

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

6592 AIR BASE GROUP

LOS ANGELES AIR FORCE BASE, CALIFORNIA

AND

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

LOCAL 2429

AFL-CIO

20 OCTOBER 1989



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## **PREAMBLE**

This Agreement is made and entered into by and between the 6592 Air Base Group, Los Angeles Air Force Base, Los Angeles California, hereinafter referred to as "Employer," and American Federation of Government Employees, Local 2429, AFL-CIO, hereinafter referred to as "Union," pursuant to the policy set forth in Title VII, Public Law 95-454. This Agreement and such other Supplementary Agreements as may be agreed upon hereafter from time to time, together shall constitute a Collective Bargaining Agreement (CBA) between the Employer and the Union.

It is the intent and purpose of the Parties to this Agreement to ensure that the wellbeing of employees and efficient administration of the Government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment.

## **ARTICLE I**

### **RECOGNITION AND COVERAGE OF AGREEMENT**

Section A. The Employer recognizes the Union as the exclusive representative of all employees in the Unit as defined in Section B below, and Union recognizes its responsibility of representing these employees without discrimination and without regard to membership status in the Union.

Section B. The Unit to which this Agreement is applicable includes all regular full time and part-time Nonappropriated Fund (NAF) employees of Space Division stationed at Los Angeles Air Force Base and serviced by the Space Division Civilian Personnel Office. The Unit excludes all professional employees, managers, supervisors as defined in the Title VII, Public Law 95-454, confidential employees and employees engaged in Federal personnel work in other than a purely clerical capacity.

## ARTICLE II

### LAWS AND REGULATIONS

Section A. In the administration of all matters covered by this Collective Bargaining Agreement (CBA), all management officials and employees are governed by:

- a. All Federal Laws;
- b. Government-wide rules, regulations and guidelines in effect on the effective date of this CBA;
- c. Department of Defense, Department of the Air Force, and Air Force Civilian Personnel Management Center Policies, rules, regulations and guidelines which were in effect on the effective date of this agreement; and
- d. Subsequently published policies, rules, regulations and guidelines required by law or regulation and which were not in conflict with this CBA.

Section B. The Employer agrees to provide the union copies of all changes, revisions and supplements to AFR-40-7, Nonappropriated Funds Employee Management and Administration, as well as other applicable publications which affect conditions of employment for NAF employees. The Employer further agrees to afford the Union an opportunity to bargain on all negotiable matters relating to changes in conditions of employment for NAF employees.

## ARTICLE III

### EMPLOYER RIGHTS

Section A. Nothing in the Collective Bargaining Agreement shall affect the authority of management officials to exercise the management rights which are stated in Section 7106 of the Federal Service Labor-Management Relations Statute. Section 7106 states as follows:

- a. Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency -
  1. to determine the mission, budget, organization, number of employees and internal security practices of the agency; and
  2. in accordance with applicable laws -
    - a. To hire, assign, direct, lay-off, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action.
    - b. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
    - c. With respect to filling positions, to make selections for appointments from
      - (i) among properly ranked and certified candidates for promotion; or
      - (ii) any other appropriate source; and
    - d. To take whatever actions may be necessary to carry out the agency mission during emergencies.
- b. Nothing in this section will preclude any agency and any labor organization from negotiating:
  1. at the election of the agency, 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;
  2. procedures which management officials of the agency will observe in exercising any authority under this section; or
  3. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.



## ARTICLE IV

### EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section A. Each employee has the right, freely and without fear of penalty or reprisal, to form, to join, and assist a labor organization or to refrain from such activity and each employee shall be protected in the exercise of this right.

Section B. An employee will be unimpeded and free from restraint, coercion or reprisal in exercising his/her rights under this agreement.

Section C. The terms of this Agreement do not preclude any employee, regardless of whether he/she is a member of a labor organization, from bringing matters of personal concern to the attention of appropriate Employer or Union officials.

Section D. Nothing in the Agreement shall require an employee to become or 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 or dental plan participation through payroll deductions or direct payment to the Union:

Section E. All employees will be permitted to review their Official Personnel file on request. The Union shall have the responsibility to ensure that employees review their Official Personnel File at least once annually. Office instructions and wage rate schedules will be posted or made accessible for employees to review. Copies of annual changes in wage rates will be provided to all employees in the Bargaining Unit.

Section F. Insurance plan(s) available will be offered to unit employees at time of employment.

## **ARTICLE V**

### **UNION RIGHTS, RESPONSIBILITY AND PRIVILEGES**

Section A. 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.

Section B. The Union is the exclusive representative of employees in the bargaining unit and is entitled to act for and negotiate agreements covering all employees in the unit. The Union shall be given the opportunity to be represented at formal discussions (planned meetings) between management and employees or employee representatives concerning grievances, personnel policies, practices, or other matters affecting general working conditions of the employees of the unit.

Section C. The facilities (office, office equipment and furniture) currently provided to the union will be used to support this agreement.

Section D. The employer will semi-annually furnish the Union a list of names, position titles, series, grades, types of appointments, hours of work, organizational designations and specific location of all employees in the Bargaining Unit. Within the first ten (10) days of each month, the Union will be given a list of names, position titles, series, grades, types of appointments, hours worked and organizational designation of the gains and losses for the Bargaining Unit of the preceding month.

## **ARTICLE VI**

### **PUBLICITY**

Section A. The employer agrees to provide and install three (3) bulletin boards. The size will be 3'x 3' and will be for the exclusive use of the Union. The Union agrees to designate a bulletin board monitor and an alternate for each location and will post their names, organizational assignments, and telephone numbers there on. The Union agrees to conform to the same standards as prescribed for official employer bulletin boards.

Section B. The Base Telephone Directory will contain the name, title, and location and telephone number of President, Vice-President, and Chief Steward, AFGE Local 2429.

Section C. Notices of meetings and Union sponsored events may be submitted to the Director of Administration by the Union for publication in the Space Division Staff Bulletin.

Section D. The Union may conduct one on-base membership drive each calendar year not to exceed sixty (60) days in length. The Employer will be given ten (10) workdays advance notice to meet with the Union prior to the beginning of the drive to arrange for an on-base meeting place. Two (2) distributions of recruiting literature in the work areas may be made with a minimum of three (3) workdays' notice provided to the Employer.

Section E. The employer shall prepare 300 copies of this Agreement for distribution to the employees to the NAF Bargaining Unit, management officials, supervisors, and 50 copies to the Union. The employer and the Union agree to equally share the cost of preparation and printing of 275 copies of subject Agreement.

Section F. The Union may submit items for publication in the Astro News to the Public Affairs Office. (SD/PA)

Section G. Stewards will be provided a copy of internal office instructions and procedures relating to personnel policies, practices and working conditions affecting employees in the unit.

Section H. The employer agrees to furnish or make available to the Union copies of all future regulations, manuals, directives, letters, messages, supplements and changes thereto, issued at the local level and higher headquarters level that pertain to nonappropriated fund employee personnel policies and practices and working conditions.

Section I. The Civilian Personnel Office maintains the Official library of civilian personnel publications. Any employee may review the publications in the library. During duty hours, an Employee shall clear through his supervisor prior to departing the work area. If, due to mission requirements, the supervisor is unable to release the employee for this purpose, a mutually acceptable alternative time will be selected. Withdrawing material from the library is not permitted.

Section J. Literature racks may be placed, at the Union's expense, in suitable locations in the work areas of nonappropriated fund employees.

Section K. The Employer agrees to allow internal mail delivery service for the purpose of communications on Union -Employer matters.

## ARTICLE VII

### INCENTIVE AWARDS

Section A. Civilian Performance Awards Program. In recommending employees for performance awards, the supervisor will review the recommendation for merit and conformance to AFR 40-7, Nonappropriated Funds Personnel Management and Administration. Prior to implementing changes to the program, the employer shall afford the Union an opportunity to negotiate on all negotiable matters.

The Union and the Employer encourage employees to perform at their highest level. The Employer should recognize those employees whose performance is above that which is expected. Incentive awards will be used to stimulate sustained high --quality job performance of employees where a special award is warranted.

Section B. The Union may nominate a representative to the Morale, Welfare and Recreation Division Special Awards Committee. The attending representative will share equally with other members the rights and responsibilities delegated to the Committee.

Section C. The Employer agrees that, when possible and practical, proper ceremony and publicity will surround presentation of awards. The base news media will be used as a vehicle for publicity for award recipients.

## ARTICLE VIII

### UNION REPRESENTATION

Section A. The Employer agrees to recognize up to two (2) stewards and a Chief Steward appointed by the Union to assure that each employee in the unit will have equal access to the steward. The Union agrees to inform the Employer in writing of the name of the assigned steward at the time of the assignment and notification within ten (10) days of the change in such assignments. The Union will post the names of the stewards on the approved bulletin boards.

Section B. Should it be necessary for a Union steward to leave his/her work area, he/she will coordinate it with his supervisor and the supervisor of the section he/she intends to visit. If, due to mission requirements, the supervisor is unable to release the steward, the supervisor and the steward will select a mutually acceptable alternative time. The steward will report to his/her supervisor the fact of his/her return to the workstation.

Section C. Union stewards or designated representatives will be authorized a reasonable amount of official time during work hours to represent any employee upon request in the preparation and presentation of grievances, appeals and complaints of employees and will be allowed to do so without restraint or harassment.

Section D. Authorized representatives of the Union who are not employees may, subject to national security regulations and visitor control procedures, be allowed to visit the base for the purpose of accomplishing official Union business. The Union will request approval of the Commander's representative, the Civilian Personnel Officer, for each visitation in writing in advance of the desired date. Each request will include the name of the representative, status within the Union, purpose of visit and persons or employee group with whom the visit is desired. The Commander's representative will approve or disapprove each request for such visits. Approval or disapproval of any such request will be submitted in writing to the President, AFGE Local 2429. If the request is disapproved, the reasons must be given in writing.

Section E. Solicitation of membership dues, and other internal business of the Union, shall be conducted during the non-work hours of the employees concerned.

Section F. The Union agrees that they will provide training for stewards in the administration of the Agreement. The Employer agrees that a period of time not to exceed four (4) hours duty time will be authorized for this training. Certification of satisfactory completion of training will be provided to the labor relations Specialist. Training will be accomplished within 45 days after appointment.

## **ARTICLE IX**

### **NEGOTIATIONS, MEETING AND CONFERRING**

Section A. The Employer and the Union shall meet and confer at established times, with respect to personnel policies, practices and matters affecting working conditions, as defined by applicable laws and regulations. The Employer agrees to afford the Union an opportunity to negotiate on negotiable matters prior to implementation.

Section B. The Employer, through its representative, the Civilian Personnel Office, agrees to keep the Union informed in a timely manner of significant changes, such as major reorganizations, deletion of civilian positions or workload changes which could have an impact on the Unit. Nothing in this section shall preclude any agency and any labor organization from negotiating:

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

Section C. Meetings between the Employer's representative and the Union will be held at a mutually agreeable day and time to discuss matters of general concern to employees in the Unit, such as correction of conditions making for grievances and misunderstandings, encouragement of good human relations, betterment of working conditions and strengthening of employee morale. Individual grievances or complaints will not be subject of discussion at these meetings. Representation will not normally exceed three representatives from each Party, unless by mutual agreement, a larger representation is determined necessary. Agenda items will be exchanged at least three days in advance of the scheduled meeting. The Employer will prepare a record of the meeting which will include the agenda and summary of mutually agreed action items. A copy of this record will be provided to the Union.

Section D. This Article shall not be construed as precluding informal discussions between the Union and the Employer. Such discussions will not be required in an agenda.

Section E. The Executive Council of AFGE Local 2429 will meet with the 6592 ABG Commander within six (6) months after his assumption of command and at least annually thereafter. The purpose of these meetings will be to discuss matters of common interests and concerns. The Commander's representative and the Relations Specialist will also attend these sessions.

Section F. The Parties agree to pursue a vigorous program of truth and completeness in the presentation of information to employees.

## ARTICLE X

### HOURS OF WORK, OVERTIME AND HOLIDAYS

Section A. Work Week. The Administrative workweek will be seven consecutive days, Sunday through Saturday. The regular scheduled workweek consists of specific hours during the administrative workweek that the employee is scheduled to work.

Section B. Assignment of Changes to Hours of Work. Work schedules will be established and posted in a place readily accessible to all employees. Work schedules will specify the authorized beginning and ending of daily duty within the administrative workweek for which the employee's services will be required. Changes to the work schedules will be publicized no later than one (1) week prior to the effective date of the change.

Section C. Overtime Pay. Compensation for overtime will be made in accordance with legal and regulatory requirements. Overtime work will be assigned solely in accordance with the Employer's obligation to perform the required workload in a timely manner. In the assignment of overtime, the Employer agrees to provide the employee with as much advanced notice as possible. All overtime must be officially ordered and approved.

Section D. Meal Periods. Meal periods shall not be less than thirty (30) minutes in length during which the employee is entirely free of the duties of his/her positions and are not considered as duty time for which compensation is paid. No employee shall be required to work more than six (6) consecutive hours without a meal period. Supervisors will schedule meal periods for their employees.

Section E. Rest Periods. Rest periods shall not exceed fifteen (15) minutes during each four (4) hours of continuous work and shall be compensable time. Rest periods are not authorized in connection with meal periods.

Section F. Make Ready and Clean Up Time. Incidental duties that are directly connected with the performance of a job; such as obtaining and replacing working tools or materials, undergoing inspections, donning or removing prescribed work uniforms and similar tasks are considered part of job requirements within the established tours of duty. When possible, work shifts are arranged so that time required for incidental duties are part of the regularly scheduled workday. When incidental duties cannot be made part of the regularly scheduled workday, the extra time for which overtime is payable must not exceed thirty (30) minutes a day.



## ARTICLE XI

### LEAVE POLICIES

Section A. Annual Leave. Employees shall earn annual leave in accordance with applicable regulations. When a request for annual leave has been denied, the employee will be notified by the supervisor of the reason for denial. Reason for denial will be furnished in writing upon request of the employee. Supervisors will, at the beginning of the leave year, establish employee leave schedules for the leave year. In the event the Employer finds it necessary to cancel previously approved annual leave, the employee shall be furnished the reasons therefor and be permitted to reschedule the leave.

Section B Sick Leave.

- a. Sick leave shall be granted to employees when they are incapacitated for performance of their duties, provided that the employee not reporting for work because of incapacitation for duty give notice to their supervisors by telephone as soon as possible, normally within two (2) hours after the start of the workday,
- b. Approval of sick leave for prearranged medical, dental, or optical appointments must be secured in advance. Normally, a doctor's certificate will not be required to substantiate a request for sick leave for three (3) days or less. However, when the supervisor has reason to believe that sick leave is being abused, the employee will be required to submit a doctor's certificate as to his/her incapacity for any period of absence. A medical certificate will not be required to substantiate requests for approval of 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. An employee shall not receive a written warning unless he/she has been verbally counseled by his/her supervisor. When SF-71 is to be submitted for all periods reported as sick, the requirement will be reviewed every six (6) months by the supervisor and the employee concerned to determine if a continuation of this requirement is necessary.
- c. The Union agrees to support the Employer in efforts to eliminate unwarranted or improper use of sick leave and to voice to employees the benefits of sick leave accrual.

Section C. Leave Without Pay (LWOP).

- a. Subject to mission requirements, the Employer agrees to excuse without charge to leave duly authorized Union representatives to attend training seminars, briefings and orientation conducted by the Union relating to matters of mutual benefit and concern to the Employer and The Union. Normally each representative will be excused for not more than eight (8)

hours for each approved seminar or training session. Union representatives will also be excused without charge to attend seminars, briefings and orientation conducted by the U.S. Government and other activities and agencies, relating to matters of mutual benefit and concern to the Employer and the Union.

Requests must be in writing and submitted to the Civilian Personnel Officer through the employee's supervisor at least two weeks in advance, when possible.

- b. LWOP will be granted to members of the Bargaining Unit in accordance with applicable regulations.

**ARTICLE XII**  
**OFFICIAL TIME**

Subject to mission requirements, Union representatives may be granted official time to attend Union and non-Union sponsored training, which is considered of mutual benefit to the Employer and the Union.

Such official time shall be granted not to exceed eighty (80) hours per person each calendar year or not to exceed a grand total of one hundred sixty (160) hours each calendar year. Such official time for Union representatives shall be specifically requested in writing by the Local from the Employer at least ten (10) working days in advance, where possible. The Local's written request must be accompanied by a schedule or agenda of the training.

The written request will be submitted to the supervisor of the employee, and a copy of the request will be concurrently submitted to the Civilian Personnel Labor Relations Officer (DPCE).

## ARTICLE XIII

### WORKING CONDITIONS

Section A. Health and Safety. The Employer agrees to provide a safe and healthful workplace for all employees and will comply with applicable laws and regulations relating to the safety and health of its employees are responsible for prompt reporting of observed unsafe conditions.

Section B Morale Welfare and Recreation Facilities. The Employer agrees that matters involving the establishment and operation of morale, welfare, and recreation facilities, services and activities, as are determined to be essential to the morale and efficiency of the Bargaining Unit, are appropriate for meeting and conferring with the Union. The Employer and the Union will consider the recommendations and suggestions on these matters. Determination of the need for, and establishment of, any such services and activities will be accomplished, justified and funded in accordance with applicable regulations.

Section C. Parking.

- a. The Employer agrees that every effort will be made to provide adequate parking facilities for employees. Where possible and within provisions of existing regulations, adequate parking will be provided adjacent to buildings or work locations which will allow for the shortest possible walking distance from parking facility to work location.
- b. Employees having permanent physical handicaps which impede walking will be provided special reserved parking. Employees with temporary physical handicaps will be provided reserved parking upon request, and with the support of a physician's certification, for the duration of the incapacitation.
- c. The parking space currently provided to the Union will be used to support this Agreement

## ARTICLE XIV

### CIVIC RESPONSIBILITIES

Section A. Fund Drives. The Employer and the Union mutually agree that employees in the Unit will be encouraged to participate in worthwhile charity drives. However, in no instance will the Employer or the Union exercise pressure on any employee to contribute to a charity to which the employee does not wish to contribute, nor will any reprisal action be made against an employee who refrains from contributing. The Union may nominate a representative to serve on fund raising committees.

Section B. Savings and Bond Program. The Employer and the Union agree to support the payroll savings plan for the purchase of the United States Bonds. Participation in the program will be strictly voluntary on the part of the employee. Encouragement by the Employer and the Union of Employee participation will not involve any practice of compulsion, coercion or reprisal.

Section C. Social Action Programs. The Employer and the Union agree to support and mutually participate in such social action programs as may be sponsored and established by the Federal Government or the Air Force. The Union will have a member on such boards or committees.

## ARTICLE XV

### EQUAL EMPLOYMENT OPPORTUNITY

Section A. The Employer and the Union agree to cooperate in providing equal opportunity for all persons regardless of race, color, sex, religion, age, physical handicap, or natural origin; to eliminate all discrimination whatever it is known to exist; to assure that all personnel programs, policies and assignments are free of discriminatory practices; and to work toward a truly integrated work force through a continuing affirmative action program.

Section B. The Parties agree that every effort will be made to utilize to the fullest extent, the present skills of employees; to provide the maximum feasible opportunity for employees to enhance their skills through on-the-job training and other training programs so that they may perform at their highest potential and advance in accordance with their abilities.

Section C. The NAF Bargaining Unit shall have a member on the Equal Employment Opportunity Committee. The Union shall be afforded the opportunity to have a member on various subcommittees. The Equal Employment Opportunity Committee shall meet at least quarterly. The function of the Committee shall include the following:

- a. Review EEO complaints activity to analyze, identify and recommend affirmative action areas required to improve employment practices, policies and procedures.
- b. Assist in formulating the activity plan of action.
- c. Review trends in personnel actions and procedures to determine whether personnel management practices are designed to afford all qualified candidates an opportunity for employment or career mobility.
- d. Monitor recruitment efforts to assure that all available sources have been tapped.
- e. Evaluate the EEO Program implementation and progress towards the objective stated in the activity plan of action.

Section D. Upon request, the employer agrees to provide the Union information regarding the number, basis for, and status of all complaint processing and pre-complaint counseling activities. The purpose of this information shall be to analyze installation complaint activity.

Section E. The Employer agrees to train two (2) members of the Bargaining Unit in basic EEO counseling.

Section F.

- a. During precomplaint counseling and at every stage of the complaint proceedings, EEO Counselors will advise all potential discrimination complaints covered by this Agreement of the right to representation of their choice, to include the Union. The right to representation shall be stated in the final interview report prepared by the counselor.
- b. If designated, the Union shall have the right to be present at all discussions between management and employees concerning EEO complaints.
- c. When the complaint does not elect to have Union representation, the Union will be permitted to have an observer present at the hearing without charge to leave unless the-complaints object. The examiner will determine the validity of the objection and make the decision on the question of attendance.
- d. The Union, if designated representative, shall be given a copy of the report containing the resolution of EEO complaints.

## ARTICLE XVI

### ORIENTATION AND TRAINING

Section A. The Union agrees to inform all new employees and all employees converted to regular appointments, as part of the orientation conducted by the Civilian Personnel Office during the first two weeks of employment, or their right to join or refrain from joining and the purpose of the Union. During the orientation, the Union will also provide a copy of the Agreement and a list of designated stewards to each new employee in the Bargaining Unit. Attendance at the orientation is mandatory, and attendance will be annotated on the AF Form 971.

Section B. It is essential for an employee to know who his supervisor is at all times. The Employer will whatever action is required to keep an employee informed of identification of his/her first and second level supervisor.

Section C. The Employer expects each supervisor to stimulate and encourage the interest of his subordinates in self-development, provide information on known self-development sources and to assure that equal opportunity is given to all employees to participate in job-related Employer sponsored training. When requests for Government sponsored training have been denied, the employee will be advised by the supervisor of the reasons for denial. The Union will encourage its members to engage in self-development activities to perform more effectively in current and future assignments.



## ARTICLE XVII

### EMPLOYEE PERFORMANCE EVALUATION

#### Section A. Evaluation of Employee Performance.

- a. The Supervisor will inform each employee of the performance requirements of the employee's position and will evaluate him/her continually to determine how well the requirements met in terms of quality, quantity and manner of performance.
- b. Performance requirements predicated on duties assigned and/or included in the official position description will be discussed with each employee when he is newly assigned to a position. New or revised performance requirements which are established as a result of changes in duties and responsibilities, technological changes, or performance criteria will be discussed with the affected employee(s) by the immediate supervisor.
- c. Discussions held with the employee which reflect either work performance above the level required or which indicate a need for improvement will be entered on the Supervisor's Record of Employee, AF Form 971, and utilized for further performance discussions, documentation for annual rating and incentive award recognition. If an employee's performance is in need of improvement, the supervisor will advise the employee of shortcomings, give an opportunity to improve and assist the employee in meeting performance requirements. Prior to recording entries concerning performance on AF Form 971, the supervisor will discuss them with the employee. Employees will be given an opportunity to initial any favorable or unfavorable comments entered on the AF Form 971, attachments or supplemental portion of the AF Form 971. The employee's initial will indicate only that the employee is aware of each entry. The employee's initials do not indicate concurrence or non-concurrence.
- d. The Annual performance rating assigned to each employee will be given by the employee's supervisor, who is immediately responsible for the employee's work or who assigns, reviews or evaluates the employee's work. When the rating official is unable to discharge these responsibilities, the reviewing official accomplishes them.
- e. Ratings will not conform to any predetermined statistical distribution but will be based solely on employee's performance.
- f. When a determination has been made that an employee cannot perform satisfactorily in his current position, the Employer will not issue a notice of proposed removal before it has been determined the employee cannot be reassigned at his or her current grade or changed to a lower grade position for which he/she is qualified. Efforts to place the employee in another position will continue during the notice period.

- g. The Civilian Personnel Representative and the Union will work together in an attempt to resolve problems which arise at the time it comes to the attention to either party. All proposed notices and letters issued to an employee which deal with marginal performance, denial of within grade increase and adverse performance ratings shall state that the employee may contact a Union Representative of AFGE Local 2429 in regard to the notice or letter.

Section B. Supervisory Appraisal under Merit Promotion Program

- a. Employee Supervisory Appraisal will be made once yearly, and all employees will be rated at the same time within a period of two weeks. If either supervisor or employee has been assigned for less than 90 days, the appraisal will be postponed until the first workday following the 90-day period. A new appraisal may be accomplished on an employee six (6) weeks after the date of the last annual supervisory appraisal when there has been a significant change in the employee's performance.
- b. The rating supervisor will review the appraisal with the reviewing official for each employee prior to discussion of the rating with the employee.
- c. The appraisal signed by the rating and reviewing official will be shown to the employee at the time of supervisory discussion, and each rating element will be discussed in terms of the employee's performance. The employee should sign the appraisal to indicate that it has been discussed and shown to the employee. The employee will be provided a copy of the appraisal.
- d. Supervisory appraisals under the merit promotion program will not conform to any predetermined statistical distributions but will be based solely on employee's performance.
- e. Completed employee appraisal forms and ratings will be maintained in the Civilian Personnel Office. These forms and ratings will not be released or shown to anyone except as authorized by the Civilian Personnel Office on a need-to-know basis. In the event of the complaint, an employee's designated representative shall be provided a copy if authorized in writing by the employee.

## ARTICLE XVIII

### PLACEMENT AND PROMOTION

Section A. It is agreed that the employer will utilize, to the maximum extent possible, the skills and talents of its employees.

Section B. The Civilian Personnel Office will issue a vacancy announcement for each regular (full-time/part-time) position to be filled. Regular full-time employees are those who are hired for continuing positions and who have a regularly scheduled workweek of 35 hours or more. Regular part-time employees are those hired for continuing positions requiring a minimum of 20 hours but less than 35 hours per week on a regularly scheduled workweek.

Section C. All eligible employees may apply for a promotion and be considered at the time the vacancies exists. Employees who are absent from duty for reasons of official travel or approved leave are responsible for advising their supervisors in writing of the positions for which they wish consideration during such absences. During such absences, except in cases of LWOP for more than 30 days, supervisors will apply on behalf of the employee for those positions identified by the employee in accordance with the section.

Section D. Vacancy announcements will be advertised on bulletin boards for a period of not less than five (5) workdays prior to the closing date to give employees an opportunity to bid for a job.

Section E. Announcements will provide a summary statement of duties, a statement of required qualifications and, if appropriate, a statement of any special knowledge, skills and abilities determined essential for effective job performance and for identifying the best qualified candidates. The Union shall be provided with a copy of all vacancy announcements.

Section F.

- a. In filling positions through merit promotion, the area of consideration will consist of all regular NAFI employees at Los Angeles Air Force Base serviced by the Central Civilian Personnel Office (CCPO). The area of consideration will not be expanded until the eligible candidates at Los Angeles Air Force Base have been considered and interviewed.
- b. All employees applying for vacancies in accordance with Article XVIII, Section C, will be considered.
- c. Candidates who fail to meet minimum qualification standards will be screened out by the CCPO.
- d. All qualified candidates will be listed alphabetically with their promotion appraisal score on the promotion certificate. Promotion certificates and any other materials relating to individual action or to the candidates must

not be discussed with or shown to unauthorized personnel. Certificates are transmitted in sealed envelopes.

- e. Interviews will be conducted by the selecting supervisor. All eligible candidates will be interviewed.
- f. All candidates referred as qualified must be informed in writing by the supervisor of the final selection. Upon request, a competitor is informed by the CCPO whether he/she is qualified or not.

Section G. An employee's accumulation of earned annual or sick leave will not be a factor in ratings for promotion.

Section H. Employees who believe that their experience was not properly credited under governing qualification standards or that provisions of the Merit Promotion procedures were not otherwise followed, and that they were thereby deprived of the proper and just promotional consideration, should attempt to resolve the matter informally with the Civilian Personnel Office before filing a grievance. Employees may contact the Union to seek assistance in this regard. Non-selected from a group of properly certified candidates is not a basis for a formal grievance.

Section I. When a written grievance is filed, the Employer agrees to provide the Union all information necessary and relevant to the effective representation of the employees in the Bargaining Unit. The form of this information may be sanitized to the extent required by the provisions of applicable law.

Section J. Approved qualification standards will be maintained in the Civilian Personnel Office. The Employer agrees to send to the Union for review all proposed new or changed qualification standards which are referred by higher headquarters for consideration.

Section K. Supervisors will keep employees currently advised of weaknesses in their job performance and potential, and will counsel employees on how to improve their chances for promotions.

Section L. Details of employees to other positions will be in accordance with AFR 40-7. Details shall be annotated on the employee's AF Form 971, and the employee's detailing supervisor shall advise the employee to update his/her experience record in the Official Personnel File by the use of SF-172.

Section M. Prior to changing or implementing a new merit promotion procedure(s) for the Unit, the Employer shall negotiate with the Union.

## ARTICLE XIX

### POSITION CLASSIFICATION

Section A. Each employee will be provided a copy of his/her official position description. Any employee in the Unit who believes that their position is improperly classified will first consult with the supervisor for information as to the basis for the classification of the position. If the employee is not satisfied with the explanation received, the supervisor will request consultation between the appropriate Civilian Personnel Office representative, employee and the supervisor in an effort to resolve the employee's dissatisfaction informally. In an effort to resolve the employee's dissatisfaction, the Employer agrees to make available for review during counseling sessions pertinent documents relating to the classification of the position, such as classification standards, guidelines, and evaluation statements, if applicable. If the employee so desires, he/she may request Union representation.

Section B. In the event the employee's dissatisfaction concerning the classification of his/her position cannot be informally resolved, the supervisor shall inform the employee that information on appeal procedures may be requested from the Civilian Personnel Office. A copy of the evaluation statement, if applicable will be provided the employee or the designated representative upon request.

Section C. The Employer agrees to send to the Union for review or comment all proposed new or changed classification standards which are referred by higher headquarters for comment. Employer agrees to forward any Union comment to higher headquarters for consideration.

## ARTICLE XX

### REDUCTION-IN-FORCE (RIF)

#### Section A.

The Employer's representative will advise the Union of any anticipated RIF affecting employees in the Unit without delay.

#### Section B.

The Union agrees to nominate not more than two (2) members to the Civilian Personnel Office to serve as RIF representatives in all activities associated with RIF actions affecting members of the Unit as follows:

- a. The Civilian Personnel Office will provide training for the Union's representatives in the function of RIF. Such training will encompass the procedures, regulations and other pertinent aspects of the RIF process to ensure they will be fully informed and capable of understanding the RIF process.
- b. At any time the Civilian Personnel Office determines that a RIF must be carried out, and when members of the Unit are among those to be included in the RIF the Union will be contacted and given a briefing regarding the need and reasons for conducting the RIF.
- c. The Union RIF representative will be given the opportunity to review all documents which affect Unit members of cause Unit members to be affected.

## ARTICLE XXJ

### SUPERVISOR'S RECORD OF EMPLOYEE

Section A. The AF Form 971 and attachments thereto on employees are the supervisor's personal and confidential record. Access to this record will be restricted to the immediate supervisor, employee and other representatives of the Employer or employee with an official "need-to-know". Upon written request, the employee or their authorized representative may obtain a copy of the AF Form 971 and its attachments. Among items recorded on the AF Form 971 will be information concerning employee performance and conduct, and a description of any pertinent discussions with the employee. Employees will initial any counseling session, favorable and unfavorable comments entered on the AF Form 971. The employee's initials do not indicate concurrence or non-concurrence with such entries.

Section B. Any information of derogatory nature will only be maintained on the AF Form 971 or supplements thereto for 24 months. At the end of this period, such information will be removed and destroyed. Derogatory remarks which are determined to be unfounded will be purged from the AF Form 971. The employee or his/her representative will be permitted to review his/her AF Form 971 and supplements thereto.

## **ARTICLE XXII**

### **VOLUNTARY SEPARATIONS**

Departing employees have the right to be counseled by the Union if they desire when they have reason to believe there may be a misunderstanding about the action and its consequences. The purpose of this is not to reverse the employee's decision, but to be sure the employee understands his/her rights, entitlements and obligations, and to preclude problems.



**ARTICLE XXIII**  
**CONTRACTING OUT**

The Employer shall afford the Union an opportunity to negotiate on negotiable matters prior to contracting out that will result in the displacement of members of the Bargaining Unit. The Employer further agrees to attempt to minimize the impact on employees when a function is contracted out. Affected employees will be reassigned and/or retained to the maximum extent possible.

**ARTICLE XXIV**  
**INJURY COMPENSATION**

Section A. Employees have the responsibility of informing their supervisors promptly when injured or ill because of work. Supervisors are responsible for counseling employees to report such injuries and illnesses, and for prompt completion of required compensation forms.

Section B. Supervisors will promptly advise stewards of on-the-job injuries incurred by members of the Bargaining Unit. Stewards will also promptly advise supervisors when they become aware of injury.

Section C. The Employer shall make every effort to make arrangements for transportation, when requested, for an employee incapacitated due to illness or accident on the job, and unable to drive.

Section D. The Civilian Personnel Office shall be responsible to provide the individual the necessary forms, regulations and all procedures to follow relative to such injury. The Civilian Personnel Office will advise the Union on any problems, regarding the completion of forms, regulations and procedures involving an on-the-job injury of the Unit member.

## ARTICLE XXV

### DISCIPLINARY ACTIONS AND ADVERSE ACTIONS

Section A. Supervisors are obligated to act where the determination has been made that discipline is in order and will only be taken for just and efficient cause. Disciplinary and adverse actions will be consistent with laws and regulations governing such actions.

Section B. Disciplinary actions are limited to oral admonishments, letters of reprimand and suspensions of 14 days or less.

Section C. Adverse actions are removals, suspensions for more than 14 days, furloughs for 30 days or less, and reductions in pay or grade.

Section D. Disciplinary actions are intended primarily to correct employees. All parties are expected to cooperate in the discussion of offense situations in an effort to ensure that the appropriate penalty necessary to correct an employee is assessed.

Section E. When disciplinary action is considered warranted, a written notification will be delivered whenever information is revealed or becomes available to substantiate the action. Discipline must be prompt and will only be taken for just and sufficient cause.

Section F. When the Employer conducts an informal, investigatory interview, the employee being interviewed is entitled, upon the employee's request, to the presence of a Union representative, if the employee has reasonable grounds to believe the interview may result in disciplinary action against him/her. The provision shall not apply to investigatory interviews concerning accidents conducted by the Employer's safety inspectors or investigatory interviews concerning criminal cases conducted by the Employer's representative.

Section G. When the Employee is available, the Employer agrees to informally discuss the basis for any proposed disciplinary or adverse action. The Employer will provide to the employee his/her designated representative, upon request, all documents, letters, affidavits and any other material relied upon to support its disciplinary or adverse action. The Employer will carefully consider the employee's views before instituting formal action.

Section H. If an employee is to be served with a warrant or subpoena, it will be done in private, where possible, without the knowledge of other employees.

Section I. When the employee does not elect to have the Union represent him/her, a Union observer will be allowed to attend, but not participate in, a hearing concerning the appeal of the employee in the Unit, except when the employee objects and the examiner

Determines that the objection is valid. A Union representative who is present at an appeal hearing when authorized to do so under the appeal procedure normally is excused without charge to leave. However, if the employee's representative is an official member of the Union concerned and is on official time, the observer is charged annual leave without pay.

Section J. An employee may either appeal adverse actions through AFR 40-7, Nonappropriated Funds Personnel Management and Administration, or request that the Union seek arbitration, but not both. If the employee desires the Union to seek arbitration, he/she must notify the Union but not later than five (5) calendar days after the effective date of the adverse action. The Union shall determine which case are referred to arbitration.

**ARTICLE XXVI**  
**GRIEVANCE PROCEDURES**

Section A. The purpose of this article is to provide for a mutually acceptable method for the prompt and equitable settlement of grievances.

Section B. This negotiated procedure shall be the exclusive procedure available to the Employer, the Union and the employees in the Bargaining Unit for resolving such grievances.

Section C. A grievance is defined as any dispute or complaint between employer and the Union or employee(s) or employer covered by this agreement and pertaining to the following:

- a. Any matter involving interpretation, application, or violation of this agreement; and
- b. Any matter involving working conditions, interpretations and applications of agency policies, regulations and practices not specifically covered by this agreement.

Section D. If the Unit employees desire representation using this grievance procedure, he/she must be represented by a Union appointed representative or a representative of personal choice approved by the Union. The term "Union representative" used in this article is defined as follows:

- a. Representative appointed by the Union
- b. Representative approved by the Union

Section E. The Employer agrees to obtain an agency decision on the grievability or arbitrability of grievance prior to the start of the time limit for the written answer to Step 3 of this procedure. Any rejection of a grievance on the grounds that it is not a matter subject to this grievance procedure, or is not subject to arbitration, shall be executed at Step 3 of the grievance procedure. Such rejection shall be served upon the Union in writing and, if alleged to be subject to statutory appeal procedures, shall state it is the final rejection of the matter. Disputes of grievability or arbitrability shall be referred to an arbitrator as a threshold issue in the related grievance. The arbitrator's fee and expense shall be borne equally by the Employer and the Union.

Section F.

- a. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made to settle grievances at the lowest possible level. The filing of the grievance shall not be

- construed as reflecting unfavorably on an employee's good standing, performance or loyalty or desirability to the organization.
- b. The Civilian Personnel Office will establish and maintain a grievance file when written grievance has been submitted. This file will contain all documents pertinent to the case, such as a memorandum explaining the informal resolution attempted, signed by the official who considered the matter, and any material relied on to support the action. The Party initiating any documentation relating to the grievance is responsible for providing a copy for the file.
  - c. Reasonable time during working hours will be allowed for an employee and his/her designated representative, if otherwise in duty status, to discuss, prepare for and present grievances. They will be permitted to review and obtain copies, upon written request, of any material relied upon to support the action.

Section G. Step I. A grievance so identified by the employee shall first be addressed orally by the concerned employee and/or the employee's representation, or both with the immediate supervisor, if appropriate, in an attempt to settle the matter. Grievances must be presented within fifteen (15) workdays from the date the employee or the Union becomes aware of the grievable act. An extension of time not to exceed ten (10) additional workdays will be granted for extenuating circumstances such as leave, IDY and situations not under the control of the aggrieved. Extensions may be granted and confirmed in writing and contain specific reasons for the request. If an employee presents a grievance directly to the agency management without Union representation for adjustment consistent with the terms of this Agreement, the Union shall have an observer present on official time. The supervisor will render a decision not later than five (5) workdays after presentation of the grievance. Decision shall be in writing with issues and corrective action sought clearly described.

Section H STEP 2.

If the matter is not satisfactorily settled following the initial discussion, the Union may, within five (5) workdays, submit the grievance in writing to the next appropriate level of supervision. Stated on or attached to the document shall be:

- a. Name or names of grievant.
- b. Specific Article(s) and section(s) of the Agreement alleged to have been violated and date of the violation.
- c. Remedy requested.
- d. Efforts made to resolve dissatisfaction informally.
- e. Grievant representative's name.

The supervisor will meet with the employee(s) and his/her Union representative within five (5) workdays after receiving the formal grievance. The supervisor will render a decision in writing to the Union within ten (10) workdays after meeting.

Section I. Step 3. If the grievance is not settled at the level of the supervision, the Union may, within five (5) workdays, forward grievance to the Commander, 6592 ABG, for further consideration. The Commander shall review grievance, consult with the Parties, if appropriate, and render a written decision within ten (10) workdays after receipt of grievance.

Section J. Step 4. If the grievance is not satisfactorily settled, the Union or the Employer may refer the matter to arbitration.

Section K. Grievances may be submitted in writing by the Union President directly to the Commander, 6592 ABG. The Commander and the Union President will meet and confer, if appropriate, after receipt of grievance. The Commander, 6592 ABG, shall give the Union President his written answer within fifteen (15) workdays after receipt of the grievance. If the grievance is not settled by this method, the Union may refer the matter to arbitration. Nothing herein will preclude either Party from attempting to settle such grievances informally.

Section L. The 6592 ABG Commander may submit Employer initiated grievances in writing directly to the Union President. The procedure and time limits will be the same as in Section K.

Section M. All time limits in this Article may be extended by mutual consent and should be confirmed in writing. Failure to observe the time limits shall entitle the aggrieved to advance the grievance to the next step. New issues may not be raised by either Party after the initial step of the grievance procedure.

Section N. If there is a change in the Union representative after the initial stage, management will be notified in writing.

## ARTICLE XXVII

### ARBITRATION

Section A. If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either Party within thirty (30) calendar days after issuance of the Employer's final decision, shall be submitted to arbitration.

Section B. Within five (5) workdays from the date of request for arbitration, the Parties shall jointly request the Federal Mediation and Conciliation Services (FMCS) to provide a list of seven impartial persons to act as arbitrators. The Parties shall meet within three (3) workdays after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of seven and will then repeat this procedure. The remaining name shall be the duly selected arbitrator.

Section C. The FMCS shall be empowered to make a direct designation of an arbitrator to hear the case in the event:

- a. Either Party refuses to participate in the selection of the arbitrator.
- b. Upon inaction or undue delay on the part of either Party.

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

Section E. The arbitrator's fee and the expenses of the arbitration, if any, shall be borne equally by the Employer and the Union. However, in no event will an amount for per diem and transportation be greater than that permitted under the Joint Travel Regulations. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic workweek. All employee witnesses to the hearing shall be on duty status. Union representatives to the hearing shall be on duty status.

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

Section G. The arbitrator's award shall be binding on the Parties. However, either Party may file exceptions to an award with the Federal Labor Relations Authority, under regulations prescribed by the Authority



## ARTICLE XXVIII

### DUES WITHHOLDING

Section A. The Employer shall deduct Union dues from the pay of all eligible employees who voluntarily authorize such deduction and are in the Unit for which the Union holds exclusive recognition, in accordance with provisions set forth herein.

Section B. Union dues (the regular, periodic amounts required to maintain an employee in good standing with the Union) shall be deducted by the Employer from an employee's pay each payroll period when the following conditions are met:

- a. The employee either is a member in good standing of the Union or has signed up for membership subject to the payment of his first month's dues through voluntary allotment as provided herein.
- b. The employee's earnings are regularly sufficient to cover the amount of the allotment
- c. The employee has voluntarily authorized such a deduction on Standard Form 1187, supplied by the Union. Members complete Section B of the SF-1187 before return to the Union.
- d. The Union, through its authorized official, has completed and signed Section A of such forms.
- e. Such completed form has been transmitted promptly by the Union to the NAF Financial Management Branch.

Section C. The Union shall supply SF-1187 and shall be responsible for the distribution of this form to its eligible members and for completion of Section A thereon, including the certification of the current amount of such local Union's regular dues to be deducted each pay period. The Union shall be responsible for educating its members on the voluntary program for allotments for payment of dues, its voluntary nature, and the uses and availability of the required forms (SF-1187 and SF-1188) and the conditions for revocation of allotments.

Section D. Deduction of dues shall begin with the first pay period which occurs after receipt of SF-1187 by the NAF Financial Management Branch. However, such forms must be received by the Payroll Section three (3) workdays prior to the beginning of the pay period.

Section E. The amount of the Union dues to be deducted each pay period shall remain as originally certified on the allotment forms by the authorized Union official until a change in the amount of deduction is certified by the authorized official of the Union and change is transmitted to the Payroll Section.

Section F. Any such change in the amount of any employee's regular dues, with resultant change in the amount of the allotment of such employee per pay period shall become effective with the deduction allotment made on the first pay period after

transmittal of the notice, via the Union, provided such notice of change is received by the Payroll Section three(3) workdays prior to the beginning of the pay period. Changes in the amounts of the Union's dues shall not be made more frequently than once each twelve(12) months.

Section G. An employee's voluntary allotment for payment of Union dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:

- a. The Agreement providing for dues withholding is suspended or terminated by an authority outside DoD.
- b. Loss of exclusive recognition by the Union
- c. Reassignment, promotion or other personal action (except temporary promotion or detail) whereby the employee becomes employed outside the Union.
- d. Separation of the employee for any reasons including resignation, transfer, death or retirement.
- e. Receipt by the Employer of notice that the Employer of notice that the employee has been expelled or has ceased to be a member in good standing of the Union.

Section H. The Union which has members on voluntary allotment of its dues shall promptly notify the Payroll Section in writing when any such member in good standing. Such notices shall be in duplicate and transmitted to the Payroll Section by the Union which shall retain the duplicate for its own records. Such notice must be received by the Payroll Section by three(3) workdays prior to the start of the next pay period.

Section I. An allotment for the deduction of an employee's Union dues may also be voluntarily terminated by the employee through submission to the Payroll Section, through the Union Treasurer, of a SF-1188 in duplicate. The duplicate copy of the SF- 1188 shall be withdrawn by the Union Treasurer, and the original shall be forwarded immediately to the Payroll Section. The SF-1188 shall not be accepted by the Payroll Section unless said form has been submitted through the Union Treasurer. Members who elected to pay dues by payroll deduction on or prior to 1 September 1978 may withdraw on the annual effective date of their allotment.

Section J. The Employer, through the Payroll Section, shall transmit to the American Federation of Government Employees (AFGE) Local 2429, within three (3) workdays after each pay day all of the following:

- a. A list in duplicate which shall contain the name of each employee member of the Union on voluntary allotment, and the amount of the allotment made for each such employee member. The list also includes the names of those employees for whom allotments have been permanently or temporarily stopped and reason therefor.

- b. A check drawn by the NAF Financial Management Branch on the First National Bank of Chicago and made payable to the AFGE Fiduciary Account, Local 2429, Account No. 432-802450-0, Great Western Bank, 550 No. Sepulveda Blvd., El Segundo, California 90245-4494, in an amount equal to the grand total of all such monetary allotment deduction.

Section K. The Article is subject to revision at such time as the Union will deem it appropriate to change the amount of dues to be allotted, or the address where remittance checks to be sent. In such case, it is agreed that the Union shall provide the Employer upon demand satisfactory evidence that all employee members have received ample and timely notice of such change in the amount of dues. Changes in the amount of Union dues shall not be made more frequently than once each twelve- (12) months.

Section L. So long as the Parties are negotiating or seeking to negotiate a renewal Agreement, dues deduction shall continue until (1) a new contract is approved, (2) the Union loses representation rights, or (3) procedures for the resolution of a Bargaining impasse have been exhausted.

## ARTICLE XXIX

### ALCOHOLISM AND DRUG ABUSE

Section A. The Union and the Employer jointly recognize alcoholism as a chronic disease and drug abuse as a health problem, both of which are treatable. It is also recognized that it is in the best interest of the employee, the Union, and the Employer that they be treated and controlled. The objective of both The Union and the Employer is to return all identified civilian alcohol and drug abusers to full and effective duty status. Therefore, every drug and alcohol abuser, regardless of how identified, will be offered the opportunity for rehabilitation.

Section B. Our concern is limited to alcoholism and drug problems which cause poor work performance, behavior and attendance. Any employee with an identified problem who participate in the Drug and Alcohol Abuse Control Program will be entitled to all of the rights, benefits, specific services and assistance which this program provides.

Section C. It shall be the responsibility of the Employer and the Union to follow the policy and procedures specified in the Drug and Alcohol Abuse Control Program.

Section D. The Union will have a member of the Bargaining Unit on the Los Angeles Air Force Base Drug and Alcohol Abuse Control Committee established by the Base Commander to assess drug/alcohol abuse trends and to coordinate and monitor the activities of the individual organizations and staff agencies having responsibilities in drug and alcohol abuse control.

Section E. A supervisor must:

- a. Be alert, through continuing observation, to deteriorating changes in the work behavior of assigned employees.
- b. Document specific instances when an employee's work performance, behavior or attendance fails to meet minimum standards.
- c. Advise the Social Actions staff and the Union of what he/she perceives to be the employee's problem. The supervisor will not attempt to diagnose or draw conclusion.
- d. Interview the employee, discuss sub-standard work performance or misconduct, and advise the employee to seek available Air Force counseling services or medical treatment.
  1. The focus of corrective interviews is restricted to the issue of job performance, attendance or conduct, and opinions or judgements on alcoholism or other drug use are prohibited. .
  2. The employee shall be afforded the right to have appropriate representation present if the Union so desires.

Section E. Retention and promotion of Civilian Personnel jeopardized by voluntary or referred request for counseling or assistance for rehabilitation in regard to personal use of drugs or alcohol except as provided in the program.

Section G. Records of identity, diagnosis, prognosis or treatment of any civilian employee which are maintained in connection with the Drug and Alcohol Abuse Control Program are privileged information and, without the employee's written consent, may be disclosed only as provided by regulation.

**ARTICLE XXX**

**WAIVER OF CONDITIONS**

The waiver of any conditions of this Agreement may be made only by mutual agreement between the employer and the Union; will be recorded in a memorandum of understanding signed by designated representatives of the Employer and the Union; and, will not constitute a precedent in the future enforcement of all terms and conditions stated herein.

## ARTICLE XXXI

### DURATION OF AGREEMENT

Section A. This collective bargaining agreement shall become effective upon the written concurrence of both parties and approval of Headquarters Air Force Systems Command (HQ AFSC). This Agreement shall remain in effect for five years from the date of approval by HQ AFSC. However, each party must give written notice to the other, not more than 90 nor less than 60 days prior to the expiration of the agreement, of their intention to reopen and amend or modify the agreement.

Section B. Each party must give notice to the other, not more than 90 nor less than 60 days prior to the five year expiration date and each subsequent expiration date for the purpose of renegotiating this agreement. The present agreement shall remain in full force and effect during the renegotiating of said agreement and until such time as a new agreement is approved. If neither party serves notice to renegotiating this agreement, the agreement shall be automatically renewed for one year periods.

Section C. During the duration of this agreement, either party may notify the other in writing of its desire to negotiate supplemental agreements. Any supplemental agreement shall remain in effect in accordance with the provisions of the agreements.

Section D. When written notice is received to renegotiate this agreement, proposals shall be exchanged concurrently by the parties on a mutually agreed to date. The proposals shall be exchanged not later than sixty (60) days from the date of receipt of the original notice to renegotiate.

SIGNATURE'S FOR NAF CONTRACT  
AUTHENTICATION

FOR THE EMPLOYER

FOR THE UNION



