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Article 1

INTRODUCTION

Section 1. This agreement is executed by and between the commander, 28th Support Group, Ellsworth Air Force Base, (hereafter referred to as the Employer) and Local 2228, American Federation Of Government Employees (hereafter referred to as the Union), pursuant to the exclusive recognition certified by the Assistant Secretary Of Labor for Labor Management Relations on 21 June 1974 and confirmed by the employer on 2 July 1974.

Section 2. The employer recognizes the right of employees to organize and express their views collectively; that participation of employees in the formulation and implementation of personal policies affecting them contributes to effective conduct of Air Force Business; that the efficient administration of Ellsworth Air Force Base and the well-being of its employees require that orderly and constructive relationships be maintained between the union and management officials; and that effective labor-management cooperation requires a clear statement of the respective rights and obligations of the Union and the Employer.

Article 2

COVERAGE

Section 1. The employer recognizes the Union as the exclusive bargaining representative for all employees in the unit described in section 2 below.

Section 2. The unit to which this Agreement is applicable is composed if all non-appropriated fund employees serviced by the Human resource Office, Ellsworth Air Force Base, South Dakota, EXCLUDING all professional employees, management officials, employees engaged in Federal Personnel work in other than a purely clerical capacity, and supervisors and guards, as defined in the Order. The Union accepts the responsibility for and agrees to represent in good faith the interest of all eligible employees in the unit without discrimination and without regard to membership in the Union.

Article 3

DEFINITIONS

Section 1. While the term “Employer” for the overall purpose of memorandum of Agreement is understood to be the Commander, 28th Support Group, Ellsworth AFB, it is also understood that it means the Manager of the Nonappropriated Fund Instrumentality, in which the employee is hired, for the daily execution of this agreement.

Section 2. Employee categories are:

REGULAR: Regular employees are guaranteed a minimum of 20 hours to a maximum of 40 hours per week. They are placed in continuing positions.

FLEXIBLE: Flexible employees have work schedules that are generally limited or sporadic in nature. Schedules depend in the needs if the activity and employees may work a minimum of 0 hours to a maximum of 40 hours per week.

Section 3. Nonappropriated Fund Instrumentality (NAFI). An entity of the Federal Government with fiscal and management responsibilities separate and distinct from those activities funded solely from monies appropriated by the Congress.

Section 4. NAFI Manager. The designated individual responsible for executing applicable directives and administering a funds operation to include accountability for and disbursement of funds and other assets of the NAFI, as well as management of a NAFI work force.

Article 4

EMPLOYEE SERVICES

Section 1. Employees are authorized to leave their work area during 30 minute or longer meal periods, provide their own meals or purchase meals from the facility.

Section 2. The employee is responsible for safeguarding supplies and equipment owned and furnished by the employer. The Union will assist Management in encouraging employees to protect against breakage, spoilage and waste due to negligence.

Section 3. The Union will assist Management in encouraging employees to comply with the dress codes and hair styles as required by regulations.

Section 4. The employer will furnish distinctive work uniforms when prescribed. The NAFI shall pay for replacement uniforms on a fair wear basis. Employees are required to maintain their uniforms in a clean and well cared for manner. The uniforms are the property of the NAFI and when the employee/employer relationship terminates they will be returned. If the uniform requires dry cleaning, the NAF activity will pay for such.

Article 5

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. In the administration of all matters covered by the agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published agency policies and regulations in existence at the time the agreement was approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.

Section 2. Management officials if the agency retains the right, in accordance with applicable laws and regulations –

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and 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 the agency operations shall be conducted;
- (3) With respect to filling positions, to make selections for appointments from –
 - (a) Among properly certified candidates for promotion; or
 - (b) Any other appropriate source; and
- (4) To take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 3. Nothing in this Agreement shall preclude the Employer and the Union from negotiating –

- a. At the election of the Employer, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
- b. Procedures by which management officials of the employer will observe in exercising any authority under this Agreement; or
- c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this Agreement by such management officials.

Article 6

LEGAL AND REGULATORY REQUIREMENTS

Section 1. Should any part or any revision of this agreement be rendered or declared invalid or illegal by reason of any existing or subsequent law, regulation or ruling, the invalidation of such part or provision of this Agreement, shall not invalidate any of the remaining parts or provision of this Agreement and they shall remain in full force and effect.

Article 7

EMPLOYEE RIGHTS

Section 1. The parties to this Agreement recognize that all employees have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal to form, join and assist a labor organization or to refrain from such activity. In addition, this Agreement does not preclude any employee, regardless of labor organization membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation or Air Force policy or from choosing their own representative in a grievance or appellate action, except when presenting a grievance under a negotiated procedure.

Section 2. Both parties agree that nothing in this Agreement will be construed as denying an employee a right which they have by law or regulation.

Section 3. Nothing in this Agreement shall require an employee to become or to remain a member of the Union or to pay money to the Union except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

Section 4. An employee who has a complaint which he/she has not been able to resolve through discussion with their immediate supervisor will be permitted to contact their Union Steward with regard to the matter during duty hours. Permission to make such contact will be obtained by the employee from his/her immediate supervisor. As a general rule, such contacts will be accomplished by telephone if the steward is not located in the employee's immediate work area.

Section 5. Where the employee is subject of an investigation, he/she may request information through the Freedom of Information Act.

Section 6. Nothing in the Agreement shall preclude any employee from choosing his/her own representative in an appeal action not subject to review under the negotiated grievance procedure.

Section 7. Personnel actions relating to bargaining unit employees will only be discussed with others on a need to know basis.

Article 8

WELLNESS, HEALTH AND SMOKING

Section 1. The parties recognize that smoking is a significant health hazard for smokers and non-smokers.

- a. The purpose of this Agreement is to ensure that in implementing and enforcing a policy on smoking that the rights of non-smokers and smokers are considered.
- b. The goal of the Union and Management is to achieve smoke free buildings. Education and fitness and wellness programs are to be emphasized and encouraged.
- c. The philosophy is that smokers and non-smokers will be treated with respect and dignity.
- d. All bargaining unit employees are encouraged to participate in wellness and smoking cessation programs in an effort to cease or reduce their smoking habits.

Section 2. Management will make reasonable efforts to accommodate bargaining unit employees who smoke tobacco products.

- a. In its effort to accommodate such employees, where practicable, management will provide a reasonable number of shelters (approximately 10 to 12) at various locations on base. Management may modify or adapt existing shelters, such as picnic shelters, for the purpose of accommodating such bargaining unit employees. Such modified shelters will be adapted to reasonably protect employees from the environment, and may be used as multi-use facilities. These shelters may be used by management to declare adjacent or nearby buildings or facilities as "smoke free". Management and the Union will work together to keep such shelters as a minimum. Additionally, there will be no requirement that Management build, construct, or otherwise make available a shelter for each and every bargaining unit employee who smokes tobacco. Bargaining unit employees may smoke tobacco outdoors in any area not restricted against smoking.

- b. Until shelters are provided, smoking will be permitted in existing and previously designated indoor smoking areas from 15 October to 15 April of each year. Outside these time frames, decision of immediate supervisor will determine, based on inclement weather such as rain and snow storms, etc., to make exceptions to the time frame. But once these shelters are provided, such areas will be declared “smoke free” at that point in time. The existing and previously designated smoking areas will be provided only if there is minimal or no cost to Management.
- c. Employees who use such smoking shelters have the ultimate responsibility to ensure the shelters are maintained in a clean and safe manner. The privilege of using a smoking shelter may be terminated either temporarily or permanently by Management if such shelters are not maintained in a reasonably clean and safe manner. Facility managers responsible for such shelters will oversee the clean and safe operation of these shelters and may assign work details consisting of smokers who use the shelters to ensure a continuing safe and clean environment. Repeated violations of cleanliness or safety standards may result in closing such shelters.

Article 9

UNION REPRESENTATION

Section 1. No more than one steward for every 20 employees plus a Chief Steward may be designated by officers of the Union. The Union shall supply the Employer in writing and maintain on a current basis a complete list of all elected officers, Union stewards and any other Union representatives. The President/Vice President or an appointed steward of Local AFGE 2228 may be appointed by the Chief Steward in assisting in the NAF Steward in handling grievances, provided such appointment does not conflict with AFR 40-7, para 8-10.

Section 2. The steward may receive complaints and grievances of employees on Government time and property.

Section 3. Should it be necessary for a Union steward to leave their area, they shall request approval from their supervisor and notify the supervisor of the section they intend to visit. The steward will report to their supervisor the fact of their return to the work station. Approval for a steward to leave their work shall be predicated on workload. If the supervisor is unable to approve leaving at the time requested, they will advise the steward when they may be released.

Section 4. Reasonable time during work hours will be granted to Union representatives and aggrieved employees for attendance at meetings with management officials. Reasonable time will also be allowed for representatives to meet with employees to discuss grievances and other appropriate matters. The Union will guard against abuse of this time.

Section 5. An employee may handle their own grievance. However, if they desire representation, they will be represented by the Union. The Union has a right to be represented at discussions between management and employees or employee representatives concerning individual employee grievances, personnel policies and practices or other matters affecting general working conditions of employees in the Unit. This right to be present does not extend to informal discussions of personal problems between an employee and supervisory officials or when the employee does not desire the presence of a Union representative. However, if such discussions involve decisions on personnel policies or other matters which the employer is obligated to discuss or negotiate with the Union, such decisions will not be made until this obligation is discharged and will not conflict with existing agreements with the Union.

Section 6. Any employee or group of employees in the unit will be represented only by the exclusive Union in filing a grievance under the negotiated procedure on his/her own behalf. Only the president of the Union may invoke arbitration in employee initiated grievance.

Section 7. The Union shall be given the opportunity to be represented at any formal discussion between one or more employees in the unit or their representatives concerning any grievance or any personal policy or practices or other general condition of employment.

Section 8. Union officials, stewards, or National representatives will represent those employees who are included in the unit.

Section 9. Official time will be granted as provided by public law.

Section 10. The employer agrees to grant official time to Union officers and stewards if otherwise in a duty status to attend Union sponsored training determined to be of mutual benefit to the Employer and the Union. Administrative excusal for this purpose will cover only such portions of a training session as meets the foregoing criteria and normally will not exceed the hundred and twenty (120) hours for Union officials and/or stewards within a 12 month period.

- a. The Union shall submit requests for official time to the 28th Support Group Commander through the 28 MWRS/MWXH normally at least 15 calendar days prior to proposed release for said training. Such requests must include information concerning the content and schedule of such training. Such requests must include all the names and duty stations of employees whose attendance is desired.
- b. Official time will be approved except in cases where the absence of an employee or employees would interfere with the Employer's mission. When disapproval occurs for this reason, the reasons for such disapproval will be furnished in writing to the activity local Union president at the time of disapproval.

Article 10

LABOR – MANAGEMENT COOPERATION

Section 1. The Employer and the Union agree to establish a Joint Labor – Management Committee. It will meet not less than once a month at a convenient location agreed upon by the parties. Minutes and proceedings of the meeting shall be kept by the Employer. Agenda items will be submitted by both parties to the opposite committee coordinator three (3) working days in advance of each meeting. Monthly meetings may be cancelled if no agenda items are submitted by either party.

Section 2. Each party will designate three (3) members to serve on this committee with one member of each party designated as a committee coordinator. Union representatives who are employees and are named as committee members will be allowed to attend without charge to leave.

Section 3. The Joint Labor Management Committee will have as its purpose and goal to identify problem areas and recommend changes to the Base Commander on matters of a general nature, such as: the interpretation and application of rules, regulations and policies; the correction of conditions making for grievances and misunderstandings; the encouragement of good human relations in employee/supervisory relationships; the promotion of education and training; the betterment of employee working conditions; the strengthening of employee morale; and the implementation of Equal Employment Opportunity. However, it is agreed that individual grievances will not be taken up during committee meetings.

Section 4. The Union agrees to assist the Employer in the Combined Federal Campaign or other voluntary charity drives that meet with the approval of the Union. The Employer agrees to notify the Union at the beginning of the campaign, If stewards or officers are requested by their supervisors to assist in this campaign and are approved by the Union, they will be allowed official time to perform this function. In conducting this drive, the parties will be guided by appropriate regulations which provide no compulsion or reprisals will be tolerated.

Section 5. The Employer will inform each new unit employee of the Union's exclusive recognition and who to contact for representation and/or information concerning the Union.

Article 11

HOURS OF WORK

Section 1. The employer agrees, except in emergency situations, to consult with the Union President or representative prior to making changes to the regular category.

Section 2. Uncommon tours of duty may be established when necessary for efficient operation or when the cost of operation can thus be reduced without imposing undue hardship on employees.

Section 3. A minimum of one week's notice must be given to regular employees to be assigned to a different tour of duty or to different hours of work. Employees will be notified as far in advance as possible. Changes (particularly from day to night work) should be kept to a minimum.

Section 4. Supervisors will establish time when regular employees and employees scheduled for more than six (6) hours work are to take rest periods. They will also insure that the rest period privilege is not abused. Rest periods are considered part of the time worked for which payment is due if they are reestablished and approved when one or more of the following conditions apply or when one or more of the listed purposes will be met;

- a. Protecting employees' health by relief from hazardous work or work which requires continued or considerable physical exertion.
- b. Reduction of accident rate by removal of the fatigue potential.
- c. Work in confined spaces or in areas where normal personal activities are restricted.
- d. Possible increases in or maintenance of high quality or quantity production attributable to the rest period

Section 5. Rest period will not be a continuation of lunch periods under any circumstances. The aggregate period of rest will not exceed fifteen (15) minutes during each four (4) hours of continuous work.

Section 6. The Employer will provide a reasonable amount of time consistent with the nature of the work performed for employees to clean up prior to lunch and at the end of the work day. End of day clean up time includes the storage or clean up and protection of Employer owned property and equipment, and work area clean up.

Section 7. Individual temporary changes in the tours of duty for regular employees will be distributed and rotated equitably among qualified employees and the shop steward may consult with the supervisor concerning the assignment in changes in tours of duty. A roster and record of employees involved in changes of tour shall be maintained by the Employer and can be reviewed by the steward.

Section 8. Tours of duty shall not be changed solely for the purpose of avoiding the payment of holiday, premium, or overtime pay.

Section 9. All waiters and waitresses duties for special parties will be rotated equitably among qualified waiters and waitresses, within the NAFI.

Section 10. Flexible employees will be called for work in rotation. If a flexible employee is not available when called, that employee will not be called again until all other flexible employees within the cost center have been called.

Article 12

OVERTIME

Section 1. Overtime assignments will be made on an equitable basis. Normally, when overtime is required on any particular job, preference will be given to the incumbent performing this work as part of their regularly assigned duties in the area where the overtime occurs. A record of actual overtime hours worked by employees will be maintained by first level supervisor and may be reviewed by the steward if requested.

Section 2. In the assignment of overtime, the Employer agrees to provide the employee with advance notice whenever possible. Any employee designated to work overtime on days outside their basic workweek will be notified, except in cases of emergency, no later than the end of their workday on the day next to the last scheduled shift within the basic workweek. When overtime is to be performed on a holiday, two (2) days' notice (whenever possible) will be given to the employees affected.

Section 3. Regular employees called in to work outside of and unconnected with their normal schedule shall be paid a minimum of two (2) hours, regardless of whether the employee is required to work the entire two (2) hours.

Section 4. Overtime shall not be compulsory except in an emergency or when official requirements must be met as determined by the supervisor of the work center. If an employee assigned overtime in a planned or emergency situation has compelling reason(s) precluding performance of that overtime, management will make every attempt to find a suitable replacement to perform the overtime for that situation.

Article 13

PROMOTION PROGRAM

Section 1. All in-service placement and promotion actions shall be accomplished in accordance with established regulations. Any changes will be negotiated with the Union.

Section 2. Union officials and stewards agree to render assistance in communicating and counseling with employees on the operating procedures of the regulations.

Section 3. The parties agree a sound promotion program is essential to ensure that positions are filled by the best qualified candidates available to assure that all employees have an opportunity to develop and advance to their full potential according to their capabilities. This demands the highest order of honesty and integrity in interviewing and selecting employees for promotion and for details and training which would increase

promotion potential. The parties further agree that selection procedures must provide equal opportunity for advancement for all qualified employees. An official, in recommending or selecting candidates for promotion or in operating a promotion program may not show or give preference to any candidate based upon facts not pertinent to the candidate's qualifications for performing work of a higher level, including personal friendships. A supervisor or other official will not attempt to persuade a candidate either directly or indirectly to withdraw from competition or discourage eligible employees in career development programs.

Section 4. The parties agree that there will be no discrimination in promotions or selections for positions because of age, race, sex, color, creed, physical and mental handicap, origin, or membership in or activity on behalf of the Union.

Article 14

POSITION CLASSIFICATION

Section 1. Position Guides and/or Position Descriptions will be based on the principal duties and responsibilities of each position. Each employee will be furnished a copy of their current position guide and any changes in it will be brought to their attention and discussed with them by their supervisor.

Section 2. Any employee who believes that their position is improperly classified will first discuss the matter with their immediate supervisor. If necessary a meeting may be arranged for the employee by their supervisor with appropriate representatives of the Human Resource Office in an effort to informally resolve the dissatisfaction. The employee may invite a Union representative to be present at that meeting. This provision does not apply to site audits. If the matter cannot be informally resolved, the employee will be advised of their appeal rights.

Section 3. Assignments of work to employees shall generally be consistent with their grade levels. This does not mean that unrelated work may not be assigned on an occasional basis, such as general cleanup. Management may not consistently assign work to employees outside the primary duties in their position without amending the position guides.

Article 15

DETAILS

Section 1. A detail exists when an employee continues in their current status and pay and is temporarily assigned to:

1. An established position, with the same or higher or lower basic pay rate, requiring different qualifications from those required in their current position assignment, or outside their NAFI.
2. An unestablished position, that is one for which duties and responsibilities have not been rated under a classification system and the necessary approvals for its establishment have not been obtained. This type would be in a different occupation line of work, or one that requires different qualifications from those now required in their official position assignment.

Section 2. Selection of an employee for detail will be fair and equitable in relation to all employees available for detail. Assignments that may enhance qualifications, offer promotion possibilities, or entail other benefits will be made in accordance with the regulations.

Section 3. Details of less than 30 days will be entered in the employee's 971 file by the supervisor. All details for periods of more than thirty (30) days will be entered in the employee's 971 file, and supervisors will assist detailed employees in accomplishing and submitting a SF 172, Amendment to Personal Qualifications Statement, to the Human Resource Office for enclosure in their Official Personnel Folder. Experience thus recorded may be used, as appropriate, in making qualifications determinations.

Section 4. Details will be arranged to minimize personal hardship and inconvenience, such as performing the detail at a different location. The personal dignity of the employee and the type and level of duties and responsibilities against those to be performed will be recognized.

Article 16

PUBLICITY

Section 1. The Union will be authorized to display their literature, correspondence, notices, and related types of information on bulletin boards in appropriate work area. The Union shall be required to maintain their portion of the bulletin board in a neat and current condition as is required of Employer Bulletin Boards.

Section 2. Upon final approval, the Employer will publish and distribute copies of this Agreement to all supervisory and management personnel responsible for administration or interpretation. The Employer will post a copy of this Agreement on each employee bulletin board, and will furnish fifty (50) copies to the Union for its use and make extra copies available at each NAFI for employee use.

Section 3. New employees, as part of their orientation process, will be advised by the Human Resource Office of their rights to freely and without fear of penalty or reprisal form, join, or assist a labor organization or to refrain from such activity. In the event a group orientation is held, the Union is entitled to have a representative present.

Article 17

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the Union agree to cooperate in all policies and procedures providing equal employment opportunity for all persons to prohibit discrimination because of age, sex, race, handicap, color, religion or national origin and to promote the full realization of equal employment opportunity through a positive and continuing effort.

Section 2. To further foster the spirit and intent of the Equal Employment Opportunity Program, the Union may brief unit employees in attendance at their regular meeting on activity within the EEO program. Data and information may be obtained from the human Resource Office. Further, the Union agrees to request each of these unit employees to advise and encourage known under represented females and minorities on how to register for employment in the Postal Service.

Article 18

LEAVE

Section 1. The employer is required to establish a tentative annual leave plan for regular category employees for the calendar year, before the end of January of each year, consistent with projected work requirements, for the calendar year. If during the scheduling a conflict arises between two employees desiring to take leave during the same period (and projected work requirements would all only one to be on leave) the supervisor will attempt to resolve the conflict between the employees. However, if this is not successful, the senior employee in respect to tenure within the activity will have preference. The supervisor will determine leave in a fair and equitable manner based on such items as personal hardships, leave history, past practice, and reasonable rotation of leave.

Section 2. Every reasonable attempt consistent with the workload will be made to satisfy the desires of the employees with respect to the approval of extended annual leave for special vacations.

Section 3. If it is determined that employees of the unit are abusing sick leave, the Union will join management in its efforts to alleviate this problem by seeking remedies and making recommendations. A medical certificate will not be required to substantiate sick leave for three (3) days or less unless the employee has been warned in writing about an excessive use or abuse of sick leave. When an employee has been so warned and must submit certificate for all periods reported as sick, the Employer and the employee concerned will review this requirement every six (6) months.

Section 4. The employer will consider providing assignments of light duty for periods of less than thirty (30) days for employees unable to perform the full duties of their regular position. Such consideration will be given when supported by a medical doctor's written recommendation.

Section 5. An employee who is a steward or Union official will be granted annual leave to attend internal functions which are not covered by official time. Normally, one week advance notice will be required and such leave will be approved subject to unusual conditions.

Section 6. The supervisor may excuse tardiness of less than one hour if the circumstances appear to be beyond the control of the employee.

Section 7. Leave for Death in the Family. An employee will be granted annual leave or leave without pay in case of death in the immediate family or, in the case of death of a relative, annual leave or leave without pay will be granted except where unusual circumstances prevent approval.

Section 8. When a substantial number of employees request unscheduled leave for the same time frame, management may contact the Union representative, and at management's discretion, can require the individuals to present physician – certified medical certificates regardless if the length of absence. If it is suspected that employees at the unit are abusing sick leave, the Union will join management in its efforts to alleviate the problem by investigating the situation and obtaining the cooperation of the employees involved.

Article 19

HEALTH AND SAFETY

Section 1. The employer shall make every reasonable effort to provide and maintain safe working conditions for employees.

Section 2. It is agreed between the parties hereto that safety is a collective effort and responsibility of both management and the employees. All officers and stewards of the Union will cooperate to that end by encouraging employees to observe all safety rules, requirements and regulations in the performance of assigned duties; to report promptly to their supervisors any observed unsafe practices and conditions; and if injured on the job or have same reported to their supervisors on appropriate accident forms in accordance with AFR 34-3, Vol. VIII guidelines.

Section 3. It is the supervisor's responsibility and authority to make determinations regarding unsafe conditions affecting the employees' requirement to work or to suspend such work because of unsafe conditions (s). If there is any doubt as to performing the work, the supervisor should seek whatever advice or assistance they feel should be obtained before a final decision is made to proceed.

Section 4. The Union may designate one person to meet with the Ground Safety Officer to discuss any known safety problems. Time and date of this meeting will be agreed on by the parties concerned.

Section 5. When filling compensation forms, it is the responsibility of the employees to seek advice from their supervisors, Civilian Personnel Office, or Union Stewards of their rights and benefits under the Nonappropriated Fund Instrumentalities Act.

Section 6. Protective devices, when necessary and required, shall be furnished by the employer and used by the employees.

- a. The employer will arrange for transportation to an appropriate medical facility in the event of on-the-job injury or illness.
- b. Management recognizes that representatives of the Secretary of Labor (OSHA/NIOSH Officials) are authorized to enter and inspect, at reasonable times and without delay, applicable work places and environments where civilian employees work.

Section 7. The parties hereby agree that Environmental Differential will be paid for exposure to various degrees of hazards, physical hardships, and working conditions of an unusual nature in accordance with applicable agency and OPM regulations. The expert and technical competence of the Safety and Environmental Engineering functions will be used in determining whether or not a hazard has been practically eliminated. The Union will be invited to present their views to any working group formed to review proposed or potential hazardous situations.

Article 20

TRAINING

Section 1. The Employer will determine training needs and plan for training and development of employees as required to accomplish the mission. This may involve many types of training such as refresher training; technical training; training in new or shortage skills categories; cooperative work study programs; on-the-job training; etc. Whenever practicable, training will be made on an equitable basis and in accordance with governing directives.

Section 2. The Employer agrees to make every effort, including retraining, to minimize Business Based Actions resulting from the introduction of new equipment and processes.

Section 3. If an employee fails to perform satisfactorily after a reasonable period of time in a position to which they have been assigned as the result of a retraining program, an effort will be made to locate another position at the same grade level to which they may be reassigned.

Section 4. Employees who are required to attend schools or TDY that require travel on weekends in order to be in attendance on Monday, will be paid for the time spent traveling in accordance with Title 5 and the Fair Labor Standards Act.

Section 5. Employer agrees to provide initial training to new Union officers and stewards. Union officials and stewards agree to render assistance in communicating and counseling with employees on the operating procedures of the regulations.

Article 21

USE OF OFFICIAL FACILITIES

Section 1. On-base facilities may be used for Union membership meetings after regular (day shift) working hours. Requests will be made to the office responsible for administering the facility. Use of the facility will be subject to availability and any procedures or requirements established by the approving office.

Section 2. To promote the conservation of energy and resources, the Union agrees to encourage each and every unit employee to form or participate in carpools.

Section 3. Reserved parking spaces will be authorized for employees with handicaps that impede walking. Requests for such a reserved space will be made by the employer to his/her supervisor.

Article 22

ALCOHOLISM AND DRUG ABUSE

Section 1. The parties recognize alcoholism and drug abuse as illnesses which are treatable. It is also recognized that it is for the best interests of the parties that these illnesses be treated and controlled under the Drug Alcohol Abuse Program as specified in AFR 40-792 and other pertinent publications.

Section 2. The Employer may provide for referral of employees to a counselor for problems involving alcohol and drug abuse. The Employer may also provide for referral to resources outside Ellsworth Air Force Base for treatment and treatment follow-up. Any employee who participates in this program will be entitled to the rights and benefits of those who are sick in addition to the services, counseling, and assistance which the Drug and Alcohol Abuse Program provides.

Section 3. The Union will support the Employer's program on drug abuse, alcoholism, and human relations.

Section 4. Selling or distributing drugs will be dealt with in accordance with AFR 40-7.

Article 23

GENERAL PROVISIONS

Section 1. The Union agrees that it will not call or engage in a strike, work stoppage, or slowdown, picket the employer in a labor-management dispute, or condone any such activity by failing to take affirmative action to prevent or stop it.

Section 2. The Employee and Union agree to actively support efforts to conserve materials and supplies; improve the quality of workmanship; encourage the submission of suggestions and foster good relations among the employees, the Employer, and the local community.

Section 3. The Union agrees that it will actively support the AF Fraud, Waste, and Abuse Program and these policies, practices or procedures that increase individual productivity and efficiency of the Federal service.

Article 24

TIPPED EMPLOYEES

Section 1. This article is for the purpose of setting a tip offset to be applied against the hourly wages of Waiters and Waitresses (NA7420) employed by all activities, while performing tipped duties as defined in AFR 40-7.

Section 2. A tip offset of \$2.12 per hour will be applied against (subtracted from) the hourly rate paid waiters and waitresses hired in all activities on or after the date of this contract. All waiters and waitresses hired before that date will continue to have their present offset of \$1.00 per hour applied against their wages.

PERSONNEL FILES

Section 1. Access to Official Personnel Folders will be limited to those individuals authorized access by higher authority.

Section 2. No derogatory material will be placed in an employee's permanent portion of the Official Personnel Folder without their knowledge except as authorized or required by higher authority.

Section 3. Upon request, an employee or their representative (who has been designated by the employee in writing) may review the employee's Official Personnel Folder in the presence of a representative of the HRO. This does not include medically sensitive information.

Section 4. When a supervisor makes an entry on an automated AF form 971, Supervisor's Record of Employee, that is definitely stated as a counseling session, oral admonishment, or negative comment, the employee will be requested to initial and date that entry. The employee's initials do not necessarily indicate agreement with the entry, only recognition that the entry was made. If the employee refuses to initial, the supervisor will so annotate and at that time advise the employee of the entry. Reprimands and oral admonishments will be removed from the AF form 971 two years after the day of entry. Oral counseling's and other references can be removed at any time.

Section 5. The employee's 971 file is a record kept by the immediate supervisor. It contains information on accomplishments and awards as well as counseling sessions and oral admonishments.

Section 6. Employees may review their 971 file upon request. Union representatives may review an employee's 971 upon presentation of the employee's written permission and in the presence of the employee's immediate supervisor.

Section 7. Supervisors will ensure that 971 files are kept secure and insure that employees are allowed to review only their own 971. Access to 971's will be allowed only by Union Representative per section 3 above, higher level supervisors, Human Resource Office representatives, or other official management representatives in accordance with the Privacy Act, 5 USC 552.

Section 8. Supervisors shall not use Memos for Record to support adverse or disciplinary actions relating to conduct of performance unless there is a corresponding entry in the automated AF form 971 except as otherwise provided for by law or applicable regulation. This does not prohibit supervisors or employees from maintaining Memos of Record for their own personal record.

Article 26

PERFORMANCE EVALUATION

Section 1. A performance requirement is a standard adopted by the immediate supervisor and discussed with the employee as to what is considered satisfactory performance in any aspect of the employee's work. The application of standards for any job must be reasonable and fair.

Section 2. The rating official must counsel the employee when it is determined the employee is failing his/her performance evaluation. The employee will be advised in writing how his/her performance is deficient. The AF 971 will be documented and employee asked to initial and date the entry. The employee's initials do not necessarily indicate agreement with the entry, only recognition that the entry was made. If the employee refuses to initial, the supervisor will so annotate and at that time advise the employee of the entry.

Article 27

BUSINESS BASED ACTIONS

Section 1. Business Based Actions will be carried out in accordance with applicable regulation and will be administered in a manner which will achieve the necessary reduction in personnel strength with a minimum disruption to NAF employees. Whenever possible, reduction in personnel will be accomplished through normal attrition. Incumbents of positions being deleted should be considered for and normally be placed in other vacant positions authorized for all for which they are qualified o accordance with applicable regulations.

Section 2. When a reduction in force may result in the involuntary separation of regular employees and it can be determined in advance the Employer will notify the Union of the proposed reduction prior to issuing Business Based Action notices unless the announcement is released by a higher echelon of command prior to notifying the Employer.

Section 3. Prior to and during the Business Based Action, all retirements will be voluntary. There will be no coercion, direct or indirect, intended to influence the employee's decision. The Human Resource Officer will advise the employee of any prospective retirement rights.

Article 28

INCENTIVE AWARDS

Section 1. It is agreed that all employees in the unit shall be encouraged to participate in the Incentive Awards Program. It is the desire of the Employer and the Union that all beneficial suggestions be processed in a timely and expeditious manner.

Section 2. No percentage will be used in determining the number of employees in the Unit to receive awards.

Section 3. Explanation for rejection of all suggestions will be made to the employee.

Section 4. Supervisors shall use the Incentive Awards Program to recommend deserving employees for Special Achievement Awards.

GRIEVANCE PROCEDURES

Section 1. The purpose of this article is to provide an acceptable method for the prompt and equitable settlement of all grievances. A grievance means any complaint by any employee concerning any matter relating to the employment of the employee; by any labor organization concerning any matter relating to the employment of any employee; or by any employee, labor organization, or agency concerning the effect or interpretation, or a claim of breach of a collective bargaining agreement; or any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment. This negotiated procedure shall be the exclusive procedure available to the Union, the Employer, and the employees in the bargaining unit for resolving grievances within its coverage.

Section 2. This grievance procedure does not apply to any grievance concerning items listed below:

- a. Any claimed violation of sub chapter III of Chapter B of Title 5 US Code annotated (relating to prohibited political activities).
- b. Retirement, life insurance, or health insurance.
- c. A suspension or removal under Section 7532 (National Security) of Title V of the US Code annotated.
- d. Any examination, certification, or appointment.
- e. The classification of any position which does not result in the reduction in grade or pay of an employee.
- f. Non-selection for promotion from a group of properly qualified and certified candidates.
- g. An action that ended a temporary promotion and returned the employee to the position from which they were promoted or to an equivalent position.
- h. The non-adoption of a suggestion or the disapproval of any type of performance award or honorary award or rating.
- i. A notice of proposed action.
- j. Actions or decisions taken under the personnel security program.
- k. Separation during probation.
- l. Adverse actions as defined by AFR 40-7

Section 3. It is agreed that the parties, in the exercise of their rights under this article, will be free from reprisal or coercion from any person acting in an official capacity for either party. It is also understood that the Air Force Inspector General Complaint system will not be used for those matters appropriate for processing under this scope of this negotiated grievance procedure.

Section 4. The Employer and the Union agree that every effort will be made to settle grievances and to raise the issue of grievability at the lowest possible level. If a subject is grievable under this negotiated grievance procedure, no other grievance procedure is allowed. This section does not prevent an employee from filing a grievance under this procedure or the statutory procedure as that applies to complaints of discrimination, except that the use of both procedures is prohibited.

Section 5. An employee may take their grievance to the Employer and have it adjusted without the intervention of the Union so long as the adjustment is not inconsistent with the terms of this Agreement and the Union has been given an opportunity to be present at the adjustment.

Section 6. Questions that cannot be resolved as to whether or not the grievance concerns a matter subject to this procedure and Article 30 (Arbitration) will become a threshold for arbitration.

Section 7. Grievances within the coverage of this article will be resolved utilizing the following procedures in sequence presented herein. Employees shall be entitled to a representative.

a. Grievance by employee(s)

Step 1. The first presentation of a grievance under this procedure will be made formally to the employee's first level supervisor. Presentation may be made orally or in writing and must be made within ten (10) days after the occurrence or the party finds out about the incident which gave rise to grievance. The supervisor to whom the grievance is presented may discuss the grievance with the employee and anyone else directly involved in the incident. The supervisor will advise the aggrieved employee of the decision within seven (7) workdays from the date the grievance was first presented. The decision shall be in writing if the grievance was presented in writing. If the grievance was presented orally, the decision shall be given orally.

Step 2. If the grievant is not satisfied with the decision rendered in Step 1 above, the grievance will be presented in writing to the second level supervisor. The grievance must be presented within five (5) workdays of receipt of the decision from the immediate supervisor, and will include; (1) The grievant's name, duty assignment and telephone number; (2) the specific nature of the grievance; (3) reasons for disagreement with the immediate supervisor's decision; (4) remedial action desires; (5) the name, duty location or address and telephone number of their representative, if any. Within five (5) workdays of receipt of a written grievance, the second level supervisor will meet with the aggrieved employee, the employee's representative, if any, and others as deemed appropriate by the second level supervisor to discuss the grievance. A decision will be furnished the employee and his representative within seven (7) workdays from the date of the discussion.

Step 3. If the second level supervisor's decision does not satisfy the grievant, or if a second level supervisor position does not exist subordinate to the 28th SPTG Commander, the grievance will be presented in writing to the 28th SPTG Commander, Ellsworth Air Force Base, SD, ATTN: Human Resource Officer within five (5) working days following receipt of the prior decision. Presentation will include the information outlined in Step 2 above and reasons for disagreeing with prior decisions. The 28th SPTG Commander will review the presentation and render a decision within ten (10) workdays of receipt of the grievance. To aid in making the decision, the 28th SPTG Commander may, at his or her discretion, appoint a fact-finding panel.

b. A grievance of the Union will be submitted by the President of the Local. Initially, presentation will be made orally to the Human Resource Officer within seven (7) calendar days of the occurrence, or the date from which the party finds out about the incident which gives rise to the grievance. If after the consultation the grievance has not been resolved, the President of the Local may present the grievance in writing to the 28th SPTG Commander, Attn: Human Resource Officer, within five (5) workdays. The President of the Local and the 28th SPTG Commander, or designee, will meet within five (5) working days after receipt of the grievance to discuss it. The 28th SPTG Commander will provide the President of the Local written decision within ten (10) working days after the meeting. Nothing in this section will preclude either party from attempting to settle such grievance informally at any level up to and including the 28th SPTG Commander.

c. A Grievance of the Employer will be submitted to the President of the Local. Initially, presentation will be made by the Human Resource Officer, within seven (7) calendar days of the occurrence or date from which the party finds out about the incident. If, after this presentation, the grievance has not been resolved, the 28th SPTG Commander, or designee, may present the grievance in writing to the President of the Local within five (5) working days. Within five (5) working days after receipt of the formal written grievance by the President of the Local, the 28th SPTG Commander, or designee, and the President of the Local will meet to discuss it. The President of the Local will give the 28th

SPTG Commander, or designee, a written decision within ten (10) working days after the meeting. Nothing in this section will preclude either party from attempting to settle such grievance informally at any level up to and including the 28th SPTG Commander.

Section 8. An identical grievance by two or more employees will be considered as a single grievance. A decision on such a grievance applies to all members involved in the identical grievance and each grievant will be given a copy of the decision. Any employee may withdraw from the group grievance any time before a decision is rendered. The withdrawal must be in writing. However, such employee may not again initiate the same or a similar grievance, and if applicable, will be bound by the decision reached in the group grievance. Later identical grievances will not be processed.

Section 9. If otherwise in a duty status, the Unit Representative (if the unit if the local is presenting the grievance), the employee (if the employee is presenting the grievance without representative), or the employee and their representative (if the employee is presenting the grievance with representation), or a group of employees submitting an identical grievance and a single group representative, will be granted a reasonable amount of time, not to exceed eight hours, to prepare a grievance under this Article. The employee presenting the grievance, the employee's representative, or one designated employee and the single representative of a group of employees will be in a duty status while presenting the grievance.

Section 10.

- a. The Employer may terminate a grievance for any one of the following reasons:
 - (1) Failure by the Union or the employee, or their representative to comply with the time limits as prescribed in the Agreement unless an extension is requested in writing that is based on circumstances beyond their control.
 - (2) Failure by the Union or the Employee, or their representative, to attend scheduled meetings to discuss or hear the grievance.
- b. A Grievance thus terminated will not be reopened except at the discretion of the Employer.
- c. Any party may terminate its grievance at any time.

Article 30

ARBITRATION

Section 1. If a grievance has not been resolved by the procedures outlined in accordance with Article 29, Section 7, Step 3, either the Employer or the Union may request arbitration. This request for arbitration will be in writing and will be submitted to the other party within twenty (20) calendar days after receipt of the decision rendered pursuant to Article 29, Section 7, Step 3. Any decision rendered under Article 29, Section 7, Step 3, that is not referred to arbitration is final.

Section 2. Upon receipt of the written request for arbitration by either party, the Employer and the Union will send a joint written request to the Federal Mediation and Conciliation Service for a list of five impartial persons qualified to act as arbitrators. Upon receipt of the list, representatives of the Union and the Employer shall meet within five (5) workdays and attempt to agree upon one of the arbitrators on the list. Failing to agree, each party will strike one name in turn from the list; the party striking first will be determined by a toss of a coin; the name remaining after each has struck two shall be the arbitrator. The fees and expenses of the arbitrator shall be borne equally by the Employer and the Union. The arbitration hearing shall be held in on base facilities during the established workweek. The order of proceedings will be as determined by the arbitrator. The arbitrator will be

requested by the parties to render the decision within thirty (30) calendar days after the conclusion of the hearing and furnish the Employed, the Employer, and the Union, a copy of a decision. Wither party may file exceptions to an arbitrator's award in accordance with applicable laws and regulations. If no exception to an arbitrator's award is filed, the award shall be final and binding.

Section 3. Either party may withdraw its grievance at any time. However, expenses or fees charged by the arbitrator for late withdrawal will be honored by both parties.

Section 4. The arbitrator will decide only the issue or issues presented by the parties and has no authority to change, modify, alter, delete, or add to the provisions of this agreement; i.e., the decision will be limited to or developed within the four corners of the agreement. Only the Article that gave rise to the disagreement will be interpreted by the arbitrator.

Article 31

DUES WITHHOLDING

This agreement for the allotment of dues is entered into by the Local 2228, American Federation of Government Employees and the Commander, 28 SPTG Ellsworth Air Force Base, hereinafter referred to as Union and employer. This article will remain in effect until such time as a new Agreement is reached through renegotiations.

This Agreement shall cover all employee-members in the exclusively recognized unit, who; (1) are members in good standing in AFGE; (2) voluntarily completed Standard Form 1187; and (3) who receive compensation, which is not subject to deductions of a higher priority and is sufficient to cover the amount of the allotment.

The Union and the Employer agree that the provisions of this Agreement are subject to and will be governed by applicable Federal Laws and the regulations of the Office of Personnel Management, applicable to nonappropriated fund employees. The Employer agrees to deduct dues I accordance with the Union's schedule.

The specific office of the Employer authorized to deduct dues is:

ACCOUNTING SUPPORT CENTER
28 MWRSS/MWRF
1101 RISNER DR.
EAFB SD 57706-4075

The specific officer of the Union designated to receive dues deductions is the Secretary/Treasurer, AFGE, Local 2228.

- I. THE UNION'S RESPONSIBILITIES: The Union agrees to assume the responsibilities for:
 - a. Informing and educating its employee-members on the voluntary nature of the system for the allotment of labor organization dues, including conditions under which the allotment may be revoked;
 - b. Purchasing and distributing to its employee-members SF 1187;
 - c. Keeping the employee-member's servicing payroll office informed, in writing, of any changes in dues withholding procedures.

1. Forwarding properly executed and certified SF 1187 to employee-ember's servicing office on a timely basis;
2. Informing the servicing payroll office of the name of any participating employee who has been expelled, suspended, or ceases to be a member in good standing in the Union within one (1) work day of the date of receipt of final determination; and
3. Informing the servicing payroll office of any change in the schedule of membership dues.

II

THE EMPLOYER'S RESPONSIBILITIES: The employer agrees that it is responsible for:

- a. Permitting and currently processing voluntary allotment of dues in accordance with this Agreement;
- b. Withholding dues on a bi-weekly basis. A check will be issued at the end of each pay period.
- c. Withholding dues in accord with the schedule certified by the authorized Union Official;
- d. Transmitting remittance checks to the allottee designated by the Union together with a duplicate listing of employee-members for whom deductions were made on a pay period basis;
- e. Provide a remittance listing to the Union containing the following information:
 1. A listing of (a) the name of each employee for whom deduction is being made during the current pay period; and (b) the name of each employee-member for whom deduction has been authorized.
 2. The total amount deducted and the total number of deductions.

III

JOINT STIPULATIONS: Parties to this Agreement agree that administrative errors in remittance checks not involving deductions from employee-members will be corrected and adjusted in the next remittance check issued to the employee organization.

IV

EFFECTIVE DATES FOR ACTIONS UNDER THIS AGREEMENT: The effective dates for actions under this agreement are as follows:

Actions	Effective Date
a. Start Dues Withholding	Beginning the first pay period after the date of receipt of properly executed and certified Standard Form 1187 I payroll office
b. Change in Amounts of Due	Beginning of first pay period after receipt of certification in payroll office.
c. Revocation by Employees	Once an employee has authorized dues withholding, it will remain in effect for a period of dues at any time during the first year. This can be accomplished by completing an SF 1188, Cancellation of Payroll Deductions for Labor Organization Dues, or other appropriate means and submitting directly to the Payroll Office. The SF 1188 may be obtained from the Union or the Human Resource Office. It will become effective on the anniversary date of when dues withholding was started. After the initial one

d. Termination Due to Loss of Membership in Good standing

year period, revocation is only allowed on the anniversary date or during the 10-day period immediately preceding the anniversary date. The

e. Termination Due to Loss of Exclusive Recognition Upon Which Allotment was Based.

Payroll Office provides notice of revocation within fourteen (14) calendar days of receipt. The carbon copy of the SF 1188, when completed by the employee, can be used for this purpose.

f. Termination due to Separation, Transfer, or Other Personnel Action

Beginning of the first pay period after the date of receipt of notification in the Payroll Office.

g. Other Reasons for Non-Deduction of Dues

Beginning of first pay period following loss of recognition.

- (a) If action is effective first workday of pay period, termination of allotment will be at end of preceding pay period.
- (b) If action is effective on any workday other than first day of pay period, termination of allotment will automatically be at end of such pay period.

- (a) No deduction will be made during a pay period when an employee's earnings (Regular or Flexible) are not regularly sufficient to cover the amount of the allotment.
- (b) If deductions are stopped temporarily because of insufficient salary, back dues will not be deducted from future earnings.
- (c) No dues will be withheld if net salary after other legal and required deductions is not sufficient to cover the amount of dues.

Article 32

DURATION OF AGREEMENT

Section 1. This Agreement shall become effective and remain in effect for three (3) years from the date of approval by Headquarters ACC. However, either party may give written notice to the other party not earlier than 105 days and not later than 60 days prior to each anniversary date of their desire to supplement this Agreement. Supplements will be limited to changes in Bargaining Unit employees, including court decisions and decisions of the Federal Labor Relations Authority, the General Council, the Federal Mediation and Conciliation Service, and the Federal Service Impasse Panel, when such changes are within the discretion of the Employer. Any supplements will remain in effect in accordance with the provisions of this Article.

Section 2. It is agreed that this Agreement will be automatically renewed for an additional three (3) years unless either party gives written notice to the other between 105 and 60 calendar days prior to the third anniversary of that party's desire to renegotiate the Agreement. Such notice must be promptly acknowledged by the other party. If either party indicates the desire to renegotiate, modify, or otherwise change the provisions of the Agreement. During aforesaid period, negotiations will normally commence not later than the 40th day prior to the third anniversary of the date the Agreement was signed. If a new Agreement will remain in effect until such time as a new Agreement is reached.

Section 3. It is understood that this Agreement will terminate at any time it is determined that the local is no longer entitled to exclusive recognition under the law, or after such recognition has been relinquished.

Section 4. In the event it is found that portions of this Agreement are unworkable or defective, the Agreement may be opened for modification, provided that any request for modification be submitted in writing to the other party during a period not more than one hundred five (105) days nor less than sixty (60) days prior to the eighteen (18) month anniversary date of the signing of this Agreement. The written request shall be accomplished by a summary setting forth the basis for the agreement for the purpose requested. A representative of each party will meet within a reasonable time (not to exceed 30 calendar days), by mutual consent, to open the Agreement and negotiate the matter. Agreement shall be evidenced by written modification duly executed by both parties.

Section 5. It is understood that amendments or supplements of this Agreement may be necessary when required by law, rules, regulations, or policies issued by higher authority after the effective date of this Agreement. In this event, the parties will meet for the sole purpose of negotiating new language that will meet the requirements of such higher authority and no changes other than those required will be made.

Section 6. In order to expedite the approval of this agreement, the parties agree that minor revisions or deletions may be made by higher headquarters in order to correct any regulatory or legal violations that may contain.

FOR THE EMPLOYER

Commander, 28th Support Group

30 Sep 1992

FOR THE UNION

President, AFGE Local 2228

30 Sep 1992

APPROVED: No exceptions to regulations are intended or included.

21 October 1992

Acting Director of Civilian Personnel