

*Memorandum of Agreement*  
*Under Executive Order 11491*  
*Between*



*MacDill Air Force Base, Florida*

*and*

Interdepartmental Local 2508

American Federation of Government Employees

(AFGE)

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## **PARTIES TO THE AGREEMENT**

Pursuant to the policy set forth in Executive Order 11491, as amended, hereinafter referred to as the Order, the following articles constitute a Labor-Management Agreement by an between MacDill Air Force Base non-appropriated fund instrumentalities (NAFI's) assigned to the Morale, Welfare, and Recreation Division, and the 56<sup>th</sup> Services Squadron, and serviced by the Central Civilian Personnel Office at MacDill Air Force Base, Tampa, Florida, hereinafter referred to as the Employer; and AFGE Local 2508, American Federation of Government Employees, AFL-CIO, hereinafter referred to as the Union.

**WITNESSETH**

In accordance with the provisions of Executive Order 11491, as amended, and in consideration of the mutual covenants herein set forth, and

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

WHEREAS, the well-being of employees and efficient administration of the Government-are benefited by providingemployees an opportunityto participate in the formulation and implementation of personnel policies and affecting theconditions of their employment; and

WHEREAS, the participation of employees should be improved through the maintenance of constructive and cooperativerelationships between the Union and the Employer;and

WHEREAS, subject to lawand the paramount requirements of public service, effective labor-management relations within the Federal service require a clear statement of the respective rights and obligations of theUnion and theEmployer;

NOW, THEREFORE, the parties agree as follows:

## ARTICLE I

### **DESCRIPTION OF UNITS**

Section 1: The Employer hereby recognizes that the Union is the exclusive representative of all employees employed within the Units, as defined in Section 2 below, and the Union hereby recognizes its responsibility of representing the interest of all such employees without discrimination and without regard to Union membership with respect to grievances, personnel policies and procedures, or other matters affecting their general working conditions, subject to the express limitations set forth in this agreement.

Section 2: The Unit(s) to which this agreement is applicable are contained in the following non-appropriated funds instrumentalities (NAFIs) serviced by the Central Civilian Personnel Office, MacDill Air Force Base, Florida.

a. **OFFICERS' OPEN MESS**

(1) Included: All regular full-time and regular part-time civilian employees in the MacDill AFB Officers' Open Mess who are paid from Non-appropriated Funds (NAF).

(2) Excluded: Temporary employees, casual, intermittent, or "on-call" employees, military employees, management officials, supervisors, professional employees, employees engaged in personnel work in other than purely clerical capacity, and guards.

b. **NON-COMMISSIONED OFFICERS' OPEN MESS, BILLETING SERVICES, AND NAF-PERSONNEL OFFICE**

(1) Included: All regular full-time, regular part-time and intermittent employees, including off-duty military personnel in any of the foregoing categories, paid from non-appropriated funds who work in the Non-Commissioned Officers' Open Mess, Billeting Fund and the USAF-NAF Personnel Office, MacDill Air Force Base, Florida.

(2) Excluded: Management officials, professional employees, employees engaged in Federal Personnel work in other than purely clerical capacity and supervisors and guards as defined in the Order.

c. **RECREATION SERVICES BRANCH AND LIBRARY BRANCH (FORMERLY CENTRAL BASE FUND)**

(1) Included: All regular full-time and regular part-time Civilian Employees employed by the Central Base Fund, MacDill AFB, Florida.

(2) Excluded: Temporary employees, casual employees, military employees, management officials, supervisors, professional employees, employees engaged in personnel work in other than purely clerical capacity and guards.

d. NAF FINANCIAL MANAGEMENT BRANCH (FORMERLY FISCAL CONTROL OFFICE)

(1) Included: All non-supervisory, non-appropriated fund employees of the NAP Financial Management Branch.

(2) Excluded: Any management official or supervisor, employees engaged in Federal Personnel work in other than purely clerical capacity and guards as defined in the Executive Order.

Section 3: If, during the life of the agreement, should any group of employees presently excluded above be certified as part of existing units, it is agreed that they will be subject to the terms of this .agreement.

## ARTICLE II

### **GOVERNING REGULATIONS**

This agreement and any supplemental agreements or amendments shall be subject to the following requirements:

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.



## ARTICLE III

### **MATTERS APPROPRIATE FOR NEGOTIATION**

Section 1: Matters appropriate for negotiation between the parties are policies, programs, and procedures pertaining to working conditions which are within the discretion of the Employer, including, but not limited to safety, training, labor-management cooperation, employee services, methods of adjusting grievances, appeals, leave practices, promotion plans, demotion practices, pay practices, reduction in force practices and hours of work.

Section 2: It is further recognized that this Agreement does not alter the responsibility of the Employer or the Union to meet and confer with the other to discuss matters of interest to the employees in the Unit concerning policies, programs and procedures related to working conditions which are within the authority or discretion of the Employer.

Section 3: The Employer shall notify the Union, in writing, of proposed material changes in practices, policies, procedures, and working conditions within the discretion of the Employer which will affect employees in the unit. The matter shall be furnished to the Union and the Union's views shall be fully considered. Either party desiring or having a requirement for discussion shall give advance notice, in writing, to the other, including a statement of the subject matter to be discussed and the problem, if any, which generated the need for discussion. Each lower level of management is encouraged to obtain the views of the appropriate shop steward prior to submitting proposed change(s) to higher levels of management. The obligation to meet and confer does not apply to those matters which are found to be in violation of law or appropriate regulations, and which require immediate corrective action; however, the employer will notify the Union in writing of such changes and furnish a copy of the law or directive (Regulations, etc.)

Section 4: The Employer will meet and confer with the Union before making changes to prior policies, practices, and understandings which have been mutually acceptable to the Employer and the Union but which are not specifically covered by this agreement.

## ARTICLE IV

### **RIGHTS OF THE EMPLOYER**

Section 1: Management retains the right, in accordance with applicable laws and regulations: (1) to direct employees; (2) to hire, promote, transfer, assign, and retain employees in positions within the agency, and to suspend, demote, discharge, or take other disciplinary action against employees; (3) to relieve employees from duties because of lack of work or for other legitimate reasons; (4) to maintain the efficiency of the Government operations entrusted to them; (5) to determine the methods, means, and personnel by which such operations are to be conducted; and (6) to take whatever actions may be necessary to carry out the mission of the activity in situations of emergency.

Section 2: The right to make rules and regulations shall be considered an acknowledged function of the Employer. In prescribing regulations relating to personnel policies and practices and working conditions, the Employer shall have due regard for the obligation imposed by the Order. However, the obligation to meet and confer does not include matters with respect to the mission of the activity; its budget, its organization; the number of employees; and the numbers, types, and grades of positions or employees assigned to an organizational unit, work project, or tour of duty; the technology of performing its work; or its internal security practices. This does not preclude the parties from negotiating agreements providing appropriate arrangements for employees adversely affected by the impact of realignment of work force or technological change.

## ARTICLE V

### **RIGHTS OF EMPLOYEES**

Section 1: Each employee of the Units has the right, freely and without fear of penalty of reprisal, to form, join, and assist a labor organization, or to refrain from any such activity, and each employee shall be protected in the exercise of this right. Except as otherwise expressly provided in E.O. 11491, as amended, the right to assist a labor organization extends to participation in the management of the organization and acting for the organization in the capacity of an organization representative, including presentation of its views to officials of the executive branch, the Congress, or other appropriate authority. The Employer shall take the action required to assure that employees in the Units are apprised of their rights under E.O. 11491, as amended, and that no interference, restraint, coercion, or discrimination is practiced within the Units to encourage or discourage membership in a labor organization.

Section 2: It is understood that the rights described in Section 1 do not extend to participation in the management of a labor organization or acting as a representative of such an organization by a supervisor, except as provided in the Order, or by an employee when the participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of the employee.

Section 3: Each employee, regardless of whether he is a member of a labor organization, shall have the right to bring matters of personal concern to the attention of appropriate officials under applicable law, rule, regulations, or established agency policy; and to choose his own representative in a grievance or appellate action, except grievances under the negotiated grievance procedure.

Section 4: Nothing in this agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. The requirements of this Section apply to all supplemental, implementing, subsidiary, or informal agreements between the Employer and the Union.

Section 5: The Employer agrees that all the provisions of this agreement shall be applied fairly and equitably to all employees in the Units.

Section 6: The Employer agrees to publicize this Article in the NAFI portion of the Civilian Personnel Digest annually and to present a copy of this Article to newly appointed NAFI personnel during desk orientation.

## ARTICLE VI

### **RIGHTS OF THE UNION**

Section 1: The Union shall have the right and the responsibility to represent all employees in the Unit; to present its views to the Employer on matters of concern either orally or in writing and to have such views considered in the formulation, development, and implementation of personnel policies and practices which are within the authority of the Employer; to consult and be consulted at the level of management which can authorize the change; and to negotiate with the Employer with the object of reaching an agreement covering all employees in the unit(s).

Section 2: The Union shall be notified in advance by the Employer and shall be given the opportunity to be represented at any scheduled meeting held by officials of the Employer with representatives of any other labor organization or special interest group which may request such a meeting when the subject to be discussed involves personnel policies or practices affecting the employees in the unit or when it could affect the rights and obligations of the Union as the exclusive representative of such employees.

Section 3: The Union shall be informed by the Employer concerning any preliminary decisions reached as a result of discussions-with individual employees concerning personnel policies and practices or other matters affecting general working conditions which may affect other employees in the unit. It is recognized that informal discussions between an employee and a supervisor which are of a personal nature, or concern problems personal to the employee, do not normally fall in this category.

Section 4: The Union shall have the opportunity to have an observer present during any discussion of formal grievances between management and employees or employee representatives and to make known the views of the Union at an appropriate time. The right of the Union to be present during such discussions of grievances is subject to security and confidential requirements. Except when the employee's representative is an official of the Union, the Union observer at grievance proceedings shall be excused without charge to leave for the time required for him to be present while the grievance is being discussed.

## ARTICLE VII

### **EMPLOYEE-MANAGEMENT COOPERATION**

Section 1: Either party desiring or having requirement for discussion shall give advance notice to the other including a statement of the subject matter to be discussed and the problem, if any, which generated the need for discussion.

Section 2: Should either party to this Agreement request a meeting with the other, it is agreed that they shall meet within seven (7) workdays in an effort to resolve the matter which has created the concern. When meetings are held at top management level, i.e., Chief, Morale, Welfare, & Recreation Division, and Commander, 56th Services Squadron, the Employer will arrange for the best means available for the keeping of minutes of meetings with Union representatives. Such minutes shall contain as a minimum the topics discussed, positions of the parties, and any agreement or understanding reached, if any. The Union shall be provided a copy of such minutes.

## ARTICLE VIII

### **UNION REPRESENTATION**

Section 1: The Employer agrees to recognize the Union's President, 1st Vice President, Unit Vice President and Stewards duly designated by the Union. The Unit Vice President and Stewards shall be eligible employees in the Unit.

Section 2: The Employer agrees to recognize a Vice President for all Units' covered by this Agreement and serviced by the CCPO. The Vice President will be appointed by the Union. The Employer agrees to recognize 5 principal stewards and 5 alternate stewards to serve all Units' covered by this Agreement and serviced by the CCPO. Alternate stewards will act only in the absence of principal stewards. Organizational assignment of Stewards will be at the Union's discretion. Efforts will be made by the Union that will assure employees of the Unit to have access to a Steward. Further, the Union agrees that the Steward's organizational assignments will not cause: (1) undue interruption from the Steward's official NAFI duties, (2) excessive travel time, and (3) incompatibility with the hours worked by the employees serviced by the steward. Stewards will not perform steward duties outside their assigned area except on a temporary basis and when authorized by the Union to serve as the personal representative of an employee.

Section 3: The Union agrees to furnish a list of stewards and their alternates to the CCPO within three (3) workdays from the date of selection and appointment. In addition to the names the format will include: duty NAFI, duty telephone number, and organizational assignment for steward purposes. The Union further agrees to submit a complete revised listing as changes occur, to arrive in the CCPO not later than three (3) workdays following the change. The list shall be posted by the Employer on each official bulletin board.

Section 4: The Employer agrees that stewards will be allowed to engage in the activities stated below during duty hours:

- a. To be the personal representative of an employee at the latter's request in the presentation of grievances and appeals to any supervisor or management official.
- b. To assist an employee, when requested, in the preparation of his reply to a notice of a proposed disciplinary or adverse action and to accompany and represent the employee when making his oral reply. This does not extend to any phase in either case which precedes the issuance of the written notice.
- c. To consult with supervisors or management officials on personnel policies and practices and working conditions.
- d. To draw up requests or recommendations in connection with officially requested or approved consultations or meetings with supervisors or management officials.

e. Up to eight working hours, if designated by the employee as his representative, to assist an employee in the preparation of a grievance or appeal for a hearing or inquiry. Based upon facts and circumstances in each individual case, the employee agrees to consider extending the eight hours, if warranted. This privilege will be extended to any employee in the unit who has been selected by an employee to represent him in the presentation of his grievance.

f. To prepare a grievance on behalf of the Union concerning an alleged violation of this Agreement.

g. The Employer and the Union agree that this Article will be reopened for negotiations in order that the parties can deal with the impact on agreement provisions of the Comptroller General's decision concerning the use of official time for representational purposes. Negotiations will commence at a mutually agreed upon date, but not later than 60 days from the date of the decision.

Section 5: It is recognized that the primary duties of a steward are his obligation as an Air Force NAFII employee. Therefore, it is agreed that the following procedures will apply when a steward must leave his official duty station on steward business.

a. Permission will be requested from his immediate supervisor when he must be absent from the work area to engage in activities as outlined in Section 4 of the Article. Permission will also be obtained from the immediate supervisor of any employee being contacted for purpose of conducting Union Business. When the steward and the concerned employee determine that the absence will exceed one hour, the steward will notify his immediate supervisor and the concerned employee's supervisor and inform them of the approximate time of return.

b. Both supervisors will make an effort to insure privacy for the steward and any concerned employee commensurate with the work area.

c. Stewards will report to their immediate supervisors when they return to their assigned official duties. Any absence expected to be in excess of one hour will be requested from the steward's and the concerned employee's supervisor in sufficient time to allow rescheduling of work.

Section 6: The employer agrees to recognize duty appointed officials of the Union. The Union agrees to furnish a listing of Union officers to the CCPO to arrive within three (3) workdays following election. The Union further agrees to submit a complete revised listing as changes occur, to arrive in the CCPO not later than three (3) workdays following the change.

Authorized Union officials will be allowed to visit NAFI activities on official business. The CCPO will be given a minimum of one (1) day advance notice of the purpose of the visit and the parties to be contacted in order for appropriate security measures to be taken. The employer agrees that there shall be no discrimination against an officer of the Union or Steward because of the performance of duties as outlined in this Article.

## ARTICLE IX

### **EMPLOYEE UTILIZATION**

Section 1: The Employer agrees that employees will be utilized to the fullest extent practicable in accordance with existing laws and regulations. This provision does not relieve any employee from keeping his immediate work area clean, neat, and orderly.

Section 2: The Union agrees through the steward system to encourage employees to put forth their best effort whereby the fund in which they are employed can provide the maximum service possible. Employees will be alert to avoiding idleness except during authorized rest and lunch periods.

Section 3: The Employer agrees to inform the Union of any proposed changes in the organizational structure of a unit which may adversely affect employees in the Unit.



## ARTICLE X

### **HOURS OF WORK**

Section 1: The administrative workweek will consist of seven consecutive days extending from 0001 Sunday through 2400 hours the following Saturday. The basic workweek shall vary according to employment categories. The occurrence of a holiday shall not affect the designation of the basic workweek.

Section 2: The regularly scheduled workweek for full-time employees in the Unit shall consist of 35 to 40 hours. When an employee fails to report to work for a scheduled tour of duty, requiring management to call in a substitute employee, with the exception of those on intermittent appointments, that employee will not be required to work less than 2 hours. Regular full-time employees will not be scheduled to work less than 35 hours per week. When work schedules are adjusted, consideration will first be given to revising up to or toward 40 hours per week the schedule of regular full-time employees.

Section 3: The employer agrees that permanent changes in the basic scheduled workweek of employees shall be avoided to the fullest extent possible, but reserves the right to make changes in the days and hours of the basic work-week, provided that no such changes shall be made solely to avoid the payment of overtime. Presently established hours of work and meal periods will remain in full force and effect for those organizational sections for which established until changed in accordance with this agreement. A minimum of one week's notice shall be given to the employee(s) when they are to be assigned to a different tour of duty or to different hours of duty on a regular basis. Frequent changes will be kept to a minimum. Prior to effectuating any change in existing hours of work, the Union will be consulted in good faith. At such time, the Union will be informed of the reason and the need for the change, that is, information upon which the employer would be adversely affected or the cost of the operation substantially increased. Any disagreements arising out of the above consultation session with the Union will be submitted to the installation commander for determination, and if yet unresolved, to the Federal Mediation Conciliation Service.

Section 4: Changes in scheduled or established hours of work and tours of duty shall normally be announced in writing 1 week in advance and shall be clearly posted on all official bulletin boards in the affected areas. Every effort will be made to schedule such changes as far in advance as possible. Exceptions to these requirements may be made by the Employer in unusual circumstances, but such exceptions will not be made for the sole purpose of avoiding or creating the necessity for payment of overtime, night differential, Sunday differential, or holiday pay. Frequent change, particularly from day to night work, should be kept to a minimum.

Section 5: Employees shall be entitled to a short rest period, not exceeding 15 minutes during each 4 hours of continuous work. Rest periods will not be authorized as a continuing part of a meal period. Employees stationed at one-man stations will be permitted to have refreshments at their duty stations in lieu of short rest periods. However, the time and occasion that such refreshment is taken will be in good taste with respect to the position held.

Section 6: Non-paid meal periods should be from 30 minutes to 1 hour duration. The non-paid meal period is the employee's own time and shall not be interfered with nor shall he be prevented from leaving his work area. On-the-job meal periods will be authorized only when conditions of the job do not allow a normal meal period to be taken. In such case, employees will be authorized a 20 minute on-the-job meal period during a designated period, in which they may have their meal. Such meal periods shall be considered as time worked and must be taken on or near the employee's work station. No employee will be required to work more than 6 consecutive hours without a meal period.

Section 7: If the need arises to reassign or rotate employees from one shift to another, such reassignment or rotation shall be made on a fair and equitable basis.

Section 8: Each organizational element will determine and allow, as required by the nature of the job, a reasonable amount of time, normally not to exceed 15 minutes, for employees to clean up prior to the lunch period and at the end of the workday. Incidental duties that are directly connected with the performance of the job, i.e., replacing unit tools or materials, undergoing inspections, donning or removing prescribed work uniforms, etc., are considered part of the job requirements within the established tours of duty. If such incidental duties cannot be performed within the prescribed tour of duty, overtime not exceeding 30 minutes may be authorized in accordance with prescribed overtime procedures.

Section 9: Whenever possible, the 2 days off outside the basic workweek will be consecutive unless otherwise requested by an employee and approved by management. Where uncommon tours of duty are in effect, the scheduling of rest days will be accomplished on a volunteer basis so far as possible. Where two or more persons wish to have the same rest day and position skills are not a determining factor, assignment will be made on a fair and equitable basis.

Section 10: Employees in the same job skills and grade levels of the same fund activity may exchange days off and shift assignments, providing valid reasons are given to the supervisor. Such exchanges will not exceed a period of 2 consecutive workweeks. If a need arises that will cause the employee to require a change in his tour of duty, every effort will be taken by the supervisor to effect such a change commensurate with the employee's needs. In no event will approval of an exchange be granted if overtime will result therefrom. Upon approval of the exchange and mutual consent by the employees, each employee involved will be responsible for reporting at the proper time to the shift to which being exchanged.

Section 11: Under justifiable circumstances, infrequent and occasional unavoidable tardiness

of less than one hour upon reporting for work may be excused. An employee who is tardy may be charged AWOL in increments of 1 hour or such charge may be changed to annual leave, sick leave, or LWOP, as justified. In no event will an employee be required to work during the period for which approved leave is charged. Tardiness which has been excused or charge to annual, sick, or LWOP will not be a basis for disciplinary action.

## ARTICLE XI

### OVERTIME

Section 1: Overtime is defined as approved hours of work performed in excess of 40 hours within any given administrative workweek or eight hours within any one day. Pay for overtime will be at the rate prescribed by applicable laws and regulations. An employee will not be placed in a non-pay status for the sole purpose of recouping funds expended for payment of overtime.

Section 2: The Employer shall determine the number of employees required for overtime work and shall assign employees accordingly. When making overtime arrangements, first consideration shall be given those employees regularly and currently assigned to the job. If fewer employees are needed than are regularly or currently assigned to the job, selection for the assignment shall be based on the availability of the employees and the fair and equitable distribution of overtime within that group of employees. If more employees than those regularly or currently assigned to the job are needed because of the number or availability of the employees, second consideration for selection for the assignment will be given to those employees in the same fund qualified to do the job and based on a fair and equitable distribution of the overtime within the fund.

Section 3: Upon receipt of a timely and valid request, an employee may be excused from a planned overtime assignment provided another employee in the fund affected, in the same job category and possessing the required skills, is available for the assignment. An employee required to work overtime due to the unexpected absence of another employee on the shift immediately following his will be relieved as soon as possible, provided a substitute can be obtained to perform the work required.

Section 4: Employees called back for overtime work will be provided overtime work or pay for at least two hours after arrival for duty.

Section 5: In case of disputes regarding the equity and fairness of overtime distribution, the Employer will provide pertinent information concerning overtime worked to the parties to the dispute. It is agreed that records of overtime worked will be maintained by the Employer and shall be disposed of in accordance with applicable regulations governing records disposition.

Section 6: Employees assigned to overtime work will be given as much advance notice as possible. Notification for planned overtime work on Saturday and Sunday shall be made no later than noon Thursday unless circumstances beyond the NAFI Manager's control prevent such notice. In this latter event, the employee will be informed of the reason for lack of advance notice.

Section 7: Compensatory time off will be authorized employees in the Units in accordance with applicable rules and regulations.

## ARTICLE XII

### **PAY PROVISIONS**

Section 1: The NAF activities will use the salary schedules as established by governing laws and regulations.

Section 2: The minimum wage provisions of the Fair Labor Standards Act, as amended, apply to appropriate employees.

Section 3: The effective date of any pay adjustment resulting from a wage survey will be no later than the first day of the first pay period which begins after the 45th day, excluding Saturdays and Sundays, following the date on which the NAF wage survey is order by higher authority.

Section 4: A within-grade increase becomes effective on the first day of the first pay period after the employee is entitled to the increase in accordance with existing directives.

Section 5: All employees shall be eligible for advancement to the next higher step, unless they are in the highest step, in accordance with applicable regulations.

Section 6: The Employer agrees to furnish at no cost to the employee all uniforms required by regulations which the Employer requires the employees to wear in the performance of their duty.

## ARTICLE XIII

### **HOLIDAYS**

Section 1: All employees (both regular and temporary), except intermittent employees and those employees who are required to remain on duty, shall be excused without charge to leave on the now established legal holidays, and any other full or fractional day which may be designated as a holiday by Federal statute or Executive Order.

Section 2: Eligible employees will be allowed to observe legal holidays in accordance with appropriate regulations.

Section 3: Eligible employees who are entitled to holiday premium pay and work on a holiday are entitled to their rate of basic pay plus premium pay at a rate equal to their rate of basic pay for that holiday work which is not in excess of 8 hours. Work performed in excess of 8 hours will be compensated at the regular overtime rate.

Section 4: Employees will be paid for a holiday when:

- a. Their holiday falls in a period of non-pay status.
- b. Their type of appointment precludes holiday pay.

## ARTICLE XIV

### **SICK LEAVE**

Section 1: Sick leave, if available, shall be granted regular employees when incapacitated for performance of duties by sickness, injury, quarantine, or illness resulting from immunizations or vaccinations (whether or not required as a condition of employment); or for medical, dental, or optical examination or treatment, including periodic physical examinations for retention of status in a Reserve component of the Armed Forces of National or State Guard; or when a member of an employee's immediate family is afflicted with a contagious disease and requires the care and attendance of the employee, or when, through exposure to a contagious disease, the presence of work of the employee would endanger the health of others.

Section 2: Leave for prearranged medical, dental or optical examinations or treatments must be requested as soon after the appointment is made as possible. Employees should secure such appointments outside their scheduled duty hours when possible.

Section 3: In requesting leave under the provisions of this article, the employee shall notify his immediate supervisor or a person designated by the immediate supervisor of his incapacitation for duty as soon as possible after the start of the employee's work tour but normally not more than two hours after the work tour begins and when he expects to return to duty. If telephone facilities are not available, mail channels should be used on the first day of the requested sick leave. In unusual circumstances or emergency situations, the above procedures would not apply. Unless a supervisor hears from the employee within 2 hours, AWOL charges will be recorded on the time and attendance card. If circumstances exist or subsequently reveal that the employee was not negligent, AWOL charges will be deleted and employee, with his consent, will be charged sick leave.

Section 4: Sick leave of more than 3 consecutive workdays should be supported by a medical certificate unless the employee was not attended by a physician. The certificate must cover all absence beyond the third workday and show that the employee was incapacitated for duty for the entire period covered by the certificate. In cases of extended illness, medical certificates may be required periodically if necessary to establish the employee's continued incapacity to return to duty. If the employee is out sick more than three consecutive workdays, and not attended by a physician, the employee's personal statement with sufficient evidence as to the nature of the illness and what he was incapacitated for duty for the period exceeding the first three workdays will be accepted in lieu of a doctor's certificate. Sick leave due to exposure to contagious disease or illness of a member of the immediate family with a contagious disease must be supported by a medical certificate regardless of the length of absence. If the supervisor has reason to believe that an employee is abusing his sick leave privileges, the employee will be specifically advised by the supervisor that he has a questionable sick leave record and why he is suspected of abusing sick leave. He will also be advised that if his record does not improve, a medical certificate may be required for each future absence on sick leave.

If this does not bring about an improvement in his sick leave record, the employee will be notified in writing that all future requests for sick leave must be supported by a medical certification.

Section 5: When employees are required to furnish a medical certificate for each sick leave period, the supervisor will review the employee's sick leave record for each subsequent six month period from the date the supervisor informed the employee to provide a medical certificate. If no abuse has been committed by the employee during this period the requirement for this medical certificate will be discontinued. When the supervisor determines that the restriction is no longer necessary, the employee shall be notified in writing.

Section 6: It is further agreed that notice of questionable sick leave record shall not be based on sick leave absences which have been supported by a certificate signed by a physician or recognized practitioner, or for the day the employee has been sent home sick by the supervisor.

Section 7: Ordinarily a medical certificate will not be required for absences of three days or less, unless a pattern of sick leave abuse is in evidence. An employee who is absent frequently for short periods of illness may be advised to visit a physician for a physical checkup.

Section 8: An employee returning from sick leave, substantiated by a statement from his personal physician will not be routinely required to be examined by a federal Medical Officer unless his absence was due to contagious or infectious disease, major surgery, and coronary illness, or as required by applicable regulations.

Section 9: A recommendation by an employee's personal physician that the returning employee be assigned to light duty for a reasonable period will normally be honored. The supervisor will every reasonable effort to provide limited duty for periods up to 90 days to reduce the loss of accumulated sick leave of an employee when it is determined by his personal physician and/or Base Medical Authorities that he may be released for such duties. The employer will make such temporary adjustments in duties only if it will not impose an undue burden on other employees.

Section 10: Requests for advance sick leave for up to 30 days may be granted in accordance with applicable regulations.



## ARTICLE XV

### ANNUAL LEAVE

Section 1: Only regular category employees shall be entitled to leave. Leave will be computed on the basis of length of service and percentage of hours worked per pay period.

Section 2: Leave will be credited but will not be available for use until an employee has completed 90 days of continuous service in a regular appointment.

Section 3: The maximum amount of leave which may be carried forward from one leave year to another is 240 hours (overseas returnees, 360 hours). Any leave to the employee's credit at the end of each leave year which exceeds the maximum shall be forfeited. Employees shall be afforded an opportunity to use all leave before the end of the leave year that he would otherwise forfeit because of the restriction on the amount of leave that may be carried forward from one leave year to another leave year. Leave which has been scheduled and approved will not later be denied if it will cause an employee to forfeit leave provided such leave has been scheduled three months prior to the end of the leave year.

Section 4: All leave which an employee has earned during the waiting period becomes available for use on the day following completion of the waiting period. Thereafter, leave is available as it is earned. Leave which is credited to an employee's account upon completion of a refund of a lump sum leave payment is immediately available for use.

Section 5: Leave requested in advance shall be approved subject to workload requirements. When unforeseen circumstances prevent requesting the leave in advance, the employee will request leave as soon as possible, and normally not later than two hours after the beginning of the shift on the first day of absence. The employee will be expected to provide the supervisor with a valid reason for such absence. If the supervisor denies the leave, the employee will be furnished reasons for such denial and be required to report for duty within a period of time that the employee normally would need to report for work from his home. Leave for absence on a subsequent day or days must also be requested under the provisions of this Section, unless leave for the day was specifically requested and approved in the earlier request.

Section 6: It is agreed that the employee may request the reconsideration of the Branch Manager of any request for leave disapproved by the subordinate supervisors. The employee may request his steward to accompany him if he so desires.

Section 7: The employer will establish tentative annual leave plans that will schedule employees' desire for vacation leave during that leave year. Each leave plan will be established prior to 31 January of each year. For the purpose of this provision, vacation leave is understood to mean any period of five or more consecutive days. If a conflict arises between two or more employees in the same fund activity where such employees cannot be scheduled for the same vacation period because of workload requirements, the supervisor and the employees concerned

will resolve the matter on a fair and equitable basis. Supervisors of employees who accrue leave over the maximum amount of leave that can be carried over each leave year, will be jointly responsible for scheduling their annual leave to avoid forfeiture. Once such vacation leave has been scheduled, the employee concerned may request a change in the schedule provided that the choice of another employee is not thus changed.

Section 8: Upon termination, all employees will receive payment for unused annual leave up to 240 hours or their maximum authorized accumulation except those employees terminating during the first 90 days of employment.

Section 9: Employees shall be granted time off to observe religious holy days of their faith if their absence will not hamper activity operations. Such time off will be charged to annual leave or leave without pay.

Section 10: In the event of death in the immediate family, an employee will be granted annual leave, if accrued, or leave without pay if the employee does not have accrued annual leave.

## ARTICLE XVI

### **OTHER LEAVE**

Section 1: Eligible employee will be granted leave without pay in accordance with appropriate regulations.

Section 2: When such leave is disapproved, the employee may present a request for reconsideration to the next higher level of supervision.

Section 3: Provided the employee returns to duty the day following the approved period of leave without pay, the employer agrees to restore him to the same or a similar position at the pay rate, status, and entitlements held at the time of entry into such absence as altered by any reorganization or reduction in force which may have occurred during his absence.

Section 4: All eligible employees are authorized to be absent from work for jury duty or to serve as a witness when judicial notification, i.e., court order, subpoena or summons, has been presented to the supervisor. Jury duty or witness service may be performed in a municipal, state, Federal or District of Columbia court. Eligible employee will receive either regular NAFI pay or retain court fees, whichever is greater. If court fees are the lesser of the two, the employee will turn the fee in to the NAFI excluding transportation fees.

Section 5: When an employee is subpoenaed for jury or court service, he will promptly notify his supervisor so arrangements can be made for his absence from duty.

Section 6: If an employee serving as a juror is excused or released by the Court, he will immediately inform his supervisor and will be expected to return to duty unless this would be impractical. In determining whether the employee will be required to return to duty, the supervisor considers the amount of time remaining in the workday, any special need for the employee's services, the distance involved, and the type of transportation available. Any employee may not be expected to return to work if less than two hours of the workday remain. If the employee fails to return to duty as directed, he is charged absence without approved leave (AWOL) for the excess-time involved.

Section 7: Eligible employees will be given time off to vote in National, State, and local municipal elections or referendums without charge to leave for the amount of time necessary to permit him to report to work 3 hours after the polls open or to leave work three hours before the polls close, whichever is the least amount of time.

Section 8: Regular and Temporary employees who volunteer as blood donors will be excused from duty without charge to leave. If accepted, the employee will be excused for the time required to donate blood plus four hours of recuperation. Additional time will be authorized if necessary to recuperate. This type leave must be taken on the date the blood is donated.

Section 9: When an employee is required by the employer to take a medical examination or to obtain chest x-rays or similar medical services administered as part of the health program at the activity, he will be considered in a duty status during the time necessary to obtain the examination or treatment.

## ARTICLE XVII

### **DISCIPLINE**

Section 1: Any disciplinary action taken must be based on good cause, be consistent with laws and regulations governing such actions, and be fair and equitable, and must be for such cause as will promote the efficiency of the NAFI. The taking of a formal disciplinary action; namely, suspension of less than 30 days requires a notice of proposed action specifying the change and proposed penalty and a right to reply orally or in writing, reprimands solely consist of a letter of decision to reprimand.

Section 2: An extension of time for reply may be granted for valid reasons if requested in writing by an employee or his designated representative. The employee will be allowed 8 hours of official time within this response period, if he is otherwise in an active duty status, to prepare and submit his answer.

Section 3: Any disciplinary action requiring a written notice of proposed action will require a written notice of final decision.

Section 4: In recognition of the Union's right of representation as provided by E. O. 11491 as amended, the Federal Personnel Manual and applicable Air Force regulations, the Employer agrees to notify the Union when formal hearing is scheduled in connection with an employee dissatisfaction resulting from an adverse action in order that the Union will have an opportunity to have a Union observer present.

Section 5: The Employer and the Union recognize that neither the Employer nor any management official shall be placed in a position of acting as a collection agent, or of determining the validity of contested debts. It is further recognized that an employee's failure, without good reason, to honor debts be acknowledges to be valid, or whose validity is supported by a court judgement, or to make and adhere to reasonable arrangements for settlement of debts, is cause for disciplinary action.

Section 6: Nothing in this Article or Agreement shall preclude any employee from exercising his rights to present a grievance or appeal as provided by law, Executive Order, rule, regulation, or Air Force policy.

Section 7: If the supervisor has reasons to exercise a form of disciplinary action that will result in an admonishment or counseling on a matter that may be sensitive to the employee involved, it will be administered in good taste commensurate with the work environment and affording as much privacy as possible.

## ARTICLE XVIII

### **PROMOTIONS AND DETAILS**

Section 1: The Employer and the Union agree that selections for positions to be filled through promotion are to be from among the best qualified eligible applicants upon the basis of merit and ability. The parties recognize that merit principles and action taken without discrimination are in the best interest of employees and the Employer.

Section 2: It is agreed that the Employer will utilize to the maximum extent possible the skills and talents of its employees. The Union and the Employer recognize that it is in the public interest that all vacancies to be staffed by promotion be filled from among the best qualified eligible applicants referred on the basis of merit and fitness in accordance with applicable laws, rules, and regulations. First consideration for appropriate vacancies will be given to qualified eligible candidates within the Units.

Section 3: The Employer and Union agree to refrain from interfering, restraining, or coercing any employee in exercising his right to receive consideration for a promotion opportunity for which he is eligible. In no instance will anyone attempt to persuade or influence a candidate to withdraw from competition, either directly or indirectly.

Section 4: When a new position is established, or a vacancy in an established position occurs, the Employer agrees that every effort will be made to expedite the filling of the position and to assure that positions are not held open pending availability of an individual or in order to provide an individual with a preferential opportunity to apply for or be selected for the position.

Section 5: All Regular Category vacancies will be announced in writing for a period of 5 calendar days specifying the job requirements and the minimum qualifications required for the position. The Employer agrees to assure that job requirements or qualifications for positions are not written in a manner designed to give advantage to a particular person. Vacancy announcements will be posted on all official bulletin boards for a period of 5 calendar days. An official copy of promotion announcements will be submitted to the Unit Vice President.

Section 6: The Union will be notified when the Area of Consideration is expanded to outside sources. Supervisors will inform all employees referred but not selected of their non-selection. The reason for non-selection will be furnished to the applicant upon request.

Section 7: Employees will be released within 15 calendar days after notice of selection is provided to the losing supervisor. Losing and gaining supervisors may agree upon an extension of not more than 10 additional days to train a replacement or other emergency needs. Promotions will be effective at the beginning of a new pay period.

Section 8: When employees are assigned duties which are of a higher grade for more than 90 days, but not to exceed 6 months, the employee shall be temporarily promoted. Details of less than 90 days will be made on a fair and equitable basis to afford eligible employees an opportunity to further their experience. When it is known in advance that such assignments will exceed 90 days, the employee will be temporarily promoted in accordance with governing regulations. Details will not be used to avoid other actions such as promotion or reassignment. Details of less than 90 days will be recorded on the employee's AF Form 971.



## ARTICLE XIX

### **REDUCTION IN FORCE**

Section 1: The Employer agrees that in the event of a reduction in force, existing vacancies within the NAFI involved will be utilized to place employees into positions for which they qualify or for which they can be trained in a minimum period of time without disrupting the mission of the activity.

Section 2: The Employer further agrees to notify and discuss with the Union the necessity for reduction in force as soon as possible prior to any such action. The Employer agrees to inform the Union of the affected competitive levels and the number of employees affected as soon as possible after the information has been collected by the CCPO. If an affected employee desires he may furnish a copy of his RIF notice to the Union.

Section 3: All reduction in force actions will be carried out in strict compliance with applicable regulations, and employees will be apprised of all their rights under such regulations. Where an employee reached for separation meets the minimum requirements, the Employer agrees to fully explore the possibility of continued employment of the employee through a change either in category of employment or in another NAFI. Consideration for affected employees will be taken according to RIF procedures set forth in governing regulations. Overall job performance, which is a matter of record prior to the announced RIF, and potential for retraining to a skill needed by the NAFI, will be considered where it is clearly related to the position(s) affected.

Section 4: When a Regular Category employee is separated by reduction in force, the employee will have priority consideration for reinstatement for six months following the date of separation. A list of employees separated by reduction in force will be maintained for monitoring by the CCPO as positions become available. Employees on this list will be given priority consideration for positions within the NAFI from which separated for which they qualify at the grade last held. Reasons for non-selection must be made a matter of record. Consideration will be given to all employees separated by RIF for vacancies occurring in other NAFIs, using applicant supply file procedures.

Section 5: When an employee receives a reduction in force notice, he shall be permitted to review the retention list upon which his name appears, the list of employees who may replace him, and also the list of employees whom he may replace.

## ARTICLE XX

### **POSITION DESCRIPTIONS AND POSITION CLASSIFICATION**

Section 1: Position descriptions will be written based upon the duties and responsibilities assigned to positions. Employees will be afforded the opportunity to discuss their position description or position classification with their immediate supervisor to resolve any question or alleged inequity.

Section 2: Each employee will be furnished a copy of his current official position description and any subsequent changes to the position description by the Civilian Personnel Office through the immediate supervisor.

Section 3: When an employee questions the accuracy of the classification of the position, he will first discuss the problem with his immediate supervisor. If a satisfactory resolution is not reached on the accuracy of the position classification, the supervisor will request an appointment for the employee with the Position Classification Specialist in the CCPO to further discuss the problem. The employee is entitled to a representative of his own choosing. If the employee is still dissatisfied with the classification of the position, the employee may appeal the classification of the position. The employee is entitled to a representative of his own choosing to accompany and assist him once he has decided to present an appeal. The employee's representative will be designated in writing to the Civilian Personnel Office.

Section 4: The Civilian Personnel Office will, upon request by the Union, make available for review, official copies of the position descriptions of the appropriate instrumentality including related Job Grading Standards, and advise the Union on the methods and Job Grading Standards used to classify the position(s).

## ARTICLE XXI

### **EMPLOYEE DEVELOPMENT**

Section 1: The Union may consult with the Employer concerning training programs; however, standards for conducting training and the need for such training will be determined by the Employer.

Section 2: In recognition of the mutual advantage to the Employer and to the employee, the Employer agrees to make a sincere effort to utilize existing employees within the NAFI concerned when training is determined to be necessary for new jobs and/or skills. If training will develop a skill that could lead to promotion opportunities, such opportunities will be advertised within the NAFI and selection will be on a competitive basis.

Section 3: Job training required by the Employer, as distinguished from training for which the employee voluntarily applies, shall be accomplished on the Employer's time.

## ARTICLE XXII

### **HEALTH AND SAFETY**

Section 1: The Employer agrees to the full extent of its authority and within the Employer's capability and budgetary limitations to make every effort to provide a wholesome, safe and healthful working climate for all employees; assure prompt and proper reports of accidents and injuries; create a climate of safety consciousness in all supervisors and employees; insure prompt and complete reporting of on-the-job injuries to the appropriate authorities, so that a fair and equitable settlement can be made. The Union agrees to vigorously support the safety program through encouragement to all employees to conscientiously abide by established safety rules, regulations, directives, etc.; to report to their supervisors any known hazardous condition or procedure for the purpose of making such condition or procedure safe; to immediately report job related injuries or illness to their immediate supervisors.

Section 2: It is agreed that no employee shall be required to operate, repair or perform work on or about moving or operating machines without proper precautions, protective equipment, and safety devices nor shall any employee be required to work in areas where conditions are detrimental to health, as determined by proper medical and safety authorities, without proper protective equipment and safety devices. Protective equipment, such as safety shoes, glasses, etc., as well as safety devices required by the Employer will be furnished by the Employer.

Section 3: Should an Employee claim that a job to which he has been assigned will immediately endanger life or limb, he shall promptly report the circumstances to his immediate supervisor. The immediate supervisor will inspect the job to insure that it is safe before requiring the employee to carry out the work assignment. If the condition is found to be unsafe, the immediate supervisor will report the condition to the NAFI manager for corrective action.

Section 4: Emergency ambulance service and first aid for employees injured on base shall be arranged by the Employer at the nearest medical facility.

Section 5: NAFI supervisors will notify the CCPO, the Ground Safety Officer, and the Unit Vice-President as soon as possible after he learns of a job-related injury sustained by one of his employees.

Section 6: When the Base Medical Officer determines that an employee is physically impaired for duty after reporting to work, immediate supervisor will assist the employee in obtaining transportation to his home or to a physician, if appropriate. If the Employer directs an employee to report to a doctor for determination of fitness for duty, the Base Medical facilities will be used.

Section 7: Employees who have sustained an on-the-job injury shall be provided limited duty as prescribed by a licensed physician when such work is available. When determined appropriate, to insure that an employee is not assigned duties which would aggravate his condition, cause further medical problems, or endanger others, the NAFI manager will refer the employee to base medical facilities for a medical evaluation.

Section 8: Information concerning the benefits of the Workman's Compensation Program versus sick leave usage shall be furnished to eligible employees.

Section 9: All employees shall adhere to sanitary regulations and such other personal hygiene habits and cleanliness as may be prescribed by the NAFI manager.

Section 10: When hazardous conditions cannot be practically eliminated through use of safety equipment devices, etc., the employee will bring this condition to the supervisor's attention. The supervisor, either through his own observation or through notification of one of his employees, will submit a description of the hazardous duty to the CCPO using the prescribed procedures. If the employee or the Union is not satisfied with the CCPO decision on hazardous conditions, the issue will be processed through Article XXVIII.

ARTICLE XXIII

**ORIENTATION IN LABOR-MANAGEMENT RELATIONSHIP**

Section 1: The Employer agrees that during employment processing each new employee hired in the unit shall be informed of the existence of the bargaining unit, his rights under EO 11491 and applicable Air Force regulations. During employee orientation the employee will be apprised of names of stewards that will be of interest to him in his assigned NAFI. Stewards will make arrangements with the immediate supervisors to meet with new employees.

Section 2: NAFI managers shall make a copy of the agreement and any changes thereto available for review by an employee in the unit upon request, within 30 days after approval of this Agreement. The Union will provide copies of this Agreement and appropriate changes to the Unit Vice President who in turn will provide copies to his designated appointed stewards.

Section 3: The Employer agrees to furnish the Union with 75 copies of this agreement. If the Union desires to provide unit employees with additional copies of the approved Agreement, the Union agrees to use the Master Copy, filed with the CCPO and maintained in Camera-Ready condition.

## ARTICLE XXIV

### **DUES WITHHOLDING**

Section 1: The Union agrees to provide SF-1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues," and to furnish them to all eligible members who may desire to authorize an allotment for withholding of dues from their pay. Allotment requests may be submitted at any time.

Section 2: Members return the form to the Union after completion of Section B. The Union accepts the responsibility of informing and educating its members concerning the voluntary program for the allotment of dues, and the uses and availability of SF-1187 and SF-1188, and the conditions for revocation of allotments.

Section 3: The President of the Union hereby agrees to certify on each SF-1187 that the employee is a member in good standing in the Union and is included in the Unit described above. The President of the Union inserts the amount of dues to be withheld per pay period and submits the completed and certified SF-1187 to the Civilian Personnel Officer. The allotment will become effective at the beginning of the first complete pay period after the properly completed and signed form is received by the CCPO.

Section 4: The Union agrees that the amount of an employee's dues allotment will not be changed more than once each year. The Union agrees to give notice of such change to the Personnel Officer at the address listed in Section. 3 above not less than 6 weeks before the effective date of such change.

Section 5: The U Financial Management Branch will prepare a bi-weekly remittance check at the close of each pay period for the total amount allotted for dues for that period, less two cents for each allotment actually made. (The two cents per allotment is set aside at the source to cover a portion of Air Force Administrative costs.) This check will be sent to the following:

AFGE Local 2508  
4227 Bay to Bay Boulevard  
Tampa, Florida 33609

Deductions will not be made for an employee who has been in a non-pay status for the pay cycle.

Section 6: Each remittance check is accompanied by a listing of the names, amounts withheld, and the amount of the fee withheld by the Fiscal Control Officer for providing the withholding services. The list will also include the names of those employees for whom allotments have been permanently or temporarily stopped during that pay period and the reason therefor.

Section 7: An allotment will be terminated when the employee leaves the Unit as a result of resignation, retirement, transfer or other separation, reassignment, promotion (except temporary promotion or detail). In addition, an allotment will be terminated when the Agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DOD.

Section 8: The Union agrees to promptly notify the Civilian Personnel Officer in writing when a member of the Union is suspended or expelled from the Union. Upon receipt of such notice, the Fiscal Control Officer will stop the allotment as of the next complete pay period.

Section 9: In the event the Union loses its certification of its exclusive recognition, allotments will be automatically stopped beginning the first pay period after that suspension or termination.

Section 10: An employee can voluntarily revoke his allotment for the payment of dues at any time by completing SF-1188, "Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues," and submitting it directly to the Civilian Personnel Officer. When the employee cannot or does not desire to use the form, other written notification signed by the employee is acceptable. In any case, revocation is not effective until the start of the first full pay period beginning after 1 March if the revocation is received by the Civilian Personnel Officer on any working day from 2 September to 1 March, inclusive; or at the start of the first full pay period beginning after 1 September if the revocation is received by the Civilian Personnel Officer on any working day 2 March to 1 September, inclusive. It is the employee's responsibility to see that his written revocation is received by the Civilian Personnel Officer on a timely basis, who will notify the Union of the revocation. A carbon copy of the SF 1188 or a copy of the employee's signed statement will be used to notify the Union.



## ARTICLE XXV

### **EQUAL EMPLOYMENT OPPORTUNITY**

Section 1: It is the policy of the Employer and the Union to support an affirmative action and positive equal employment opportunity program.

Section 2: Discrimination on the basis of race, creed, color, sex, marital status, age, religion, or national origin, lawful political affiliation, labor organization membership or physical handicap will not be tolerated. The parties shall cooperate to the fullest extent to assure equal opportunity in employment matters for all employees in the unit.

Section 3: Persons with complaints about discrimination shall utilize the complaint process outlined in appropriate directives, including the provisions for pre-complaint counseling. Persons with complaints, and their designated representatives, if any, will be unimpeded and free from restraint, interference, coercion, or reprisal in the pursuit of satisfactorily resolving the matter. The complainant and his representative, who are Air Force employees and are otherwise in an active duty status, shall be allowed not more than 8 hours of official time to prepare a complaint case, and additional time, if circumstances warrant, to present the case.

## ARTICLE XXVI

### **NEPOTISM**

Section 1: It is understood that the Employer may employ more than one member of a family; however, the Employer agrees to guard against the employment or assignment of husbands, wives, father, mother, son, daughter, mother-in-law, daughter-in-law, brother-in-law, son-in-law, step-father, step-mother, step-son, step-daughter, step-brother, step-sister, half-brother, half-sister, or grandparents, into positions where a supervisory relationship could exist, or favored treatment could ensue, or where the job relationship increases the potentiality of collusion; nor will vacancies be filled based on personal relationship or other types of personal favoritism or patronage. The strict and legal definition will be applied to all of the above terms within the intent of Section 3110, Title 5, U.S. Code.

Section 2: Employees shall not be denied consideration for promotion solely on the basis that such a promotion may place the employee in a position of potential collusion if reassignment of the affected employees would eliminate the potential and is agreed upon by the parties concerned and such consideration is not otherwise in violation of the prohibition on nepotism.

## ARTICLE XXVII

### **GENERAL PROVISIONS**

Section 1: The Employer agrees to provide a reasonable amount of official bulletin board space to the Union for the posting of Union notices and literature. Any material posted will not violate any law, the security of the activity, or contain scurrilous or libelous material. The Union will be responsible for posting and removing approved material in the designated space and for maintaining their assigned space on official bulletin boards.

Section 2: The CCPO agrees to furnish to the Union one copy of all existing and future civilian personnel regulations and changes thereto used in the personnel management of employees assigned to NAFIs and a copy of the Civilian Personnel Digest affecting NAFI employees. The Union will provide the CCPO with one copy of each official newspaper and the Local newsletter furnished to its membership.

Section 3: Facilities of the Employer utilized by NAFIs may be made available to the Union on a space available basis for the purpose of holding meetings for the employees in the Unit. Any additional costs resulting from the use of the facility which must be borne by any of the NAFIs will be billed to the Union on an actual cost basis. The Union agrees to leave the facilities in a clean and sanitary condition. All meetings held will be subject to normal security and safety requirements of the employer.

Section 4: A steward is entitled to privacy, appropriate for the occasion when conducting an authorized discussion with an employee in the Unit.

Section 5: The Employer will allow Union officers and stewards the use of Employer telephones, for local calls only, in the performance of their functions authorized to be accomplished on official duty time in this Agreement or in appropriate laws or regulations. Supervisors will permit stewards to use any available phone that will assure as much privacy that can be afforded in that particular environment.

Section 6: The name, position title, grade, and work area of employees appointed or separated within the unit will be made available for the Union's review on a monthly basis.

Section 7: The Employer shall make every effort to provide parking for employees in the vicinity of their work location.

Section 8: The Employer agrees to make efforts to provide and to maintain sanitary and washroom facilities and the Union agrees to cooperate in keeping such facilities neat and clean.

Section 9: The Employer and the Union agree to encourage employee participation in the NAFI suggestion program.

Section 10: Information concerning eligibility and all benefits available to NAFI employees, such as health and/or life insurance, unemployment compensation, retirement, etc., will be given to each eligible employee upon entrance on duty. Additional information on any such benefit will be provided an individual employee upon request.

Section 11: Upon request, an employee will be authorized to review his own official personnel folder maintained in the CCPO.

Section 12: The Employer and the Union mutually agree that employees in the Unit will be encouraged to participate in approved charity drives; however, in no instance shall the Employer or the Union exercise pressure on any employee to contribute nor will any reprisal action be made against an employee who refrains from contributing. It is agreed that the principle of true voluntary giving to approved fund-raising campaigns shall be upheld. No record shall be kept indicating an employee's participation or non-participation in any fund-raising campaign or savings bond program.

## ARTICLE XXVIII

### **NEGOTIATED GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1: The purpose of this Article is to provide for a mutually acceptable method for the prompt and equitable settlement of grievances. A grievance is defined to be any dispute or complaint between the Employer and the Union or an employee or employees covered by this agreement, which may pertain to any of the following:

- a. Any matter involving the interpretation, application or violation of this Agreement, and
- b. Any matter involving application of agency policies, regulations, and practices not specifically covered by this Agreement. The sole exclusion to this grievance procedure shall be those matters subject to statutory appeal procedures.

Section 2: Both parties recognize that disagreements may arise between them over the application and interpretation of this agreement, and over the application and interpretation of agency regulation not specifically covered by this Agreement. It is therefore agreed that in such circumstances, either party may file a complaint with the other. Such complaints will be in writing and must be received by the Employer or the Union within 15 days of the occurrence causing the complaint. The party complained against will make every effort to determine the necessary facts and will provide the complaining party with a written offer of resolution within ten days after receipt of the complaint. The complaining party must respond to the offer of resolution in writing within five days indicating either acceptance of the offered resolution or intent to proceed with the arbitration process as provided under Section 5, Step 3, b, c, d, and e of this article.

Section 3: Notwithstanding the provisions of the grievance procedure in this agreement, if an employee or group of employees wish to present grievances on matters arising under the Agreement, without intervention of the Union representative, they will be permitted to present such grievances to agency management and have them adjusted as long as the adjustment is not inconsistent with the terms of the Agreement and the Union representative is given the opportunity to be present and give his views at the time of adjustment. No special procedure is established for presentations of this type.

Section 4: The following general standards and principles will be adhered to by the employees, by Management and the Union.

- a. Grievances under the negotiated procedure may be initiated by employees either singly or jointly, or they may be presented by the Union.

b. Employees, employee representatives, and all other persons involved in the presentation of a grievance will be free from restraint, interference, coercion, discrimination, or reprisal.

c. If any employee elects representation, such a representative must be provided by or approved by the Union. Employees may have a personal representative present in making an initial presentation to the first level supervisor.

d. Employees and employee representatives will be given a reasonable amount of official time without loss of pay or charge to leave for the purpose of presenting the grievance at each of the steps in the procedure. An employee will be allowed up to eight hours without charge to leave to prepare for hearing or inquiry. The Union representative, if an employee of the base, will also be given a reasonable amount of time not to exceed that granted to the employee being represented, if otherwise in a pay and duty status.

e. Employees who are made available as witnesses at any step will not suffer loss of pay or charge to leave while they are serving in that capacity. Grievances will be processed during regular working hours to the maximum extent possible.

f. All grievance decisions will be made as promptly as possible at each level of consideration described herein, will be in writing at all levels above the first supervisory level, and will include a statement of the basis for the decision. Unless mutual agreement is reached for extending time limits for responding to a grievance, failure to respond within the time limits set forth may be considered an unfavorable decision to the employee and appealed to the next step. All time limits herein may be extended by mutual agreement of the Union and the Employer.

g. A grievance file will be maintained for each case that goes beyond Step 1. The file will contain:

- (1) The specific nature of the grievance.
- (2) The summary of transcript of discussions or proceedings, at each step.
- (3) Findings, or findings and recommendations, at each step.
- (4) Documentary evidence considered in resolving the grievance.
- (5) The written decision rendered at each step.

A copy of the file will be forwarded to CCPO at the completion of each step in the process or when an employee does not appeal a prior decision within established time limits. The completed original case file will be forwarded to the CCPO for filing at the completion of Step 3 or alternate Step 3.

h. Employees covered by this Agreement will be given a copy of this Article. Additionally, employees will be informed by supervisors of their rights to and of the procedures to be followed in presenting grievances under this Agreement.

i. Disputes that cannot be resolved by the parties as to whether or not a grievance concerns a matter subject to the grievance procedure in this agreement may be referred for decision to the Assistant Secretary of Labor for Labor-Management Relations.

j. When a group of employees has an identical grievance, it will be considered as an individual complaint of one employee. Any one employee of the group, if he is not satisfied with the decision, has the full right to appeal the decision to succeeding steps as provided in this Article. If the decision is favorable, the benefits of the decision will be applied to all employees affected by the decision.

k. An employee or his representative may terminate the grievance at any time prior to the arbitral hearing, by giving written notice to the CCPO. The Employer may terminate a grievance for the employee's failure to provide requested information at his disposal relating to the grievance. Grievances thus terminated will not be reopened.

Section 5: Grievances will be processed in accordance with the following steps:

Step 1: A grievance, to be pursued under this negotiated procedure, must be presented by an employee to his immediate supervisor. The presentation may be oral or in writing and must be presented within fifteen days after receipt of the notice of the action, or occurrence of the incident with which he is dissatisfied. In unusual circumstances and when conditions warrant, time limits for presentation or appeal may be waived at the option of the Civilian Personnel Officer. The immediate supervisor will discuss the matter with the employee and anyone else considered by the supervisor to have information pertinent to the resolution. The supervisor will advise the aggrieved employee of his decision within five working days from the date the grievance was first presented. If the grievance was presented orally, the decision will be oral. If the grievance was presented in writing, the decision will be in writing.

Step 2: If an employee is not satisfied with the decision of his immediate supervisor and desires to further pursue the matter, he must:

a. Reduce the grievance to writing. The written grievance will be submitted, within seven days from the receipt of "the decision of the immediate supervisor, to the Chief, Morale, Welfare, and Recreation Division, or Commander 56th Services Squadron, as appropriate. The employee may select the Union or a representative of his or her choice to represent him or her provided the Union has been given opportunity to be present at the adjustment, to give his views. As a minimum, the written grievance will contain:

(1) The grievant's name, address, duty assignment, work and home telephone numbers, if any

(2) The specific and detailed nature of the grievance.

(3) Explain the efforts made to resolve the grievance informally and the corrective action desired.

(4) The name, address, and telephone number of the representative that will represent the employee.

b. Within five days after receipt of the written grievance, the appropriate operating official will meet with the aggrieved employee, his designated representative, and others as deemed appropriate by the appropriate official, to discuss the grievance. A decision will be furnished the employee and his designated representative within five work days from the date of the discussion.

Step 3: If the Grievance cannot be resolved to the employee's satisfaction at Step 2, the aggrieved employee, or the Union acting on his behalf, with or without the employee's consent, may make a request in writing to the Base Commander, Attention: CCPO, that the grievance be submitted to binding arbitration. This request must be submitted within seven days of receipt of the Step 2 decision, and must include the approval of the Union to invoke binding arbitration.

a. If the Union withholds consent to use arbitration, the aggrieved employee may request further processing of his grievance under the provisions of alternate Step 3, below, or he may request that the established case file be referred directly to the Commander for review and final decision.

b. Within seven days after notification by the employee or the Union that the services of an arbitrator are desired, and if the parties cannot agree upon a person to serve as arbitrator, the activity and the Union will jointly request, in writing, the Federal Mediation and Conciliation Service to submit a list of five impartial persons qualified to act as arbitrator. Upon receipt of the list, representatives of the Union and the activity shall meet within five work days and attempt to agree upon an impartial arbitrator selected from the list submitted. Failing to agree, each party shall strike one name in turn from the list; the name remaining after each has struck two shall be the nominee.

c. The fee and expense of the arbitrator shall be borne equally by the activity and the Union and regulatory limits of arbitrator's fees and expenses will be honored. The arbitration hearing shall be held on Base facilities during working hours. The order of proceedings will be as determined by the arbitrator.



d. The arbitrator will be requested by the parties to render his decision as quickly as possible, but in any event, no later than thirty calendar days after the conclusion of the hearings unless both parties otherwise agree. Copies of the binding decision will be furnished the employer, the employee and the Union. Either party may file exceptions to the arbitrator's award in accordance with EO 11491, as amended.

Alternate Step 3: This step may only be used if the Union withholds consent to request binding arbitration. Within five working days from receipt of a request to invoke this step of the grievance procedure, the Civilian Personnel Officer will furnish the employee a list of three persons qualified and available to conduct an impartial inquiry into the grievance. The persons listed by the CCPO will not be (1) members of the CCPO; (2) officially involved in the matter at issue; (3) or under the jurisdiction of the operating official making the decision in Step 2. Persons listed must have abilities to investigate facts, weigh and analyze evidence, objectively arrive at findings, and prepare the necessary case report for the Commander's consideration. The employee must select one name within five work days and advise the CCPO. Failure to make such selection within the time limits specified will have the effect of terminating the grievance. Within fifteen work days after selection and appointment, the person selected will meet with the employee, his representative and operating officials and employee witnesses. He will report his findings of fact to the Commander within 30 calendar days of his appointment.

Section 6: Within ten work days of receipt of the findings of fact under Alternate Step 3, the Commander will render a decision to the employee with copies to the employee's Union representative. The Commander's decision is final and no request for further administrative review will be entertained.

ARTICLE XXIX

**SEVERABILITY**

Where the renegotiation of this Agreement is pending or in process, and the parties are unable to complete such renegotiation by the termination date of the Agreement as the result of pending third- party proceedings involving a negotiability dispute, a negotiation impasse, or a question of representation involving employees in the Unit, payroll withholding of the dues of members of the Union shall be continued until resolution of the dispute or issue.

## ARTICLE XXX

### **DURATION OF AGREEMENT**

Section 1: The effective date of this agreement shall be the date of approval of this agreement by Headquarters Tactical Air Command in accordance with the provisions of EO 11491, as amended. This agreement will remain in full force and effect for three years from date of execution by the Parties. Unless either party gives written notice to the other party during the period 90 and 60 days prior to the end of the three year period of the party's desire to terminate or modify this agreement, it will automatically be renewed for an additional three years.

Section 2: Either party may request a negotiating meeting to consider changes in this agreement at the end of each year of its duration. In the event such a meeting is requested by either party, both parties shall have the right to submit proposals for changes to be considered. These changes will be limited to not more than three articles contained in this agreement in addition to those required due to changes in applicable laws, rules and regulations of higher authority which could affect employees in the bargaining Units. A request for such a negotiating meeting will be provided in writing to include details of the proposed changes desired. Negotiations on proposed changes will begin within thirty (30) calendar days after receipt of such notice. If, for good and sufficient cause, either party requests an extension of time, that extension shall not exceed fifteen (15) calendar days. No changes will be considered other than those directly related to the requested change. Agreement to changes shall be evidenced by a written supplement to this agreement duly executed by both parties and approved by Headquarters TAC.

Section 3: In the event a challenge to the Union is filed prior to the terminal date of this agreement, the parties to this agreement agree to extend this agreement for such a period beyond the termination of the agreement during which the challenge remains unresolved, and for a 90-day renegotiating period following the date of receipt of notice by the activity of final disposition of the challenge, providing such disposition is in favor of the Union as defined herein.

ARTICLE XXXI

**AUTHENTICATION**

In witness whereof, the Parties hereto have caused this Memorandum of Agreement to be executed this 27th day of December 1976.

FOR THE EMPLOYER:

FOR THE UNION:

Commander, 56th Combat Support Group

AFGE Local 2508

APPROVED: No exceptions to regulations are intended or included.

SIGNED: \_\_\_\_\_ DATE \_\_\_\_\_  
Director of Civilian Personnel  
HQ Tactical Air Command