
MEMORANDUM
OF AGREEMENT



BETWEEN



BARKSDALE AIR FORCE BASE
LOUISIANA

AND

LOCAL 2000, AMERICAN
FEDERATION OF GOVERNMENT
EMPLOYEES AFL-CIO

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A copy of this letter has been served on the labor organization which is a party to this agreement by mail on APR 11 1996

JOHN C. MOSELEY
Chief, Field Advisory Services
Division

Copy to:

AFGE, Local 2000
P.O. Box 299
Barksdale AFB, LA 71110-0299

Work Force Appeals and Relations Division
AF POA/DPW, 5D323
Washington, DC 20330-1040



DEPARTMENT OF DEFENSE
 CIVILIAN PERSONNEL MANAGEMENT SERVICE
 1400 KEYBOULEVARD
 ARLINGTON, VA 22209-5144

APR 11 1996

MEMORANDUM FOR COMMANDER, 2D SUPPORT GROUP, BARKSDALE
 AIR FORCE BASE, LA, ATTN: MR. LARRY D.
 CLAYTON, LABOR RELATIONS OFFICER,
 2MSS/DPCE, 345 DAVIS AVENUE W, SUITE 219,
 BARKSDALE AFB, LA 71110-2073

SUBJECT Negotiated Agreement Between Barksdale Air Force Base and the
 American Federation of Government Employees (AFGE), Local 2000

The subject agreement as forwarded by your letter on April 3, 1996, has been
 reviewed pursuant to 5 U.S.C. 7114(c)(1) and is approved this date.

The approval of this agreement does not constitute a waiver of or exception
 to any existing law, rule, regulation, or published policy.

Copies of the approved agreement should be forwarded as follows:

a. Work Force Appeals and Relations Division, Pentagon, AFOA/DPW,
 5D323, Washington, DC 20330-1040 - two copies.

b. Defense Civilian Personnel Management Service (DCPMS), Field
 Advisory Services Division, Labor Relations Branch, 1400 Key Boulevard, Suite B-
 200, Arlington, Virginia 22209-5144 - two copies and one copy of OPM Form 913B.

This action is taken under the authority delegated by DoD 1400.25-M,
 Civilian Personnel Management (CPM) Manual, Subchapter 711, Labor
 Management Relations.

This Agreement is to be annotated to indicate: Approved by the Department of
 Defense
 On APR, 11 1996.

If there are any questions concerning this matter, you may contact Tim
 Curry at
 (703) 696-6301, press 3 for Labor Team. Ext. 407 or DSN 426-6301.

MEMORANDUM OF AGREEMENT

BETWEEN

COMMANDER, BARKSDALE AIR FORCE BASE, LOUISIANA

AND

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

LOCAL 2000

PREAMBLE

Pursuant to the policy set forth in 5 U.S.C., Chapter 71, this Agreement is made by and
 between Barksdale Air Force Base, Louisiana, and Local 2000, American Federation of
 Government Employees, AFL-CIO.

WITNESSETH:

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

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 providing employees with an opportunity to participate in
 the formulation and implementation of personnel policies and practices affecting the
 working conditions of their employment; and

WHEREAS the participation of employees should be improved through the
 maintenance of constructive and cooperative relationships between labor organizations
 and management officials: and

WHEREAS subject to law and the paramount requirement of public service,
 effective labor-management relations within the Federal services require a clear
 statement of the respective rights and obligations of labor organizations and agency
 management.

NOW, THEREFORE, the parties agree hereto as follows:

ARTICLE 1

DEFINITIONS

Section A. Parties: This Agreement is entered into between Barksdale Air Force Base (AFB), Louisiana, and Local 2000, American Federation of Government Employees, AFL-CIO, hereinafter referred to as the Union. The Commander, 2d Bomb Wing designates the Commander, 2d Support Group (2 SPTG/CC) with the responsibility and authority for Labor and Employee Relations and the 2 SPTG/CC is hereinafter referred to as the Employer. Collectively the Employer and the Union shall be known as the Parties.

Section B. Exclusive Representative: The Employer hereby recognizes that the Union is the exclusive representative of all employees in the unit as defined in the Amendment of Certification Case No. 64-3671(AC), dated 12 December 1977 described in Section C. The Union recognizes its responsibility of representing the interests of all such employees without discrimination and without regard to Union membership with respect to grievances, personnel policies, practices, and procedures or other matters affecting their general working conditions, subject to the express limitations set forth elsewhere in this Agreement.

Section C. Bargaining Unit: This Agreement applies to the unit composed of all nonsupervisory regular and flexible employees employed by the Department of Air Force Nonappropriated Fund Instrumentalities at Barksdale AFB LA. Excluded are management officials, guards, employees engaged in Federal personnel work in other than a purely clerical capacity, professional employees, accountants, and supervisors as defined in 5 U.S.C., Chapter 71.

ARTICLE 2

PURPOSE

Section A. The Employer and the Union desire to enter into a labor-management agreement, which will have for its purposes, among others, the following: (1) to promote fair and reasonable working conditions; (2) to promote improved programs designed to aid the employees in achieving their acknowledged and recognized objectives; (3) to promote the highest degree of morale and responsibility among NAF employees at Barksdale AFB; (4) to adjust promptly all differences arising between them related to matters covered by this labor-management agreement; (5) to promote systematic employee-management cooperation between the Employer and its employees; and, (6) to provide a safe and healthful work environment.

Section B. "Collective Bargaining" for the purpose of contract negotiation under 5 U.S.C., Chapter 71, means the performance of the mutual obligation of the representative of an agency and the exclusive representative of employees in an appropriate unit in the agency to meet at reasonable times and to consult and bargain in a good-faith effort to reach agreement with respect to the conditions of employment affecting such employees and to execute, if requested by either party, a written document incorporating any collective bargaining agree-

FOR THE UNION:

FOR THE EMPLOYER:

Can't make out members name
Member

Executed this 3rd day of April 1996 at Barksdale Air Force Base, Louisiana.

ARTICLE 34
DURATION OF AGREEMENT

Section A. This Agreement will remain in full force and effect for two (2) years from the date of approval

Section B. Either party may give written notice to the other, not more than ninety (90) nor less than sixty (60) days prior to the two (2) year expiration date, and each subsequent expiration date, for the purpose of renegotiating this Agreement. The present Agreement will remain in full force and effect during the renegotiation of said Agreement and until such time as a new Agreement is approved subject to appropriate laws, rulings, and regulations as long as the parties are negotiating.

Section C. If neither party serves notice to renegotiate this Agreement, the Agreement shall be automatically renewed for two (2) year periods, subject to agency approval.

Section D. When notice is given to amend or renegotiate this agreement, the parties shall meet within thirty (30) calendar days to begin the bargaining process.

Section E. It is understood that this Agreement will terminate at any time it is determined that the Union is no longer entitled to exclusive recognition.

ment reached, but the obligation referred to in this paragraph does not compel either party to agree to a proposal or to make a concession.

ARTICLE 3
MANAGEMENT RIGHTS AND RESPONSIBILITIES

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

Section B. Management officials of the agency retain the right, in accordance with applicable regulations --

(1) to determine the mission budget, organization, number of employees, and internal security practices of the agency, and

(2) in accordance with applicable laws -

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

(b) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

(c) with respect to filling positions, to make selections for appointments from -

1 among properly ranked and certified candidates for promotion; or

2 any other appropriate source; and

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

Section C. To the extent that regulations, other than Government-wide regulations, relating to personnel policies, practices, and procedures are in conflict with this Agreement, the provisions of this Agreement shall govern.

Section D. The above management rights will not limit an employee's right to express dissatisfaction concerning procedures employed by management in the exercise of their rights. It is also understood that the exercise of such management rights shall be subject to appeal

and grievance procedures when applicable as prescribed in laws, regulations and policies and the negotiated grievance procedure provided in this Agreement.

Section E. Nothing in this Agreement shall preclude the Employer and the Union from negotiating -

(1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

(2) procedures which management officials of the agency will observe in exercising any authority under this section; or

(3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

Section F. An emergency will only be declared for good cause. When emergency procedures are invoked, the Union will be notified as soon as possible on the circumstances causing the emergency and its expected duration. In any emergency the Employer will consider the views of the Union, give due regard to the welfare of the employees, and abide by the terms of this Agreement to the maximum extent possible.

ARTICLE 4

RIGHTS OF THE EMPLOYEES

Section A. The Employer and the Union agree that each 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, and each employee shall be protected in the exercise of such right. The freedom of such employee to assist the Union shall be recognized as extending to participation in the management of and acting for the Union in the capacity of an organization representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority.

Section B. The terms of this Agreement do not preclude any employee of the agency from bringing matters of personal concern to the attention of appropriate officials of the Employer in accordance with applicable laws and regulations with or without the presence of a Union representative.

Section C. 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 voluntary, written authorization by a member for the payment of dues through payroll deductions.

Section C. Uniforms or protective clothing, as appropriate, will be furnished by the Employer when required. Protective clothing will be furnished when the duties involve work resulting in excessive wear or soiling of personal clothing beyond the normal condition experienced by other employees in comparable duties.

Section D. The Employer will provide sanitary restrooms as near as possible to the immediate work area.

Section E. Storage space that can be locked will be provided for employees in their respective work areas to store their personal belongings.

Section F. The Employer will provide a suitable eating place as near as possible to the employees work area. Employees will not be required to remain at the work site during nonpaid break periods.

ARTICLE 32

CONTRACTING BARGAINING UNIT WORK

Section A. The Employer will inform the Union when considering the possibility of "Contracting Bargaining Unit Work" and will keep the Union apprised of the development of the consideration to "Contract."

Section B. The Employer will give as much advance notice as possible before the letting of a "Contract of Bargaining Unit" work.

Section C. It is understood by both parties to this Agreement that the Federal policy is against personal service contracts which establish an employee/employer relationship. The Employer agrees to abide by all appropriate laws, rules, and regulations with respect to any contract activity.

Section D. When the Employer determines that unit work will be contracted, the Employer will meet and confer concerning appropriate matters and the impact on Bargaining Unit employees.

ARTICLE 33

NEPOTISM

Section A. In order to prevent favoritism and collusion, the appointment, employment, and promotion to a position where a direct supervisory relationship exists involving relatives will be strictly governed by applicable regulations.

Section B. Relatives will be as defined in AFMAN 34-310.

(1) An employee will not have his/her job security (unless in a sensitive position) or promotion opportunities jeopardized simply by the fact that he/she has requested counseling or referral for treatment.

(2) Employees having alcoholism or problems related to the abuse of alcohol and other drugs will receive the same careful consideration and offer of assistance that is presently extended to employees having any other illness.

(3) The confidential nature of records of identity, diagnosis, and prognosis and/or treatment of any employee will be preserved in accordance with applicable laws and regulations.

Section E. The Employer will ensure there is a Drug and Alcohol Abuse Control Committee in accordance with applicable regulations. The committee will coordinate and monitor the activities of individual organizations and staff agencies having responsibilities in drug and alcohol abuse control and will ensure that drug and alcohol abuse control policies and procedures are implemented on the base. The Union may provide direct input to this committee in writing to the Employer or designee. The committee will meet at the call of the chairman, but as a rule, no later than that required by appropriate regulation.

Section F. When an employee is observed experiencing difficulties in maintaining his/her job performance, the apparent difficulties will be discussed with the employee. If the employee is unable to correct his/her job performance difficulties through his/her own efforts, the employee may be referred to a counselor. Employee may, upon request, meet with a Union representative for advice prior to meeting with the counselor.

Section G. The Employer will publicize the Base's drug and alcohol abuse control and rehabilitative program. The Union, in support of the programs, will urge unit members who admit to, or whom they suspect of having drug and alcohol abuse problems to seek help from the Social Action Office or other appropriate sources.

Section H. Nothing in this article will prevent an employee from availing himself/herself of the program's services on his/her own initiative.

ARTICLE 31 **GENERAL**

Section A. The Employer will comply with all laws, rules, and regulations that cover NAF employees and apply them on a fair and equitable basis.

Section B. Employees who are requested and use their own private vehicles to perform official business will be reimbursed as provided by applicable regulations. The official use of privately owned vehicles will be kept 10 an absolute minimum.

ARTICLE 5

MATTERS APPROPRIATE FOR NEGOTIATION

Section A. The Employer agrees to meet and negotiate personnel policies, practices, and matters affecting the work conditions of employee in the bargaining unit in accordance with 5 U.S.C., Chapter 71, Section 7106(b)(1),(2), and (3) as Follows

(1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

(2) procedures which management officials of the agency will observe in exercising any authority under this section; or

(3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

Section B. If the parties do not mutually agree on the proposed changes submitted by the Employer on personnel policies, practices and matters affecting working conditions not specifically covered by this Agreement, the matter will then be considered for negotiation under 5 U.S.C., Chapter 71. Representatives from both parties will meet and at least one member will have the authority to make a binding agreement concerning the change. Union representatives will be granted official time in accordance with applicable laws and regulations. After seven (7) working days of negotiation if agreement is not reached, management may implement the change as long as it does not exceed the scope of their last proposal and provided they notify the Union of the intent and allow seven (7) working days for the Union to file the impasse with the Federal Mediation and Conciliation Services and federal services Impasses Panel. Should the Union file such an impasse with the above authorities, the change shall not be implemented until a decision has been reached by the Federal Services Impasse Panel or agreement is reached between the parties.

Section C. Where the parties mutually agree to any change in personnel policies and practices and matters affecting working conditions not specifically covered by this Agreement, a joint document will be executed and a copy provided to the Union.

Section D. The Employer will be obligated to bargain in good faith on any negotiable Union-initiated proposals concerning matters that are not contained in or covered by the collective bargaining agreement, unless the Union has waived its right to bargain about the subject matter involved.

Section E. All impasses in negotiations will be resolved in accordance with Article 23 of this Agreement.

Section F. It is understood and agreed that any changes on any personnel policies, practices and matters affecting working conditions not covered by this Agreement can only be made by using the procedures outlined in this Article, except for emergency situations.

Section G. The Employer will give the Union a notice often (10) working days for their review prior to implementing any proposed changes in personnel policies, practices and matters affecting working conditions not covered by this Agreement. The Union will respond as soon as possible and if after ten (10) working days the Union does not respond the Employer may proceed with the implementation.

ARTICLE 6

UNION REPRESENTATION

Section A. A total often (10) stewards may be designated by the Chief Steward so that each employee in the unit will have reasonable access to a steward. The Union President or designee shall supply the Employer in writing and maintain with the Employer on a current basis a current complete list of all elected officers, committeemen, all other representatives, and all authorized Union stewards. The stewards shall be selected to generally represent the geographical areas of assignment.

Section B. Should it be necessary for a Union steward to leave the work area, he/she shall request permission of his/her supervisor and the supervisor of the section he/she intends to visit. Unless there are compelling reasons to the contrary, the steward will be released. The steward will report to his/her supervisor upon return to the work station.

Section C. Reasonable time during work hours will be granted to Union representatives and aggrieved employees for attendance at meetings with management officials. Reasonable time will also be allowed for representatives to meet with employees to discuss grievances and other appropriate matters outlined in 5 U.S.C., Chapter 71, Section 7131.

Section D. Official representatives of AFGE will be permitted to visit Barksdale, subject to safety and security regulations, for the purpose of accomplishing official Union business.

Section E. An employee may handle his/her own grievance. However, if he/she desires representation for a grievance filed under the negotiated Agreement, he/she must be represented by the Union. The Union has a right to be represented at formal discussions between management and employees or employee representatives concerning individual employee grievances, personnel policies and practices or other matters affecting general working conditions of employees in the unit. This right to be present does not extend to informal discussions or personal problems between an employee and supervisory officials. However, if such discussions involve personnel policies or other matters which the Employer is obligated to discuss or negotiate with the Union, such decisions will not be made until this obligation is discharged and will not conflict with existing Agreements with the Union.

unit, separated from employment at Barksdale AFB LA, insufficient income during pay period, leave without pay, or loss of membership in the Union.

(3) Total number of employee members of the Union for whom dues were withheld, total amount thereof, and net amount of remittances to the Union each pay period.

Section G. Parties stated in Section A agree, respectively, to issue the following notices:

(1) The Union will submit SF's 1187 to NAFFMO (2 SVS/SVF) which will become effective the first complete pay period after receipt.

(2) The Union will notify the NAFFMO (2 SVS/SVF) in writing five (5) workdays following the effective date of Union action to expel members to permit termination of allotments at the beginning of the pay period following such action.

(3) The Employer will attach a copy of each written employee revocation of allotment 10 the listing described in Section F above for the pay period in which such revocation becomes effective.

(4) Upon the issuance of a certification consolidation of units, the terms and conditions of agreements covering those units embodied in the consolidation shall remain in effect, except as mutually agreed by the parties, until a new agreement covering the consolidated unit becomes effective.

ARTICLE 30

DRUG AND ALCOHOL ABUSE

Section A. The parties recognize drug and alcohol abuse as illnesses which are treatable. The concern of both parties is limited to drug and alcohol use which result in job related problems.

Section B. The Employer will provide administrative procedures for referral of employees to a counselor for problems involving drug and alcohol abuse. The Employer will also provide administrative procedures for referral to community resources outside Barksdale AFB for treatment and treatment follow-up.

Section C. The Employer will follow the drug and alcohol abuse policy and procedure. Referrals for assistance will not be used for purposes other than improvement of employees' health and referral for treatment of illness.

Section D. The program will comply with appropriate Air Force Regulations. At a minimum they include assurances that:

Section C. The procedure and effective date of authorization shall be as follows:

(1) The Union shall inform each of its members of the voluntary nature of authorizing allotment of their pay to cover membership dues, prescribed procedures for authorizing the allotment, and the provisions and procedures by which such authorization may be revoked.

(2) Union officials are responsible to designate the responsible individual to certify the requirement in (1) above, for all SF's 1187 completed by employees members and is responsible for its submission to NAFFMO (2SVS/SVF) through the Human Resources Office (2SVS/SVXH) for authentication of bargaining unit status. SF's 1187 received directly from employee members will not be accepted.

(3) Allotments shall become effective on the first completed pay period after the properly completed and signed form is received by the NAFFMO (2SVS/SVF), and shall continue in effect until terminated pursuant to this Agreement.

Section D. Allotted dues will be withheld each pay period in the amount indicated in Section A SF 1187. If the amount of the regular dues is changed by the Union, the President thereof will notify the NAFFMO in writing of the rate and effective dates. The amended amount will be effective on the first completed pay period after receipt of such notice, unless a later date is specified by the Union. Only one such change may be made in any period of twelve consecutive months.

Section E. The Employer will terminate allotments under the following conditions:

(1) The beginning of the first pay period after loss of the required recognition making the Union eligible for this payroll deduction service.

(2) Effective at the end of the pay period during which employee separates.

(3) The beginning of the first pay period after the employee has been in dues withholding for one year and then September each year thereafter, and after receipt of a written revocation of allotment (SF 1188 or other written employee request). Employee request for revocation of allotment will be submitted direct to the NAFFMO (2SVS/SVF).

Section F. Within five (5) workdays following the issuance of employee pay checks, the Employer will remit the amount due to the AFGC Local 2000, to be mailed to P.O. Box 299, BAFB LA 71110-0299. Each remittance check will be accompanied by a listing containing:

(1) Name of employees for whom deductions were made and amount of each deduction.

(2) Name of employee members for whom allotment have been permanently or temporarily stopped and the reason therefore, e.g., revocation of allotment, movement out of

Section F. Union representatives and aggrieved employees shall be permitted reasonable time while preparing for grievance appeals and hearings.

Section G. Stewards are authorized to perform and discharge the duties and responsibilities which may be properly assigned to them by the Union. Solicitation of membership dues, etc., and other internal business of the Union shall not be conducted during the duty hours of the employees concerned.

Section H. There shall be no restraint, interference, coercion or discrimination against a Union representative because of the performance of his/her duties.

ARTICLE 7

LABOR-MANAGEMENT COOPERATION

Section A. The Employer will annually, upon request, furnish the Union a list of the names, position title, grades and organizations of all NAF employees under their jurisdiction.

Section B. The Employer and the Union will establish a Joint Labor-Management Committee of three (3) members each. Meetings will normally be held on a monthly basis or as needed and at a convenient location agreed to by both parties. Agenda items will be submitted by both parties at least three (3) days prior to the meeting. Records of proceedings will be kept alternately by the parties and the party keeping the records will provide the other with a copy.

Section C. The Joint Labor-Management Committee shall have as its purpose and shall give consideration to such matters as: (1) the correction of conditions causing grievances and misunderstandings; (2) the encouragement of good human relations in employee-supervisor relationships; (3) the promotion of education and training; (4) the betterment of employee working conditions; (5) the strengthening of employee morale; and, (6) improvement of patron services and financial well-being of the NAF activities. However, it is agreed that individual grievances will not be taking up during committee meetings.

Section D. The Labor-Management Committee shall establish Gain Share, Quality, Customer Service, and other subcommittees as needed to recommend ways to improve NAFs, promote increased customer patronage, and promote employee participation in improving financial solvency through teamwork. A subcommittees' progress and/or recommendations shall be submitted to the Labor-Management Committee prior to the monthly meeting as an agenda item. Final action on recommendations will be provided the Labor-Management Committee to evaluate progress and improvements. The Labor-Management Committee shall share information between the parties necessary to conduct business and assess effectiveness of Committee actions. When Committee recommendations are approved and signed by appropriate management authority and the Union that will satisfy all bargaining requirements.

Section E. The Union agrees to cooperate with the Employer in truly voluntary charity drives and to lend its support to these worthy causes. In conducting these drives, the parties will be guided by appropriate regulations which provide that no compulsion or reprisals will be tolerated.

Section F. The Employer will inform each new employee of the Union's exclusive recognition during the initial orientation and will be introduced to the Union representative working in the employee's work area. The employer will provide each category employee a copy of the negotiated Agreement and 100 additional copies to the Union for its use.

Section G. ULP Settlement:

(1) The parties to this Agreement recognize that it is in the best interest of all parties concerned that disagreements and disputes be resolved amicably and promptly. It is therefore agreed that employees, the Union and the Employer will attempt to resolve all grievances, complaints, disputes and changes of unfair labor practices at the lowest possible level in accordance with the applicable procedure. The parties further agree that no penalty or reprisal will be taken for having filed a complaint, grievance or changes of unfair labor practices.

(2) In the event the Employer or the Union believes that an unfair labor practice has occurred, the matter will be resolved in accordance with the following:

(a) The charging party (the Employer or designee for the Employer; the Union President or designee for the Union) agrees to give the other party (the LRO or designee for the Employer; the Union President for the Union) a ten (10) calendar day notice of intent to file a charge of unfair labor practice.

(b) The notice may be oral or in writing but must contain sufficient information and specificity to identify and clarify the basis for the charge to promptly investigate the matter and take appropriate corrective action to resolve the matter if possible.

(c) Within five (5) days after the notice of intent to file is provided, the parties agree to meet and attempt to resolve the matter informally.

(d) If the party against whom charges will be filed refuses to participate in the above procedure, the charging party may proceed to file charges directly with the appropriate Federal Labor Relations Authority (FLRA).

(3) Nothing in this Agreement is intended to preclude either party from using the procedures established by the FLRA to resolve charges of unfair labor practices. Therefore, the provisions of this Agreement may be waived only if either party would be prevented from meeting FLRA's six month time limit to file a ULP.

(C) Regular employees with 10 to 20 years services using SCD-RIF.

(d) Regular employees with 20 or more year's services using SCD-RIF.

Section H.

(1) The minimum advance notice for regular employees is fourteen (14) calendar days for a non-separation action and thirty (30) calendar days for a separation action.

(2) The minimum advance notice for flexible employees is seven (7) calendar days for a non-separation action and fourteen (14) calendar days for a separation action.

(3) Under emergency conditions, a minimum 24 hours advance notice may be giving for other than separation actions.

Section I. The parties agree that in the event a business based action requires regular category employees to be changed to a flexible category, the provisions of this Agreement will not prevent negotiations to reinstate these affected employees to regular category should the financial status of the affected NAFLI improves to support such change.

ARTICLE 29

DUES WITHHOLDING

Section A. It is agreed that the Employer herein referred to as Barksdale Air Force Base, LA, enters into dues withholding agreement with Labor organization, herein referred to as American Federation of Government Employees Local 2000, BAFB LA. Both parties agree, under the authority of AFMAN 34-3 10 to the following requirements, conditions, and procedures for withholding and remitting the dues of employee members of said Local who voluntarily authorize allotments from their pay for this purpose.

Section B. Any employee officially assigned to Barksdale AFB LA and paid from NAFLI funds, who is a member in good standing of Local 2000, may authorize an allotment of pay for the payment of dues for such membership, provided:

(1) The employee is included in the unit for which required recognition has been granted.

(2) The employee has completed SF 1187, Request for Payroll Deductions for Labor Organization Dues.

(3) The employee's pay period earnings are regularly sufficient to cover the allotment after all other legal deductions have been made.

Section E. Records of evaluations and rating will be kept in accordance with existing regulations.

ARTICLE 28

BUSINESS BASED ACTIONS

Section A. Prior to providing written advance notice to employees affected by business based actions (BBA) and at the earliest possible date, the Employer will provide the Union with all details including the reasons for the BBA, the number and specific positions affected, and the estimated date the actions will take place.

Section B. In the event of a BBA, existing vacancies for which recruitment has been requested may be used for placement offers to qualified affected employees to avoid separation from NAF employment. All BBA's will be carried out in strict compliance with applicable laws, directives and this Agreement.

Section C. In the event of a BBA, the parties agree to cooperate with the employees, State Employment Services, and other activities necessary in determining the rights to be offered the separating employee(s) and will inform employee(s) of the method and procedures to follow in applying for benefits and reemployment.

Section D. All employees who are separated because of a BBA will be placed on a Reemployment Priority List (RPL) for placement assistance in accordance with applicable rules and directives. Such employees will be given preference for reemployment as provided in such rules and directives. It is understood that such employees will remain on the RPL until reemployed in an equivalent position or for a period of one (1) year, whichever occurs first.

Section E. Subject to exceptions under appropriate directives, an employee affected by OBA must meet the minimum qualifications requirements of any position the Employer may offer the employee.

Section F. An employee adversely affected by a BBA has the right along with his/her Union representative, when designated, to inspect the BBA records, subject to the Privacy Act.

Section G. In addition to the business based actions procedures in AFMAN 34-310, Chapter 6, add the following to Category 4 of the ranking order of employees to be affected:

- (1) Category 4
 - (a) Regular employees who have completed their probationary period with up to 5 years service using SCD-RIF.
 - (b) Regular employees with 5 to 10 years services using SCD-RIF.

ARTICLE 8

DISCIPLINARY ACTIONS

Section A. An employee has the right to request Union representation at any examination of the employee by an official of the agency in connection with an investigation if the employee believes disciplinary action may result. If the employee requests a Union representative be present at the examination, questioning shall stop and not resume until the representative is present. The representative must avail himself/herself within two (2) workdays.

Section B. The Employer or designated representative will verbally inform assigned employees of their Weingarten rights for representation annually. On initial indoctrination, newly assigned employees will be informed of this right. The notice will be initiated by the employee and filed in the Supervisor's Employee Work Folder. The notice of Weingarten rights will be posted on official bulletin boards. The Union will work cooperatively with management to ensure employees are fully aware of their rights.

Section C. Prior to taking disciplinary action, the Employer has the responsibility of ascertaining and taking into consideration all pertinent facts. The employer agrees that prior to taking disciplinary action the Employer or designee will:

- (1) Informally discuss with the employee and his/her Union representation (If requested) the basis for any proposed disciplinary action.
- (2) Carefully consider the employee's views.
- (3) Inform the employee of the reasons which justify the action when a decision to institute a disciplinary action is made.
- (4) All written notices of proposed action will inform employees of their right to representation.

Section D. The Employer agrees to furnish the employee one extra copy of all written proposals and final decisions. If the employee elects to have a Union representative, the extra copy may be provided to the representative.

Section E. If an employee is to be served with a warrant or subpoena, it will be done in private without the knowledge of other employees if it is within the control of the Employer.

Section F. Disciplinary action will only be taken for just and sufficient cause and will be in accordance with applicable regulations.

Section G. All disciplinary actions shall be intended to correct improper behavior. Herefore, the penalties must be appropriate for the offense. It is recognized that disciplinary actions

may include punitive measures; however, correction, not punishment, should be the legitimate goal of such actions.

ARTICLE 9

HOURS OF WORK

Section A. The Employer agrees to the following:

(1) Assignments to tours of duty of employees on regularly scheduled tours of duty shall be posted in the work areas at least seven (7) days in advance.

(2) The administrative workweek shall be seven (7) consecutive days, Sunday through Saturday. The basic scheduled workweek shall normally be Monday through Friday. The two

(2) days outside the basic workweek should be consecutive if possible except when the mission requirements dictate otherwise. Within the administrative workweek, the guaranteed workweek for regular NAF employees will not exceed 40 hours, exclusive of meal times. When possible, 2 consecutive days off will be provided during each administrative workweek. However, the guaranteed workweek may be scheduled over a period of 6 days, provided the total scheduled hours do not exceed 40 hours per week only when necessary to meet work-load requirements or to accommodate an employee's request.

(3) The working hours in each day in the basic work-week shall be the same unless the mission dictates otherwise or unless requested by the employee and approved.

(4) The basic non-overtime workday shall not exceed eight (8) hours.

(5) The occurrence of holidays shall not affect the designation of the basic workweek.

(6) Breaks in working hours of more than one (1) hour shall not be scheduled in any day of the basic workweek except when split shifts are dictated by the workload or unless requested by the employee and approved.

(7) Flexible category employees who continuously work regularly scheduled shifts of 35 or more hours per week over a period of time covering eight (8) consecutive pay periods will have their employment category changed from flexible to regular. Excluded are employees engaged in seasonal work. Employees shall not be scheduled short of the above specified time periods merely to avoid changes in category.

Section B. Unless the mission dictates otherwise, shift work employees should have their tour of duty arranged to allow each employee two (2) consecutive days off in each administrative workweek. Provided all other factors are equal, regular employees days off shall be governed by seniority.

by the employee. Any adverse entry is subject to the negotiated grievance procedure if the employee believes it is unjustified.

Section B. An employee may have access on duty time to inspect any document not otherwise excluded from review by appropriate regulations in the employee's OPF or any other personnel record pertaining to the employee. An employee's representative who has been authorized in writing by the employee may have official time to review the employee's personnel records. Employees shall obtain the permission of their supervisors for visits to the Human Resources Office. Permission for such visits shall be granted within a reasonable period of time. The Employer agrees to explain the documents and assist the employee in reviewing the documents in his/her OPF.

Section C. Release of information in the official personnel folder to other than the employee or their authorized representative will be made in accordance with AFMAN 34-310, paragraph 2.8...

Section D. Any written record in an employee's personnel file of a disciplinary action of a letter of reprimand or less will be removed after two years. No record of disciplinary action, ruled to be unfounded, will be placed in an employee's OPF except as required by regulations, nor will it be considered in connection with any other disciplinary action, promotion, etc.

ARTICLE 27

PERFORMANCE EVALUATION

Section A. Standards of performance may be established by the rating official unless established by higher authority. The Employer and Union agree that formulation and knowledge of performance standards will promote greater understanding and improved performance.

Section B. In evaluating the individual, the rating official has a responsibility to render an objective evaluation. Objective performance evaluations will not be influenced by non-supportable derogatory statements of others not involved in the evaluation process. Evaluations will be based solely on job performance.

Section C. If the need for counseling arises, a copy of any written report on adverse counseling will be given to the employee involved within twenty-four (24) hours upon request. Counseling shall normally be conducted by the employee's immediate supervisor or higher level management official.

Section D. Upon request, the Employer shall reveal to the employee all records and/or evidence which is the basis for the evaluation. Actions taken as a result of an adverse evaluation may be grieved through the negotiated grievance procedure.

A lump sum amount, if any, available for distribution to assigned personnel will be provided to the Incentive Awards Committee to recommend the process for equitable distribution. When Committee recommendations are approved and signed by appropriate management authority and the Union that will satisfy all bargaining requirements. The Employer retains the right to disapprove receipt of this incentive on an individual case-by-case exceptional basis such as un-acceptable performance, misconduct, etc.

ARTICLE 25

PAY PRACTICES

Section A. Shift differential will be authorized and paid to all NAF employees in accordance with procedures in applicable directives.

Section B. Premium pay for Sundays and holidays will be authorized and paid in accordance with applicable directives.

Section C. Severance Pay entitlement will extend to employees in accordance with applicable directives and the following:

(1) An employee being in employment category from regular to flexible will be considered a separated action for severance pay entitlement. If the employee is subsequently reinstated from a flexible category to regular category that was effected as a result of a BBA, repayment of severance pay received will be made.

(2) Eligible employees may elect payment of severance pay in either lump sum or in bi-weekly installments.

Section D. Employees may receive advanced salary payments, upon request in emergency situations that are substantiated by the supervisor, in an amount equal to earned pay excluding authorized deductions.

ARTICLE 26

EMPLOYEE PERSONNEL FILES

Section A. No derogatory material of any nature which might reflect adversely upon an employee's character or career will be placed in his/her OPF, AF Form 971, Supervisor's Record of Employee; or any other personnel file without his/her knowledge unless such disclosure is prohibited by status or regulations. No such document except AF Form 3527, NAF Performance Evaluation; AF Form 971; and those the disclosure of which is prohibited by statute or regulation may be used against an employee unless he/she received a copy at the time the entry was made. With respect to the AF Form 971 entries, the employee will initial all derogatory entries which merely indicates acknowledgment of the entry but not necessarily agreement. The Employer will provide a copy of the AF Form 971 and 3527 when requested

Section C. Individual temporary changes in the regularly scheduled tours of duty shall be in compliance with applicable laws and regulations and posted in the work area no later than seven (7) days prior to the beginning of the administrative workweek affected except where substantial increase in workload or a substantial increase in cost would occur. Notices of a change of the normal tour of duty shall contain the following:

- (1) New hours of the tour.
- (2) Reasons, including the circumstances, for the change.
- (3) Signature of the authorizing official.

Section D. Individual temporary changes in the tours of duty will be distributed and rotated equitably among qualified employees. When additional hours over those hours regularly scheduled become available during the workweek, first consideration shall normally be given to regular assigned employees to work up to eight (8) hours per day and/or forty (40) hours per week on a fair and equitable basis depending on skills and qualifications needed to perform the work.

Section E. Tours of duty shall not be established or modified solely for the purpose of avoiding the payment of holiday, premium, or overtime pay for employees not subject to 5 U.S.C. 5342(a)(2)(B) (employees other than prevailing rate employees). These restrictions are applicable to prevailing rate employees except when the agency would be seriously handicapped in carrying out its function or that costs would be substantially increased.

Section F. The Employer will provide a reasonable amount of time, consistent with the nature of the work performed, for employees to clean up prior 10 the lunch period and at the end of the workday. In the same manner, a reasonable amount of time will be allowed for employees for the storage, clean-up and protection of Government property, equipment and tools prior to the end of the workday.

Section G. Unless there are compelling reasons to the contrary, each shift shall be allowed a paid fifteen (15) minute rest period for each consecutive four (4) hour period worked.

Section H. Within a NAFI, when a vacancy is available and upon request, employees with the most seniority will be considered for transfers from one fixed shift to another fixed shift and from like job to like job provided the employee is capable of performing the work.

Section I. The Employer agrees that unless the mission dictates otherwise no officer or steward will be transferred from one set shift to another nor will they be detailed from their section to another for other than short periods during their terms of office.

Section J. The parties agree that the number of hours worked determine the take home pay of employees; therefore, such hours shall be equitably assigned, scheduled and/or worked

to the maximum extent possible considering workload requirements and the employees' skills and qualifications to perform the work.

ARTICLE 10

OVERTIME

Section A. Overtime assignments will be distributed and rotated equitable among qualified employees within the work area in accordance with their particular skills. Supervisors shall not assign overtime work to employees as a reward or penalty.

Section B. In the assignment of overtime, the Employer agrees to provide the employee with as much advance notice as possible. Any employee designated to work overtime will be notified at least twenty-four hours in advance except to meet unanticipated workload requirement. When overtime is to be performed on a holiday, two (2) days advance notice if possible will be given to employees affected.

Section C. Employees in an overtime status shall be allowed a fifteen (15) minute paid break for each continuous four (4) hour period worked.

Section D. Employees either in training or on details shall be considered for overtime upon return to their section, subject to the provisions of section A of this article.

Section E. Employees called in to work outside of, and unconnected with, their basic scheduled workweek shall be paid a minimum of two (2) hours pay, regardless of whether the employee is required to work the entire two (2) hours. Compulsory assignment of overtime will take adverse impact on an employee into consideration.

ARTICLE 11

PROMOTIONS

Section A. The Employer will utilize to the maximum extent possible the skills and talents of its employees. Therefore, consideration will be giving to filling vacant positions with employees from within the NAF area. All promotions will be made in accordance with current NAF personnel policy and procedures. All in-house candidates will be considered only after all priority placements have been considered.

Section B. When the internal fill source has been selected, the minimum area of consideration will be the NAFI in which the vacancy is located.

(1) Job opportunity announcements for all vacant regular category position for which recruitment to fill has been initiated will be posted in the Human Resources Office for at least five (5) calendar days, excluding Saturday, Sunday, and holidays prior to the closing date for accepting application for consideration.

impasse to the FSIP (Federal Service Impasses Panel).

ARTICLE 24

INCENTIVE AWARDS AND SUGGESTION PROGRAM

Section A. The Employer and the Union will encourage eligible employees to present suggestions to promote efficiency, economy, and other improvements in NAFI operations which could result in incentive awards. Suggestions will be processed in a timely manner.

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

Section C. Explanation for rejection of all suggestions will be made by the applicable management official. The employee will be afforded the opportunity to review the suggestion file if the employee so desires.

Section D. The parties agree that NAF employees play an important part in the efficiency and economical operation of the activity, and should be recognized for exceptional and noteworthy contributions. Monetary awards or other forms of recognition shall be applied and implemented for employees on an equitable basis in accordance with applicable directives and this Agreement. All changes to the established written procedures on types of incentive awards shall be provided the Union for bargaining in accordance with Article 5.

Section E. An Incentive Awards Committee shall be convened annually prior to the close of the NAF Employee Performance Evaluation cycle to recommend procedure for the equitable distribution of designated funds for performance awards. The committee shall normally be composed of no more than eight (8) members; four (4) management representatives and, four (4) employees of which one shall be a Union representative. The employees shall be designated by the Union President or designee. Employees appointed will be released on duty time to serve on the committee, if otherwise in a duty status, subject to workload considerations and/or substantially increased cost to the activity. Committee recommendation will be based on a minimum three-fourths majority vote. The Union agrees to accept approved committee recommendations.

Section F. The parties agree that the Nonappropriated Fund Instrumentalities of Barksdale AFB are conducted for the comfort, pleasure, contentment, and mental and physical improvement of personnel of the armed forces and, as such, do not operate for a profit other than to sustain the operations. The Employer will establish a baseline productivity level, using the Morale Welfare recreation Fund (MWRF) goal that is established by the Major Air Command (Air Combat Command), in determining excess funds for gainsharing by assigned employees. The period 1 October through 30 September (12 Months) will be used in determining funds for gainsharing. When MWRF funds exceed the established baseline productivity level as of the end of Fiscal Year (30 September), one-half of the funds in excess of the baseline will be returned to assigned personnel in the form of monetary incentive awards.

(b) An arbitration hearing should be used only when a formal hearing is necessary to develop and establish the facts relevant to the issue. A formal hearing is convened and conducted by the arbitrator and may be requested by either party.

(4) The parties agree that this expedited arbitration procedure is to provide a swift and economical method for the resolution of grievances. The parties agree to take positive action to see that this purpose is fulfilled. If a hearing is held, the hearing shall be informal. The hearing shall be scheduled for more than thirty (30) calendar days after notification to the arbitrator. If the designated arbitrator is not available to conduct the hearing within thirty (30) calendar days, the next panel member in rotation shall be contracted until an available arbitrator is obtained. If no arbitrator is available within the thirty (30) calendar days, the first available arbitrator on the panel of arbitrators will be selected. No pre- or post-hearing briefs will be filed or transcripts made. There will be no formal rules of evidence. Either party may have up to four (4) witnesses unless it is determined by mutual agreement or the arbitrator that more are necessary and either party may present evidence and exhibits in support of their respective positions.

(5) A hearing should normally not require more than four (4) hours with each party being allowed up to two (2) hours to examine witnesses and make opening and closing statements. The arbitrator shall ensure that the length of time of the hearing is not unnecessarily extended because of testimony that is irrelevant or repetitious. The arbitrator may also waive the time limit and reduce the number of witnesses for good and sufficient cause as determined by the arbitrator.

(6) The arbitrator may issue a bench decision at the hearing, but in any event, the arbitrator shall issue a brief written decision within fifteen (15) calendar days after conclusion of the hearing. This decision shall be based on the record developed by the parties before and at the hearing, if any, and shall include a brief written explanation of the reasons for the decision.

(7) Either party may file with the federal Labor Relations Authority an exception to the expedited arbitration award. If exceptions are not timely filed, the arbitrator's decision shall be final and binding on both parties.

Arbitrators under this procedure may be compensated at the rate of no more than \$600.00 per hearing day plus travel expenses. There will be no reimbursement to the arbitrator for expenses incurred for post hearing study or writing. The fee will be equally paid by the parties. The arbitrator will submit a bill for payment with the written decision.

ARTICLE 23

IMPASSES IN NEGOTIATION

If during contract negotiations an impasse is declared by either party, either party may refer the matter to FMCS. If mediation efforts through FMCS fail, either party may submit the

(2) Flexible category employees who would like to be considered for promotion or reassignment should file an application with the Human Resources Office (HRO) at any time and, if they do, will be given consideration before outside candidates are referred.

(3) The Union President will be provided a notice of all regular category vacancies.

(4) The manager of the employing NAFI will notify all assigned employees of the vacancy.

Section C. Since all positions are continually advertised in the HRO, a NAF employee may apply for any other position in their activity or any other activity at any time whether or not a vacancy exists. Once all priority placement have been considered, current NAF employees may be given consideration for vacancies that they qualify for in their activity or any other activity. In situations where an employee cannot submit an application because of unforeseen circumstances such as illness or injury, the supervisor will submit the application consistent with the employee's known desires. The Employer or designee will inform assigned NAF employees semiannually of their right to apply for any of the posted positions at any time.

Section D. It is agreed that vacant positions the Employer has authorized to fill will be filled from among qualified applicants, unless waiver of qualifications is used during a business based action. The Union recognized that the Employer has the right to use other employment methods to fill a position.

Section E. The Union President will be provided a copy of job opportunity announcements.

Section F. Job opportunity announcements will include a summary of duties, and may include qualifications and special knowledge of skills required for the position. Additional information is available in the Human Resources Office for every position.

Section G. NAF Performance Evaluations used in the promotion process will be shown to and discussed with the employee.

Section H. A list of qualified candidates for promotion will be forwarded by the Human Resources Office to the selecting supervisor. Upon request, employees who were interviewed and not selected will be informed of the reasons the selectee, if any, was chosen.

Section I. An employee's accumulation of earned annual or sick leave will not be a factor for positions.

Section J. All applications for promotion will be notified by the HRO as to whether they are qualified, not qualified, or ineligible.

Section K. Management will keep employees advised of weaknesses in their job performance and will counsel employees on how to improve their chances for promotion within the jurisdiction of the supervisor.

Section L. If the need for a detail is known to be needed for more than 60 days, the employee will be temporarily reassigned rather than detailed. If the temporary reassignment is to a higher-graded or pay band position, the employee will be temporarily promoted to the grade of the position when eligible for promotion.

Section M. Employees who have been selected for promotion change to another activity will be usually released within fifteen (15) calendar days after the losing supervisor has been notified. An extension of no more than ten (10) additional calendar days must be mutually agreed upon by both losing and selecting supervisors. This extension is to train a replacement or other emergency needs, but, in no case is an employee's release date conditioned on the ability to get a replacement. The HRO will establish the effective date in conjunction with the beginning of a new pay period.

ARTICLE 12

CLASSIFICATION

Section A. Employer agrees to provide each employee with a copy of the position guide and/or job description for the position to which the employee is assigned. The position guide and/or job description shall accurately and realistically reflect the major duties which the employee is expected to perform on a regular and recurring basis. Other incidental tasks or duties may be required of an employee for successful operation of the NAFI.

Section B. Employees shall be given the opportunity at least once each year to review their position guides and/or job descriptions and discuss it with their supervisor or other appropriate management official. If, after reviewing the position guide and/or job description, an employee believes that something should be added or deleted, a written request may be submitted by the employee to the appropriate management official who shall concur or non-concur with the request. Should a dispute develop over the accuracy of the description of duties, management shall investigate and make a determination on the matter. If the employee is dissatisfied with the determination of management, the matter may then be referred to the negotiated grievance procedures.

Section C. It is understood that the accuracy of the position guide and/or description and the official classification of the job are factors in determining the rate of pay. Therefore, complaints of the classification (pay system, grade or pay band, series, or title) may be referred to the classification appeal procedures in accordance with AFMAN 34-310, Chapter 17, paragraph 17.13.

exception to an arbitrator's award. Exceptions must be filed within the 30-days period beginning on the date the award is served on the party. If exceptions are not timely filed, the award shall be final and binding.

Section J. Expedited Arbitration:

(1) The parties agree that individual employee grievances on matters listed below will be arbitrated using the expedited procedure unless the parties mutually agree to refer the matter to the regular arbitration procedure. Further, the parties may agree to include any subject not listed in expedited arbitration. Any such agreement will be in writing. Expedited arbitration may not be used for Union or Employer grievance. Employee group grievances may be included by mutual agreement. Awards rendered in the expedited procedure will have no precedential value. Grievances involving the following issues must be arbitrated under this procedure.

- (a) Disciplinary actions resulting in a 1-day suspension or less severe penalties.
- (b) Entries on AF Form 971.
- (c) Matters regarding leave.
- (d) Performance evaluations.
- (e) AWOL.
- (f) Overtime.
- (g) Description of duties on position description and/or position guide.
- (h) Work hours.
- (i) Other matters mutually agreed upon.

(2) The arbitrator selection process shall be as provided in Section B. The request for a panel of arbitrators to FMCS shall specify the arbitration will be under the expedited procedure.

(3) The process to be used by the arbitrator may be one of the following:

(a) A stipulation of facts to the arbitrator may be used when both parties agree to the facts at issue and both parties agree that a hearing would serve no purpose. In that case, all facts, data, and documentation are jointly submitted and sent by registered mail (return receipt requested) to the arbitrator with a request for a decision based on the facts presented. In such a case, each party will retain a copy of the stipulation of facts.

decided by the arbitrator as a threshold issue concurrently at the hearing. Upon mutual agreement of the parties, such threshold issues may be submitted to the arbitrator by brief and decided prior to a hearing on the merits of the underlying grievance.

Section F. Time Limits for Arbitrator's Decision: The arbitrator will be requested to render his/her decision as quickly as possible, but in any event not later than thirty (30) days after receipt of post-hearing briefs, or conclusion of the hearing, whichever is later unless the parties mutually agree to extend the time limit.

Section G. Arbitrator's Authority: The arbitrator is expressly prohibited from adding to, deleting, modifying, or changing any of the provisions of this Agreement. The arbitrator's award shall be binding on the parties. However, either party may file exceptions to an award under regulations prescribed by 5 U.S.C., Chapter 71. The arbitrator shall have the authority to resolve any questions of arbitration and interpret and define the explicit terms of this agreement and application of Agency policy as necessary to render a decision.

Section H. Arbitration Process:

(1) The arbitration hearing shall be held on the Employer's premises during the regular day shift work hours of the basic workweek. An employee of the unit, serving as the grieving's representative, the aggrieved employee, and employee witnesses who are otherwise in a duty status shall be excused from duty, as necessary, to participate in the arbitration proceedings without loss of pay or annual leave. No premium pay entitlement shall be earned by employees participating in arbitration proceedings.

(2) Any dispute over the application of an arbitrator's award shall be returned to the arbitrator within five (5) workdays after receipt of the arbitrator's decision for settlement, including remanded awards.

(3) Should either party fail to appear at the arbitrator's hearing, this shall be just cause for the arbitrator to give a decision based upon available information. All costs incurred shall be paid by the party failing to appear.

(4) If the arbitrator agrees that the issue is arbitrable or grievable, the arbitrator shall hear arguments regarding both arbitrability and the merits of the case at the same hearing. However, the parties may mutually agree otherwise such as highly complex cases which would involve several days of hearings.

(5) The arbitrator has full authority to award attorney fees in accordance with the standards of 5 U.S.C.

Section I. Exceptions: The procedure for judicial review of an arbitrator's award is established solely by Federal statute; 5 U.S.C. Sections 7121 and 7122. Nothing in this article is intended to modify the rights and procedures provided by these and other statutes. Either party to an arbitration may file with the Federal Labor Relations Authority (FLRA) an

ARTICLE 13

DETAILS

Section A. A detail is the temporary assignment of an employee to a different position without a change in pay. An employee returns to his/her original position at the end of the detail. Details are used to meet temporary needs when work requirements cannot be met by other desirable or practical means and should be kept to the shortest period necessary.

Section B. Details must be made a matter of record because the experience and training gained by the employee may be important for later permanent placement action. The employee is notified in writing of the detail prior to beginning the detail. The Human resources Program Office is then provided a copy of the detail for filing in the Official Personnel File. Details are recorded on the AF Form 971, Supervisor's record of Employee.

ARTICLE 14

PUBLICITY

Section A. Sufficient bulletin board space (24" x 24") will be provided in appropriate work area for the display of Union literature, correspondence, notices, etc. Approval of literature is not necessary; however, items posted must not violate the security of the Air Force or contain scurrilous or libelous information. Neither party may remove the other party's documents from the bulletin boards. If the space provided is not sufficient, the Union may request management to review the need for additional space.

Section B. the employer will make available to the Union, upon request and consistent with prescribed regulations and procedures and space availability, the media of the base newspaper and the NAF Newsletter for the purpose of imparting factual Union information that would not violate the neutrality of the base.

Section C. Copies of this Agreement will be distributed to employees in accordance with Article 7, section F. Agency regulations, directives and change thereto will be made available to the Union.

Section D. Union literature may be distributed provided it is done during the non-duty hours of all employees involved.

ARTICLE 15

EQUAL EMPLOYMENT OPPORTUNITY

Section A. The Employer and the Union agree to cooperate in providing equal opportunity in employment for all persons, to prohibit discrimination because of age, race, color,

handicap, religion, sex or national origin and to promote the full realization of equal employment opportunity in accordance with appropriate directives.

Section B. The Employer and the Union will continue in their efforts to eradicate every form of discrimination from the work place.

Section C. the Union President may submit a list of names from the unit for appointment of one individual to serve as a representative of the EEO Committee. The Union may submit names to Human Resources Officer or designee for consideration for appointment as EEO Counselor. During the term of any appointment such EEO Counselors will not handle employees' grievances or appeals. Candidates selected shall meet the criteria established by the program and will be trained in accordance with the provisions of applicable regulations. Counselors will serve under the direction of the Chief Equal Employment Opportunity Counselor.

Section D. The Employer will provide as many EEO Counselors and other officials as may be necessary to carry out the functions of the program.

Section E. The Employer shall make reasonable accommodations to the religious needs of employees in accordance with appropriated regulations.

Section F. The Employer shall publicize the EEO officials by posting names, work locations, and work telephone numbers permanently on centrally located bulletin boards.

Section G. For recognition of the Union's role as exclusive representative, the Employer agrees to the following:

(1) EEO Counselors will be required to inform complaints covered by this Agreement of the right to a representative of their choosing during pre-complaint counseling, and at every stage of the complaint proceeding. Bargaining unit employees being interviewed shall have the right to Union representation upon request.

(2) The Union shall have the right to attend discrimination complaint hearings in accordance with appropriated regulations when selected to represent the complainant.

ARTICLE 16

LEAVE

Section A. Annual leave is a right of regular employees and not a privilege. Consistent with the needs of the Employer, accrued annual leave which is requested in advance will be approved by the employee's immediate supervisor or higher authority. It will be the responsibility of the supervisor in consultation with the employee to schedule annual leave so that it will not be forfeited.

ARTICLE 22

ARBITRATION

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

Section B. Selection of Arbitrator: within five (5) workdays from the date of receipt of an arbitration notice, the parties shall request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven (7) impartial persons qualified to act as arbitrators. If for any reason either party refuses to request a list from FMCS, the other party may request the list of arbitrators from FMCS. A brief statement of the issue(s) in dispute should accompany the request to enable FMCS to submit names of arbitrators with experience in settle like issue(s). A copy of this article relating to arbitration of the grievance shall accompany the request. Within five (5) workdays after receipt of the panel of arbitrators from FMCS, the parties shall meet to select an arbitrator. The party striking the first name shall decide by the flip of a coin. The parties will alternately strike one (1) arbitrator's name from the list until one (1) name remains on the list. The remaining name shall be duly selected as arbitrator.

Section C. If for any reason either party refuse to participate in the selection of an arbitrator from the list, FMCS shall be empowered to make a direct designation of an arbitrator.

Section D. Expenses:

(1) The arbitrator's fee and expenses of regular arbitration, if any, shall be borne equally by the employer and the Union. The cost of the arbitrator's travel and per diem should not exceed that authorized for DoD employees in appropriate directives. Arbitrator's fees shall be paid to the arbitrator after the final decision is rendered and received. If requested by the arbitrator, a verbatim transcript will be taken. The cost of the transcript will be included in the total cost of arbitration. If either party requests a transcript, the requesting party will pay the full cost. If the other party requests a copy, they will pay one-half of the total cost for the transcripts. No request for a copy of the transcript will be made under the Freedom of Information Act.

(2) If a cancellation fee is incurred, the party withdrawing from arbitration shall be responsible for the full cost of such cancellation fee unless the withdrawal is by virtue of a written settlement between the parties.

Section E. Issue for Arbitration: If the parties fail to agree on a joint submission of the issue for arbitration, each party shall submit a separate submission and the arbitrator shall determine the issue of issues to be heard. Any issue on grievability or arbitrability will be

grievance. The meeting may be continued if a mediator is requested as an alternate form of settling the dispute. The 2 SVS/CC or designee will give the grievant and Union representative a written answer within seven (7) working days after the meeting.

Section H. (Step 3).

(1) If the grievance is not settled by the 2 SVS/CC or designee, the grievant or Union representative may, within seven (7) working days, forward the grievance to the 2d Support Group Commander (2 SPTG/CC) for further consideration. The 2 SPTG/CC or designee will review the grievance and give the grievant and Union representative a written answer within ten (10) working days after receipt of the grievance or any meeting with the grievant or representative that may be determined necessary to clarify the issue.

(2) If the grievance is not satisfactorily settle at Step 3, the Union may refer the matter to arbitration.

Section I. In the event the Union or Employer has a complaint that may result in a grievance, the complainant or designee may give the other party, at any appropriate level, a seven (7) calendar day's written notice for resolution of the complaint. The parties shall meet within seven (7) calendar days of receipt of the notice to attempt informal resolution. The informal meeting may be continued beyond the seven (7) days if a mediator is requested as an alternate form for settling the dispute. This process will precede the filing of any Union or Employer grievance and an extension of the time limit for filing a grievance will be approved upon request until the informal complaint resolution process is discontinued by either party.

Section J. Union grievances may be submitted by the Union President or designee within fifteen (15) calendar days after the Union becomes aware of the grievance issue to the 2 SPTG/CC with a copy to the Labor Relations Officer. The 2 SPTG/CC or designee will meet within five (5) working days after receipt of the grievance to discuss the grievance. The 2 SPTG/CC or designee shall give the Union President or designee a written answer within ten (10) working days after the meeting. If the grievance is not settled by this method, the Union may refer the matter to arbitration. Nothing herein will preclude either party from attempting to settle such grievances at all levels.

Section K. employer grievances may be submitted by the 2 SPTG/CC or designee within fifteen (15) calendar days after the Employer becomes aware of the grievance issue to the Union President. The Union President or designee will meet within five (5) working days after receipt of the grievance to discuss the grievance. The Union President or designee shall give the 2 SPTG/CC or designee a written answer within ten (10) working days after the meeting. If the grievance is not settled by this method, the Employer may refer the matter to arbitration. Nothing herein will preclude either party from attempting to settle such grievances at all levels.

Section J. Supervisors may excuse infrequent tardiness of less than one (1) hour when the supervisor determines the absence was due to circumstances beyond the employee's control. Such excused absence is an administratively authorized absence

Section B. The Employer and the Union agree to follow all applicable leave regulations.

Section C. Management agrees to develop a tentative annual vacation leave schedule for regular employees during January of each year. Any conflict of employees' requested leave dates that cannot otherwise be resolved in discussion with the employees will be resolved by approving leave using seniority by Service Computation Date (SCD)-Leave, considering workload requirements. Employees taking accrued annual leave that was preapproved on the annual leave schedules will be on paid approved absences for eight (8) hours for each day of leave and will have that amount deducted for their accrued leave balances.

Section D. Administration of leave programs and advancement of leave will be in accordance with applicable Air Force directives.

Section E. Except in case of emergency, annual leave must be requested and approved in advance of the absence. The use of annual leave other than on those days and for those hours that the employee would otherwise work and receive pay is prohibited except for the conditions described in Section C. Annual leave for emergency purposes will, workload permitting, be granted to employees who notify their immediate supervisor as soon as possible, normally within two (2) hours, after they were scheduled to report for work and offer a reasonable excuse.

Section F. Sick leave for absences not known in advance must be requested as soon as possible after the employee's shift begins, normally within the first two (2) hours. A medical certificate will not be required for approval of sick leave of three (3) days or less the employee is advised in writing to provide such evidence. The requirement for a medical certificate will be reviewed every six (6) months to determine if a continuation of this requirement is necessary and may be continued only for cause. An employee's signed statement in lieu of a medical certificate will suffice for sick leave of more than three (3) days when an employee is unable to obtain the services of a physician or a visit to the doctor's office is unnecessary, unless he/she is advised in writing to provide a doctor's certificate. In this case, the employee's certification showing satisfactory evidence of incapacitation for duty may be accepted.

Section G. Advance sick leave may be granted for up to 30 days in case of serious disability, illness, incapacitation, or confinement for childbirth of the employee or member of the employee's family. Any request for advance sick leave must be supported by medical documentation signed by a physician, and must include the diagnosis, prognosis, and a statement indicating the employee is expended to return to normal duty.

Section H. The Employer shall not display individual sick or annual leave records.

Section I. The Employer shall make every effort to provide light details for up to thirty (30) working days for employees unable to perform their full duties of their regular positions when supported by a medical doctor's written recommendations. without loss in in pay. If the decision is made to change the tardiness to leave and the actual period of absence is less than one (1) hour, the employee shall not be required to work the period covered by the leave change.

Section K. Regular employees serving on jury duty shall have their regularly scheduled hours of work rescheduled if necessary to fall during the day shift hours of 0730 to 1600 for the period of time they would otherwise be in a pay status. When regular employees are not actually serving on the jury, and are released by court, they must report for work during regular shift and scheduled hours of work.

ARTICLE 17

HEALTH AND SAFETY

Section A. The Employer will provide a safe and healthful work place for all employees and will comply with applicable laws and regulations relating to the safety and health of its employees. All employees are responsible for prompt reporting of observed unsafe conditions by completing the appropriate form in accordance with Air Force regulations.

Section B. The Employer will compile and maintain a record of all accidents or reported unsafe conditions in accordance with appropriate Air Force regulations.

Section C. The Employer and the Union will continue efforts to eliminate accidents and health hazards. The AFOSH Committee will meet as appropriate for the purpose of exchanging information. One Union representative may be appointed to the committee.

Section D. The Union member of the AFOSH Committee shall be afforded time off from regular duty without loss of pay or change to leave for the purpose of performing duties provided for in this article, if otherwise in a duty status.

Section E. when the Union has been designated as representative in writing by an employee, a copy of the accident report will be provided the representative upon request, and the accident file will be made available to the representative.

Section F. The Union may file Health and Safety Complaints with the Base Safety Office or Bio-Environmental Health Office. The Employer or designee will investigate the complaint. One Union representative may accompany the investigator in his investigation of the complaint.

Section G. Regular services provided by existing Barksdale AFB health programs will continue. Additional services may be recommended by the Union effort to keep employees on the job and reduce absenteeism.

Employer and the Union agree that every effort will be management and the aggrieved party(s) to settle grievances at the lowest possible level. In as much as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his/her performance, or his/her loyalty or desirability to the organization. Reasonable time during working hours will be allowed for the employee and Union representatives to discuss, prepare for and present grievances, including attendance at meetings with management officials.

Section F. Employee Grievance Procedure (Step 1). Within fifteen (15) working days of the date the employee became aware, or reasonably should have been aware, of management action or occurrence giving rise to the grievance, the employee will inform the supervisor that he or she is filing a grievance and the subject of the grievance. The grievance may be presented orally or in writing. If the employee requests Union representation, the supervisor on duty time. If the grievance involves a matter outside the supervisor's authority to resolve, the grievance will be referred to the management official who has authority to adjudicate the grievance.

(1) The grievant or Union representative, if any, will arrange for a meeting with the supervisor or designee to discuss the grievance and make a good faith effort to resolve the dispute. If the employee elected not to have a Union representative, the Union will be afforded the opportunity to have an observer present at the meeting. The supervisor or designee may have a management representative present. If the Union elects not to send a representative or observer, the meeting will proceed.

(2) During the informal meeting, if the grievance is not settled to the satisfaction of both parties, a written memorandum will be prepared by the grievant or Union representative to ensure complete and mutual understanding of the grievance and a copy will be provided the supervisor or designee. This memorandum will include: (a) name of grievant; (b) nature of grievance; (c) specific remedy requested; and, (d) designated Union representative or name of observer. The informal meeting may be continued if a mediator is requested as an alternate form of settling the dispute.

(3) If the grievance is not settle at the informal meeting, the supervisor or designated management official will give full consideration to all aspects of the grievance and make a decision within ten (10) working days after the meeting. The grievant or Union representative will be notified in writing of the writing of the decision. If a Union observer was present, the Union will receive a copy of the decision letter.

Section G. (Step 2). If the matter is not satisfactorily settle d following the initial discussion, the grievant or Union representative may, within seven (7) working days, submit the matter in writing to the 2d Services Squadron Commander (2 SVS/CC). The grievance must contain the specific nature of the complaint: time, date, place, and the corrective action must be personal to the grievant(s). The 2 SVS/CC or designee will meet with the Union representative and/or the aggrieved employee(s) within seven (7) working days after receipt of the

(d) Any examination, certification, or appointment.

(e) The classification of any position which does not result in the reduction in grade or pay of an employee.

(f) Notices of proposed actions.

(5) Except that the employee may choose either this negotiated or an Agency procedure concerning the following:

(a) An aggrieved employee alleging discrimination may raise the matter either under the Employer's statutory appeal procedure or this negotiated procedure, but not both. An employee shall have exercised this option when timely action is initiated under the Employer's statutory appeal procedure or a written grievance is filed in accordance with the provisions of this negotiated procedure, whichever event occurs first.

(b) An aggrieved regular category employee affected by (1) adverse action of a 15 calendar day suspension or greater, or (2) reduced in grade or removed for unacceptable performance may raise the matter under either the Employer's appeal procedure or the negotiated grievance procedure, but not both. An employee shall have exercised this option when a timely action is initiated under the Employer's appeal procedure, whichever occurs first.

(6) All time limits in this article may be extended by mutual consent of both parties. Failure of the Employer or the Union to observe the specified time limits shall entitle the employee or employee's representative, or Union if a Union grievance, or Employer if an Employer grievance, to advance the grievance to the next step. Failure of the grievant or Union representative, Union, or Employer to submit or advance a grievance within the specified time limits shall terminate the grievance, and the issue is non-grievable and non-arbitrable.

(7) As an alternate method of dispute resolution, the parties agree to attempt settlement of grievances through mediation under the auspices of the Federal Mediation and Conciliation services or other means mutually agreed to be both parties.

Section D. The parties agree that any question relating to the grievability or arbitrability of a grievance will be raised prior to the time limits for the written answer in Step 3 of this procedure. Any rejection of a grievance on the grounds that it is not a matter subject to this grievance procedure or arbitration shall be executed at Step 3 of the grievance procedure. Such rejection shall be in writing and the original grievance shall be considered amended to include the question of grievability or arbitrability as a threshold issue in the related grievance.

Section E. Most grievances arise from misunderstanding or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The

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

Section I. An employee or group of employees will not be required to work under conditions which the employee or employees have a reasonable belief that, under the circumstances, the assigned task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek redress through normal abatement procedures.

Section J. The Employer will supply and maintain on a regular basis an adequate number of fire extinguishers in accordance with applicable directives. All employees are responsible for assuring that fire extinguishers are not tampered with and that clothing, lunch boxes or other material are kept away from the fire extinguishers.

Section K. In the case of an on-the-job injury or illness that goes beyond three (3) days, the concerned employee will receive guidance and advice in regards to any benefits and/or payment due under the Workers' Compensation Program.

ARTICLE 18

TRAINING

Section A. The Employer and the Union agree that the training and development of employees within the unit is a matter of primary importance to the parties. The parties will work together to seek the maximum training and development of all employees consistent with the Employer's needs.

Section B. Selection for training will be on a fair and equitable basis.

Section C. The Employer will identify areas of skill in which scarcities exist and ensure that all employees are informed of these areas. Furthermore, the Employer will, to the maximum extent practicable, establish training opportunities in these areas and will inform employees how to apply for training.

Section D. When advance knowledge of the impact of pending changes in function, organization, and mission are available, it shall be the responsibility of the Employer to plan for the retaining of employees involved to the maximum extent possible.

Section E. In the event of separations resulting from a reduction under business based actions, the Employer will advise adversely affected employees in seeking training and employment from the state employment commission.

Section F. Management will at least annually identify those situations in the specific work environment where training can aid in achieving defined objectives and goals of the Employer.

Available training programs will be discussed with the employees who would normally be eligible for such training.

Section G. the Employer agrees to give as much as advance notice as possible to the Union in regard to the installation of any new equipment, machinery, or process which would result in changes of work assignment or require additional training.

Section H - UNION TRAINING: The Employer agrees to grant duly elected officers and representatives of the Union official time in conjunction with attendance at a training session sponsored by the organization, provided the subject matter of such training is of mutual interest to the Government and the employee in his/her capacity as an organization representative and the Government's interest will be served by the employee's attendance. Official time for his purpose should cover only such portions of such training sessions that meet the foregoing criteria and will normally not exceed twenty-four (24) hours for any individual within a 12-month period. Administrative excusal for Union representatives to attend National Union training will be limited to two (2) employee's such to the foregoing criteria. The exact amount of time well depend on the length, location, and agenda items at the seminar. Approval of maximum requests will be subject to workload and mission requirements during the period of subject absence. A written request for official time must be submitted at least one (1) week in advance by the Union President or designee to the Labor Relations Office and contain full information as to the details, to include the agenda items, related to the training.

ARTICLE 19

USE OF OFFICIAL FACILITIES

Section A. At the request of the Union and if available, the Employer will provide adequate facilities for official meetings of the Union during the non-duty hours of the employees involved.

Section B. On an "if available basis," acceptable office space which can be secured, will be provided on the premises for carrying on official business of the Union.

Section C. Union representatives will have access to Government telephones in reasonable privacy when necessary for conducting labor-management activities. This section does not authorized the use of the DSN system or for placing long distance calls at Government expense.

ARTICLE 20

EMPLOYEE DEBTS

Section A. the Employer will not act as a collection agency for debts allegedly due by an employee to a private individual or firm, except where the Employer is in receipt of a court

order which requires garnishment of the employee's wages to satisfy a debt.

Section B. it is recognized that all employees are expected to pay promptly all just financial obligations. A just obligation is one which the employee acknowledges as being just or which has been reduced to a judgment by court means. In the event of a dispute between an employee and a private individual or firm, the Employer will take no action until the dispute has been resolved.

ARTICLE 21

GRIEVNCE PROCEDURE

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

Section B. When an employee informs the supervisor that the employee has a grievance, the employee will be authorized a reasonable amount of duty time to meet with a Union representative, if requested. The employee must inform the supervisor of the subject of the grievance and a memorandum of the discussion will be made to record the subject, and date the employee notified the supervisor of the grievance. This notification constitutes the date a grievance is file.

Section C. 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:

- (1) Any matter involving the interpretation, application, or violation of this Agreement.
- (2) Any matter involving the interpretation and application of Agency policies, regulations, and practices affecting working conditions not specifically covered by this Agreement. The right to grieve does not extend to the content of the regulations, but only to its interpretation and application by the Employer.
- (3) This negotiated procedure shall be the exclusive procedure available to the parties and the employees in the bargaining unit for resolving such grievances except as outlined in (4) and (5) below.
- (4) This procedure shall not apply concerning the following:
 - (a) Any claimed violation relating to prohibited political activity.
 - (b) Retirement, life insurance, or health insurance.
 - (c) A suspension or removal for national security reasons.