

**Non-appropriated Fund Employee  
Collective Bargaining Agreement**

*Between*

**75th Force Support Squadron**

*and*

**Local 1592 American Federation of  
Government Employees**



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## **Preamble**

Pursuant to the provisions set forth in Title VII of the Civil Service Reform Act of 1978, and subject to existing laws and regulations of appropriate authorities, the following articles constitute an agreement by and between the 75th Force Support Squadron at Hill Air Force Base (HAFB), Utah 84056, a Non-appropriated Fund Activity (NAF) and an instrumentality of the United States Government, hereinafter referred to as “the Employer,” and Local 1592, American Federation of Government Employees, hereinafter referred to as “the Union.”

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

Whereas it is the intent and purpose of the parties to promote and improve the efficient administration of the federal service and the well-being of employees within the meaning of Title VII of the Civil Service Reform Act of 1978, and to establish a basic understanding relative to NAF personnel policy, practices, procedures, and matters affecting working conditions within the jurisdiction of the Commander, HAFB UT and to provide means for amicable discussion and adjustment of matters of mutual interest.

References to day throughout this agreement refer to calendar days, whether stated as “days” or “calendar days,” unless specifically referred to as “work days”.

Therefore, the parties agree as follows:

## **Article 1**

### **General Provisions, Unit Determination and Obligations of the Parties**

1. The Union has no obligation to represent nonunion members for:
  - a. EEO complaints
  - b. Proposed disciplinary actions
  - c. Workers compensation appeals
  - d. Unemployment hearings
  - e. Classification appeals
  - f. Any other situations where statutory appeals are available
2. The Employer recognizes the Union as the exclusive representative of all regular category NAF employees that fall under the bargaining unit (as defined in para 4, below).
3. The parties agree to abide by the provisions set forth in this Collective Bargaining Agreement (CBA). The parties will not change the conditions set forth in the CBA except by the methods provided herein.
4. This CBA is applicable to regular category NAF members of AFGE Local 1592 of the 75th Force Support Squadron at Hill AFB UT. Excluded are: NAF employees employed by the Army and Air Force Exchange Service; all supervisors, management officials, employees engaged in civilian personnel work other than in a purely clerical capacity; and all flexible category and temporary employees.
5. In the administration of all matters covered by this CBA and any supplement, officials and employees are governed by existing or future laws, executive orders and regulations of appropriate authorities.
6. The parties to this CBA have a duty to bargain collectively on the conditions of employment affecting employees in the bargaining unit. The parties agree to meet at reasonable times to consult and bargain in a good-faith effort to reach agreement on personnel policies, practices and matters affecting working conditions. The duty to bargain shall not extend to matters: Relating to prohibited political activities; relating to the classification of any position; or provided for by federal statute.
7. In the spirit of partnership, the parties agree to meet to discuss problems, exchange views and negotiate to find mutually satisfactory solutions not covered by this CBA.
8. Upon Union request, the Employer shall provide to the Union a copy of its policies and regulations, including changes to its policies, instructions and regulations.
9. The parties agree that before the Employer initiates changes to any conditions of employment, the following procedures will be followed unless altered by mutual consent:

a. The Employer will forward changes to agency policy or change of work practice in writing to the Union. The Employer's notification will describe the proposed change, the reasons for the change and the planned implementation date.

b. Within seven calendar days of receipt of the proposal, the Union must notify the Employer in writing of any desire to consult and negotiate with the Employer. When the Union requests negotiations under this Article, such requests will be accompanied by written proposals. If no response is received within the seven calendar day period, the Employer may institute the proposed changes and no further obligation to consult and negotiate exists.

c. Time limits may be extended by mutual agreement.

## **Article 2**

### **Duration of Agreement**

1. The CBA shall become effective upon approval of the Defense Civilian Personnel Management Service and the AFGE Council.
2. The CBA shall remain in effect for 36 months from the date of execution by the parties.
3. This agreement shall be automatically renewed for equivalent three-year periods, subject to applicable law and regulation, unless either party gives written notice to the other party of its intention to change this agreement. Such notice must be given and received not more than 120 nor less than 90 calendar days prior to the expiration date of this agreement.
4. Parties can negotiate Memorandums of Agreements (MOAs) during the term of this agreement.

### **Article 3**

## **Rights and Obligations of the Employee**

1. Each bargaining unit employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity freely and without fear of penalty or reprisal. Each employee shall be protected in the exercise of such right.
2. Each bargaining unit employee may file a grievance concerning conditions of employment subject to the control of the Employer under Article 13 of this CBA.
3. Each bargaining unit employee has the right to fair and equal representation by the Union, regardless of dues-paying status. The parties agree; however, that the Union has no duty to represent bargaining unit employees not paying dues in situations where statutory appeals procedures are available.
4. Upon request, employees or their personally authorized representative (in writing) will be permitted to review and given a copy of any documents placed in their own Supervisor's Work Folder (AF Form 971). Any other access to the Supervisor's Work Folder is limited to persons having an official need to know.
5. Employees are responsible for reporting all injuries or occupational illnesses which result from performance of duties or occur on the job to the supervisor. The supervisor and/or designated program coordinator located in the local NAF Human Resource office will provide information and counseling.

## **Article 4**

### **Rights and Obligations of the Employer**

1. Management officials of the Employer retain the right, in accordance with applicable law:

a. To determine the mission, budget, organization, number of employees, and internal security practices of the agency.

b. In accordance with applicable laws:

(1) To hire, assign, direct, layoff, and retain employees in the agency, or suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(2) To assign work, make determinations with respect to contracting out and determine personnel by which agency operation shall be conducted;

(3) With respect to filling positions, to make selections for appointments from:

a. Among properly ranked and certified candidates for promotion.

b. From any other appropriate source.

(4) To take whatever action may be necessary to carry out the agency mission during emergencies.

2. Hours of Work. The Employer guarantees regular employees 25 hours per week. Flexible category employees are guaranteed zero (0) hours per week. The employer will ensure flexible employees' hours are reduced before regular employees' hours are reduced when the employees have the same pay plan series and grade. Likewise, if additional scheduled hours are available, they will first be offered to regular employees, in the same pay plan, series and grade.

## **Article 5**

### **Union Responsibility and Representation**

1. The local union president will furnish the NAF Personnel Office a listing of authorized/designated officers and stewards, indicating name, telephone extensions and organizational symbol. Additions or deletions to the list will not be recognized until such time as the local union president notifies the NAF Personnel Office of the change in writing. The Union will be entitled to a steward structure of one steward per 80 bargaining unit employees.
2. Official Time. Official time is defined as time spent conducting representational duties or labor-management relations while in a duty status. Examples may include but are not limited to investigating complaints, processing grievances, preparing for and participating in negotiations, attending meetings, and matters pertaining to filing charges or appeals with or attending hearings before the FLRA, FMCS, FSIP and arbitrators, and preparing financial statements as required by the Department of Labor.
3. Union stewards who are NAF employees will be given the amount of time necessary to accomplish their representational duties, not to exceed 50 percent of scheduled time, as allowed in 5 USC 71. Union officials who are not NAF employees must either be on approved leave or in a nonduty status to perform representational duties for NAF employees.
4. All official time must be requested by the representative utilizing AFMC Form 949 and approved by the employer prior to its actual use. Mission requirements and workload considerations will dictate when official time will be granted, with the decision coming no later than 5 workdays after the request. Official time is authorized for employees who are otherwise in an official duty status. Union officers and stewards shall be permitted access to the premises of the Employer at reasonable times during working hours when the purpose is to carry out the Union's responsibility to employees. In this regard, Union representatives will clear through the supervisor of the employee involved before entering the work area. Visits by Union representatives to management offices shall be arranged by appointment.
5. Limitations. Activities concerned with or related to the internal management of the Union, such as solicitation of membership, internal committee or executive board meetings, distribution of election ballots, or campaigning for Union office, will be conducted during nonwork periods before and after work or during lunch.

**Article 6**  
**Labor-Employer Cooperation**

1. Meetings will be arranged by the Employer and the Union as needed or requested. Meetings will be held during regular dayshift working hours, and time spent will be official time.
  
2. Employees who are otherwise in a duty status will be granted one hour of official time to prepare and present appeals and grievances. Employees will be released at the earliest opportunity consistent with workload requirements and immediately for scheduled meetings with management.

## **Article 7**

### **Equal Employment Opportunities**

1. Policy. The Employer and Union agree to cooperate in providing equal opportunity in employment for all persons, to prohibit unlawful discrimination because of race, color, national origin, sex, religion, age, or disability. Equal Employment Opportunity (EEO) Program concepts shall be promoted in accordance with directives of the EEOC and USAF.

2. Responsibilities of Supervisors. Supervisors commit to manage all human resources effectively in carrying out the Air Force mission and achieving their share of program objectives. This responsibility requires that all supervisors must:

- a. Treat all employees fair and equitable in all matters affecting or related to employment.
- b. Implement the Air Force EEO Program.
- c. Support those affirmative action requirements defined in activity plans that contain supervisory/managerial responsibilities.

3. Responsibilities of Employees. All employees commit to equal employment opportunity concepts. Employees must:

- a. Treat all fellow employees without unlawful discrimination.
- b. Become aware of EEO goals, objectives and principles in order to assist in making the Air Force EEO Program credible and effective.
- c. Furnish prompt and accurate responses to inquiries, without fear or reprisal, when EEO complaints and class action allegations are being processed.

## **Article 8**

### **Work Performance and Evaluations**

1. Performance standards will be discussed with the employee at the time of hire and upon any change in standards. A copy will be provided to the employee. The Union will be provided a copy upon request.
2. Informal discussions between employees and supervisors concerning performance should occur through the rating period. In addition, supervisors shall conduct midterm feedback sessions with employees, identifying the strengths and weaknesses of their performance, and will use AF Form 3527, NAF Employee Performance Evaluation, to document midterm feedbacks. Written performance feedback and documentation of any significant changes in performance will be initialed/acknowledged by the employee and supervisor on the AF Form 3527 and filed in the supervisor's employee work folder.
3. All employees will be evaluated objectively on an annual schedule using AF 3527. The resulting annual performance evaluation will be discussed with the employee and a copy provided to them.
4. Supervisors should take timely corrective measures when performance problems are observed. Whenever an employee's performance becomes less than satisfactory, the employee will be counseled in writing of the deficiencies and provided reasonable assistance to improve. A copy will be placed in the supervisor's employee work folder.
5. A performance improvement plan (PIP) may be initiated to correct performance less than satisfactory. It will detail specific instances of unacceptable performance, the critical elements involved, and what is required to bring performance up to a satisfactory level. The supervisor will help the employee improve performance during the opportunity period. This can include supervisory instruction and counseling, personal demonstration, peer coaching, frequent reporting, special assignments, on-the-job training, etc. Although not required by AFMAN, formal training may be provided to help the employee meet standards. The employee will be given a minimum 45-calendar day period to improve performance.

## **Article 9**

### **Position Descriptions**

1. Each employee is entitled to a current, adequate and accurate position description/guide, which is precise as to title, series and grade. Such documents will contain the principle duties and responsibilities assigned to the position, which are important for determining the proper classification. Position descriptions/guides should be reviewed annually to identify any significant changes. Employees will be informed of changes made to the position description/guide and provided with a copy when changes occur.

2. Duties Outside of the Description. Position descriptions/guides are adequate and accurate when they describe major duties, special skills, licenses, etc., which impact classification, qualifications and any unique requirements found in the position. Any employee in the unit who feels he/she is performing major duties, on a regular and recurring basis, outside of the scope of the position description/guide, should consult with the supervisor for clarification. If the problem cannot be resolved through this discussion, the employee may request the supervisor have the position reviewed. The supervisor shall request assistance of a personnel specialist who will review the information relevant to the description. The personnel specialist will discuss the findings with the supervisor and advise management if the position description/guide is found to be inaccurate, discontinue having the employee perform those duties outside their position description/guide, but give the employee credit for the duties that were accomplished, or implement an accurate position description. Any personnel actions accomplished will be in accordance with applicable laws, rules and regulations and shall be completed in a timely manner. Supervisors and employees may request a copy of the evaluation rationale if one was accomplished. The reviewer will consider any written or oral comments provided by the employee.

3. Classification Appeals. Any employee who believes his/her position is accurately described, but is inaccurate in title, series, grade and/or pay plan, may file a classification appeal. Prior to filing the appeal, the supervisor, employee and personnel specialist must certify the accuracy of the description.

4. Notice of Downgrade. Any employee whose position/grade is restructured due to a classification action will be notified and the action accomplished within the applicable laws, rules and regulations.

5. Noncompetitive promotions may result from a position review. Such actions may result from an accretion of duties which would not have been assigned to another employee and whose grade-controlling duties management elected not to restructure, redistribute or eliminate. Any such promotion will become effective upon submission of a written request by the responsible manager and on the pay period following approval of the designated appointing official. Action must be within the applicable laws, rules and regulations.

## **Article 10**

### **Details**

1. A detail is the temporary assignment of an employee to a different position without a change in pay, for a period not to exceed time limits established in governing AF guidance. The detailed employee returns to their original position at the end of a detail. Details are used to meet temporary needs, when work requirements cannot be met by other desirable or practical means. Repeated details of an employee for periods of time interrupted by short returns to the permanent position, to the extent not permitted by regulation will not be allowed. Failure or refusal by an employee to perform the duties of the position to which detailed may be the basis for disciplinary action. A detail is not the assignment of an employee to perform tasks related to his/her official duties, responsibilities and qualifications for short periods of time.
2. An employee may not be detailed to a higher grade or pay band position for longer than the period of time established by Air Force guidance. Nor may an employee be detailed to a position in the same pay band or grade for longer than the period of time established by Air Force guidance. A temporary promotion or reassignment will be considered in situations where management is contemplating a lengthy detail.
3. A qualified employee who is detailed beyond the time limit for a detail to a higher grade or pay band position is entitled to retroactive temporary promotion, with back pay, beginning the first day following the end of the time limit for the detail.
4. The supervisor of record will detail the employee to the temporary supervisor and maintain the employee's time and attendance. The temporary supervisor will direct the work of the employee and approve/disapprove leave and report time to the supervisor of record. The temporary supervisor will report to the supervisor of record any offenses or substandard performance that warrant disciplinary or other corrective action, as well as superior or outstanding performance. The supervisor of record will take appropriate action
5. The supervisor of record will notify the employee of the detail in writing, place a copy in the 971 folder, provide a copy of it to HRO for filing in the employee's Official Personnel Folder and ensure proper posting of the time and attendance records. The supervisor of record will also assist the temporary supervisor in taking any required action (disciplinary or meritorious) during the period of the detail.
6. Details are terminated when the need no longer exists, but in no case later than the expiration date of the approved period.
7. Details shall be fairly and equitably distributed among employees with requisite skills. Employees will be afforded an opportunity to be made aware of the requirements for a particular detail. Supervisors shall list their employees in descending seniority order using leave SCD. Supervisors will solicit volunteers from among available employees with the requisite skills and qualifications before detailing

## **Article 11**

### **Contracting Out**

The Employer may contract out work in accordance with applicable laws and regulations. In the spirit of partnership, the Employer agrees to notify the Union when considering whether to contract out work currently performed by bargaining unit employees. The Employer agrees to solicit Union input as a part of the decision-making process. In the event the Employer decides to contract out, the Employer will notify the Union and afford the Union the opportunity to bargain.

## **Article 12**

### **Administration of Discipline**

1. Disciplinary action will be initiated as soon as practical but not later than 45 days of the incident, or becoming aware of the incident. Supervisors may discuss and document the incident(s) with the employee prior to initiating disciplinary action. Both the employee and supervisor will initial/sign the record of discussion.
  
2. When the Employer determines that disciplinary action may be required to correct an employee's misconduct, the supervisor will obtain information concerning the alleged misconduct. Such review may include an investigative interview with the employee. If representation is requested, no further questioning or discussion will take place until a Union representative is present (Weingarten Rights). The right to representation in such investigatory interviews arises only when the employee specifically requests Union representation. The Employer reserves the right to cancel the investigatory interview once the employee has requested union representation. A decision by management to cancel an interview on this basis need not be justified in any way, and the Employer may proceed with its investigation and /or disciplinary action on the basis of information from other sources.
  
3. Notices of proposed disciplinary action. Written notice of management's proposal shall include the following:
  - a. The date of issuance and the specific disciplinary action proposed.
  
  - b. The improper conduct or action which prompted the proposed action and if applicable, include the specific law, rule, regulation or policy violated.
  
  - c. The specific reasons and evidence supporting the proposed action, including names, times, and places.
  
  - d. Any part of the employee's past official record which is considered as contributing to the severity of the proposed action, in accordance with AFMAN 34-310.
  
  - e. Notice to the employee of the right to copies of the material relied upon by the Employer in proposing the disciplinary action.
  
  - f. For disciplinary actions more severe than a letter of reprimand, notice to the employee of: the right to reply orally or in writing; the right to a representative of his/her choice; and to whom the employee can make a reply.
  
  - g. The employee will be given not less than 20 calendar days to answer the Employer's notice of proposed action, orally or in writing. The employee will be given a reasonable amount of official time to prepare his/her response.
  
  - h. Normally, within 45 calendar days following the issue of a proposed action, the Employer shall issue a written decision in the matter.
  
4. Extensions to the time limits outlined in this paragraph will be coordinated in writing with Union representatives; however, extensions will be mutually agreed upon by the parties.

## **Article 13**

### **Grievances**

1. Scope and coverage. The purpose of this article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances. A grievance is a request for remedial action by an employee, a group of employees, the Union, or the Employer in a matter of concern or dissatisfaction subject to the control of the Employer. A grievance may be filed over any matter grievable by law unless excluded by the CBA.

2. Exclusions. This procedure shall be the exclusive grievance procedure available to employees for resolving personal grievances, and to the Union and Employer for resolving grievances over the interpretation, application, or violation of the CBA. However, the following subjects are specifically excluded from grievance and any other remedial procedures (the first five exclusions are matters excluded by 5 USC 7121(c)):

- a. Prohibited political activities.
- b. Issues concerning retirement, life insurance or health insurance.
- c. Suspensions or removals for national security reasons.
- d. Issues concerning examinations, certification, or appointments.
- e. Issues concerning the classification of any position.
- f. Matters appealable under discrimination (EEO) complaint procedures.
- g. Adopting suggestions or inventions.
- h. Separation or termination of employees serving trial or probationary periods.
- i. Business-based actions.
- j. Content of published policy applicable to NAF employees.
- k. Wage/salary rates or pay schedules.
- l. Nonselection for hire.
- m. Reassignment to a same-graded position at the same rate of pay.
- n. When no form of personal relief to the employee is allowed by law or Air Force guidance.
- o. Termination of temporary promotions or limited term employment.

3. Time Limits. Time limits provided in this Article may be extended only by written mutual agreement of the Union and the Employer, as coordinated between the Union president or designee and the human resource officer or designee.

4. Failure by the grievant, without mutual agreement by the NAF Personnel Office and the Union president, to comply with the limits and procedures set forth in this article will render the grievance moot and non-grievable/non-arbitrable unless good cause was shown for the delay.

5. Representative. In the preparation and presentation of a personal grievance under this procedure, an employee may designate as a personal representative a representative of the Union or a member of the NAF bargaining unit who is endorsed by the Union in writing. If a NAF employee presents a grievance directly to management, with different or no representation, the Union shall be given the opportunity to have an observer present at any discussions of the grievance on official time, if the observer would otherwise be in a duty status. A reasonable attempt will be made by management to schedule such meetings during the observer's assigned shift.

6. Employee Grievance Procedure. This paragraph applies only to grievances of individual employees that are submitted to the Employer for personal relief in matters that are subject to the control of the Employer. The filing of such grievances shall not be construed as reflecting unfavorably on the filers. Employees presenting grievances under this CBA should first consider the alternate dispute resolution process as described in Article 14. Employees must present grievances within 20 calendar days of the date of the earliest management action giving rise to the potential grievance or the date they became aware of it.

7. The following procedures apply in filing employee grievances under this article:

a. Step 1. The written grievance will be presented by the employee or representative (when designated) to the employee's immediate supervisor or flight chief. Section 1A of AFMC Form 913 will be completed. The supervisor will provide the grievant or representative a written decision within 7 calendar days. If the supervisor is unable to meet the 7-day time line, he/she will provide a written request for extension to the Union no later than close of business of the 7th day. Extension requests will be granted but not exceed an additional 15 calendar days. If the grievant is dissatisfied with the decision, the grievance may be elevated to Step 2 of the procedure. Failure by management to observe the time limits or procedures for any step in the grievance procedure, without an extension, will entitle the grievance to advance to the next step. The employee may elect mediation by completing part 1C of AFMC Form 913 requesting to use ADR process. The employee and representative will attach a completed HAFB ADR Grievant Mediation Information Sheet to the Form 913. The Form 913 and Information Sheet will be given to the ADR Program Manager. The grievance will be considered in abeyance pending the mediation cycle discussed below (see Article 14 for ADR procedures).

b. Step 2. A written Step 2 grievance will be presented to the 75<sup>th</sup> Force Support Squadron director or deputy, through the NAF HRO within 7 calendar days following receipt of the Step 1 decision or expiration of the Step 1 reply period. The 75<sup>th</sup> Force Support Squadron director or deputy will provide the employee or representative with a written decision within 7 calendar days of receipt of the Step 2 grievance. If the Step 2 grievance decision is unacceptable, the grievance may be elevated to Step 3. Extensions to the timelines identified above will be coordinated between the Union and the Employer.

c. Step 3. A written Step 3 grievance will be addressed to the 75<sup>th</sup> Mission Support Group Commander, through the HRO, within 7 calendar days of receipt of the Step 2 decision or expiration of the Step 2 reply period. The Step 3 grievance will include copies of all prior correspondence and information and will not incorporate new allegations and issues, or supporting evidence or information known to the employee or representative but not presented in

prior grievance steps. The deciding official will provide the employee or representative with a written decision within 7 calendar days of receipt of the Step 3 grievance.

8. Group Grievances. If two or more employees requesting representation by the Union have substantially identical grievances and wish to pursue them under this Article, the Union may file a group grievance. When the provisions of this section are invoked, the Union shall give written notification to HRO at the same time the grievance is filed. The notification will include the names of all the grievant. A remedy on such grievance applies to all employees in the group and each is given a copy of the decision. An employee may withdraw from a group grievance, in writing, any time before a decision is rendered; however, the employee may not then initiate the same or substantially same grievance.

9. Union/Employer Grievance. Union/Employer grievances that are not limited to individual or group dissatisfactions will be in writing and will be initiated by the union president or designee or by the 75 Force Support Squadron director, deputy, or designee within 21 days of occurrence. The parties will meet to informally discuss the issue(s) and make every effort to resolve the issue(s). The charged party will have 7 calendar days to render a written summary or response to the other party. If the response is not acceptable, the charging party will have 7 calendar days to file a written grievance with the other party, specifying the issue(s) and remedy sought. The charged party must, within 7 calendar days, provide a written response. Approved extensions to the timelines identified in this paragraph will be coordinated between the Union and the Employer. If this response is not acceptable the charging party may invoke arbitration.

10. Resignation/Death/Separation. In cases where a pay or allowance issue is involved which could benefit the grievant or his/her estate, the grievance will be processed to its conclusion.

## **Article 14**

### **Alternate Dispute Resolution**

1. Alternative Dispute Resolution (ADR). The purpose of the ADR program is to resolve disputes at the lowest practical level. Participation in the program is voluntary and there will be no penalty, reprisal or adverse impact toward a person that does not choose to participate.
2. Mediators will be selected using the following procedure: The ADR program manager and AFGE Local 1592 president (or designee) will review and approve appropriate candidates as nominated by either party to establish and maintain a pool of trained mediators.
3. The ADR program manager will maintain a roster of trained mediators, and assign cases to available mediators in order to assure fair and equitable assignment. Mediators for any given mediation are also subject to acceptance by the disputing parties. Mediators will be removed from the roster upon their request, or as mutually agreed by the 75<sup>th</sup> Force Support Squadron Human Resource officer (HRO), the AFGE Local 1592 president and the ADR program manager.
4. The 75<sup>th</sup> Force Support Squadron HRO, the AFGE 1592 President and the ADR program manager will resolve conflicts or complaints concerning mediator performance. Disputes that cannot be resolved will be forwarded through appropriate channels in accordance with AF guidelines (currently to SAF/GCQ).
5. It is agreed that the timely resolution of disputes is in the best interest of all parties. While the use of ADR procedures may be most effective prior to the step 1 meeting of the NGP, an ADR process may be utilized at any stage of the NGP if agreed to by all parties.
6. When an employee files an AFMC Form 913 he/she is entitled under the NAF CBA to meet with a union steward in preparation for the step 1 meeting. The union representative will advise the employee of the option to pursue mediation of the grievance.
7. The 75<sup>th</sup> Force Support Squadron HRO may request mediation of a grievance; the request must be in writing with the AFMC Form 913 attached and forwarded to the ADR program manager. The grievance will be considered in abeyance pending the employee's decision concerning election of ADR.
8. It is agreed that participation during the ADR sessions will be without representation on either side unless otherwise mutually agreed upon by the parties and then only due to highly unusual circumstances. Each request for representation will be reviewed by the ADR program manager, HRO and AFGE Local 1592 President (or designee). Participation in the program is strictly voluntary and there will be no penalty, reprisal, or adverse impact toward an employee that does not choose to participate.
9. In order to assure open discussion, it is agreed that all ADR sessions will be considered in accordance with the ADR Act of 1996. All mediation settlement agreements relating to the NGP will be provided in writing to the ADR Program Manager or designee, and will be subject to review by the AFGE Local 1592 President, the HRO, and the ADR Program Manager before being considered final. Review of tentative agreements will be for compliance with law, regulation, and negotiated agreement. Either the ADR program manager or AFGE Local 1592 president (or designee) may request further review or advice from the 75<sup>th</sup> Force Support

Squadron HRO or legal counsel, as deemed necessary and appropriate to ensure compliance with law, regulation and the negotiated agreement. Review will be completed no later than 3 workdays from receipt.

10. Agreements that do not violate law, regulation or current negotiated agreements shall be considered binding. However, no rights of management, AFGE, or the employees are waived in the event that a valid agreement is not attained. Settlement agreements derived through the ADR process are situational dependent and will not be considered as precedents or past practice. They may not be produced as evidence at subsequent litigation unless directly related to the subject and situation (e.g., litigation evolving for failure to comply with the settlement agreement).

11. Open communication and resolution of disputes at the lowest level are encouraged. In the event informal resolution is not achieved, the initiation of the step 1 meeting of the negotiated grievance procedure shall serve as the employee's affirmative election of the formal negotiated grievance procedure as opposed to statutory procedures.

## **Article 15**

### **Arbitration**

1. Rights to Arbitration. A grievance submitted in accordance with this agreement, which has not been settled to the satisfaction of the grieving party, may go to arbitration. The issues to be decided will be the same as those proffered by the grievant in grievance procedure. Arbitration will be invoked only by the Union or by the employer in accordance with applicable law and this agreement, but only after the prescribed grievance procedures have been exhausted.

2. Procedure. These procedures for invoking and preparing for arbitration are as follows:

a. Within 10 calendar days after receiving the other party's final decision on a grievance, or within 10 calendar days after the decision was due, the party invoking arbitration will notify the HRO in writing that arbitration is necessary. If the deadline date falls on a weekend or holiday, the deadline will be the next workday.

b. The HRO in close coordination will work with AFGE Local 1592 representative in selecting an arbitrator within 10 calendar days. If the parties agree on the issue(s) being arbitrated, and further agree that a hearing would serve no purpose, they may submit a joint submission of facts and issue(s) based on the formal grievance to the arbitrator with a request for a decision without a hearing based upon the facts thus presented. If the parties cannot agree on the issues or facts being arbitrated, but still agree that a hearing would serve no purpose, then each party may submit a separate submission of facts and issues with a request that the arbitrator determine what the facts and issues are, and render a decision based on the information provided. If the parties cannot agree a hearing is necessary, then a hearing will be held. Parties agree to use the current arbitrators' list between Hill Air Force Base Civilian Personnel and AFGE Local 1592.

c. The HRO and Union AFGE Local 1592 President will be responsible for notifying the arbitrator and for making the required arrangements such as dates and times. The employer agrees to furnish an appropriate hearing room for the arbitration.

3. Fees and Expenses. The fee and expense of the arbitrator shall be borne equally by the Employer and the Union.

4. The Arbitration Hearing. The arbitration hearing will be held during the regular day-shift hours of the basic workweek. The Union representative, the grievant and the employees called as witnesses will be excused from duty without charge to leave to the extent necessary to participate in the official hearing, if they are employees of Hill AFB, if otherwise in a duty status.

5. The arbitrator will be informed that a decision is expected within 30 days following the conclusion of the hearing and/or the receipt date of any briefs or information submitted at the request of the arbitrator.

6. Arbitrator's Authority. The arbitrator's authority is limited to deciding only the issue or issues presented in the formal grievance. The arbitrator will have the authority to resolve identified questions of arbitrability and interpret and define the terms of this agreement as necessary to render a decision. The arbitrator shall have no authority to add to or modify any terms of this agreement, applicable laws, rules, regulations or policies. The arbitrator's decision

will be final and binding, unless appealed within established requirements or procedures. The remedy shall be affected in a timely manner, normally within 2 pay periods, and in its entirety. The arbitrator's decision will be considered non-precedential with regard to future cases.

## **Article 16**

### **Union Dues**

1. Any bargaining unit employee who is a member in good standing of the Union may authorize an allotment of pay for the payment of dues for such membership, provided:

- a. The employee has voluntarily completed a request for such allotment of pay;
- b. The employee's regular pay is sufficient to cover the full amount of the allotment;
- c. The employee has no existing allotment for the payment of dues to the Union.

2. The Union agrees to acquire and provide to its members the prescribed allotment form, to certify as to the amount of its dues, and to inform and educate its members on the procedures for dues and the uses and availability for the required form. An allotment may be submitted at any time by an eligible member of the unit through the Union to the HRO. The allotment will be effective at the beginning of the first complete pay period after receipt of properly completed and signed SF 1187 in the HRO.

3. Termination. An allotment shall be terminated:

- a. When the employee leaves the bargaining unit as the result of any type of personnel action.
- b. Upon loss of exclusive recognition by the Union.
- c. Upon receipt of notice from the Union that the employee is no longer a member in good standing.

The effective date of termination of dues withholding allotment, which is not at the request of the employee, shall be the beginning of the first complete pay period following the date of action, which requires the termination. The Union agrees to promptly notify the HRO when a member who has authorized dues withholding is suspended or expelled from the Union within 5 working days. The employer agrees to maintain a supply of the prescribed forms (SF 1188) for use in canceling an allotment. Such form is to be available to employees upon request.

4. Voluntary Cancellation. A member may voluntarily cancel an allotment for the payment of dues by filling out the prescribed form and submitting it to the HRO. After receipt of such notice cancellation will become effective in accordance with instructions on the form. The HRO will provide the Union a copy of the cancellation. Management will be responsible for timely discontinuances of dues withholding of employees who are separated, transferred, promoted or otherwise reassigned outside any of the bargaining units covered by this agreement.

5. At the end of each payroll cycle the HRO, acting for the employer, shall furnish the Union, the remittance for dues. The remittance will be accompanied by a statement giving the following information:

- a. Identification of office or installation.
- b. Identification of local AFGE.

- c. Names of members for whom deductions were made and amount of each deduction.
  - d. Total amount withheld on the payroll.
  - e. Net amount remitted.
6. The Union agrees that the amount to be withheld shall be the amount of the regular dues, exclusive of initiation fees, assessments, back dues, fines and similar charges and fees. If the amount of regular dues is changed by the Union, the HRO will be furnished written notification signed by the Union president. This notification must be received at least 10 workdays prior to the first day of the pay period in which such change is to be effective.

## **Article 17**

### **Use of Communication Systems**

1. The purpose of this article is to outline the appropriate uses of Government issued electronic devices such as, but not limited to, cellular phones, , office phones, computers, laptops, electronic tablets, pagers, fax machines, broadcast and communication radios, digital senders, scanners and new communication technologies during scheduled work hours. Use of Government issued communication tools and devices will not be used for personal gain.
2. All the above listed tools and devices, if available, can be used in the proper execution of official duties and job responsibilities. It is also understood that these devices can be used for conducting proper labor-management relations activities. They will not be used for solicitation of membership or dues or other internal business of AFGE.
3. Use of personal electronic devices should be limited to break periods. Care should be given not to impede quality customer service. Supervisors will make allowances for emergencies and other special circumstances during customer service hours. Employees will limit the frequency and duration of personal communication use in a nonemergency status during scheduled work hours.
4. All management, Union officials and NAF employees will ensure interpersonal communications are always conducted in a professional and courteous manner.

## **Article 18**

### **Health and Safety**

1. The Employer agrees to establish and maintain a comprehensive occupational safety and health program, and to make every effort to provide safe and healthful workplaces and working conditions as required by applicable Air Force guidance. The Employer and the Union agree to cooperate in a continuing effort to avoid, reduce the possibility of, and eliminate accidents, injuries and health hazards in all areas under the Employer's control.
2. **Protective Clothing, Equipment, and Tools.** The Employer agrees to provide to employees any required tools and safety or protective equipment, reasonably fitted safety clothing, and devices necessary to provide protection of employees from hazardous conditions encountered during the performance of official duties. Such equipment will be provided as authorized by applicable Air Force regulations and directives, and issuances shall be strictly governed by criteria contained in those authorities. The Union agrees to assist the Employer in aggressively publicizing the benefits of the use of protective devices and equipment by employees and their adhering to good safety practices, policies and procedures.
3. **Inspections and Reporting Hazardous Conditions.** The Employer in close coordination with Union Officials will conduct safety and health inspections or surveys as required to maintain a safe and healthful workplace. They will be in accordance with applicable regulations. A copy of all safety reports will be forwarded to the Local 1592 AFGE.
4. All employees have the right and will be encouraged by the parties to responsibly report all alleged hazardous situations.
5. The parties agree that alleged hazards of an imminent danger to employees will be promptly reported orally to the supervisor. Employees may utilize Air Force Form 457, USAF Hazard Report, to report such alleged hazards to the subordinate AFMC activity Safety Office. Such reports shall be processed in accordance with applicable regulations, including 29 CFR Part 1960 where appropriate. Employees filing such hazard reports may request that their identity not be revealed to anyone other than the officials processing the report and the Employer will maintain maximum confidentiality following such request.
6. Employees who file complaints over alleged health and safety violations under the provisions of 29 CFR Part 1960 are precluded from filing a grievance over the same incident. Health and safety grievances filed by the Union or employees will not be affected where other employees file health and safety violations under 29 CFR Part 1960.

## **Article 19**

### **Breaks and Meals**

1. Meal Break. Employees who are scheduled to work more than 6 hours per day shall be granted a nonpaid meal period of at least 30 minutes but not more than 60 minutes or a paid meal period of 20 minutes if not feasible to take a full meal period due to mission or manning requirements. Meal periods should be scheduled at or near the midpoint of the shift and may not be taken at the end of the shift or in conjunction with rest periods.
  
2. Breaks. Management will authorize short rest periods during each 4 hours of continuous work unless it degrades customer service. If break periods are authorized, breaks will not be taken at the end of the shift or in conjunction with meal periods.

## **Article 20**

### **Uniforms and Appearance**

1. The Employer may require employees to wear uniform items on duty in the interest of safety and to promote a positive and professional customer service image. The Employer will require employees to comply with Air Force instructions and manuals that either mandate certain uniform items or prohibit the unauthorized wear of other items. This CBA establishes guidelines for acceptable standards, depicting good taste and judgment, for suitable dress for NAF bargaining unit employees within the 75<sup>th</sup> Force Support Squadron at Hill AFB. By mutual agreement, the following will apply to employees working in the Force Support Squadron at Hill AFB.

a. Wherever employees are required to wear uniforms or specified protective clothing, established directives, governing the wearing of such clothing will apply. In all instances, current, applicable health and safety policies/directives will take precedence over personal preference.

b. Employees who work in offices or office type environments are expected to dress in appropriate “office” or “business” attire. Dressing in a manner that is suitable for your job is important. The intent of this document is not to dictate style and taste, but employees should exercise good taste and judgment to project a suitable and professional image for their jobs. Exposed body piercings with display of jewelry other than earrings are not authorized for wear in the workplace. Examples of unauthorized exposed piercings are lip, eyebrow and nose rings. Revealing, see-through or frayed clothing, suggestive T-shirts, tank tops, halters, casual shorts, mini-skirts, cut-offs, bare midriffs, frayed jeans worn thin or with holes and clothes with lewd or offensive pictures/words are inappropriate in the workplace. T-shirts, “skorts” and shorts that present a proper business image, will be viewed as appropriate. Exposed tattoos depicting lewd or offensive words or designs are not appropriate and must be covered during work.

c. Employee’s who work in industrial areas are expected to dress in clean and appropriate “work” clothing. Where appropriate and not prohibited by safety directives, employees may wear shorts and sleeveless tops that display good taste and judgment. Revealing or see-through clothing, spaghetti-strapped tank tops, halter tops, short shorts, mini-skirts, cut-offs, bare midriffs and clothing depicting lewd or offensive words/pictures are not appropriate. Exposed tattoos depicting lewd or offensive words or designs are not appropriate and must be covered during work.

2. Compliance. When management determines that an employee’s dress does not meet these standards, management will advise the employee that the dress code does not meet standards and will not be tolerated in the future. If the attire is disruptive to the work environment, the employee may be sent home to change into appropriate dress. The employee will be granted up to one hour of administrative leave for that purpose. On a repeated offense of failing to comply with these standards, the employee may be disciplined, or other appropriate administrative action may be taken.

3. Purchase and Issue. If employees are required to wear a uniform by the Employer, the Employer will purchase an adequate number of uniforms to accommodate the proper appearance and availability of uniforms for each employee. This provides the employee with a sufficient number to wear and still time to launder uniforms between uses. Employees are required to turn

in all uniform items prior to out-processing. The Employer will designate an alteration vendor and incur the initial and necessary alteration expense of uniforms.

4. **Repair and Maintenance.** Employees are responsible for maintaining their uniforms in a clean and serviceable condition. Uniforms that are damaged as a result of normal wear and tear or damaged through no fault of the employee will be turned into the Employer and replaced at no cost to the employee. In the event of loss or deliberate destruction, employees will be responsible for fair market value replacement cost.

5. **Exceptions.** Exceptions to the uniform policy include various medical conditions preventing proper wear of official uniforms. Examples include maternity wear, casts, braces, bandages and splints. The supervisor may request a medical authority to substantiate the waiver.

## **Article 21**

### **Leave**

1. Call-In Procedures. Employees should request emergency or unscheduled annual leave by contacting their immediate supervisor, or other persons designated by management to receive such requests, by telephone at the beginning of or as soon as possible after the start of their regular shift and provide reasons for the request. Except for unusual circumstances, the employee must initiate this call no later than 2 hours after the shift begins.

2. Annual Leave. Annual leave shall be earned and used in accordance with established criteria. The parties agree that annual leave is a right of the employee and the employer based on the employer's needs in accomplishing the mission. The employee and approving official are encouraged to plan and schedule the use of annual leave as far in advance as possible and mutually resolve conflicts in scheduling when they arise. If a conflict arises between two or more unit employees of the same organization where such employees cannot be scheduled for the same period because of work-load requirements, the supervisor and employees concerned shall try to resolve the conflict by mutual agreement. If agreement cannot be reached, the employee with the longest continuous service in the activity will be scheduled for leave. The approving official will make all final determinations with regard to the scheduling and approval of annual leave. An employee will be allowed to switch choices with another employee if they both agree and the supervisor approves it. Annual leave accrued beyond regulatory limits, normally 240 hours, will be lost at the end of the leave year unless it is used or has been restored. Annual leave above the carry-over limit may be restored in accordance with the procedures in AFMAN 34-310. Management will request employees' projected annual leave schedule no later than 15 January of the year and will notify employees no later than 15 February if the requested leave is approved/disapproved.

3. Sick Leave. An employee may be required to provide the leave-approving official with documentation to support the use of sick leave of more than 3 consecutive days. Reasons for sick leave are confidential and will not be disclosed by the supervisor to individuals who do not have a need to know. An employee will not be intimidated because he/she requested sick leave. Regular category employees shall schedule sick leave in advance for examinations or treatments that can be prearranged. An employee who requests sick leave due to illness, injury, or exposure to a contagious disease shall call the immediate supervisor to request sick leave prior to the beginning of the shift. In case of an emergency, the employee will call the immediate supervisor within 2 hours of the beginning of the shift. Contagious diseases are defined for sick leave purposes as those which require quarantine or isolation and a medical certificate must be obtained to support such request. If the immediate supervisor is unavailable the employee will contact the next person in their chain of command and identify the reason and anticipated duration for the absence and the location and telephone number where the employee can be reached.

4. Administrative Leave and Excused Absences. Administrative leave and excused absences are authorized absences from duty, without loss of pay or charge to another type of paid leave, which the employer may grant.

5. Religious Leave. It is the policy of the employer to be reasonable and compassionate in leave policies for religious purposes or observations. Leave requests for activities such as the observation of religious holidays should be granted to the extent that normal work requirements permit.

6. **Leave Transfer Program.** This program allows employees to voluntarily donate leave, within appropriate laws, rules, policies, regulations and procedures, to other employees who need leave because of a medical emergency. The Employer agrees to publicize employee requests, which meet the program's criteria and the Union agrees to assist in such efforts. Employees will not be threatened, coerced or intimidated for participating or not participating in this program, by either the Employer or the Union.
7. **Blood Donation Leave.** An employee donating blood at any authorized blood bank, during an on-base blood drive or in emergencies to individuals may be granted up to 4 hours absence without charge to leave on the same day the donation is made but not more than once in a 12-week period.
8. **Leave Without Pay.** Regular category employees who do not have annual leave to their credit but wish to take leave for emergencies or other necessities may, upon request, be granted LWOP. LWOP may also be granted, upon request, to an employee in place of annual or sick leave. Such request will indicate a schedule and indicate the supervisor's agreement with such request. Requests for LWOP for bargaining unit employees will be submitted on an OPM 71, Request for Leave or Approved Absence.
9. **Military Leave.** Military leave will be administered in accordance with applicable laws, rules and regulations.
10. **Court Leave.** Employees are authorized absence from work for jury duty or for attending court in any unofficial capacity as a witness on behalf of the US government, the District of Columbia, or a state and local government, on advance notice of a court order, subpoena, summons, or any other judicial notification. For court leave purposes, municipal courts are considered State courts. Immediately on notification, the employee is required to inform their immediate supervisor, providing the supervisor adequate time to arrange alternate scheduling.

## **Article 22**

### **Business Based Actions**

1. The employer will observe appropriate regulations governing Business Based Action (BBA). At least seven (7) calendar days prior to notification to affected employees, the employer will notify the Union of proposed implementation date of a BBA when one or more bargaining unit employees are identified to be reduced in grade, separated by BBA or otherwise impacted by the use of BBA procedures. Such notification will include:
  - a. The reasons for the BBA;
  - b. The number, types and grades of the employees involved;
  - c. Type of action to be taken;
  - d. The effective date of the action.
  
2. In the event of a separation due to BBA, existing vacancies will be utilized where feasible to place employees in continuing positions for which they qualify in order to minimize adverse actions and reduce separations.
  
3. The employer will provide a written notice to each employee affected by a separation action at least 30 calendar days prior to the effective date and at least 14 calendar days prior to the effective date for non-separation actions such as reduction in pay or reduction in grade. The notice will state what action is being taken, the effective date of the action, and the employee's BBA service computation date. Rights of appeal and time limits on such appeals will also be stated in the notice.
  
4. An employee affected by BBA or their designated representative has the right to inspect BBA records pertaining to the employees involved in the BBA.
  
5. Separations due to BBAs will be in accordance with the following:
  - a. Employees will be separated by pay plan, series and grade.
  - b. Employees will be ranked in each pay plan, series and grade according to BBA seniority.
  - c. Performance appraisal ratings for the last 2 years will be utilized to add years to seniority; 5 years for "very good" and 10 years for "outstanding."
  
6. In order to reduce the adverse impact of a BBA, the employer agrees to implement the following actions:
  - a. Process all requests for retirement from all eligible employees.
  - b. In the event of separations due to BBA, reemployment priority listing (RPL) would be activated at the employee notice period.
  - c. Business based actions will be taken in accordance with existing personnel policies and procedures.
  
7. Affected employees will be allowed official time/administrative leave to:
  - a. Review their Official Personnel File and Agency employment records;
  - b. Prepare employment applications for NAF positions; and
  - c. Arrange and attend job interviews for Agency positions within NAF.

## **Article 23**

### **Wage Survey**

The Union will be notified 30 days in advance of wage surveys to be conducted that will affect the NAF bargaining unit. Such wage surveys include both full scale and wage change surveys. The Union will appoint a representative and an alternate representative to function as a part of the wage survey committee. Such appointments will be for a minimum of 2 years. The Union representative and alternate on the wage survey committee will be provided detailed explanations and training in the procedures for conducting such surveys. All wage survey committee meetings will be recorded and copies of committee meetings minutes will be furnished to all members of the committee. The Union representative/alternate will be responsible for attending all wage survey committee meetings, recommending the appointment of one half of the data collectors, and for assisting in the conducting of such wage surveys.

This agreement will take effect on the date approved by the DoD Civilian Management Service and remain in effect for a period of at least 3 years.

In witness whereof, the negotiating parties of the Employer and the Union agree to the contents and provisions of this agreement.

75th Force Support Squadron