the amount of the erroneous remittance.

Section D: Effective date for actions under this Article:

<u>Action</u>	<u>Effective Date</u>
1. Change in amounts of dues	Beginning of the first pay period after receipt of certification in the Payroll Office
- 2. To revoke allotment, submit your revocation to the Payroll Office at any time	(a) For an employee who has had withholding for less than one year, the first payday after the first anniversary of the withholding (b) For an employee who has had withholding for one year or more, the beginning of the first full pay period following Jan each year
3. Termination due to loss of membership in good standing	Beginning of first pay period after date of receipt of notification in Payroll Office notification to be made by the President, AFGE, Local 1092
4. Termination due to loss of recognition on which allotment was based	Beginning of first pay period following loss of recognition
5. Termination due to any type of transfer or other personnel action to an area/status not covered by this Agreement is suspended or terminated by an appropriate authority outside of the DoD	(a) If action is effective on first day of a pay period, termination of allotment will be at the end of the preceding pay period (b) If action is effective on any day other than the first day of a pay period, termination of allotment will automatically be at the end of pay period

ARTICLE 7

MIITUAL COOPERATION AND PRINTING OF AGREEMENT

Section A: The Employer agrees during orientation to inform new employees, orally and in writing of the Local's exclusive recognition.

Section B: The Employer will be responsible for initial printing and distribution of the Agreement to Unit employees. The Employer agrees to furnish the Local with 200 copies of this Agreement. The cost of printing subsequent copies will be borne by the party requiring the copies. Any amendment or supplement thereto will be accomplished by the Employer. The Union will be provided 200 copies of these changes. A copy of the Agreement will be provided to new Unit employees.

Section C: The Employer agrees to provide the Union with a copy of pamphlets and instructions governing NAF personnel management and administration, and further agrees to provide the Union with changes to the regulation as they occur and are received by the NAFHRO.

Section D: Quarterly, the Employer agrees to give the Union a list of names, position titles, grades, and employing NAF activity.

Section E: The Employer further agrees to authorize the Union to conduct form membership campaigns per year. No more than one membership drive will be conducted in a NAF activity per year. All employees participating for the Union will be in a non-duty status and all contacts with Unit employees will be during nonworking times of such employees.

ARTICLE 8

UNION-EMPLOYER COOPERATION COMMITTEE

Section A: In conformance with the recommended practice of the Department of the Air Force, it is established that a monthly meeting will be held between the Employer and the Union.

Section B: The Employer will be represented by management officials, while the Union will be represented by the elected officials of the Unit. Three representatives from each side will be present, but this number may differ if the parties mutually agree.

Section C: The representatives will be known as "Local 1092 Union-Employer Cooperation Committee." The Employer and the Union will designate a coordinator to serve for alternate 6 month periods of this Agreement. Management shall serve the first term. Thereafter, the parties will alternate in sharing the position of Coordinator for 6-month periods. The Coordinator will have the functions and responsibilities listed in the sections below.

"
Section D: Meetings of Local 1092 Union-Employer Cooperation Committee will be conducted at a location agreed upon by the parties.

) Section E: Meetings normally will be held once a month but may be canceled by mutual agreement of the parties or for a lack of an agenda. Likewise, emergency meetings may be called resulting in more than a single meeting in any given month when participants agree that an emergency exists. The Committee will normally meet during the fourth week of each month, normally on a Thursday. The date and time will be made known to the participants by the Coordinator. A proposed agenda will be prepared by the representative of the Union and/or by an Employer representative, and submitted to the Coordinator not later than Friday noon of the third week of each month. After submission of the proposed agenda, the coordinator will prepare the agenda. Should an emergency matter arise to be considered for discussion, the party raising the matter will inform the Coordinator not later than the day before the scheduled meeting.

Section F: A review will be made of the adequacy and appropriateness of the agenda items by the Coordinator who will then notify the parties of the time, date, and place of the meeting and the proposed agenda. If an agenda item is not proposed, the meeting will be canceled by the Coordinator.

Section G: If questions develop as to the propriety of any agenda item, a resolution of the difference between the parties, or between the Coordinator and either the Employer or the Union, or both, will be accomplished before the meeting is convened.

Section H: The Coordinator will be notified in writing of the anticipated absence of any person previously scheduled to attend the meeting together with the name of any alternate and scope of the authority to be vested in the alternate.

Section I: When expert testimony is required or the presence of other participants is necessary to the accomplishment of the business of the Committee at any meeting, the name, organization, address, and telephone number of the person will be submitted in writing with the agenda.

Objections by one or more of the regular participants to the presence of any non-regular participant will be given orally, or in writing with the Coordinator not later than Monday of the fourth week of the month. The presence of non-regular participants will be by mutual agreement of the Union and Management Coordinators. Objections to an emergency meeting will be given to the Coordinator at least one day before the emergency meeting. Decisions will be made by majority vote of the regular attendees. When specific issues cannot be agreed upon, the issue will revert to the negotiated grievance procedure, Article 28.

Section J: The meeting will be called to order and presided over by the Coordinator. The order of business will be as determined by the Coordinator, but non-agenda items will not be considered or discussed unless there is mutual consent by those present. Issues will be resolved by majority vote. Recommendations or suggestions by one party will not be binding upon members of the other party, present or absent. Impasses, as such, will not be declared by the Committee, but serious differences of opinion or interpretation which cannot be resolved after prolonged deliberation should be referred to higher echelons of the Employer or the Union organization for advice and assistance in resolving the issue. To be meaningful, all parties attending meeting must be willing to examine opinions and views other than their own and enter into considerations with the sincere intent to add and put into practice those practices, procedures, and measures which can be anticipated to be conducive to greater efficiency, production and/or enhance worker morale, and which are to be of tangible and significant benefit to both the Air Force and the employees. The integrity of the Committee and its continued usefulness will be seriously undermined if matters appropriate for consideration or consultation by the Committee are diverted to other channels before or during Committee deliberations.

Section K: The Coordinator will have prepared printed summaries of meeting which are to be distributed not later than 10 days after the meeting. Summaries will be provided to the President, Local 1092, and the LRO for distribution.

Section L: Any significant changes to these proceed. Must meet the mutual approval of the group representatives and the Support Group Commander, or the Union President or their designees, before being adopted and put into use.

Section M; The Employer agrees that there shall be no mistreatment by a Management representative of a member of the Union because of the performance of his/her officially assigned Union duties as outlined in this Agreement.

Section N: Upon written request of the group to the LRO, a meeting with the Support Group Vice Commander and appointed Union representative(s) may be held to promote better Labor/Management relations.

ARTICLE 9

EQUAL EMPLOYMENT OPPORTIJNITY (EEO)

Section A: The Employer and the Union will cooperate in providing equal opportunity in employment for all persons; to prohibit discrimination because of age, physical or mental disability race, color, religion, sex, or national origin and to promote the full realization of EEO through a continuing affirmative action program which will include efforts to make reasonable accommodations for employees with disabilities. An employee who feels he/she has been subject to discrimination will be encouraged by the Union and management to contact a Union representative to obtain assistance in filing a complaint.

Section B: The Union will represent all employees of the Unit without discrimination because of age, physical or mental disability, race, color, religion, sex, national origin, or Union/NonUnion membership.

Section C: The Employer agrees to keep a current list of EEO Counselors and phone numbers posted in prominent places throughout NAFI facilities.

Section D: The Employer will consider training supervisors and employees to recognize discriminatory actions and how to stop discriminatory practices and modify behavior in the work place. The Employer will notify the Union of the training provided in this area.

ARTICLE 10

WORKING CONDITIONS

Section A: Equipment, furniture, and supplies will be functional and be in good working condition. When repairs are needed, the supervisor will make every effort to obtain such repairs or replacements in a timely manner. The Employer will provide lockers for employees who are required to change clothes prior to and after their duty shift. All lockers presently provided to employees will continue to be provided, unless the employees indicate they are no longer desired. Supervisors may inspect locker rooms and lockers without notice. A notice will be posted in locker rooms that locker rooms and lockers may be inspected without notice.

Section B: When uniforms are required, they will be issued by the Employer. Upon an employee leaving NAF employment, the employee will return all uniforms in good condition, consideration being given to normal wear and tear. Employees who return uniforms that have been destroyed or ruined so they can no longer be worn due to neglect, may be required to pay for uniforms based on fair market value. Uniforms will be replaced by Management as required. Three uniforms will be furnished to employees who are required to wear uniforms.

Section C: NAF employees are authorized to use the Child Development Centers for dependent children on a space available basis!

Section D: Restrictions on lifting are:

Light Lifting: 35 pounds

Heavy Lifting: 60 pounds

ARTICLE 11

HEALTH, SAFETY, AND SANITATION

Section A: Employees who become aware of a health and/or safety hazard will report the condition to his/her immediate supervisor who will do an inspection. If it is not within the supervisor's ability to make an on the spot correction, the supervisor will take the necessary action to correct the deficiency by notifying the Safety Office and initiate a request to civil engineering to have the deficiency corrected. The Safety Office and Bioenvironmental Engineering may be requested to evaluate the work area for any deficiencies or hazards.

Section B: Any employee who reasonably believes that an imminent danger exists will bring the matter to the attention of the supervisor who will make a determination in accordance with Section A (imminent danger is defined as, "any condition or practice in any workplace which is such that a danger exists which can reasonably be expected to cause death or serious physical harm immediately coupled with a belief that there is insufficient time for such danger to be eliminated through normal procedures"). The employee may be assigned to a different area or task during the time it is necessary to evaluate the condition and/or eliminate any hazard which may exist. The Union representative will be notified if a danger exists.

Section C: The Employer and the Union will cooperate continuously to eliminate unsafe conditions, accidents, and health/safety hazards in the workplace.

Section D: An employee injured on the job may request transportation to the base medical facility for emergency care. Management will ensure emergency care is provided. If medical authorities indicate the employee can only work light duty because of an on-the-job injury, the Employer will make reasonable effort to accommodate the employee. If the employee cannot work, the employee may be placed in an approved leave status and/or on worker's compensation. If a Regular employee meets the eligibility for worker's compensation, the employee will be charged sick leave for the first 3 calendar days. Flexible employees will be on leave without pay for the first 3 calendar days.

Section E: When an employee is injured, the following forms will be submitted to the HRO in the time frame indicated:

- | | |
|--|--|
| 1. LS-I. Request for Examination and Treatment | Within 48 hrs
of visit to medical
practitioner |
| 2. LS-201, Notice of Employee Injury or Death | Within 48 hours |

3. LS-202 Employees First Report of Injury or Occupational Illness

Within 24
hours of injury

ARTICLE 12

FACILITIES AND PUBLICITY

Section A: Management agrees to provide a facility for Union meetings outside normal duty holidays. The Union should schedule the use of the facility at least 7 days in advance. Management also agrees to provide a facility to be used as Local 1092's Union office. The Union will sign and honor the Department of the Air Force (OAF) license as written by the Employer (copy provided). The Union will provide any and all equipment at no expense to Management. Management agrees to have a phone line installed. The Union agrees to clean the facilities, not to abuse or misuse the building or items therein contained. The Union may have access to and the use of excess administrative equipment.

Section B: The Employer agrees to provide bulletin board space within each activity for the posting of Union material. Such space shall consist of an area sufficiently large enough to accommodate four 8 1/2 X 11-in sheets of paper. Notices will not violate any law, the security of the activity or contain scurrilous or libelous material. The Union shall keep information current and remove outdated material.

Section C: The Employer agrees to distribute the Agreement to all supervisors and management officials who will be concerned with its administration. The Employer agrees that the Agreement will be posted on employee bulletin boards for use by employees.

Section D. A Union representative will be entitled to privacy when conducting a discussion or preparing a grievance or an appeal with an employee. For this purpose, a meeting room or suitable space will be provided for the Union official and employee.

Section E: IAW DoD policy and AFR 700-8, Vol I, personal telephone calls (such as call to speak to spouse, minor children, or to manage for emergency repairs to residence or automobile, that must be made during the working hours over the commercial local/long distance network) may properly be authorized by the supervisor as being in the best interest of the government if the call is consistent with the following criteria:

1. It does not adversely affect the performance of official duties by the employee or the employee's organization.
2. It is of reasonable duration and frequency.
3. In the case of long distance calls are
 - a. Charge the employee's home telephone number or other non government number (third party call).

- b. made to an 800 toll-free number,
- c. charged to the called party if a non-government number (collect call), or to a personal telephone credit card.

Section F. The Union will have to appropriate regulations, 34-series instructions, etc., located in the HRO and the Master Reference Library. When funding is available the Employer agrees to provide the Union with copies of the above instructions.

ARTICLE 13

CONTRACTING OUT

- The Employer agrees to notify the Union when it proposes to conduct a feasibility study to contract-out functions which will displace employees in the bargaining unit. The Union will be given an opportunity to present its views and recommendations and to request negotiations regarding the impact on affected bargaining unit employees.

ARTICLE 14

FINANCIAL OBLIGATIONS

Section A: Employees are expected to pay their financial obligations as due and not become involved in collection actions which will reflect adversely on their personal demeanor.

Section B: The Employer will not become involved in the personal financial affairs of the employee unless ordered to take action by the order of a court or competent authority.

ARTICLE 15

ANNUAL LEAVE

Section A: Annual leave is the right of Regular employees subject to management approval. The annual leave program will be in compliance with AFM 34-310, Chapter 14.

Section B: Dates of approved scheduled annual leave will not be changed by a supervisor except in case of a work situation requiring the presence of the employee. Previously approved annual leave can only be canceled by the Services Squadron Commander. Employees whose previously approved annual leave is canceled will be given the opportunity to use leave as quickly as possible.

Section C: If an employee is required to interrupt his/her annual leave due to an emergency in the workplace, the employee will be permitted to resume his/her leave as soon as the emergency is over unless the employee is needed to perform other duties.

Section D: Mission requirements permitting upon request of an employee, annual leave for vacation purposes may be scheduled for two consecutive weeks. Longer leave periods will be considered by supervisors.

Section E: Planned annual leave in excess of 3 days will be scheduled by the employee by 31 January each year. Regular employees will be advised by 15 Feb if his/her requested leave is approved. Any conflict that arises in scheduling leave shall be resolved on the basis of seniority in the employing NAFI activity. However, employees in a use or lose status will have first priority.

Section F: Regular employees may be granted leave without pay, in lieu of available annual leave, when the employee has a personal need to be off work. The supervisor may approve/disapprove leave without pay based on the needs in the work place.

Section G; Request by Union officials for leave and/or leave without pay to attend Union conventions or other Union meetings will be granted by the Employer upon receiving the request 20 days prior to the leave period.

ARTICLE 16

SICK LEAVE

Section A: Sick leave for regular employees will be in compliance with current DoD directives and AFM 34-310. An employee who is sick for more than 3 consecutive days may be required to provide a certificate from a medical practitioner that the employee was treated.

Section B: Advanced sick leave for regular employees may be requested by the employee up to but not to exceed 240 hours. Approval by the supervisor for advanced sick leave will be based on the employee's work schedule, length of service, attendance record, and written agreement to pay back the remainder of the sick leave that has not been earned prior to resignation/removal.

Section C: The Voluntary Leave Transfer Program (VLTP) will be operated by the HRO. Only Regular employees who earn annual sick leave are eligible for this Program. Sick leave cannot be donated. The VLTP is used to cover emergency absences (for medical purposes) for periods of 80 hours or more. The VLTP will be established in accordance with AFM 34-310.

Section D: Employees may be sick leave under the provisions of the Air Force policy implementing the Federal Employee's Family Friendly Leave Act (PL 103-388).

ARTICLE 17

EXCUSED ABSENCE AND COURT LEAVE

Section A: With the supervisor's approval, a Regular employee may be excused without charge to leave for the time necessary to donate blood, for recuperation following the donation and for necessary travel to and from the donation site. The maximum time allowed without charge to leave is 4 hours.

Section B: A Regular employee may be given time off to register or vote in national, state, and local municipal elections or referendums without charge to leave IAW AFM 34--310. Normally, where the polls are open either 3 hours before or 3 hours after the employee's regular duty hours, no time off is granted.

Section C: Court Leave, If a Regular employee is summoned for jury duty or to act as a witness for the Federal, State, or Municipal Courts, he/she will be paid at his/her pay rate for the time required from his/her normal scheduled tour of duty to perform such duties. When an employee is subpoenaed for jury or court service, he/she will promptly notify his/her supervisor so arrangements can be made for his/her absence from duty. If an employee serving as a juror is excused or released by the court, he/she is expected to return to duty unless this would be impractical. *If the employee is excused by the court prior to the end of their regular Workday, they shall contact their supervisor to determine if they can expected to return to work..*

Section D. A Regular employee summoned for a court appearance that is not required by Section C above will be granted annual leave or leave without pay (LWOP) to respond to the summons.

ARTICLE 18

POSITION GUIDES

Section A: All employees must be provided with a copy of their position guide within 30 days of assuming a position by any personnel action. At that time employees will review with the supervisor the duties of the position and the standards of performance. If the employee alleges that the position is not correctly classified the supervisor will direct the employee to the HRO who will give the employee information concerning the procedure to file a classification appeal.

Section B: The term used in position guide, "other duties as assigned" refers to duties related to the position associated with the functions performed in the activity.

Section C: When an employee alleges that the duties of the position are not those described in the position guide, the employee may file a grievance under the negotiated grievance procedure (Article 28). All other appeals concerning application of standards and position classification must be appealed under the procedure given in AFM 34-410, Chapter 17.

ARTICLE 19

PROMOTIONS AND REASSIGNMENTS

Section A: The policy of the Employer is to utilize employee skills and qualifications by considering and promoting employees on the basis of merit. Promotion consideration for vacant positions will be given to all NAF employees before outside hires, with the exception of military spouses, transition hiring preferences, and veterans who meet the requirements as outlined in AFM 34-310.

Section B: Announced vacancies will be posted by Management in the HRO and all activities. Any employee may request and be considered for a reassignment even if it means his/her category may change from Regular to Flexible or Flexible to Regular. Employees wishing to be considered for reassignment must fill out an AF Form 2550 and submit it to the HRO. An involuntary reassignment may not change an employee's category of work, or pay.

Section C: Employees who are interviewed by management and are not selected, will be given a Notice of non-selection within 14 days after the selection is made.

Section D: The Employer will maintain an Applicant Supply File at the HRO on all jobs available within the Unit. If no applications are on hand for a particular job at the time a vacancy is to be filled the supervisor may request the vacancy be announced on base and any other appropriate source. Employees who have submitted an application for consideration may contact the HRO to determine the status of their application.

Section E: Employee selected for a position will not be held by the current supervisor for longer than 2 weeks unless the current supervisor can show that the release would adversely affect the functioning of the NAFI.

ARTICLE 20

DETAILS AND TEMPORARY PROMOTIONS

Section A: Details and temporary promotions will be accomplished according to provisions of AFM 34-310, Chapter 5

Section B: Temporary promotions may be used to fill a vacant position or a position which is temporarily vacant. Employees who are assigned to perform higher grade duties for a period of at least two pay periods will be temporarily promoted while performing the higher level duties. The employee must be qualified for the job to which he/she is temporarily promoted.

Section C: When a detail or temporary promotion is terminated, the employee will be returned to his/her position. Details and temporary promotions will be annotated in the employee's work folder (AF Form 971). Details of more than 30 days will be recorded in the employee's Official Personnel Folder (OPF). Employees may submit an AF Form 2548 (NAFI Request for Personnel Action) to record accumulation of experience gained as a result of short-time details. The supervisor will be required to certify the AF Form 2548.

ARTICLE 21

PAY, TIME KEEPING, AND WORK SCHEDULES

Section A: No employee will be paid less than the rate of pay for his classified position including his/her step above the minimum pay for the position. The pay for any shift the employee works shall not be less than the employee's classified rate of pay for the time worked.

Section B: Open Mess Club employees are entitled to gratuities, tips, and any other contributions from patrons whether left on the table or added to the checks.

1. Tip off-set against the employee's wages will not exceed 25% of the Federal or state minimum wage, whichever is higher. In no circumstances will the employee be paid less per hour than his/her hourly rate for the position to which appointed.
2. Tips collected by the management will be paid to the employee at the end of each pay period.
3. The employee's pay slip will state clearly the number of hours worked, the number of regular hours and the rate per hour, the number of hours overtime or other premium pay hours, the total amount earned in each category and the amount of tips the employee earned. It will also clearly show the number of hours, off-set per hour, and the total off-set amount. All other deductions will be clearly identified and the amount of each deduction shown. The slip will show the total amount of the pay check of the employee.
4. Service charges will be distributed between employee and the respective Club management, Enlisted Club and Officers' Club, as per rate schedule in the supplement of this Agreement. Changes in service charge distribution between management and employees are subject to negotiations. Change in rates of tip off set or distribution of service charges as a result of negotiations will take effect the end of the first full pay period after the Agreement is signed.
5. Management will notify employees periodically of the requirement to report tips.
6. Employees will report to management at the end of each amount of gratuities received directly from the patrons. Management will keep a track of the amount of direct tips received and give the employee a total when distributing W-2 forms.

Section C: Employees will be paid for all time spent on the job. When time clocks are used, the employee will be considered to be on time if the employee is present-ready to punch his/her time card at the starting time. Employees will not be penalized because of their inability to punch in on time due to a line at the time clock. Premium pay will be paid as stated in Article 22.

Section D: If a supervisor permits or requests an employee to work past the employee's quitting time and the employee becomes entitled to overtime pay, the employee will be paid overtime. Overtime pay will be paid for each 15 minute interval that the employee has worked overtime.

Section E: Supervisors may authorize excused absences of less than 1 hour if the tardiness is for good and sufficient reason.

Section G: Tours of duty will be established as required by AFM 34-310, Chapter 1. All schedules will be posted at least 1 week in advance. Employees will be notified of changes in schedules or tours at least 7 days in advance except when the agency determines that the agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased. Such changes may be made on 24 hours notice. Employees not scheduled for the minimum number of hours should notify their supervisor prior to beginning of the work week.

Flex employees may be called in as needed. However, scheduled tours will be established in those instances where it is possible to do so.

Section H: Rest Periods: Employees will be granted a 15 minute rest period during each 4 consecutive hours of work. Exceptions will be made for special functions the requirement that employee be present for health, safety, and/or security reasons. When the employee is required to remain on the job, a relief will be provided to the employee as quickly as possible after the employee's request.

Section I: Meal breaks will be scheduled no sooner than 2 hours after and no later than 5 1/2 hours after starting time. Meal breaks will be no less than 1/2 hour or longer than 1 hour. The timing and the length of the meal break will be determined by circumstances at the work site. Employees who are required to eat meals at their work site will be paid for 1 hour meal period which will be included in the hours of work for their tour of duty. Unless conditions prevent it, they will be given a 20 minute break from their work while remaining at the site.

Section J. Working conditions permitting, work schedules will be made to accommodate needs of employees.

ARTICLE 22

OVERTIME AND PREMIUM PAY

Section A: Overtime will be paid as directed by law and current DoD/AF Regulations/Instructions.

1. Unless directed otherwise by changes in law and regulations from OPM and DoD, CT (NA, NL) employees will be paid overtime at the rate of 1 1/2 times the basic rate. Overtime will be paid for all work that the employee is required, ordered, directed, or suffered or permitted to perform in excess of 8 hours per day and/or in excess of 40 hours per week. The method which gives the employee the most pay will be used for calculating overtime pay as directed in AFM 34-310, Attachment 15. Days of paid leave and paid absences from duty, including holidays, are considered to be hours worked in calculating the time in excess of 40 hours in a given work week. For employees working shifts, the shift differential is considered part of the basic pay and overtime will be calculated on the basis of basic pay. Unpaid leave is not considered as time worked when calculating overtime.

2. Pay Band Employees (NF and CC) who are not exempt from the provisions of the Fair Labor Standards Act (FLSA) shall be paid overtime for hours worked over 40 hours per week. Hours worked are considered all times which the employee was required or permitted to work. Periods of absences, including paid leaves, are not considered hours worked unless the employee is traveling during his/her duty hours. Any work the employee is required or requested to do away from his/her duty station is considered hours of work.

3. Exempt employees will be paid overtime in accordance with AFM 34-310, Attachments 15 and 16. Compensatory time off in lieu of paid overtime is not authorized except for religious observance and must be requested by the employee in lieu of overtime payment. The provisions of FLSA and AFM 34-310 will be followed. Compensation time off in lieu of paid overtime is not authorized for CY, NF.I or NF.II employees except for religious observance and must be requested in lieu of paid overtime. The provision of FLSA and AFM 34-310 will be followed. Complaints concerning alleged violations of the FLSA will be resolved through the grievance procedure.

Section B: Any employee who feels he/she has not received accurate overtime payment should contact his/her first line supervisor. If the problem cannot be settled with supervisor, the employee may contact the HRO for assistance.

Section C: An employee called back to work that places that employee in an overtime status will be guaranteed a minimum of 2 hours whether work is performed or not.

Section D: AH premium pay (Sunday, Holiday, Shift Differential, Hazard and Environmental Differential Pay) will be paid in accordance with AFM 34-310, Chapter 18.

ARTICLE 23

RECOGNITION, AWARDS, AND SUGGESTIONS

Section A: Any employee may be considered for recognition and monetary awards based on outstanding performance. The Employer may recognize an employee with a performance award at any time during the year. Length of Service Awards will be given to all employees based on length of service outlined in AFM 34-310. The HRO will monitor the length of service awards and ensure proper recognition is given to the employee.

Section B. Employees will be encouraged by their supervisor to participate in the Quality Initiative Program by making suggestions for improvement of the operations. Supervisors or higher level management will ensure that suggestions are considered and evaluated and that employees who submit suggestions will be informed in a timely manner of the status of their suggestions.

ARTICLE 24

TRAINING

Section A: In accordance with AFM 34-310, Chapter 11, the Employer will provide employees with training and development opportunities which will enhance the employees' ability to perform their work more effectively.

Section B: Management will not only encourage employees to obtain training but will assign employees to training as the need arises. Management will be cognizant of its obligation to provide and pay for training to accomplish not only its affirmative action goals but also to provide upward mobility to the employees.

Section C: The Employer and Union will encourage employees to take part in self-development activities including formal training. Employees will supplement their career summaries upon completion of pertinent self-development activities.

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ARTICLE 25

DISCIPLINARY ACTIONS

Section A: Disciplinary actions will consist of oral admonishments, reprimands, suspensions from duty without pay, and removals or terminations. The seriousness of the incident which gives rise to the disciplinary action will determine the type of disciplinary action taken. Disciplinary action may be taken in any order. Standard guidance tables found in AFM 34-310, Table 7, may be used as a guideline to assist the supervisor.

Section B: Oral admonishment: Is an oral discussion between a supervisor and the employee. The supervisor will advise the employee he/she proposes to orally admonish the employee. The supervisor will provide the reason the action is proposed when the action will be effective, the time to respond (2 days), the right to representation, and the amount of official time (2 hours) that may be used to prepare a response. After the response time has elapsed, the supervisor will advise the employee of his/her decision to orally admonish the employee. If the employee is orally admonished, the supervisor will record the date and the reason for the oral admonishment on the employee's AF Form 971. The record of the oral admonishment may be retained for not more than the time specified by applicable directives and will be deleted after the time specified by applicable directives.

) Section C: Reprimand: If the supervisor determines the incident warrants a formal disciplinary action, the supervisor issues a proposed letter of reprimand. The proposal will explain in sufficient detail the reason(s) the employee is being disciplined, the person to whom a response is to be provided, time frame for the response (5 days) the right to representation and the amount of official time (4 hours) that may be used to prepare a response. A 7 day notice period must be provided before a decision can be made. If a decision to reprimand is issued, the notice will advise the employee of his/her grievance rights. A copy of the reprimand will be placed in the employee's OPF and EWF for not more than 2 years after the effective date at which time both copies of the letter will be removed.

Section D: Suspension/Removal: If a supervisor determines that a serious or repeated incident has occurred which warrants a more severe penalty than an oral admonishment or reprimand, he/she may issue a proposed letter of suspension, removal, or termination. The proposal will explain in sufficient detail the reason(s) the employee is being disciplined, the person to whom a response is to be provided time frame for the response (8 days for a suspension and 15 days for a removal/termination), right to representation and the amount of official time (4 hours for a suspension and 8 hours for a removal/termination) that may be used to prepare a response. A 10-day notice period must be provided before a decision to suspend can be made and 10-day notice before a decision to remove/termination can be made. The Employer will provide a minimum of 7-day notice if there is a reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed.

Section E: If the Employer/supervisor feels it is desirable not to have the employee in the work site during notification period the supervisor may send the employee home. The Employer will pay the employee for all scheduled hours the employee would have worked including shift differential, Sunday pay and holiday premium pay. If the employee is a Regular employee, the employee will continue to earn annual/sick leave based on the work schedule the employee would have worked.

Section F: The Employer will provide the employee with information needed to grieve the action in accordance with Article 28 of this Agreement.

Section G: In those instances where there is a written proposal and decision, the employee will be furnished an extra copy of the letter to give to his/her Union representative.

Section H: As used in this Article "days" refer to calendar days.

ARTICLE 26

PERFORMANCE EVALUATION AND PERFORMANCE-BASED PERSONNEL ACTIONS

Section A: Performance standards will be listed on the Position Guides and furnished to employees at the time of hire, promotion, demotion, or reassignment. Standards should be applied in measurable, realistic, and reasonable terms for those major functions specified for the position.

Section B: All employees will be evaluated annually based on an appraisal period of 1 Jan to 31 Dec. Employees may be evaluated more often if management feels the employee's performance is below a satisfactory level. Supervisors will conduct a semi-annual feedback performance discussion with employees and document the discussion in the employee's records. In order to receive an evaluation from a supervisor, that supervisor must have observed the employee for a minimum of 90 days.

Section C: Employees who are required to improve their performance will normally be given a written notice in accordance with AFM 34-310, Chapter 7. Employees who fail to show improvement after the evaluation period will be reassigned, demoted, or removed from employment.

) Section D: Supervisor may give administrative pay adjustments to a payband employee at any time. Crafts and Trades employees may not be considered for administrative pay adjustments

Section E: Flexible employees whose performance is unsatisfactory may be terminated.

Section F: Any employee may be removed during his/her probation period for poor performance.

ARTICLE 27

SEPARATIONS DUE TO BUSINESS BASED ACTIONS

Section A: The Employer agrees to inform the Union if and when it plans a reduction-in-force or any other business based actions resulting in separation or adverse actions. The Union will be given 7 workdays to comment on the plans and to bargain its impact and implementation.

Section B: Business based actions will follow the procedures for selecting employees for separation as outlined in AFM 34-310, Chapter 6. No business based action will be given to an employee by a supervisor until it has been verified by the HRO that proper procedures and rankings of employees has been complied with.

Section C: Regular employees who have been issued a business based action and have been employed as a Regular employee for more than one year without a break in service of more than 1 day, may be eligible for severance pay. Severance pay procedures and computations are outlined in AFM 34-310, Chapter 18. The maximum amount of severance pay an employee may receive is 52 weeks of basic pay at the rate of basic pay received immediately before separation.

Article 28

GRIEVANCE PROCEDURE

Section A: Introduction: The Employer and the Union recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner that will maintain the self-respect of the employee and be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest level of supervision. Nothing contained in this Article shall be construed to deprive any employee(s) of the rights guaranteed to them by provisions of 5 USC 71, Labor-Management Relations. Employees, their representatives, and witnesses must be free from restraint, interference, coercion, discrimination, or reprisal in presenting grievances and in giving testimony. The negotiated procedure shall be the exclusive procedure to be utilized for the matters covered therein.

Section B: A grievance means any complaint

1. by an employee concerning any matter relating to the employment of the employee, including disciplinary actions,
2. by the Union concerning any matter relating to the employment of any employee, or
3. by any employee, the Union, or the Employer concerning
 - a. the effect or interpretation or a claim of breach of a collective bargaining agreement,
 - b. any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting condition of employment, and
4. except that it shall not include a grievance concerning those items listed in Section C below.

Section C: Exclusions: The negotiated grievance procedure shall not apply to any dissatisfaction concerning

1. violations pertaining to prohibited political activities.
2. any request for disciplinary action against another employee
3. procedures for filling positions outside the bargaining unit, or personnel actions taken while a Unit employee is/was outside the bargaining unit,
4. retirement, life, or health insurance programs.

5. a suspension or removal under Section 7532 (National Security) of 5 USC
6. published wage or salary rates,
7. an examination, certification, or appointment,
8. the classification of any position which does not result in the reduction of pay of an employee,
9. any matter that has been raised a statutory appeals procedure,
10. the separation of employees during the probationary period,
11. the assignment to a position at the same grade/pay or a higher rate of pay,
12. nonselection for promotion of a group of properly ranked and certified candidates or failure to receive a noncompetitive promotion,
13. failure to adopt a suggestion, or a decision to disapprove a salary increase, a performance award, or other type of honorary or discretionary awards,
- 14; decision to not remove an oral admonishment or Decision to Reprimand from the OPF or EWF within a 2-year period
15. discrimination of a temporary promotion or limited term appointment upon notice as specified in the appointment and the return of an employee to his/her previously held position and
16. complaints of discrimination.

Section D: Grievancies): Differences of opinion as to whether or not a matter is grievable subject to the Item 5 of this Article shall be submitted to arbitration in accordance with procedures in Articles 29 and 30 for that threshold determination, subject to appeal to the Federal Labor Relations Authority (FLRA).

Section E: Nonintervention: Any employee or group of employees in the Unit may present grievances arising under this Agreement to the Employer and have them resolved without intervention by the Union. In such instances, the Union has a right to have an observer present. Notification by management one day prior to the meeting, of the time and place of the meeting constitutes discharge of the management obligation.

Section F: Group grievances: An identical grievance, or substantially similar ones, by two or more employees will be considered as a single grievance. A decision on such grievances applies to all employees in the group and each is given a copy of the decision. An employee may withdraw

∴, from a group grievance, in writing, any time before a decision is rendered; however, he/she may not
/ then initiate the same, or a substantially similar, grievance.

Section G: Time Limitations: A reasonable amount of official time to present a grievance under this Article will be granted as follows:

1. To one Union official if the Union is grieving.
2. The employee and his/her representative, if otherwise in a duty status.

If the employee is represented by a member of the Union observer may be present but must be on annual leave or leave without pay.

Section H: Representation:

1. Employees in the Unit have a right to be represented and advised by a Union representative when presenting a grievance.
2. An employee may change representation at any time by submitting a written notice to management with a copy to the prior designated representative.
3. An employee may represent him/herself without the intervention of the Union. All remedies offered to the employee or obtained by the employee must be consistent with the terms of this Agreement. The Union will be advised of any and all remedies offered before they are finalized.
4. A Union observer will be given the opportunity to be present during any discussion between an employee representing him/herself and Management will notify the Union President or his/her designee of any impending meetings.
5. The Union has no obligation to request arbitration in any case. The request for arbitration is a Union prerogative.

Section I: ~~Witnesses~~ Witnesses who are employees and are called to testify at any step of a grievance will be required by Management to appear and give testimony. Employee witnesses, if otherwise in a duty status, will be on official time.

Section J: Allegations of Discrimination: When an employee alleges discrimination based upon race, color, religion, sex, national origin, physical or mental disability, or age in connection with the grievance proceedings will be held in abeyance, and the allegation of discrimination referred to the Chief EEO Counselor. 89 AW for action according to AFI 36-1201. If the employee's grievance is not resolved during the discrimination complaint procedure, the nondiscrimination aspects of the grievance are reinstated after the discrimination complaint process is concluded. See Section K.

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Section K: Employee's allegation of discrimination also includes issues that are grievable; the time frame for the filing of a grievance does not begin until after the pre complaint report on discrimination has been given to the employee by the Chief, EEO Counselor.

Section L: The following procedures will apply in processing grievances covered by this Article. Any grievance not presented within 21 calendar days of the date of the occurrence, from the date the employee first learns of an incident, or from the day following receipt or effective date of a disciplinary or advance action, shall not be presented or considered at a later date. If Management fails to comply with the time limits, and does not ask for an extension of time; the employee may elect to go to the next step.

1. The aggrieved employee will notify his/her activity manager that he/she wishes to present a written grievance, the grievance concerns an action taken by a higher level supervisor, in which case, the grievance will be presented to the supervisor who took the action. The grievance must identify the employee by name, title, grade, and organizational and must state the section(s) of this Agreement in dispute (if applicable), the name and telephone number of witnesses, the remedial action sought, the designated representative (if any), and be signed by the employee. The grievance may not be changed after submission at this step. The activity manager will meet and discuss the grievance with the aggrieved employee within 5 working days after receipt. The activity manager will render a written decision to the aggrieved employee within 5 working days after conclusion of the Step 1 discussion. Prior to issuing the written decision the proposed decision will be coordinated with the HRO.
2. If an acceptable remedy is not reached at Step 1 and the grievant chooses to pursue the matter further, he/she must submit one copy of the grievance in writing including a copy of the Step 1 grievance and decision to the flight chief within 5 working days after receipt of the Step 1 decision. The submission by the grievant at Step 2 must show which specific aspects of the grievance, if any, were resolved at Step 1. The flight chief will meet with the employee and his/her Union representative, if any, within 5 working days after receipt of the grievance. Within 5 working days after the Step 2 discussion the flight chief next level supervisor will issue a written decision. Prior to issuing the written decision, the proposed decision will be coordinated with the HRO.
3. If an acceptable remedy is not reached at Step 2, and if the grievant chooses to pursue the matter further he/she must within 5 working days after receipt of the Step 2 decision, submit one copy of the grievance in writing including a copy of the Step 1 and the Step 2 written decision to the Commander, Services Squadron, Attn: Human Resource Officer. A review will be made of the grievance file, and a decision rendered in writing within 15 working days after receipt of the grievance by the Human Resource Officer. If the decision is unsatisfactory to the Union, the Union may invoke arbitration under Article 30 of this Agreement. Such notification shall be made in writing to the LRO within 10 working days after receipt of the Step 3 decision by the employee.

Section M: If an employee (1) resigns or dies before a decision is reached on a grievance that would not result in back pay, (2) if he/she fails to meet the time limits imposed by this Article or has not requested an extension in a timely manner, action will be stopped and all interested parties will be notified that the case is being closed without decision and that the grievance is terminated, or (3) when an employee withdraws from a group grievance, in writing, any time after a Step 3 decision is rendered, their grievance is terminated. He/She may not then initiate the same or a substantially similar grievance.

Section N: Grievances submitted by the Employer will be initiated by the Installation Commander (or designee). Such grievances will be submitted in writing to the President, Local 1092, AFGE, and will state the provision(s) of the Agreement or other provisions of the labor law allegedly violated by the Union and the remedial action sought. The Union President or designee, will meet with the grieving official within 5 working days of receipt of the grievance and attempt an informal resolution. The Union will submit a written decision on the matter within 20 working days after the meeting, unless a mutually satisfactory resolution is reached at the meeting. If the grievance is not resolved by the Union, either party may submit the matter to arbitration under Article 30 of this Agreement within 10 working days after receipt of the Union's decision.

Section O: Union grievances alleging violation of the Agreement or other provisions of the labor law are submitted in writing by the Union President to the Support Group Commander, Attn: Labor Relations Officer. The Labor Relations Officer will meet with the President, Local 1092, or his/her designee, within 5 working days after receipt of the grievance to discuss it. The Support Group Commander, or his/her designee, shall give the Union his/her written decision within 20 working days after the meeting. (Nothing herein will preclude either party from attempting to settle such grievances informally at an appropriate lower level.) If the grievance is not resolved by the Employer, either party may submit the matter to arbitration under Article 30 of this Agreement within 10 working days after receipt of the Employer's decision.

Section P: Overtime Entitlement: An employee who feels that he/she has not been properly paid overtime entitlements under the Fair Labor Standards Act (FLSA) as addressed in Article 22, should follow the procedure outlined in Section A. Claims for compensation because of alleged violation of FLSA are limited to the 2-year period immediately preceding the filing of a claim.

NOTE: Time limits specified in this Article may be extended only by mutual consent of the parties.

ARTICLE 29

ALTERNATE DISPUTE RESOLUTION

-Section A: The Employer and the Union agree that before either party files a formal ULP charge against the other with the FLRA or invokes arbitration under Article 30, the following procedures will be implemented in an honest attempt to settle the dispute.

If the Union is the charging party, the President of the local will present the issue in writing to the LRO and an information copy to the Installation Commander. In the event the Employer charges the Union with an alleged ULP or invokes arbitration, then the LRO will present the issue in writing to the Union President.

An investigation/factfinding committee will meet within 5 work days after receipt of the filing. This committee will consist of the LRO, a management official appointed by the Support Group Commander, the Union President, and one other Union officer. This committee will have 20 Work days from the date of receipt of the notice by the LRO or Union President to attempt resolution.

NOTE: If the LRO is named in the informal ULP as a "violation of an appropriate management official" will be designated by the Installation Commander to replace this individual on the committee. If the Union President is named as a violator, one of the Vice Presidents will serve on committee.

-If at the end of the 20 work days no extension has been requested or granted, and no resolution has been agreed to the charging party will be free to file a formal charge with the FLRA or invoke arbitration.

Section B: Only the Union President/LRO may file a ULP with the FLRA.

Section C: The Employer and the Union agree that if the Alternate Dispute Resolution does not successfully resolve the problem the filing party may pursue the filing of the ULP or invoke arbitration.

ARTICLE 30

ARBITRATION

Section A: If the Employer and the Union fail to satisfactorily settle any grievance under the procedure set forth in Article 28 and Article 294, it may be referred to arbitration. Arbitration may be invoked only by the Employer or the Union (the LRO or Union President).

Section B: If the Union or Employer desire to file a request for arbitration, it must do so within 10 calendar days after receipt of a final decision. The Union will be advised that arbitration has been requested by the Employer (the LRO will advise the Union President).

Section C: Within 5 workdays of a request for arbitration, the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven impartial persons qualified to act as Arbitrator.

Section D: If for any reason the Employer or the Union refuses to participate in the selection of an Arbitrator after it has been determined that a matter is proper for referral to arbitration, the FMCS will be empowered to make a direct designation of an Arbitrator to hear the case. The parties shall meet within 10 calendar days after receipt of the names and each party shall strike one name from the list and repeat this procedure until only one name remains. The party invoking arbitration shall strike the first name, the remaining name shall be the selected Arbitrator.

Section E: The cost of the Arbitration shall be jointly borne by the parties to include Arbitrator's fee, travel costs, per diem (including transcripts; lodging, and meals), and a court reporter, in accordance with Section 37 of the Federal Acquisition Regulation.

Section F: The Employer agrees that the grievant and a Union representative will be granted official time, if otherwise in a duty status and a serviced employee, for the time required for the arbitration hearing. All witnesses required by the Arbitrator will be on official time for the hearing if they are AF employees.

Section G: The Arbitrator will be requested to render his/her decision and remedy to the Employer and the Union as quickly as possible, but in any event, no later than 30 days after the conclusion of the hearing, unless the parties otherwise agree. An exception to the Arbitrator's decision must be filed within time limits prescribed by the *FLRA*. If an exception is filed with the *FLRA* the *FLRA* decision shall be implemented within 30 calendar days of its receipt

Section H: Any dispute over the application of an Arbitrator's award shall be returned to the Arbitrator within 5 workdays after receipt for settlement, including remanded awards. The Arbitrator's decision under this section shall be implemented within 30 days of receipt unless further appealed Section G of this Article.

ARTICLE 31

DURATION AND/OR RENEWAL OF AGREEMENT

Section A: This Agreement shall remain in full force and effect for a period of 3 years from the date of approval by DoD. If neither party gives notice of intent to renegotiate this Agreement by its expiration date, then the Agreement will automatically be renewed for 3 year periods thereafter, and will be administered in accordance with any applicable laws and regulations in effect at the time of each renewal. In the event either party intends to renegotiate this Agreement there will be notification given by the moving party of their intention to renegotiate no less than 60 nor more than 150 days prior to its termination date.

Section B: Either party may request to supplement, modify, or amend this Agreement at any time where renegotiations are not provided for above. Such a request must be accompanied by a written proposal of the supplementation desired. Negotiations of the supplements will begin on a mutually agreed upon date by the parties. These articles may be new subjects not currently included in this Agreement or revisions to existing clauses of this Agreement. Proposals made under this provision are subject to all the normal requirements of any agreement proposals, such as negotiability, liability to impasse, etc. Supplements negotiated to this Agreement require the same approval by DoD as specified for in this Agreement in Section A above. Supplements also become effective on the date of DoD approval. Supplements also expire upon the expiration date of the Agreement.

Section C: Except through the supplementation process in Section B above, the parties further agree to conduct all business between them through appropriate informal communications whether in person, by telephone, or in writing. It is further understood by both parties, that this Agreement must be brought into conformance with applicable laws and regulations at the time it is renegotiated or before it is extended or renewed, except where specific exceptions are granted.

Section D: If the contract is reopened for mandatory changes required by law or other competent authority only the mandatory changes shall be considered. If in the course of review at DoD, it is directed that violations of law be corrected, only those items identified in that review will be addressed by the parties.

AUTHENTICATION/APPROVAL
of
AGREEMENT

Signed this 2nd day of _____ 1995.

For the Union

For the Employer

PRESIDENT, AFGE, LOCAL 1092

BGEN, USAF

COMMANDER ANDREWS AFB

Chief Negotiator AFGE Local 1092

LABOR RELATIONS OFFICER

ANDRES AFB

VICE PRESIDENT, LOCAL 1092

FOX DEN ENLISTED CLUB MGR

CHIEF SHOP STEWARD

FINANCIAL MGT OFFICER

STEWARD

OFFICER CLUB MANAGER

STEWARD

YOUTH PROGRAMS SUPERVISOR

GOLF COURSE MANAGER

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