

## **ARTICLE 1 - MEMORANDUM OF AGREEMENT**

**Section A, Exclusive Recognition.** This Memorandum of Agreement is executed pursuant to the exclusive recognition for Nonappropriated Fund Unit Granted American Federation of Government Employees, AFL-CIO, Local #1867, hereafter referred to as the Union, by the United States Air Force Academy, Colorado, hereafter referred to as the Employer.

**Section B, Governing Laws and Regulations.** In the administration of all matters covered by this agreement, the parties are governed by applicable laws and government regulations. Where an agency regulation and provisions of this agreement conflict, the provisions of this Agreement shall control until a mutual agreement has been reached. By virtue of this Agreement, employees do not waive any right they have under law, unless specifically so stated herein and waived in writing by the employee. Likewise, employees are not precluded by this Agreement from retaining local counsel unless the law itself specifically imposes such a preclusion.

## **ARTICLE 2 - COMPOSITION OF THE UNIT**

**Section A, Definition.** The unit to which this agreement is applicable is composed of all regular employees paid from nonappropriated funds by the United States Air Force Academy, excluding all flexible employees, management officials, supervisors, employees engaged in personnel work other than those in a purely clerical capacity, professional employees, and employees serving in temporary time limited appointments. The Union accepts the responsibility for and agrees to represent in good faith the interests of all eligible employees in the unit without discrimination and without regard to membership in the Union. It is understood by the parties that the Union is not obligated to represent nonmembers in any statutory appeal or proposed disciplinary action.

**Section B, Changes.** Any subsequent clarifications or amendments to the bargaining unit or unit description shall be considered to be incorporated into this article on the date of issuance by the Federal Labor Relations Authority.

## **ARTICLE 3 - EMPLOYEE RIGHTS & RESPONSIBILITIES**

**Section A, Policy.** The parties to this agreement recognize that under Chapter 71 of Title 5, United States Code, the right of employees to organize, bargain collectively and participate through the Union in decisions which affect them:

1. Safeguards the public interest;
2. Contributes to the effective conduct of public business;
3. Facilitates and encourages amicable settlements of disputes between employees and the employer involving conditions of employment. The public interest demands the highest standards of employee performance, continued development and implementation of modern and progressive work practices to facilitate and improve employee performance, the efficient accomplishment of the operations of the government and labor organizations and collective bargaining are in the public interest.

**Section B, Purpose of Agreement.** It is the purpose of this Agreement to prescribe certain rights and obligations of the employees of the Federal Government and to establish procedures which are designed to meet special requirements and needs of the Government.

**Section C, Participation.** The parties of this Agreement further recognize 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. Except as otherwise provided, such right includes the right to:

1. Act for a Labor organization in the capacity of a representative and the right to present the views of the labor organization to heads of agencies and other officials of the executive branch of the government, the Congress or other appropriate authorities; and
2. Engage in collective bargaining with respect to conditions of employment as applicable through the Union.

**Section D, Representation.** Bargaining unit employees, regardless of Union membership, have the right to bring matters of personal concern to the attention of appropriate officials with or without representation of their own choice except as provided for below. It is further recognized that employees, if they so desire, shall have the right to file and process grievances on their own without the assistance of the Union. However, only the Union can decide whether or not a grievance proceeds to arbitration and only the Union can select a representative for an employee in the grievance process. Those matters or concerns which fall within the coverage of the Negotiated Grievance Procedure may be presented as grievances under the provisions of the Negotiated Grievance Procedure. In matters which are covered by the Negotiated Grievance Procedure, only the Union will be authorized to represent the employee. Management or supervisors should offer the Union the opportunity to attend interviews with employees conducted in preparation for third party hearings.

**Section E, Membership.** Nothing in the Agreement shall require an employee to become or to remain a member of a Labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. In an atmosphere of mutual respect, all employees shall be treated by union fairly and equitably; without discrimination in all aspects of Personnel Management; without improper regard to political affiliation, marital status, union activity, race, color, religion, national origin, sex, age or handicapping condition, and with proper regard and protection of their privacy and constitutional rights.

**Section F, Using Nearest Steward and Obtaining Permission to Leave.** If an employee desires Union representation or assistance on official time in matters other than processing a grievance, a steward from the same geographical area must be used, if available. If a steward is not available, follow procedures set forth in Article 5, Section C. Employees must obtain permission from their immediate supervisors or designees prior to leaving their work sites for any reason including meeting with a Union representative.

**Section G, Procedures.** Before contacting an employee, a Union representative will contact the employee's supervisor or alternate for approval. The supervisor or alternate may permit the representative and employee to confer without interference, if the work situation permits. If unable to meet immediately, the supervisor will permit the representative and employee to confer within 24 hours, if at all possible. The supervisor and representative will arrange a time mutually agreed upon for the meeting.

**Section H, Respect and Dignity.** Employees individually and collectively have the right to expect and seek conditions of employment which promote and sustain human dignity and self-respect. Harassment or reprisal for exercising any right under law, regulation, this agreement, or serving as a witness or participant in any proceeding arising from the exercise of such right, is a violation of this MOA.

**Section I, Private Matters.** Employees have the right to direct and pursue their private lives and personal beliefs without interference by the Employer so long as such activities do not conflict with the job.

**Section J, Confidentiality, Privacy and Recordings.** When supervisors or management officials have personal discussions with employees regarding their conduct or performance, such discussions will be regarded as confidential and held in a private location. Instructions and counseling will be given in a reasonable and constructive manner. No electronic recording of any conversation between a unit employee and a Management official or supervisor may be made without all parties' consent. Information obtained in conflict with this section will not be used as evidence against an employee or management official.

**Section K, Right to Representation During Investigatory Interviews (Weingarten Right).** A union officer or steward for AFGE, Local 1867 (the bargaining unit), shall be given the opportunity to be present at any examination of a bargaining unit employee by a management representative in connection with an investigation if :

- (1) the employee reasonably believes that the examination may result in disciplinary action against him/her, and
- (2) he/she requests representation.

If the employee requests representation, the management official may cancel the meeting and continue with the investigation without interviewing the employee, or postpone the meeting, usually not to exceed two (2) work days, until a union representative is present. Prior to questioning an employee on any matter which could lead to disciplinary actions, management will make every effort to answer questions regarding employee's rights to be represented by the Union. However, the employee retains the ultimate responsibility for asking for union representation.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

**Section A, Prohibited Topics.** Nothing in this Agreement shall affect the authority of any management official of any agency:

1. To determine the mission, budget, organization, number of employees, and internal security practices; and
2. In accordance with applicable laws:
  - a. To hire, assign, direct, layoff, and retain employees or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
  - b. To assign work, 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 certified candidates for promotion; or
    - (2) Any other appropriate source; and
  - d. To take whatever actions may be necessary to carry out the mission during emergencies.

Whenever the Employer alleges that the duty to bargain does not extend to a particular matter presented by the Union, the Employer shall furnish the Union with a written declaration to that effect, citing applicable laws and regulations.

**Section B, Mandatory Topics.** Nothing in this Agreement shall preclude the Employer and Union from negotiating:

1. Procedures which management officials will observe in exercising any authority under this article; or
2. Appropriate arrangements for employees adversely affected by the exercise of any authority under this article by such management officials.

**Section C, Meetings with Employees.** Meetings between supervisors and employees which are not investigatory interviews (see Article 3) or formal meetings (see Article 5) do not require Union representation. Examples include routine conversations, performance counseling, giving an oral admonishment, and delivery of a disciplinary action.

**Section D, Permissive Topics.** Consistent with Executive Order 12871, nothing in this Agreement shall preclude the Employer and Union from discussing 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.

## **ARTICLE 5 - UNION RIGHTS AND RESPONSIBILITIES**

**Section A, Internal Union Business.** Internal Union business such as soliciting membership, collecting dues, electing officers, attending Union meetings and posting or distributing literature will not be conducted during the duty hours of the employees involved. The Union agrees to assume full and sole responsibility for their posted material in terms of accuracy and adherence to ethical standards. Literature to be posted, except for Union meeting notices and steward lists, will be signed and dated by a Union representative and presented to HRO for approval at least 48 hours (excluding Saturdays, Sundays and holidays) prior to posting. AFGE literature may be obtained during off duty hours from any Union representative.

**Section B, Formal Discussion.** A representative of the Union has the right to be present at any formal discussion between one or more representatives of the Agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general conditions of employment.

**Section C, Number and Location of Stewards.** The Union retains their right to designate their representatives without interference. The effective use of stewards and a reasonable distribution of their Union workload enhances a sound Union-Management relationship and contributes to the efficiency of activity operations. The Union agrees that stewards appointed will be drawn from the geographical area designated to be served. If that steward is not available, the Union will assign a steward normally from the same geographic area. The Employer will determine if the requested steward is available based upon the Employer's ability to release the steward from work within a reasonable amount of time. The Union will advise the Employer in writing and maintain on a current basis a list of the appointed officials and stewards, each person's work telephone number and the name of his or her immediate supervisor. Only officials, stewards and steward trainees (limited to regular employees) who are duly appointed and listed will be recognized by the Employer. The list will be updated and furnished to the Employer who will publish a list of those representatives (the presidents, stewards and steward trainees) who represent the employees in grievances, meetings and discussions.

**Section D, Union's Steward Training Program.** The Union will provide a training program for all stewards on the provisions of the contract and the procedures they will follow in carrying out their responsibilities. Union designation of a duly appointed steward assures that the steward will receive the Union's Steward Training Program. Each new steward may double a more experienced steward on up to two cases for training purposes.

**Section E, Union Representation during Grievance.** When an employee desires Union representation in accordance with 5 USC. Ch. 71, the following guidelines will apply:

1. When the employee requests Union representation concerning a grievance or a reply to a notice of proposed action, a steward within the same geographical area will be used if available. (See Section C). The Employer will determine if the requested steward is available based upon the Employer's ability to release the steward from work within a reasonable amount of time. The

employee and representative will make an effort to use a private office or other room within the employee's organization, unless such a room is not available or private enough, in which case the employee's supervisor may permit the employee to meet with the Union representative in the Union office.

2. The Union representative assisting the employee in preparing the initial grievance need not necessarily be designated as the employee's representative in any subsequent meetings. Employees will normally use the same representative throughout the grievance steps.

3. The steward or Union official shall attempt to resolve problems with the immediate supervisor before the problem is presented at a higher level.

**Section F, Union Sponsored Training.** Employees who are officials or stewards of the Union may be excused without charge to leave for the purpose of attending Union sponsored training sessions, including the Steward Trainee Program, provided the subject matter and topics of such training are of mutual benefit to the Employer and the Union. The total number of hours per calendar year which may be used for this purpose shall not exceed 400 aggregate hours for all Nonappropriated Fund and Appropriated Fund stewards, provided the employees would otherwise be in a duty status. Additional time beyond 400 hours will be allowed if mutually agreed to by the parties. Local training will be conducted in 2-hour to 8-hour segments at a time and place agreed upon by the Employer and the Union. The training will be conducted by Union sources. Requests for training will be submitted to the HRO in the Human Resources Office for consideration by the Employer normally 30 days or more in advance of the training for 8 hours or more. Official time for shorter segments will be requested as far in advance as reasonably possible. Requests will include an agenda substantiating that the training subject matter and topics are of mutual benefit to the Employer and Union and will also include a list of employees selected for the training. The Employer will expeditiously notify the Union as to the Employer's decision. The Human Resources Office will inform the supervisors involved of those selected for the training and request that these supervisors make the employees available. Denial will be only for just cause such as serious mission impact. Upon completion of the training, each employee will provide to their supervisor written validation of completion of the training.

**Section G, Meetings.** Officially arranged meetings between the Union and Employer will normally be conducted during regular working hours on official time. If the Union and Employer agree that a meeting requires attendance by a steward whose duty hours are outside the meeting time and the steward is otherwise scheduled to work that day, the supervisor will adjust the steward's duty hours so he or she may attend the meeting on official time unless doing so would likely have an adverse impact on the organization's mission. Supervisors and stewards will meet on an as needed basis on issues concerning the implementation of this Agreement and other related matters in their work areas.

## **ARTICLE 6 - OFFICIAL TIME**

**Section A, Official Time.** Steward Trainees receive official time under Article 5. Upon request, a reasonable amount of time may be allowed to the Union President, NAF Vice President, and stewards, provided they are otherwise in a duty status, to accomplish the duties listed below, but are not limited to:

1. To serve as the representative of bargaining unit employees in the preparation and presentation of grievances, complaints and appeals or answering a proposed disciplinary or adverse action.
2. To attend officially arranged meetings at reasonable times with supervisors or management officials.
3. To prepare or present a Union grievance.
4. To serve as the Union's representative or technical advisor in an arbitration or statutory hearing, proposed actions, EEO proceedings, worker's compensation, unemployment compensation proceedings or court proceedings initiated to protect or enforce Union or employee's rights.
5. To act in the capacity of an official Union observer in adverse action hearings or at the adjustment of employee grievances in which the Union is not designated as an employee representative, where such observer is permitted under applicable law.
6. To serve on committees of the Employer as may be authorized under this Agreement.
7. To serve as an agent of the Employer while participating as a data collector in a wage survey.
8. To serve as an employee's representative in an injury compensation claim or in a matter covered by a statutory appeal procedure as authorized by applicable regulations or this Agreement.
9. To negotiate any provision covered under this contract.
10. To provide information to official investigators in connection with the inquiry of a grievance or unfair labor practice charge.
11. To serve as a witness or advisor in a grievance or arbitration hearing.
12. If training funds are available and the Agency agrees to train union representatives, the individual may receive travel and per diem, which will be paid in accordance with the law and regulation.
13. Other activities/actions mutually agreed upon.

**Section B, Procedures.** The following procedures will apply when Union officers, stewards and employees request and use official time in regard to this Agreement:

**1. Union Officers and Stewards.** Union officers and stewards will obtain permission to use official time from their immediate supervisor/designee before leaving their assigned duties for the purpose of performing any of the duties listed above. The request will include the proposed time of departure, the estimated time of return, the purpose of the request, the type of representation (individual or Union), and where the Union representative may be reached. Upon completion of the task giving rise to the use of official time, officers and stewards will return to their respective work sites and report to their immediate supervisor or lowest level supervisor available. The supervisor will monitor and record the official time. Officers and stewards will guard against the excessive use of time in performing duties considered appropriate by the Agreement.

**2. Employees.** Employees not performing functions under Section B of this article will obtain permission to use official time from their immediate supervisor/designee before leaving their assigned duties for the purpose of contacting their Union representative. The request will include the proposed time of departure, estimated time of return and where the employee may be reached. Upon completion of the task-giving rise to the use of official time, employees will return to their respective work sites and report to their immediate supervisor or lowest level supervisor available.

**3. Supervisors.** The supervisors will grant official time under this Article to employees or union representatives when the official time is requested unless the use of official time is precluded by compelling work related reasons that are essential to the mission of the Agency. If permission is denied, the employee or union representative will be provided with an explanation and alternative time to be excused (normally encouraged within 48 hours). If use of official time requires contacting another employee not in the same work area, arrangements will first be made for an appointment through the other employee's supervisor.

## **ARTICLE 7 - UNION AFFAIRS**

**Section A, Meeting.** The employer agrees that the Union may use available conference rooms or other suitable areas under the control of NAF management on the United States Air Force Academy site for the purpose of holding meetings. The Union agrees that such facilities shall be used only during normal non-duty hours. The employer's representative shall, when practical, arrange for use of the rooms or areas with the appropriate management official. The Union agrees to accept responsibility for due care of equipment and facilities and to be financially responsible for any damage. The Union shall be responsible for restoring the meeting room to the same condition prior to Union use.

**Section B, Telephone Directory.** The employer will list the telephone number of the Union office and Union President in the official telephone directory. Two copies of the telephone directory will be furnished to the Union.

**Section C, New Employee Orientation.** The employer agrees to inform new employees at New Employee base orientation sessions that Local #1867, American Federation of Government Employees is the exclusively recognized employee organization representing bargaining unit employees as defined in Article 2, and that they have the right to join or to refrain from joining the organization without reprisal or penalties. The employer will authorize a Union furnished fact sheet which will include:

- (1) A current list of the names, organizational addresses, telephone numbers and area assignments of Union officers and stewards;
- (2) will inform new bargaining unit employees of the obligations and responsibilities of the Union under Chapter 71 of Title 5, USC;
- (3) and explain how to contact a Union official or steward.

The Union will be afforded the opportunity to be present during the base New Employee orientation session to explain the purpose of the Union and answer questions from new employees concerning the Union's role. The Union office will be notified two weeks prior to the orientation session as to date and location and scheduled time for this portion.

**Section D, Employee List.** The HRO will make available to the Union at no cost, a listing of all employees in the bargaining unit at least once a year, which will contain the name, grade and organization unit of all the employees.

**Section E, Publicity.** Information for bargaining unit employees which has been mutually agreed to by the Human Resources Officer and Union President may be publicized on the electronic signs at the entrances to the Academy.

**Section F, Office Facilities for the Union.** The Union will be provided bulletin board space, where practical, in each building where NAF employees work. The space, building and location will be negotiated per individual building.

## **ARTICLE 8 - LANGUAGE BARRIER**

This article applies only to disciplinary measures. If a language barrier exists between an employee and the first level supervisor, a translator will be permitted to be present. The job of such an interpreter is restricted to translation from one language to another.

## **ARTICLE 9 - RELATIONS BETWEEN MANAGEMENT, UNION AND EMPLOYEES**

**Section A, Personal Discussions.** Management officials, supervisors and employees will use language in dealing with each other that will insure the dignity of each individual. When Supervisors have personal discussions with employees, privacy will be ensured. Such meetings will be on a one-to-one basis, except when personnel who have special expertise are requested and are mutually agreed to.

**Section B, Meetings.** Officially arranged meetings between the Union and Employer will normally be conducted during regular working hours. Management officials/supervisors and Union officials/stewards will meet on an as needed basis on issues concerning the implementation of this Agreement and other related matters in their work areas.

**Section C, Standards of Good Conduct.** Union officers and stewards will adhere to reasonable standards of good conduct in exercising Union duties. Management officials and supervisors will adhere to reasonable standards of good conduct in dealing with Union officials.

**Section D, Periodic Labor-Management Relations Meetings.** Representatives of the Union and the Employer shall meet monthly or upon mutual agreement, with respect to personnel policies and practices and matters affecting working conditions in accordance with ground rules mutually acceptable to both parties.

**Section E, Partnership Council.** Both parties agree to establish and maintain a Labor-Management Partnership Council committed to improving the operation of the USAF Academy. The Council will be composed of management and labor representatives, numbers to be mutually agreed upon by the Council. The Council will be chaired by the Vice Superintendent or his/her designee and will meet quarterly. The Council members will strive to create and support a system which provides high quality service to the public while removing barriers to enhanced productivity, flexible work processes, improved working conditions and continuous quality improvement. The Council will provide for the integration of all interests (i.e., employees, Union, management and the public) with regard to work place issues. The Council will work to ensure open communications, mutual respect, trust among all employees, identify problems and craft solutions to better serve the customer and the mission. The parties agree to bargain over any workplace issues in good faith using interest-based bargaining with the objective of reaching an agreement which integrates the interests of the stakeholders.

## **ARTICLE 10 - BASIC WORKWEEK**

### **Section A, Hours of Work.**

1. The administrative workweek consists of seven consecutive calendar days. It need not coincide with the calendar week, but may begin on any day and at any hour. The regular tour of duty normally consists of five eight-hour days followed by two consecutive days off. It is understood that individual functional elements do have rotating or fixed tours of duty or work shifts. A change in policy (temporary or permanent) to rotate or not rotate an individual's tour of duty or shift will be based upon the Employer's needs. The Employer will notify the Union prior to implementation of the changes and prior to notifying the employee. The Employer will give the employee notice of a shift or tour of duty change, at least seven calendar days before the effective date of the change unless shorter notice is necessary to prevent the agency from being handicapped in the exercise of its functions or to forestall a substantial increase in operational costs.
2. It is understood that motor coach operations and snow removal operations inherently require short-notice shift/tour of duty change to perform the mission.
3. Deviations not to exceed 30 minutes in an employee's beginning and ending hours of work may be approved at the discretion of the Employer. Such deviations are based on the employee's individual request. The Union will be provided notice and opportunity to bargain on the impact on other employees.

**Section B, Seniority.** When seniority is used as a basis for shift assignment, seniority will be based on service computation date (SCD).

**Section C, Lunch Periods.** Lunch periods will normally be scheduled not less than three hours or more than six (6) hours after the start of the workday. The Employer retains the discretion to deviate the time and/or length of lunch periods to accommodate required staffing so long as the resulting lunch period is not less than 30 minutes nor more than one hour. In round-the-clock operations requiring three 8-hour tours, a 20-minute on-the-job lunch period will be authorized at the discretion of the Employer. Work in addition to the 8-hour period will be considered overtime for crafts and trades employees.

**Section D, Rest Periods.** Short rest periods not exceeding 15 minutes during each four hours of continuous work (including overtime periods), will be granted when the Employer believes they will be of benefit to the service. Criteria to be followed in determining justification for granting rest periods are:

1. Protection of employee's health by relief from hazardous work or work which requires continual or considerable physical exercise.
2. Reduction of accident rate by removal of the fatigue potential.

3. Work in confined spaced or in areas where normal personal activities are restricted.
4. Possible increase in, or maintenance of, high quality or quantity production attributed to the rest period.

The Employer may authorize a designated rest period or a non-designated rest period but not both. A non-designated rest period allows employees to have refreshments at their work site while working. A designated rest period allows an employee up to 15 minutes, including travel time, and may be taken away from the work site. Break periods may be taken in 5 minute or 7 1/2 minute intervals, if negotiated for a specific work environment. If the workload temporarily precludes the employee from taking their rest period at the designated time, rest periods will be rescheduled as determined by the Employer. Rest periods are paid time and may not be accumulated, nor may they be taken as an extension of the lunch period or at the beginning or end of the duty day.

**Section E, Reporting Ready to Work.** It is understood that employees should be ready and able to begin work at the assigned reporting time. If the employee is required to change clothes at the work site, a reasonable amount of time will be provided.

**Section F, Alternative Work Schedules.** Formal proposals for Alternative Work Schedules may be submitted by either party at anytime for either an individual or a group of employees. Examples include:

1. The 5-4-9 Plan (8 9-hour days and 1 8-hour day in each 2-week period)
2. Flex-i-tour (a core time with flexible time at the beginning and ending of the day),  
and
3. Four-day work weeks.

The Employer and Union will begin negotiation within 30 days of the submission of the proposal. Agreements will be written (both tests and final plans). Both parties may agree to a 6-month test period during which either party may request negotiations over concerns.

## **ARTICLE 11 - CHANGE IN WORK SITES**

In order to operate more efficiently, the Employer may require changes in work sites either on a permanent basis or temporary basis. Before implementing such a determination, the Employer will first notify the Union (verbally or in writing) and, if needed, set up an appointment to discuss with the Union the change in work sites unless the Position Description or Position Guide specifically states employee may work at alternate worksite, i.e. food service worker, custodial, etc.

Negotiations/discussions will concern the impact of the change (clean-up, carpooling, parking, etc.). The Union will notify management of its intention to seek negotiation on the impact and implementation of the change in work sites.

## **ARTICLE 12 - CLEANUP POLICY (PERSONAL HYGIENE)**

If working conditions necessitate, the Employer will provide a reasonable amount of time, consistent with the nature of work performed, for employees to personally clean up prior to the lunch period and at the end of the duty day. The Employer and Union agree that employees shall use good judgment in exercising the use of cleanup time. The time allotted for cleanup will be established by the supervisor. The Union will be given the opportunity to negotiate over changes in the cleanup policy prior to implementation. Employees will observe reasonable personal hygiene (cleanliness) standards during duty hours. It is understood that cleanup time is paid time. The allotted time will be used explicitly for personal cleanup. When the Employer determines certain occupations require the use of showers or other cleaning facilities, employees will utilize the assigned facilities.

## **ARTICLE 13 - OVERTIME AND HOLIDAY WORK**

**Section A, Overtime Definition.** Authorized time worked in excess of eight (8) hours in a day for Crafts and Trades employees or forty (40) hours in a week for all other employees is defined as overtime unless the Employer is on an alternate work schedule.

**Section B, Assignment of Work.** Overtime assignments will be distributed and rotated as equitably as possible among qualified employees in accordance with their particular skills. If the need for overtime occurs during the workday, this section applies only to “on-duty employees”. Overtime, when required, will normally be assigned to employees for performing work in their own skill and in their assigned organization. Qualified employees will be allowed to volunteer for first consideration. Employees who decline an overtime assignment will be treated as if they had accepted the overtime for rotation purposes, except when overtime must be directed. After going through the rotation and employees initially decline the overtime assignment, the supervisor will direct available employees to work the required overtime according to reverse service computation date (most junior first). Directed overtime work is a right of the Employer and is not voluntary. Employees will be considered excusable from overtime if the overtime would adversely affect the health or safety of the employee. Overtime shall not be assigned as a reward or penalty. Supervisors should normally require fewer than twenty hours of overtime in any one pay period for any individual employee.

**Section C, Mandatory Overtime.** Mandatory overtime will not be imposed if there are enough qualified volunteers to staff the job. If mandatory overtime is imposed, employees will be provided as much advance notice as possible. Any employee designated to work overtime on days outside his/her basic workweek will be notified a week in advance, except in cases of unforeseeable emergency situations or extenuating circumstances directly related to the Academy mission. When an emergency situation precludes the one (1) week advance notice, an explanation of the emergency shall be given to the employee upon request. Also refer to information in Section B of this article.

**Section D, Log.** Each organizational section shall maintain a log of overtime hours worked or declined by employees. The log will be kept current and an attempt for equal distribution should be made. The log will be readily accessible to employees and union representatives.

**Section E, Rest Periods.** Employees who work overtime shall be allowed rest periods consistent with Article 10.

**Section F, Pay.** Overtime and premium pay will be paid in accordance with applicable laws and regulations. Compensation and/or overtime must be assigned, authorized, officially approved and appropriately documented. When overtime is worked by an employee, that overtime should normally be paid in the pay period in which it is worked.

**Section G, Holiday Work.** Holiday work will be rotated as equitably as possible where work schedules are not disrupted by rotation. The employer will give employees on the shift in which

the holiday work falls, the opportunity to volunteer for that holiday work before directing employees to work a holiday. After going through the rotation and employees initially decline the holiday assignment, the supervisor will direct available employees to work the holiday according to reverse service computation date (most junior first). Directed holiday work is a right of the Employer and is not voluntary.

**Section H, Compensation (Comp) Time.** Comp time is time off in lieu of pay for overtime on an hour-for-hour basis. Comp time is earned when overtime work is performed; therefore, it cannot be taken before the overtime is worked since comp time does not exist until overtime is worked. Nonexempt employees may not be required to take comp time. They must always request it in advance. Comp time cannot be granted for work performed on a holiday or observed day for which the holiday premium is payable. Comp time for CT (Crafts & Trades – NA, NL, NS), Pay Banded Positions NF-I and NF-II, and Nonexempt CC (Child Development) employees is not authorized.

## **ARTICLE 14 - LEAVE WITHOUT PAY**

**Section A, General.** Leave without pay (LWOP) is a non-disciplinary, temporary, nonpay status and an authorized absence from duty granted either upon the employee's request, or when the employee has insufficient annual or sick leave or compensatory time available. The granting of LWOP is a matter of administrative discretion of the Employer except that LWOP may be granted if the employee has followed proper leave procedures, under the following circumstances:

1. A disabled veteran to cover an absence for medical treatment related to a service-connected disability.
2. A member of the Reserves or National Guard to perform military training duties.
3. For protecting an employee's status and benefits for absence related to an on-the-job injury or illness (pending action or while employee is carried on the rolls while being compensated by workers comp).
4. To avoid a break in service for a regular member of a federally employed head of household where such head of household has been transferred by their employer (see Section B of this Article).

**Section B, LWOP Procedures - Transfer of Head of Household.** The employee will simultaneously complete two AF Forms 2545, Request for Personnel Action:

1. An AF Form 2545 requesting LWOP and
2. An AF Form 2545 for resignation at the end of the LWOP period. Include reason, amount of LWOP requested, and beginning and ending dates. Submit AF Forms 2545 through the supervisor. HRO will act upon the resignation request only when employee is not hired by another activity and a request for extension is not approved; or the request is not received in a timely manner. Employees are reminded that LWOP can affect their benefits; see Section D below.

**Section C, LWOP Procedures - Other.**

1. The employee will submit a request in writing to the supervisor. Employee must state the reason for the request, identify the period of LWOP, and include a statement that he or she intends to return to duty at the expiration of the period. Requests for LWOP due to illness or on-the-job injury must be supported by medical documentation showing the employee is, or will be incapacitated for duty during the period of time for which LWOP is requested.
2. Supervisors will:
  - a. Review the employee's request to ensure it contains the required information outlined in Section A above.

- b. If disapproving the request, provide the employee with a written explanation.
- c. If approving the request, and the period exceeds 30 calendar days, submit an AF Form 2548, the employee's request and supporting medical documentation when needed to HRO through the proper channels. Include a statement as to why the leave is being approved.
- d. Submit an AF Form 2548 to HRO requesting return-to-duty when an employee returns from LWOP.

**Section D, Impact on Benefits.** The employee is responsible for paying his or her share for enrolled health benefits during both pay and nonpay status unless coverage is canceled by the employee. If he/she desires to continue health benefits during periods of LWOP, contact the Human Resources Office to make arrangements for payment of premiums before entering into a LWOP status. If he/she elects not to continue coverage, contact the Human Resources Office to cancel coverage. **If benefits are not canceled, the employee will be charged for the coverage!**

## **ARTICLE 15 - SICK LEAVE**

**Section A, Use of Sick Leave.** Sick leave is a qualified right of the employee and may be used only for the following absences:

1. When incapacitated for performance of duties by sickness, injury, pregnancy and confinement;
2. For medical, dental or optical examination or treatment;
3. When a member of an employee's immediate family is affected by a contagious disease as declared by Public Health Department and requires the attendance of the employee; or when through exposure to contagious disease, the presence at work of the employee would endanger the health of others.

Sick leave will not be denied an employee except for just cause.

Sick leave may be taken in quarter hour (15 minute) increments.

**Section B, Procedures for Requesting Sick Leave.** Scheduled sick leave (for example, examinations, surgery), will be requested on an SF-71, Application for Leave, as far in advance as possible. For unscheduled sick leave, employees will call their supervisor/designee **normally** within one hour after the beginning of their scheduled work shift except in unusual cases given the emergency conditions. Sick leave may be requested earlier than the scheduled work shift if the supervisor/designee is available at work. Every effort will be made to contact the supervisor/designee within the first hour. If the supervisor/designee isn't available to receive the request, the employee may call up the chain of command. In this regard, employees will be provided the name(s) and duty phone number(s) of person(s) authorized to approve leave. The employee is expected to personally request sick leave unless prevented from doing so by an incapacitating illness or injury. If the employee cannot personally call, the caller will identify himself or herself. If an employee is unable to return to duty by the estimated date and time, the supervisor/designee will be contacted as specified above. An Application for Leave (SF-71) will normally be available for employees to use should either the employee or supervisor desire written application or approval. If an SF-71 isn't available, a plain piece of paper will substitute.

**Section C, Medical Documentation.** Sick leave of more than three consecutive workdays or request for leave without pay for sick leave reasons must be supported by medical documentation signed by a licensed physician unless the supervisor specifically waives this requirement. If the employee was not attended by a Physician, the employee's personal written statement showing satisfactory evidence of incapacity may be accepted in lieu of medical documentation. The statement will indicate why a physician was not seen such as: remoteness of area, nature of illness or other specific reasons. The medical documentation must cover all absences beyond the third workday, and show specific evidence that the employee was incapacitated for duty for the entire period covered by the statement. In cases of extended illness, medical documentation may

be required periodically if necessary to establish the employee's continued incapacity to return to duty. In the case of a need for an extended period of sick leave daily calls to the supervisor requesting leave will not be required as long as the employee has informed the Employer of the expected duration of his/her need for leave. Medical documentation will be required for absences of 3 days or less in cases of exposure to a contagious disease or illness of a member of the immediate family with a contagious disease. After periods of extended illness or exposure to contagious disease, a release from the doctor stating the employee may safely return to work is required.

**Section D, Sick Leave Abuse.** Medical Documentation will be required when the employee has been warned in writing about excessive use or abuse of sick leave. Such written evidence will include the specific dates the employee is incapacitated. At the supervisor's discretion and in accordance with local policy, an employee will receive a verbal warning concerning sick leave abuse when the supervisor deems it appropriate. Written warning will be coordinated through HRO before issuance. Written notice of required certification for all periods of sick leave will not exceed six months without further written notification. Counseling and leave control letters will not be based on automatic, formalized criteria. Supervisors will analyze each case and all its individual pertinent circumstances. Counseling and leave control letters will be directed at the abuse/suspected abuse of sick leave. If no further abuse is proven, the restriction will be removed, the record shall be made clean, and the employee will be notified of this action. The employee will also be notified of the reason, in writing, if the restriction is to be continued.

**Section E, Requesting Advance Sick Leave.** Except in cases of serious illness or disability, advancement of sick leave will not be granted. When warranted however, regular employees may be advanced up to thirty (30) days sick leave. Advance sick leave may be granted only if it is probable the employee will return to duty for a sufficient period of time to repay the advance. Sick leave up to a maximum of 30 workdays may be advanced subject to the following conditions:

1. A written and signed request has been submitted to the employee's immediate supervisor prior to the time the sick leave will be required. The request must specify the number of hours requested. The medical status of the employee has been certified by a qualified physician. The certification must show when and if the employee can be expected to return to duty.
2. The advance is made with the understanding that it will be charged to sick leave subsequently earned.
3. The amount of sick leave advanced is limited to the least amount required.

**Section F, Reasonable Accommodation.** The supervisor will examine reasonable forms of accommodation in the event an employee provides medical documentation certifying a handicapping condition which affects the employee's ability to perform the official position.

**Section G, Definition of Terms.** "Medical documentation" or "Documentation of a medical condition", is a written statement signed by a physician or medical specialist which provides the following information.

Note: This type of Documentation will only be required for extended sickness or situations described earlier in this article.

- a. The history of the specific medical condition including references to findings from previous examinations, treatment and responses to treatment.
- b. Clinical findings from the most recent medical evaluation including any of the following which have been obtained: findings of physical examination; results of laboratory tests; x-rays; EKGs and other special evaluations or diagnostic procedures; and, in the case of psychiatric disease, the findings of a mental status examination and the results of psychological tests.
- c. Assessment of the current clinical status and plans for future treatment.
- d. Diagnosis.
- e. An estimate of the expected date of full or partial recovery.
- f. An explanation of the impact of the medical condition on life activities both on and off the job.
- g. Narrative explanation of the medical basis for any conclusion that the medical condition has or has not become static or well stabilized.
- h. Narrative explanation of the medical basis for any conclusion which indicates the likelihood that the individual is, or is not, expected to experience sudden or subtle incapacitation as a result of the medical condition.
- i. Narrative explanation of the medical basis for any conclusion that duty restrictions or accommodations are, or are not, warranted; and if they are; an explanation of their therapeutic or risk avoiding value and the nature of any similar restrictions or accommodations recommended for non-work related activities.
- j. Narrative explanation of the medical basis for any conclusion which indicates the likelihood that the individual is, or is not, expected to suffer injury or harm to themselves or others by carrying out, with or without accommodation, the tasks or duties of a position for which he or she is assigned or qualified.

**2. Medical Specialist.** Any physician who is board-certified in a medical specialty, or a physician serving on active duty in the uniformed services who is board-eligible and who is designated by the uniformed service to perform examinations.

**3. Physician.** A licensed Doctor of Medicine or Doctor of Osteopathy, or a physician who is serving on active duty in the uniformed services and is designated by the uniformed service to conduct examinations.

**Section H, Pregnancy.** Employees who are pregnant will be allowed to work as long as they are able, prior to the delivery of the child. At the point she is no longer able to work, medical documentation is required. Maternity leave in the form of sick leave, annual leave and/or leave without pay will be granted during delivery, confinement and for a period of no more than twelve weeks after delivery. If longer than six weeks is required, additional medical documentation is necessary. The employee may request additional leave under the Family Medical Leave Act (*see article 17*). The employee shall be returned to her position or an equivalent position at the end of maternity leave. If some accommodations are necessary, medical documentation is required.

## **ARTICLE 16 - ANNUAL LEAVE**

**Section A, General.** Supervisors are responsible for assuring that annual leave is administered in a uniform and equitable basis and that no employee is forced to forfeit annual leave. Employees must obtain advance approval for all annual leave except in emergency situations. Leave requests will be submitted on an SF 71 at the preference of the supervisor or employee. Annual leave will be denied only for just cause. Annual leave may be taken in 15 minute increments. An employee must have been serving in a regular appointment for a continuing period of 90 days before accrued annual leave is available to be used. If an employee separates prior to completion of 90 days, no credit or payment is due.

**Section B, Use of Annual Leave in Emergency Situations.** In bona fide emergency situations, employees will call their supervisor/designee normally within one hour after the beginning of their scheduled work shift. Except in unusual cases, every effort will be made to contact the supervisor/designee within the first hour. The employee is expected to personally request annual leave in emergency situations unless prevented from doing so by the circumstances. If the employee cannot call personally, the calling party will identify themselves. Calls in emergency situations will state the reason for the request and the estimated time the employee expects to be absent. The supervisor/designee will indicate if the request for leave in emergency situations is approved or disapproved. If the request is disapproved, the employee may submit an SF 71 on which the supervisor will state the reasons for denial within 24 hours. If the request is approved and the facts are later found to be in dispute, the supervisor may require additional substantiation. Calling in does not automatically result in approval of a leave request. The use of approved annual leave will not adversely reflect on the attendance record. SF 71 forms will be made available to employees.

**Section C, Conditions Limiting Leave.** Supervisors will furnish conditions limiting leave in writing to employees and shop steward (where a steward is assigned) no later than 15 January each year for the purpose of scheduling annual leave under Section D of this article. Conditions will consist of those foreseeable factors which would affect the supervisors decision to approve or disapprove annual leave requested. The supervisor will determine the number of employees who may be granted leave during any given period. Only that leave which the employee has accrued will be available to the employee. When the individual supervisor finds it necessary to cancel previously approved annual leave, the affected employee(s) will be advised of the reason(s). Annually recurring conditions which may limit leave may be continued from year to year after the initial Union notification. The Union will be notified of new conditions.

**Section D, Procedures for Scheduling Annual Leave.** Employees will submit individual written requests for annual leave to their immediate supervisor not later than 31 January each calendar year. The written request will be returned approved or disapproved not later than 15 February. In granting leave, consideration will be given to both the needs of the mission and the desires of the individual employee. The employee will indicate which period is first choice, second choice, etc. First choice requests will be resolved prior to scheduling the remaining requests. From these requests the supervisor will prepare a consolidated leave schedule to cover employee leave of one workweek or more during that calendar year. Leave periods will not be

exchanged or swapped without the mutual consent of all parties concerned and supervisor notification. It is understood that annual leave can be cancelled to meet unforeseen operational requirements of the organization. In such cases, the issue may be brought to the attention of the supervisor of the leave-approving official for final decision. The supervisor will notify the employee(s) in a timely manner so that the employee can reschedule the cancelled leave. The steward may, upon request, be provided a copy of the consolidated leave schedule. Conflicts between bargaining unit employees will be resolved by the use of seniority (service computation date). In cases of equal SCD's, total Air Force Academy time will be the basis for tie breaking. Newly assigned or reassigned employees to a section will be required to schedule only their use or lose annual leave during the current leave year. Their scheduling of annual leave must be integrated into the existing schedule. If a newly assigned employee requests annual leave, the request will be given consideration against the established schedule. Established leave schedules will not be altered to accommodate a newly assigned employee.

**Section E, Absence for Brief Periods or Tardiness.** Unavoidable absence of less than one hour for emergency situations at the beginning of the workday, may either be excused by the supervisor for adequate reasons or charged to annual leave. The "59 minute rule" is not to be used at the supervisor's discretion as "administrative leave" at other times in the day. If the absence or tardiness is charged to annual leave, the charge is in multiples of 15 minutes. If the leave charged exceeds the period of absence or tardiness, the employee is not required to work the additional time covered by the leave charge.

**Section F, Advance Annual Leave.** Under normal conditions, advancement of annual leave will not be granted. However, regular employees may be granted an advance equal to all annual leave that they will accumulate in the current leave year, provided there is reasonable assurance that the employee will be in a duty status long enough to earn the leave advanced. In granting leave, consideration will be given to the desire of the individual employee, subject to the needs of the Employer.

**Section G, Safeguard from Disciplinary Action.** Approved leave or approved absence will not be a basis for disciplinary action or counseling except when it is clearly established that the employee submitted fraudulent documentation or misrepresented the reasons for the absence.

## **ARTICLE 17 - OTHER EXCUSED ABSENCES**

### **Section A, Family and Medical Leave Act (FMLA).**

**1. Entitlement.** The Family and Medical Leave Act of 1993 provides covered Federal employees with entitlement to 12 workweeks of unpaid leave during any 12-month period for the following purposes: the birth of a son or daughter of the employee and the care of such son or daughter; the placement of a son or daughter with the employee for adoption or foster care; the care of a spouse, son, daughter or parent of the employee who has a serious health condition; or a serious health condition of the employee that makes the employee unable to perform the essential functions of his or her position. Under certain conditions, FMLA leave may be taken intermittently, or the employee may work under a work schedule that is reduced by the number of hours of leave taken as family and medical leave. FMLA leave is in addition to other paid time off available to an employee. However, if the employee wishes to use some paid leave as part of the FMLA leave, the request will be written.

**2. Job Benefits and Protection.** Upon return from FMLA leave, an employee must be returned to the same position or to an equivalent position with equivalent benefits, pay status, and other terms and condition of employment. An employee who takes FMLA leave is entitled to maintain health benefits coverage. The employee may pay the employee share of the premium on a current basis or pay upon return to work.

**3. Advance Notice and Medical Certification.** The employee must provide notice of his or her intent to take family and medical leave not less than 30 days before leave is to begin or as soon as is practicable. The Employer may request medical certification for FMLA leave taken to care for an employee's spouse, son, daughter, or parent who has a serious health condition or for the serious health condition of the employee.

**Section B, Emergency Rescue or Protective Work.** Normally limited to five (5) days per year for an employee to participate in emergency rescue or protective work such as fire, flood, or search operations.

**Section C, Voting or Voting Registration.** Excused absence for an amount of time necessary to permit the employee to vote up to three hours after polls open or leave work 3 hours before they close. Normally, where the polls are open either 3 hours before or 3 hours after the employee's regular duty hours, no time off is granted. Most Academy employees have adequate time to reach the polls before or after their shifts without needing extra time.

**Section D, Blood and Organ Donations.** Regular Employees may be excused for the time necessary to donate blood, for recuperation following blood donations and for travel time. The maximum excused time should not exceed 4 hours. Bone Marrow and Kidney donors may also be granted up to 4 hours excused absence for each related procedures. The approving authority for organ donation leave is the USAFA Commander or Vice Commander (CC or CV).

**Section E, Court Leave.** Regular Employees may take a leave of absence from duty without loss of pay or charge to annual leave to perform jury duty in a federal, state or municipal court, or to serve as a witness for the USA, the District of Columbia or State or local government. It is Air Force policy to not request that employees be excused from jury service except in cases of extreme emergency. Employees cannot be granted court leave while in a nonpay status. An employee who works a night shift is granted court leave during the day on which the night shift begins or ends. Employees are normally expected to return to duty when excused from jury duty. Employees must furnish the supervisor the court order, subpoena, summons or submit written evidence of attendance in court. Fees received for jury and witness service must normally be submitted to the NAF payroll office. Fees for parking and/or lunch may be retained.

**Section F, Military Leave.** In order to be absent from duty without loss of pay to perform military duties, an employee must be a member of a Reserve or National Guard component, serving in an appointment not limited to 1 year or less, and not working an intermittent schedule. Full-time employees accrue 15 days of military leave each fiscal year. (Part-time is proportional to hours of work.) Military leave which is unused may be carried over to the next fiscal year (30 day maximum accrued). Requests must be supported by orders. Upon return to work, the employee must furnish certification that the active duty was performed. Neither annual leave nor leave without pay may be granted until the employee has used all military leave.

**Section G, Administrative Dismissal.** Administrative dismissal is granted when employees are released from duty because all or part of an activity is closed or when there is late reporting or base closure. This includes closing an activity for emergency conditions or managerial reasons, hazardous weather conditions or disasters. Only the Commander of the appropriate NAFI, or his designee, has authority to grant administrative leave for the absences.

**Section H, Voluntary Leave Sharing Program.** An employee who is experiencing a personal medical emergency or a family medical emergency may request to receive transferred annual leave directly from other NAF employees. Medical documentation is required. The application forms which must be signed by the first level supervisor and approved by the Commander of the appropriate NAFI are available in the Human Resources Office.

## **ARTICLE 18 - EXERCISE TIME**

**Section A, Desired Outcomes.** The Air Force and the Air Force Academy recognize the many positive aspects of a healthy workforce including: increased energy levels, increased physical health, reduced time lost from injuries and improved attitudes. Since participation in a regular exercise program is important to achieving and maintaining good health, employees are encouraged to begin and/or follow a regular physical fitness routine. Examples of exercise include: walking, jogging, bicycling, swimming, etc. Because it is difficult for an employee to travel, dress, workout, redress and return to work within one hour, an additional quarter hour (15 minutes/day) is authorized to civilian employees to exercise. (Excluded from this program are organizations or work groups that already have physical fitness programs built into their workday.)

**Section B, Voluntary Duty Time Program.** This program is entirely voluntary but may be used only by those regular employees engaging in physical exercise. The exercise time may only be taken in conjunction with lunch breaks (i.e., it does not authorize employees to arrive late nor leave work early.) The additional fifteen minutes is considered duty time and the employee will be in a paid duty status. (An employee who normally takes an hour lunch may take 75 minutes and not be charged 15 minutes of leave.) The time is not cumulative from week to week. If the time is not used during the workweek, it is lost. Up to thirty minutes may be used at one time if an employee is working out on an every-other-day exercise cycle. However, no more than 30 minutes may be used in a day.

**Section C, Employee and Supervisors Responsibilities.** Prior to use, the employee is responsible for coordinating any exercise time with his/her supervisor. The agreed upon results will be annotated on the AF Form 971. To the maximum extent possible, Supervisors should allow participation in exercise programs. Mission requirements take first priority. Misuse of time is subject to disciplinary action. Employees are encouraged to use Academy facilities. The employee is to provide all personal clothing and individual equipment for the chosen activity.

## **ARTICLE 19 - ALTERNATIVE DISPUTE RESOLUTION (ADR)**

**Section A, Definition.** ADR holds the promise of avoiding what is often acrimonious litigation that may fracture the critical relationship between an agency and its employees. ADR takes on as many forms as there are different kinds of problems to resolve. Some of the most popular techniques include arbitration, mediation, conciliation, settlement negotiations, facilitation and mini-trials. The Academy and Union agree there is much to be gained in employee morale, productivity and efficiency by exploring how work place issues and employment problems can be solved without adversarial proceedings. ADR processes in this context involve joint labor-management communication and cooperation efforts. Dispute prevention is everybody's business.

**Section B, Official Time.** Participation in and preparation for officially sanctioned ADR activities are considered processes which enhance the quality of work environment and are part of the paid duty day.

**Section C, Union's Role.** ADR procedures are not intended to diminish the Union's role as the exclusive representative of the bargaining unit. An employee may request Union representation at any time during an ADR process.

**Section D, Mediation.** Mediation is probably the most commonly used ADR process. Mediation provides for a neutral third party to assist in negotiating agreements, but the mediator does not render a decision in the matter. Any settlement reached through mediation must be achieved by the parties themselves. However, the mediator takes an active role in the negotiations. Either party may request mediation, but both parties must agree to mediation before it can be accomplished. Both parties agree to use only trained mediators in this process. The mediator may be an Academy resource (military, civilian, Union member, etc.) or other party. Only the Union and Employer can mutually agree to hire an off-Academy mediator. If a fee is involved, both Employer and Union shall share costs equally and mutually agree upon the Mediator. The Employer agrees to seek training for employees in order to form a pool of trained Academy mediators.

## **ARTICLE 20 – TOTAL QUALITY AIR FORCE**

**Section A, Confidence and Trust.** The parties agree the success of the QAF theory depends on the confidence and cooperation of bargaining unit employees. To instill the trust necessary to assure success, it is desirable to avoid adverse impact to employees serving on a process team.

**Section B, Cooperation and Exclusive Representation.** The employer and the union agree to work together to implement QAF. The goals of QAF - to improve customer service and to improve communication between management and employees, for example - are beneficial to employer, union and employees. The collective bargaining process will affirm the Union retains the rights provided by law and the Union may exercise those rights at its discretion. QAF will not undermine the Union as exclusive representative of the employees in matters relating to conditions of employment.

**Section C, Union Rights.** The Union reserves the right to bargain on matters affecting the working conditions of employees, regardless of whether or not matters are initiated through the QAF process. No understandings reached as part of the QAF process shall in any way interfere with or negate the Memorandum of Agreement (MOA). Past practices remain in effect unless and until notice and bargaining obligations have been completed. The Union will be sent a courtesy copy of written recommendations of a process team solution which, if implemented, would change the MOA or past practice, or in any other way deals with personnel policies and practices and matters of working conditions subject to resolution through negotiations. The Union will be provided the opportunity to be present at formal discussions with employees.

**Section D, Employee Participation.** Participation in a QAF process team is generally voluntary. The Employer acknowledges effective results will come from volunteers and will seek volunteers. In some cases, an entire working group may be asked to participate in a process team. The Employer will consider valid requests to be excused. Employees will be fully informed concerning the QAF objectives and processes. If an employee elects not to participate, but holds key information about a process or problem being studied, it is considered a legitimate assignment of work to ask the employee to explain what they know to the process team.

**Section E, Performance Ratings.** No adverse inference will be made in performance ratings or appraisals for electing not to volunteer or for opinions expressed or positions taken on a process team. Authorized time spent performing process team activities will not degrade evaluation of an employee's productivity in regularly assigned duties.

**Section F, Training for Union Representatives.** The Employer will provide QAF process team facilitator training to Union officers and stewards. This is not Union sponsored training under Article 5. Additionally, officers and stewards may be granted reasonable amounts of official time to attend AFGE sponsored training on TQM under Article 5.

**Section G, Official Time.** Time for process team meetings and related work will not be deducted from the allocations of official time (see MOA, Article 5). The Employer will pay

expenses for bargaining unit members for on-the-job efforts related to QAF. Official time granted to Union representatives will be in accordance with the MOA.

**Section H, Awards.** The Employer reserves the right to reward people as the Employer determines appropriate. This includes both individuals and groups involved in earning the recognition. The Union understands this agreement applies only the Employer's relationship with bargaining unit employees, not the Employer's relationship with others, such as military or management. The Employer will provide a copy of award publicity, such as in organizational newsletter or base newspaper, to the Union.

**Section I, Documents and Representation.** Whenever a QAF team, committee, board, etc., is chartered with bargaining unit employees as members, the Employer will provide the Union the same chartering documents as is provided to the team, committee, board, etc. A copy of this Memorandum of Agreement will be provided to teams, committees, boards, etc. The Union will be invited to be represented at steering groups or boards.

**Section J, Process Teams.** A process team (known as process action team (PAT) or process improvement team (PIT)) is a group affected by and/or able to improve a process or solve a problem. All people on a team are considered persons of worth with something to contribute; team members do not have traditional roles, such as management, union or worker. The deliberations of a team are not considered a formal discussion under the Federal Labor-Management Relations Statute. For all of these reasons, no special effort will be made to assure that either party (Employer or Union) is represented on a process team. The Employer is obligated to afford the Union its full rights under the Statute (see Section C of this article.)

**Section K, Safety.** Work and personal safety of employees will remain an important factor as customer service is improved.

## **ARTICLE 21 - TRAINING**

**Section A, Training.** The Employer, consistent with its needs, shall seek adequate job related training of employees. Management will identify those civilian employees who need training and the training required. Appropriate training will be identified and provided by management subject to such factors as budget limitations, mission requirements and course availability. Training will be recorded on the Supervisor's Employee Brief (SEB, AF Form 971) and appropriate documentation will be filed in the Official Personnel Folder (SF 66). Employees involved in formal training programs for which they have signed training agreements may be removed from the training program for not meeting the conditions of the training agreement.

**Section B, Licensing.** This section applies only when a valid State professional license is required by the Position Description/Position Guide. The Employer will allow the employee to test during duty time. The Employer will allow duty time for training to the extent the training is approved by management as being necessary to maintain the license.

**Section C, Miscellaneous.** Management and the Union recognize that employee self-development is beneficial to both parties. To the maximum extent possible, management shall publicize the self-development opportunities available to employees and the amount of financial support available for such training. Publicity will be provided periodically during the year through normal distribution channels. Management agrees that training necessary for employees to perform their jobs at an acceptable level of competence should be provided if at all possible. New employees will be provided orientation and training necessary to assist them in adjusting to their job environment. For job-related training within a work unit where not all employees will be afforded, supervisors should consider the following: consistent training opportunities to those given other employees; the employee's need for training; the employee's interest in the training; and the demonstrated ability of the employee to assimilate the training and apply it on the job. When meaningful distinctions cannot be made among qualified employees, training will be offered on the basis of seniority. For directed training, management agrees to make every effort to extend partial or full reimbursement for tuition and other valid, reimbursable fees in accordance with applicable laws and regulations. If the employee requests, he/she will be given an explanation any time a request for training is denied.

## **ARTICLE 22 - POSITION CLASSIFICATION**

Supervisors will furnish each employee with a current copy of their official Position Description and/or Position Guide. Employees alleging misclassification of their position should first attempt to resolve the problem with their immediate supervisor. Should this fail, the employee upon request, will be furnished all information concerning appeal rights and applicable procedures, during which process the employee is entitled to representation. Before an appeal is processed, the supervisor, employee and USAFA classifier must all agree to the accuracy of the document. In a situation where an employee disagrees with the content of the document, the employee may use the grievance procedure as outlined in article 40.

## **ARTICLE 23 - BUSINESS BASED ACTION**

**Section A.** A Business Based Action (BBA) is a reduction pay rate, a change in employment category from regular to flex, a change to lower grade or pay band, a furlough of eight calendar days or more, or a separation action initiated by management for nondisciplinary reason(s).

**Section B.** In conjunction with the union, management officials have the responsibility to determine the methods, means and personnel necessary to carry out the mission. When a decision has been made to use a BBA that adversely affects employees, the Employer will notify the Union and the rationale will be given. The Union will be given an opportunity to negotiate on the impact of affected bargaining unit employees. The Union will advise of its intent (to negotiate on the impact) within fifteen (15) workdays after notification.

**Section C.** The President (or designated representative) will be given an opportunity to attend any meeting pertaining to the BBA which the Employer may hold with the affected unit employees.

## **ARTICLE 24 - CONTRACTING OUT**

1. When the installation commander approves an OMB Circular A-76 cost comparison or direct conversion, he must notify HQ USAF/PEM. Upon HQ USAF concurrence and, if necessary, Congressional notification, the Employer will notify the employees affected and/or their representative in all cases. After that time limit, the cost comparison begins to include bid solicitation and/or request for proposal. Governing directives state the Union will be kept informed during the cost comparison process by Human Resources Office (HRO). HRO will ensure the employees and Union are given an opportunity to provide input; e.g., cost-savings ideas for consideration in the development of the performance work statement and the management study.
2. Early in the management study, management will solicit the views of the employees in the commercial activity under review and their representatives for their recommendations as to the most efficient organization or ways to improve the method of operation.
3. For solicitation under sealed bid procedures, HRO will ensure the Union is notified before (at least three days) bid opening. For all cost comparisons, HRO will ensure the Union is formally notified of the outcome.
4. Such information supplied to the Union will be treated in a confidential manner except that the Union will be free to seek advice from its national headquarters. The Employer will furnish to the Union, upon request, OMB Circular A-76 information IAW applicable laws and governing directives. The information will be used to facilitate discussion, understanding and negotiation over the impact of the decision to contract out. Management agrees to comply with all provisions of OMB Circular A-76 (and with any supplements or superseding circular or directives) and with this negotiated Agreement. However, any dispute over compliance with the OMB Circular A-76 (and with any supplements or superseding circular or directives) will not be subject to the negotiated grievance procedure.

## **ARTICLE 25 - SHUTDOWN OF EQUIPMENT OR FACILITIES**

In the event of shutdowns due to equipment or facility maintenance, overhaul or breakdown, or curtailment in mission requirements, the Employer will make every attempt to assign employees to other work areas. The Employer makes every attempt to keep in an active work status those employees who can be effectively utilized. Employees may be assigned across NAFI's at the discretion of the gaining NAFI management if, in the opinion of the gaining NAFI management, the employee is qualified to perform the available work and the employee can be effectively utilized. Those employees who, in the supervisor's judgment, cannot be effectively utilized may be placed on annual leave or leave without pay (if no annual leave is available).

## **ARTICLE 26 - SAFETY**

**Section A, Implementation and Support.** The Employer will develop, implement and maintain effective occupational safety and health programs and standards to provide and maintain safe and healthful working conditions for employees in accordance with applicable Air Force regulations and Air Force directed provisions of OSHA standards. The Union agrees to actively support the safety programs by such things as: promoting employee interest in safety; supporting the use of safety equipment and safe working procedures. The Agency agrees that no employee will be subject to restraint, interference, coercion, discrimination, or reprisal for filing a report of an unsafe or unhealthy working condition. A Union representative shall be given the opportunity to accompany the Regional Safety and Fire Protection Engineer during the annual physical inspection in response to a report made by a bargaining unit employee or the union of any unsafe or unhealthy condition. The Union representative shall also be given the opportunity to accompany an OSHA inspector at any time. On a space available basis, the Union will print safety-oriented articles in its local publication.

**Section B, Occupational Safety and Health Council.** The Union will be allowed up to 2 members on the Occupational Safety and Health Council. The purpose of the Council will be to develop general policy. The Union member will keep the Union informed of new developments or changes in safety policies and programs. The Union will be provided an opportunity to submit agenda items to the Employer to consider for use at the minutes for each meeting on a regular and timely basis. Prior to implementation, the Employer will brief the Union on any new or modified safety programs involving bargaining unit employees.

**Section C, Employee Compliance.** All employees will observe and comply with pertinent safety and accident prevention policies, regulations and directives. Employees have the responsibility for personal housekeeping around their immediate work site. No employee will remove guards or protective devices from machines or equipment prior to and during operation without following the proper procedures. No employee, other than qualified maintenance personnel (except for trainees under direction of qualified maintenance personnel) shall be required to perform repair work on or about moving or operating machines. The Employer will be the judge of the capabilities of an employee assigned to perform the above-mentioned work, taking into full consideration the experience of the employee in each specific instance. This does not preclude making normal or necessary adjustments to machinery or equipment while in motion or in operation, nor does it preclude normal operator maintenance. Violation, abuse, or non-observance of safety rules, regulations policies, practices, procedures, equipment, protective clothing and methods may be grounds for disciplinary action.

**Section D, Safety Checks.** When only one person is assigned to perform work in a hazardous work area, a system of periodic personal, radio, intercom, or telephone checks will be used. Air Force Occupational Safety and Health (AFOSH) Standards prescribe those situations where a second person is mandatory.

**Section E, Protective Equipment.** The employer will comply with OSHA requirements in determining and acquiring the kinds and types of personal protective equipment to be issued and used by employees. Employees will be responsible for assuring the upkeep and maintenance of their safety and personal protective equipment. The Employer will replace “Employer issued” safety and protective equipment which has become unusable or not serviceable because of reasonable wear and tear and for which continued use is required. In all other cases, any replacements will be at the employee’s expense. Employees who perform the duties of a position that requires safety clothing and/or equipment, will not be allowed to perform the duties of that position without the required and issued safety clothing or equipment. This requirement also pertains to totally deaf employees who work in areas requiring mandatory hearing protection. If such a situation arises, the employee may be sent home on their own time to obtain the required clothing or equipment. Whenever walking outside, employees are strongly encouraged to request and use the available shoe spikes when icy conditions prevail in parking lots and on sidewalks.

**Section F, Immunizations.** The Employer shall provide mandatory immunizations required for conditions of employment. Employees who perform the duties of a position that requires immunizations will not be allowed to perform the duties of that position without the required immunizations.

**Section G, Incident Reporting.** The Employer agrees to ensure prompt abatement of unhealthy and unsafe working conditions. The Employer will develop and implement a procedure and the necessary forms to be utilized for reporting accidents or injuries. The employee will complete the necessary forms to report injuries or accidents as soon as possible, but usually no later than 48 hours after the occurrence of an injury or accident. If the employee is unable to complete the necessary accident forms, the supervisor will submit them.

**Section H, Hazard Reporting.** The parties recognize that while employees are not prohibited from contacting outside sources, including OSHA, employees will first make use of Air Force hazardous reporting processes by submitting the appropriate hazard reporting form. Supervisors will take prompt, appropriate action to correct unsafe conditions reported by employees and Union representatives. In the case of imminent danger situations, employees shall make reports by the most expeditious means available. The employee has a right to decline to perform his or her assigned tasks because of a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to effectively seek corrective action through normal hazard reporting and abatement procedures. However, in this instance, the employee must report the situation to his/her supervisor or the next higher level supervisor who is available. If the supervisor believes the condition or corrected condition does not pose an imminent danger, then the supervisor shall request an inspection by an agency safety officer.

**Section I, Training.** The Agency shall provide appropriate safety and health information for employees and Union including specialized job safety and health information appropriate to the work performed by the employee.

## **Section J, Asbestos and Hazardous Materials.**

**1. Inspections.** Inspections for asbestos will be conducted on an as-needed basis prompted by work orders, project designs or suspected hazard reported by Union, employees or supervisors. Inspections for hazardous materials will be conducted periodically where a hazardous material is known or suspected to exist. Inspection reports are available for Union review in the Office of Bioenvironmental Engineering.

**2. Detection.** Employees who suspect the potential hazard of asbestos or hazardous materials will report his/her suspicions to the immediate supervisor or submit the appropriated hazard reporting form. The supervisor will respond to the report. Written hazard reports will be promptly evaluated by Bioenvironmental Engineering. Employees who have been determined to be overexposed will be notified within five workdays after determination. Lesser exposures will be reported to the supervisor within 30 calendar days after determination. The supervisor will, in turn, promptly inform employees. When the Employer determines an area is restricted due to asbestos or hazardous materials, employees will be provided protective equipment before being assigned to work in the area. Bioenvironmental Engineering will periodically monitor work places where exposure to hazard is controlled by ventilation, protective equipment, work practices or other measures until the hazard is mitigated or removed.

**3. Overexposure.** Once overexposure has been determined, the possible affect of such exposure on the employee's health will be determined by future health screening provided at no cost to employees by the Employer.

**4. Testing.** Voluntary no cost health screening is available to employees who suspect overexposure to asbestos. Suspected overexposure to hazardous materials will be evaluated on a case by case basis to determine the need for medical evaluation.

**Section K, New Equipment or Machinery.** The employer will ensure that employees have been oriented on the use of new equipment or machinery and will ensure that this equipment or machinery has been inspected when required, for safety before initial use. Only qualified personnel shall be required to perform, repair, work on, or about moving or operating machines. The Employer will be the judge of the capabilities of an employee assigned to perform the above-mentioned work, taking into full consideration the experience of the employee in each specific instance. This does not preclude the normal or necessary adjustments to be made to machinery or equipment while in operation.

## **ARTICLE 27- ENVIRONMENTAL AND HAZARD PAY**

**Section A, Environmental Pay.** Environmental differential will be paid for exposure to various degrees of hazard, physical hardships, and working conditions of an unusual nature as provided for in applicable agency regulations and FPM Supplement 532-2.

**Section B Eligibility.** Eligibility of an employee for environmental differential pay will be determined by management in accordance with applicable OPM guidelines.

## **ARTICLE 28- MEDICAL ATTENTION FOR CIVILIAN EMPLOYEES**

**Section A, Treatment.** Employees requiring emergency medical treatment shall be offered prompt, adequate medical attention through existing medical facilities at the United States Air Force Academy. Medical treatment shall include emergency illness occurring on the job as well as job incurred accidents. The Employer will provide transportation to Academy medical facilities for employees ill or injured on the job who require emergency care. Employees ill or injured on the job may choose to receive treatment from their personal physician. In such cases the employee will be given appropriate forms from his or her supervisor and provide appropriate completed forms after treatment.

**Section B, Immunization.** The Employer shall offer, without cost, immunization against communicable disease to all employees when the need is determined by the Hospital Commander.

**Section C, Directives.** Medical directives concerning treatment of bargaining unit employees will be discussed with the Union prior to implementation.

**Section D, Work Related Injuries.** Employees must report any and all injuries on the job to their supervisor. The supervisor will take appropriate action to insure that:

(a) the employee has an opportunity to report to the agency's physician or his/her personal physician for treatment and completion of necessary reports;

(b) the Human Resources Office is promptly notified to ensure timely processing of necessary reports and employee claims.

The Agency agrees that assistance will be given to employees in preparing necessary forms and documents for submission and that employees will be informed of their rights under the Federal Employee's Compensation Act, as amended. If an employee is able to return to duty, he/she will be required to perform duties only to the extent and limits prescribed by the treating physician. In this regard, no such employee will be returned to duty when, in his/her physician's opinion, returning to duty would aggravate his/her illness or injury. In the event that such employee's supervisor does not have light work which meets the physician's stated limitations for the employee, the supervisor will contact the Human Resources Office to see if other light duty work is available which the employee can perform. If no light duty work is available, the employee will be placed in an appropriate leave status. The employee may request Union representation at any stage of this procedure.

## **ARTICLE 29 - EQUAL EMPLOYMENT OPPORTUNITY**

**Section A, Equal Employment Opportunity (EEO) Program.** The Employer and the Union will cooperate in support of the EEO Program by prohibiting discrimination because of age, sex, race, color, creed, national origin or handicapping conditions. Management will maintain an EEO Counseling Program for the purpose of EEO counseling, informal inquiry and resolution of employee EEO complaints. In all aspects of personnel management, the Employer and it's agents shall be bound by Title VII of the Civil Rights Act, the Rehabilitation Act, the Age Discrimination in Employment Act, the Equal Pay Act and the regulations of the EEO, including 29 CFR 1614.

**Section B, Representation.** The employee has the right and opportunity to select any individual, organization or the Union as a representative, except when the complaint is processed under the provisions of the Negotiated Grievance Procedure. Further, an individual who has been officially designated as an EEO counselor will be precluded from representing an employee in an EEO complaint. If a representative is desired when presenting an EEO complaint at any stage, the employee, or the Union when representing an employee, shall identify in writing who is the one representative. Changes in officially designated representatives must also be made in writing. Complainants and their representatives will be free from restraint, coercion, discrimination, acts of reprisal, or interference as a result of filing a complaint or through participating in the complaint process.

**Section C, Official Time.** Both the complainant and the representative, if any, will be allowed a reasonable amount of official time to prepare an EEO case, and both will be allowed a reasonable amount of official time to present the case, provided arrangements have been made in advance with both supervisors.

**Section D, EEO Committee and Subcommittees.** The Union will participate in the EEO Committee, the Hispanic, the Black and the Federal Women's subcommittees by nominating two or more representatives to serve on each of the committees. These nominations will be submitted to the appropriate NAFI commander who will appoint one individual to serve on each of the committees. Appointments will be for a two-year period. The Union will submit nominations for replacements as far in advance of the expiration date as possible. Management retains the right to remove any employee from the membership of any committee for just cause. The Union, through it's representatives, will participate actively in the EEO Committee by identifying problems, recommending courses of action for resolution of the problems and defining better methods to achieve equal employment opportunity and affirmative action objectives. The Union representatives on the Committee and subcommittees will keep the Union advised of the progress, changes and policies developed by the Committee and subcommittees.

**Section E, Right to Appeal.** The presentation of an informal EEO complaint to an EEO counselor shall not constitute an irrevocable election to use statutory appeal procedures under 5 USC 7121 (d).

**Section F, Accommodation.** In the case of handicapped employee who even with reasonable accommodation cannot perform the principal duties of his/her position, the Employer is encouraged to seek a detail position for the employee. In the meantime, the Employer will encourage the employee to update his/her OPF file and will assist the employee in identifying other jobs that he/she can perform. If a vacancy exists whose duties the employee can perform with or without reasonable accommodation, selection of the employee is usually mandatory.

## **ARTICLE 30 - FUND DRIVES**

It is the policy of the Executive Branch of the United States Government to permit authorized agencies to solicit funds for charitable and other humanitarian purposes from Federal employees at their places of employment. The worthwhile efforts of these agencies on behalf of all citizens merit a generous voluntary contribution from employees. The Union agrees to support such fund drives. Voluntary contributions will be truly voluntary giving. Any practice that involves compulsion, coercion, or reprisal directed at the individual employees because of the size of their contribution or failure to contribute is prohibited.

## **ARTICLE 31 - SUGGESTION PROGRAM**

The Union shall give full support to the Employer's Suggestion Program in the interest of promoting efficiency, economy, and other improvements in the operation of the United States Air Force Academy. Such support shall be by word of mouth, announcements during meetings and written encouragement to participate in the program. Dependent on space consideration, the Union will list award recipients in the Union newspaper. The Employer will provide the Union with a list of unit award recipients on a regular basis.

## **ARTICLE 32 - PRE-RETIREMENT COUNSELING CONFERENCE**

As the need arises, the Employer will conduct a pre-retirement briefing for NAF employees at the Air Force Academy who may become eligible for retirement. The purpose of this briefing is to give the employee information related to making a desirable transition from employment to retirement. The retirement briefing is provided on an as needed basis as there are few employees who retire each year.

## **ARTICLE 33 - SUBSTANCE ABUSE**

**Section A, General.** While it is recognized that alcoholism and substance abuse are treatable diseases, unsatisfactory job performance or misconduct due to possible abuse may be grounds for disciplinary or corrective action. This does not preclude the Employer from its responsibility on substance abuse treatment.

**Section B, Training and Counseling.** On an as needed basis, the Employer will provide a training program not to exceed four (4) hours in length to stress the injurious effects of substance abuse. The Employer also agrees to provide counseling service through the Medical Facility for any employee having a drug or alcohol related problem.

**Section C, Union Support.** The Union will support the Employer's program by publicizing the injurious effects of substance abuse, and by encouraging its officers and representatives to become familiar with the Employer's substance abuse program. The Union can obtain available materials and information regarding the substance abuse program from the EAP of the Medical Facility. Union officials and Stewards who become aware of employee substance abuse problems will refer the employee to the Medical Facility, which is the initial referral source for Academy personnel. At the employee's request, the Union may also inform the employee of non-Air Force agencies and treatment facilities in the Colorado Springs area. A list of such agencies and facilities can be provided to the Union by the EAP or the Medical Facility.

**Section D, Random Drug Testing.** It is recognized the Employer has a compelling obligation to eliminate illegal drug use from the workplace. Certain positions have been designated for random drug testing because performance of sensitive and critical duties while under the influence of illegal drugs could adversely affect personnel safety; risk damage to property; impair day-to-day operations or compromise sensitive intelligence information. If a supervisor has reasonable suspicion that an employee is "under the influence", random drug testing may be accomplished. Drug Testing based upon Federal guidelines will be negotiated by the Union and Employer as required by the Labor Relations statute (5 USC 71).

## **ARTICLE 34 - PERFORMANCE RECOGNITION AND AWARDS**

**Section A, Awards for Civilian Employees.** The following are performance recognition and awards available to supervisors to acknowledge better than expected performance. Supervisors are to use incentive awards during the year and consider performance awards at annual appraisal time.

### **Section B, Monetary Awards**

1. Performance awards may be used to recognize an employee's performance. These performance awards are normally given during the annual performance evaluation cycle of each year.
2. Special Act or Service Awards. A special act or service award may be given to an employee for a specific event that results in a unique contribution to the organization above and beyond the scope of assigned duties.
3. On The Spot Cash Awards. An on the spot cash award may be given to an employee for a specific event or situation that results in a unique contribution to the activity or organization.

### **Section C, Other Recognition (non-cash awards)**

1. Time off from duty, called a time off award (TOA), may be granted without loss of pay or charge to leave in recognition of superior accomplishment or other personal effort that contributes to the quality, efficiency or economy of operations.
2. Service Recognition reflects recognition of long and faithful service. Recognition is given to regular employees for 5, 10, 20, 30, 40 and 50 years of service.
3. Honorary awards. NAF employees may receive honorary awards according to AFI 36-1001, Performance Management Program. Cash payment (if given) for honorary awards are the responsibility of the recommending NAF activity.
4. Letters of Commendation can be used any time to commend an employee for any unusual achievement/contribution which does not meet criteria for cash awards. This is not used in conjunction with the annual appraisal. It is filed in the employee's official personnel folder.

**Section D, Exclusions.** Grievances concerning non-adoption of a suggestion, disapproval of any awards, not granting a performance or other kind of honorary or discretionary award are specifically excluded from coverage of the negotiated grievance procedure.

## **ARTICLE 35 - PARKING**

**Section A, General.** The Employer will provide parking areas for all members of the bargaining unit. Employees will park in those areas designated for them. If management determines that remote parking areas must be used, transportation arrangements will be developed before the remote areas are used. Every effort will be made to provide reserved parking spaces for individuals who are physically handicapped with regard to walking capability. Only employees who obtain and properly display a state-issued handicapped person decal, or AF Form 787, Handicapped Person Vehicle Decal, will be permitted to park in spaces reserved for physically handicapped employees. The driver must be the handicapped person the sticker was issued for.

**Section B, Negotiability.** New parking, not specifically for cadets, is subject to negotiation. Parking areas available for and assigned to bargaining unit employees will not be permanently changed without advance written notice. Temporary changes may be required for special activities; Union President or designee will be notified of such changes. Telephone agreements will be confirmed in writing.

## **ARTICLE 36 - EMPLOYEE DEBTS AND SUMMONS**

**Section A.** The Employer will not be placed in the position of acting as a collecting agency or of determining the validity of contested debts.

**Section B.** Each employee is expected to pay just debts and maintain a reputation in the community for honoring debts. When an employee denies the validity of a debt which is not supported by a court judgment, the Employer will take no disciplinary action on the debt until such a judgment is received by the Employer.

**Section C.** If an employee is to be served with a warrant, summons or subpoena on the Employer's premises, the serving of the document will be done in private away from the employee's work site. In the event an employee refuses to go to the designated area, the document may be served at the work site.

**Section D.** Prior to final separation, an employee will be required to make arrangements to satisfy all obligations owed to USAF NAFIs.

## **ARTICLE 37 - LEAVE AND EARNINGS STATEMENTS**

Leave and Earning Statements will be distributed as soon as possible (by the supervisor) to the employees of the bargaining unit, in such a manner to protect the privacy of the statement.

## **ARTICLE 38 - DUES DEDUCTION**

**Section A, Agreement.** The Employer agrees to deduct bi-weekly Local dues from the payroll checks of bargaining unit employees who request the deduction. This agreement will end if the Union loses exclusive recognition.

### **Section B, Administration.**

1. The Union will inform members that dues deduction is a voluntary program. The Union will provide Standard Form 1187 to all eligible members who are bargaining unit employees and instruct them in the proper procedure for filling them out. The Union will then forward the completed form to the Human Resources Office. The SF 1187 is the only instrument to be used to document payroll allotments, including such purposes as Union insurance and legal plans.
2. The Employer, having certified that each employee submitting a completed SF 1187 is a member of the bargaining unit, will deduct the dues from the employee's salary, provided the employee has earned sufficient net pay to meet voluntary deductions. The deduction will be effective the first bi-weekly pay period beginning one week after receipt of the SF 1187.
3. The Employer will remit a check to Local 1867, AFGE, bi-weekly following the close of the appropriate pay period for the amount of dues deducted. The Employer will also send a list of employees from whose salary the dues deduction was made along with a list of any employees whose dues deduction was terminated.
4. Dues deduction for any employee will be terminated beginning only the first pay period following 1 March upon a voluntary submission of SF 1188, as long as the authorization has been in effect for one year. Union dues may only be terminated by the employee through submission to the NAF Payroll Office of the Employer with an SF 1188. SF 1188s may be dispensed to employees through the Union Office and SVH. Dues deduction can also be terminated the pay period after either (A) the Union notifies the Employer that the employee has been expelled from good standing, or (B) the employee is assigned to a position out of the bargaining unit for more than 30 days. If the position change is temporary, the Employer will restore dues deduction upon return to a bargaining unit position without requiring another SF 1187.
5. The Employer will notify the Union of drops from dues deductions (separations, position changes, SF 1188) within 30 days.
6. The Employer will change the amount of dues deduction upon receipt of written certification from the Union to the Human Resources Office.

## **ARTICLE 39 - DISCIPLINARY ACTIONS**

**Section A, Just Cause.** Oral admonishments, written reprimands, disciplinary demotions, suspensions and removals will be taken only for just cause.

**Section B, Deleting Entries.** See Article 41, Section c, for rules about creating and deleting AF Form 971 records relating to disciplinary actions. Employees will be informed when annotations concerning disciplinary actions, or proposals, are deleted or made unreadable.

**Section C, Procedures.** The procedures described below shall be followed for disciplinary actions including oral admonishments, written reprimands, suspensions or removals (except those involving probationary employees). The Negotiated Grievance Procedure Article of this Agreement shall be the exclusive procedure available to bargaining unit employees for the review of these disciplinary actions except as otherwise provided for in the Negotiated Grievance Procedure. The primary goals of disciplinary actions are to develop, correct and rehabilitate, if possible. The Parties recognize the agency's discretion to determine an appropriate penalty when administering discipline. Unless inconsistent with established agency policy, progressively disciplinary principles will be used when discipline is imposed. Disciplinary actions are inappropriate when an employee refuses to obey either an unlawful order or one which places him or her in danger of serious bodily harm.

**Section D, Informal Resolution Process.** Within five (5) workdays of the incident or within five (5) workdays after the incident becomes known to the Supervisor, the Supervisor will notify the employee of his/her specific concerns about the employee's conduct and attempt to informally discuss the situation with the employee before formally proposing disciplinary action. The employee may request Union attendance during the discussion. The fact that the discussion was held should be annotated on the AF 971 along with whether the issues were resolved or are still being considered.

**Section E, Oral Admonishment.** If the Employer determines an admonishment is warranted, the following procedures will be used. The employee will be informed of the reasons for the admonishment and the facts that lead to the conclusion that the action is warranted. The admonishment will normally be administered in a timely and expeditious manner in accordance with local policy after the occurrence of the alleged offense or when the alleged offense becomes known to Management. Documentation of the admonishment on AF Form 971 will specifically include the words "oral admonishment" along with the cause and will be removed one year from date of entry.

**Section F, Written Reprimand.** If the Employer determines a reprimand is warranted, the following procedures will be used. The reprimand will state specifically and in detail the reason(s) for the action. The reprimand will be served on the employee in a timely and expeditious manner in accordance with local policy after the occurrence of the alleged offense or when the alleged offense becomes known to the Management Official taking the action. The reprimand will include a notice of the employee's right to grieve under the Negotiated Grievance Procedure.

**Section G, Suspension and Removal.** If the Employer determines a suspension or removal is warranted, the following procedure will be used:

1. The Employer will prepare a notice of proposed action stating specifically the reason(s) for the action. The proposed notice shall be served on the employee in a timely and expeditious manner in accordance with local policy after the occurrence of the alleged offense or when the alleged offense becomes known to the Management official taking the action.
2. The employee will be given 15 calendar days from the date the employee receives the proposed notice to reply orally, in writing, or both. In preparing and presenting a reply to the proposed action the employee may represent him/herself or may be represented by the Union or choose a nonunion representative.
3. The Employer will issue a written decision within 15 days. If the decision cannot be issued within 15 calendar days from the end of the employee's reply period, the Employer will notify the employee approximately when a decision will be issued.
4. If the decision is to effect the action the notice of decision will include the employee's right to grieve under the Negotiated Grievance Procedure.

**Section H, Mitigation.** Proposed actions may be withdrawn or less severe actions may be substituted without issuing a new notice of proposed action. A more severe action may not be substituted without issuing a new notice of proposed action.

**Section I, Exceptions to Notice Periods.** The notice periods described above are not applicable when the Employer finds it necessary to take an immediate action to suspend or remove an employee. The normal cause for the immediate action would be when the employee's retention may result in the following:

- (a) damage or loss to property or funds;
- (b) the retention might be detrimental to the interest of the Government;
- (c) the retention might be injurious to the employee, other workers, or the general public;
- (d) or there is reason to believe that the employee is guilty of a crime for which a prison sentence can be imposed.

In these instances grievance action if appropriate of the suspension would be combined with any subsequent adverse action which is taken.

**Section J, Written Notice.** In all cases of written (decision and/or proposed) disciplinary actions, the Employer will furnish the employee with the original notice. After the decision has been issued the employee may represent him/herself or be represented by the Union in the

grievance procedure. If the employee designates the Union as the representative, copies of all subsequent correspondence addressed to the employee will be furnished to the Union representative.

**Section K, Management Considerations.** In determining if disciplinary action is appropriate, management will consider factors from the following list:

1. The nature and seriousness of the offense, and its relation to the employee's duties, position, and responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated;
2. The employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public and prominence of the position;
3. The employee's past disciplinary record;
4. The employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability;
5. The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon supervisors' confidence in the employee's ability to perform assigned duties;
6. The consistency of the penalty with those imposed upon other employees for the same or similar offenses in like or similar circumstances;
7. The consistency of the penalty with the Guide to Disciplinary Actions;
8. The notoriety of the offense or its impact upon the reputation of the Air Force;
9. The clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question;
10. The potential for the employee's rehabilitation;
11. The mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, bad faith, malice or provocation on the part of others involved in the matter;
12. The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

**Section L, Guide to Disciplinary Actions.**

1. The Employer will provide to the Union a guide to reprimands, suspensions and removals. This guide informs employees of penalties and assists supervisors in selecting appropriate penalties. It does not replace supervisory judgments and it does not dictate penalties. This guide provides a general framework within which supervisors may exercise judgment in dealing with particular circumstances.

2. The “Cause of Action (Offense)” column does not include every potential cause. In using this column the supervisor relates the current cause of action to those described in determining the appropriate action. By relating the nature and seriousness of the current offense to the fundamental character of those listed, the supervisor may fit this offense into the general framework.

NOTE: See enclosed “Cause of Action” sheets.

**CAUSE OF ACTION (OFFENSE) AND TYPICAL PENALTY**

**CAUSE OF ACTION (OFFENSE) (see note 1)**

**TYPICAL PENALTY (see notes 2 and 3)**

(Unless otherwise restricted, the supervisor has the option of imposing no penalty or of using an oral admonishment.)

	First Offense	Second Offense	Third Offense
1. Delay or failure to carry out assigned work or instruction in a reasonable period of time.	Reprimand	Reprimand to 5-day Suspension	Reprimand to Removal
2. Insubordinate defiance of authority, refusal to comply with proper orders, wanton disregard of directives or insolence.	Reprimand to Removal	Reprimand to Removal	5-day Suspension to Removal
3. Tardiness or less than 1/2 hour. (see note 4)	Reprimand (see note 5)	Reprimand	1-day Suspension
4. Unauthorized absence of 8 hours or less, tardiness or over 1/2 hour, leaving job without permission or delayed return from lunch.	Reprimand	Reprimand to 5-day Suspension	Reprimand to Removal
5. Unauthorized absence of more than 8 hours.	Reprimand to 5-day Suspension	Reprimand to 14-day Suspension	5-day Suspension to Removal
6. Failure to request leave according to established procedures.	Reprimand to 5-day Suspension	Reprimand to 14-day Suspension	5-day Suspension to Removal
7. Failure to honor a valid denial of a leave request.	Reprimand to 5-day Suspension	Reprimand to 14-day Suspension	5-day Suspension to Removal
8. Loafing or sleeping on duty: a. When hazard to personnel or property is not acute or when no injury or loss is involved.	Reprimand	Reprimand to 14-day Suspension	Reprimand to Removal
b. When hazard to personnel or property is acute or when there has been injury or significant loss.	Reprimand to Removal	5-day Suspension to Removal	10-day Suspension to Removal
9. Careless workmanship or negligence.	Reprimand	Reprimand to 5-day Suspension	Reprimand to Removal

**CAUSE OF ACTION (OFFENSE) (see note 1)**

**TYPICAL PENALTY (see notes 2 and 3)**

(Unless otherwise restricted, the supervisor has the option of imposing no penalty or of using an oral admonishment.)

	First Offense	Second Offense	Third Offense
When consequences may be extreme, an attempt is made to conceal defective work, or there is an unauthorized attempt to remove or destroy work.	Reprimand to Removal	Reprimand to Removal	5-day Suspension to Removal
10. Careless use of NAF property, resulting in possible or actual minimum damage and minor disruption or possible disruption of mission.	Reprimand	Reprimand to 5-day Suspension	Reprimand to Removal
When consequences may be extreme, an attempt is made to conceal defective work, or there is an unauthorized attempt to remove or destroy work.	Reprimand to Removal	Reprimand to Removal	5-day Suspension to Removal
11. Failure to observe safety practice, including failure to use safety equipment, such as eye protection devices, and failure to comply with hearing conservation program requirement.	Reprimand	Reprimand to 5-day Suspension	Reprimand to Removal
When hazard is acute to life or property.	Reprimand to Removal	Reprimand to Removal	5-day Suspension to Removal
12. Loss or damage to, or unauthorized use or destruction of property (including motor vehicles), records, or information. (see note 6)	Reprimand	Reprimand to 5-day Suspension	Reprimand to Removal
When willfulness or intent is involved.	Reprimand to Removal	Reprimand to Removal	5-day Suspension to Removal
13. Theft, actual or attempted, (Penalty is determined primarily by value of property, mitigating circumstances, employee's employment history, and employee's explanation.)	Reprimand to Removal	Reprimand to Removal	5-day Suspension to Removal
14. Deliberate misrepresentation; falsification, exaggeration, or concealment of a material fact in connection with any official document; or withholding of material facts in connection with matters under official investigation.	Reprimand to Removal	Reprimand to Removal	5-day Suspension to Removal
15. Discourteous conduct. Includes discourteous conduct to public.	Reprimand to 5-day Suspension	Reprimand to 14-day Suspension	Reprimand to Removal
16. Calling or participating in a strike, work stoppage or slowdown.	Removal		
17. Picketing if such interferes with agency operations.	Reprimand to Removal	Reprimand to Removal	5-day Suspension to Removal
18. Committing a prohibited personnel practice.	Reprimand to 5-day Suspension	Reprimand to 14-day Suspension	Reprimand to Removal
If violation was deliberate.	Reprimand to Removal	Removal	
19. Rude, boisterous play that adversely affects production, discipline, or morale; use of abusive or offensive language; quarreling or inciting to quarrel; or interfering with the production of others.	Reprimand to Removal	Reprimand to Removal	Reprimand to Removal
20. Fighting, threatening, or inflicting bodily harm on another; physical resistance to competent authority; or indecent or immoral conduct.	Reprimand to Removal	Reprimand to Removal	5-day Suspension to Removal
21. Gambling during working hours.	Reprimand to Removal	5-day Suspension to Removal	10-day Suspension to Removal
22. Drinking, transferring or selling intoxicants on duty or on government premises, except where authorized. Reporting for duty drunk or impaired by intoxicants. (see note 7)	Reprimand to Removal	5-day Suspension to Removal	14-day Suspension to Removal

**CAUSE OF ACTION (OFFENSE) (see note 1)**

**TYPICAL PENALTY (see notes 2 and 3)**

(Unless otherwise restricted, the supervisor has the option of imposing no penalty or of using an oral admonishment.)

	First Offense	Second Offense	Third Offense
23. Being on duty so intoxicated as to be unable to properly perform assigned duties, or to be a hazard to self or others. (see note 7)	Reprimand to Removal	5-day Suspension to Removal	14-day Suspension to Removal
24. Off-duty misconduct of such major import that the employee is unable to fulfill his or her job responsibilities. Off-duty misconduct of such significance that there is an adverse effect upon AF. (see note 8)	Reprimand to Removal	Reprimand to Removal	Reprimand to Removal
25. Failure to honor valid debts or legal obligations. (In determining whether an offense has occurred, consider whether extenuating circumstances have developed after the employee incurred the obligation and the employee's previous record (see note 9)	Reprimand	Reprimand	Reprimand
26. Making false, malicious, unfounded, or highly irresponsible statements against other employees, supervisors, other officials, or subordinates, with the intent to destroy or damage the reputation, authority, or official standing of those concerned.	Reprimand to Removal	5-day Suspension to Removal	10-day Suspension to Removal
27. Discrimination based on race, color, religion, sex, national origin, age, or handicapping conditions of an employee, former employee, or applicant which affects his or her rights, privileges, benefits, dignity, and equality of economic opportunity. Includes sexual harassment. Also includes making racial or ethnic slurs, or disseminating literature containing slurs. Consider circumstances and the effect on the person discriminated against, use of abusive language, violent treatment, or insulting demeanor. (see note 10)	Reprimand to 5-day Suspension	Reprimand to 14-day Suspension	10-day Suspension to Removal
If discriminatory practice was deliberate. (see note 10)	Reprimand to Removal	Removal	
28. Use of abusive or offensive language toward a subordinate; baiting or otherwise inciting a subordinate to violate rules or regulations; coercion in deprivation of an employee's rights; or reprisal for employment of appellate procedures. (see note 10)	Reprimand to 5-day Suspension	Reprimand to 14-day Suspension	10-day Suspension to Removal
If violation was deliberate. (see note 10)	Reprimand to Removal	Removal	
29. Compromise or discredit of examination materials or process resulting from discussion of specific questions or content of examination with other employees, based on experience in the examination, when there is not deliberate effort or intent to compromise the examination materials or process.	Reprimand	Reprimand to 14-day Suspension	5-day Suspension to Removal
Compromise of an examination through unauthorized possession, use, or furnishing to others of examination information or materials.	Reprimand to Removal	14-day Suspension to Removal	Removal
30. Violation of security regulations when the breach does not result in release of security information to unauthorized sources and there is not evidence of a compromise of classified information. Consider all circumstances surrounding the breach in determining if an offense has occurred.	Reprimand	Reprimand to 30-day Suspension	10-day Suspension to Removal
When the violation is intentional or results in unauthorized release or compromise of security information.	Reprimand to Removal	14-day Suspension to Removal	30-day Suspension to Removal

**CAUSE OF ACTION (OFFENSE) (see note 1)**

**TYPICAL PENALTY (see notes 2 and 3)**

(Unless otherwise restricted, the supervisor has the option of imposing no penalty or of using an oral admonishment.)

	First Offense	Second Offense	Third Offense
31. Aiding and assisting in prosecution of claim against the United States, or receiving any gratuity or any share of or interest in claim from any claimant otherwise than in discharge or proper official duties.	Reprimand to Removal	14-day Suspension to Removal	Removal
32. Soliciting contributions from other government officers or employees for gifts or presents offered or presented as contributions from persons in government employ receiving lower salary.	Reprimand	Reprimand to 14-day Suspension	Reprimand to Removal
33. Transferring or selling marijuana, a narcotic, or a dangerous drug. (see notes 11 and 12)	Reprimand to Removal	Removal	
34. Use or possession of marijuana, a narcotic, or dangerous drug on government premises or on duty. Reporting for duty while under the influence of marijuana, a narcotic, or dangerous drug. (see notes 11 and 12)	Reprimand to Removal	Removal	
35. Being on duty so impaired by marijuana, a narcotic, or dangerous drug as to be unable to properly perform assigned duties or to be hazard to self or others. (see notes 11 and 12)	Reprimand to Removal	Removal	
36. Deliberate misuse or unauthorized use of NAF monies or property. (Penalty determined primarily by value, mitigating circumstances, employee's employment history, and employee's explanation.)	Reprimand to Removal	14-day Suspension to Removal	30-day Suspension to Removal
37. Accepting favors or gifts from vendors for personal gain. (Penalty determined primarily by value, mitigating circumstances, employee's employees history, and employee's explanation.)	Reprimand to Removal	14-day Suspension to Removal	30-day Suspension to Removal

**NOTES:**

1. See first page of this attachment; see DoDD 5500.7, Joint Ethics Regulation, for violations of conflict of interest regulations.
2. Except where a lesser maximum penalty is provided, the maximum penalty for third or subsequence offenses is removal. All periods of suspensions are calendar days.
3. See first page of this attachment.
4. Maximum penalty for a third offense within 2-year period is 1-day suspension, and for a fourth offense in that period is 5-day suspension.
5. Normally, an oral admonishment is used.
6. 31 USC 638a (c) in 5 CFR and 31 USC 638a (c) (2) provides that any officer or employee who willfully uses or authorizes use of government passenger motor vehicles or aircraft for other than official purposes is suspended for not less than 1 month and is suspended for a longer period or removed if circumstances warrant.
7. Actions involving these offenses must be carefully evaluated to ensure that the requirements of the federal substance abuse program are met. Close consultations with the HRO and the base medical officer is required.
8. Removal is warranted when US citizens employed overseas become culpably involved with the law enforcement authorities of a host government in whose country the USAF facility is a guest. Such involvement reflects upon the US and affects the success of its mission overseas.
9. There is no offense unless: (a) the validity of the debt is established; (b) there has been a failure to either arrange for or comply with a repayment schedule; and (c) there is a current complaint from the creditor. Suspension is not an authorized penalty. Maximum penalty for third and fourth offenses within 2-year period is reprimand with the added warning that a "continuation of offenses could result in removal."
10. If a supervisor or manager has engaged in an act of discrimination, or an activity that adversely reflects upon the integrity of the management process, an evaluation is made of the manner in which he or she generally discharges his or her management responsibilities, to determine whether he or she should be reassigned or changed to lower grade to a position of different character.

(Reduction in grade is authorized under such conditions but may not be effected in addition to another penalty for the same offense.)

11. For purposes of this manual, a dangerous drug is one so defined by the Attorney General of the US. When a narcotic or dangerous drug has been prescribed for medical purposes under an appropriate authority, its use by the patient is prescribed, is not an offense in terms of this manual. Close coordination with the base medical officer and the staff judge advocate is required.

12. The penalty is selected with due regard to the employee's status as a drug experimenter, drug user, or drug addict and should, whenever possible, contribute to the employee's rehabilitation and restoration.

## **ARTICLE 40 - NEGOTIATED GRIEVANCE PROCEDURE**

**Section A, Introduction.** The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances. This procedure shall be the exclusive procedure available to the Employer, the Union and bargaining unit employees for resolving grievances except as provided in Section C of this Article. A grievance means any complaint:

1. By any bargaining unit employee concerning any matter relating to the employment of the bargaining unit employee;
2. By the Union concerning any matter relating to the employment of any bargaining unit employee or;
3. By any bargaining unit employee, the Union or the Employer concerning:
  - a. The effect or interpretation, or a claim of breach, of this Agreement; or
  - b. Any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

**Section B, Questions Regarding Whether the Matter is a Grievance.** A grievance is any complaint within the definition in 5 USC 7103 (a) (9). Unless excluded by specific language in this Agreement, a grievance may be filed over any matter grievable by law. Where a statute provides a longer period of time to file a claim than that provided in this Article, the statutory period shall control. Questions which cannot be resolved by the parties as to whether or not a grievance is on a matter subject to the grievance and arbitration procedures of this Agreement may be referred by either party to arbitration as a threshold matter. Questions of this nature may be referred by the grieving party to arbitration as a threshold matter only after the parties have discussed the issues and made a concerted effort to resolve the issues.

**Section C, Exclusion.** Grievances concerning the following matters are specifically excluded from coverage of this procedure:

1. Any claimed violation of subchapter III of Chapter 73 of Title 5 USC (relating to prohibited political activities);
2. Retirement, life insurance, or health insurance;
3. A suspension or removal relating to national security (Section 7532 of Title 5 USC);
4. Any examination, certification, or appointment directly related to initial conditions of employment;
5. The classification of any bargaining unit position which does not result in the reduction in grade or pay of a bargaining unit employee; (The classification appeal process is to be used for

concerns with title, series, grade and pay plan of a position. Duties and content of the job description are grievable).

6. Failure to be selected for promotion when proper promotion procedures are used, that is, non-selection for promotion from a group of properly certified candidates or an action required to be taken by the Employer under provisions of statute;
7. An action terminating a temporary promotion and returning the employee to the former position or comparable position from which temporarily promoted;
8. Non-adoption of a suggestion, performance award, or other kind of honorary or discretionary award;
9. A preliminary warning or notice of a specific action which, if effected, would be covered under this grievance procedure (e.g., a notice of a proposed suspension) or would be excluded from coverage under this section;
10. Separation actions taken on an employee serving a trial or probationary period.

**Section D, Grievance versus Statutory Procedure.** An aggrieved bargaining unit employee affected by discrimination (Ref 5 USC 2302) (b) (1), a removal or reduction in grade based on unacceptable performance (Ref 5 USC 7512) may raise the matter under a statutory procedure or the Negotiated Grievance Procedure, but not both. For the purpose of this article and pursuant to 5 USC 7121, an employee shall be deemed to have exercised this option under this section when the employee timely initiates an action under the applicable appeal procedure or timely files a written grievance under provisions of this Article.

#### **Section E, General Provisions.**

1. **Official Time.** A reasonable amount of official time without charge to leave will be afforded in accordance with the following:

a. To the Bargaining Unit employee, if otherwise in an official duty status, to informally discuss with the first-line supervisor a complaint the employee may have covering matters under this Agreement.

b. To a Union representative, if otherwise in an official duty status, to informally discuss with the appropriate operating official complaint the Union may have concerning matters under this Agreement.

c. To the employee and a Union representative, if both are otherwise in official duty status, for preparing and presenting a formal grievance.

d. To a Union observer, otherwise in an official duty status, in those instances where this Negotiated Grievance Procedure or Chapter 71 of 5 USC provides for such an observer to attend a grievance meeting under Steps 2 and 3 of this procedure.

## **2. Representation Rights.**

a. An employee is entitled to Union representation at any stage of the grievance procedure. Any employee or group of employees may personally present and process a grievance without a representative. A representative of the Union will be given the opportunity to be present on official time, if otherwise in an official duty status, during a grievance processing.

b. In the event of a group grievance, where the group is represented by the Union, the Union will designate, in writing, a person to act for the group. One Union representative(s) will be allowed on official time. If the group chooses not to be represented, the group will designate, in writing, one spokesperson to act for the group.

c. See Article 5, Sections C and E, for selection of steward.

d. During the processing of grievances at steps 2, 3 and 4 the Union may supply additional Union paid representation. The Employer is also entitled to additional representation.

e. Academy employees, including Union representatives, will not leave Academy premises to work on grievances, except on their own time or where prior written approval has been obtained from the Agency representative.

f. Only the Union (except for employees otherwise excluded under Article 2 of the Agreement) may represent employees on grievances processed under the Negotiated Grievance procedure, if the grievant chooses to be represented.

g. If the employee is represented, the grievance deciding official will notify the Union office by telephone promptly (normally same day) after issuing the grievance decision that the decision has been issued and a copy is being mailed to the Union.

**3. Time Limits.** When the last day of a period for filing a grievance or arbitration falls on a weekend or a holiday, the deadline will be extended to the next workday. Failure to comply with the time limits specified in this procedure may be cause to deny a grievance unless the prescribed time limits are extended by mutual agreement. If the Employer fails to respond within the time limits or without an extension, the Union may advance to the next step. Failure to advance the grievance will constitute withdrawal. A grievance over a continuing practice or condition, or one that has been given a reasonable application test period, may be filed within 90 days.

**4. Contents of Grievance.** Every grievance presented or filed under this procedure must contain the following information (in writing at Steps 2, 3 and 4):

A. In an employee grievance:

(1) Name of the grieving employee or statement that the grievance is filed on behalf of the Union with the appropriate signature;

(2) An explanation of the grievance in sufficient detail for management to properly consider the grievance issue(s). A grievance elevated from one step to the next step will not include issues which were not submitted for review at the previous step. However, new examples or explanations which are directly related may be cited at the next step;

(3) A statement as to how the employee is personally affected, if applicable, by the question of application or interpretation of the Agreement;

(4) The specific corrective action or interpretation requested or desired;

(5) The name of the employee's initial Union representative or a statement that the employee is unrepresented;

(6) Copies of any documents related to the grievance.

**B. In a Union or Group grievance:**

(1) In a Union grievance – In addition to above, a grievance will include a statement identifying the employees in the Unit affected, if appropriate, and how they or the Union are affected by the interpretation or application of the Agreement;

(2) In a group grievance – In addition to above, a grievance will include a statement identifying the employees in the group affected, designation of the person to act for the group, designation of the Union representative for the group and how the group is affected by the application or interpretation of the Agreement.

C. Unless the grievance starts at Step 2 or 3 under paragraph F-1 of this Article, a Step 2 grievance will include information about Step 1. If Step 1 was in writing, include copies of the grievance and answer. If Step 1 was verbal, include at least the date and summary of grievant's Step 1 presentation to his or her supervisor, and the date and summary of the supervisor's response.

**Section F, Procedural Steps.**

**1. Employee Grievances.** The following steps will be taken by an employee having a complaint under this contract:

a. Grievances involving the following matters will be introduced at Step 2:

(1) Letter of reprimand;

(2) Suspensions of 14 days or less;

b. Grievances involving the following matters will be introduced at Step 3:

(1) Adverse actions taken under 5 USC 7512;

(2) Actions taken under 5 USC 4303.

c. In cases of disciplinary actions, where the person who would normally answer the grievance decided or directed the action, the Employer will consider using another management official to decide the grievance.

**Step 1, Informal Grievance.** Within 20 calendar days after the occurrence of the event giving rise to the complaint or the date it becomes known to the employee, the employee will present the matter to the immediate supervisor. If the employee desires Union representation at this stage, the employee will notify a Union representative (usually the steward in the immediate geographical area). The employee or representative (if any), will specifically inform the immediate supervisor that the complaint is a grievance. If the employee grieves in writing, the supervisor will respond in writing.

Within 20 calendar days after receiving a written or oral complaint the immediate supervisor will issue a decision to the employee and the representative (if any). If the employee is not satisfied with this decision, the employee or representative will immediately advise the supervisor if the employee intends to grieve formally.

**Step 2, Formal Grievance.** Within 20 calendar days after receiving the Step 1 decision, the written Step 2 grievance shall be delivered to the Human Resources Office (SVH) if the employee is not satisfied with the Step 1 decision. Grievances introduced at Step 2 must be submitted to SVH within 20 calendar days after the discipline or performance rating.

Within 20 calendar days after receipt of a Step 2 grievance, the Employer does both “a” and “b” of the following:

a. SVH will determine compliance with this Article and, if acceptable, forward the grievance to a management official higher up the Chain of Command from the Step 1 supervisor. The supervisor accepting and answering a grievance at Step 1 does not imply compliance with this article. If not acceptable under the criteria established under this article, the Step 2 grievance will be returned to the employee and representative (if any) with deficiencies noted. The employee will have 5 calendar days to resubmit the grievance by presenting to SVH the requested information.

b. The deciding official will meet with the employee and Union representative (if represented), review the grievance file and any evidence not previously considered, conduct an investigation and interviews that in the opinion of the official is necessary to resolve the complaint, and render a written decision to the employee.

c. If the employee is still not satisfied with the decision, the grievance may be advanced with written notice including explanation as to why remedies granted were not sufficient. Also, copies of the written grievance and decision letter will be provided by the representative.

**Step 3.** If the employee is still dissatisfied after receiving the Step 2 decision, the employee may submit the written grievance to SVH for consideration of the grievance by the major organization commander or designated operating official. The request for consideration must be submitted within 20 calendar days after either (1) receipt of the Step 2 decision, or (2) for grievances involving discrimination; the event giving rise to the grievance or the date it becomes known to the employee.

If the employee is still not satisfied with the decision, the grievance may be advanced with written notice including explanation as to why remedies granted were not sufficient. Also, copies of the written grievance and decision letter will be provided by the representative.

Within 20 calendar days after receiving the Step 3 grievance, the major organization Commander, or designated operating official, will meet with the aggrieved employee and representative (if any), review the grievance file and any evidence not previously considered and provide the employee and the Union (if representing the employee) a copy of the written decision. The meeting will not be held if mutually agreed upon between the Employer and Union, or employee if unrepresented. A grievance decision at any step by a manager who normally makes Step 3 decisions will be considered a Step 3 decision and the Agency will notify the Union in writing that the person is the Step 3 official.

**Step 4. For those issues which may proceed to arbitration.** If the matter is not resolved to the satisfaction of the aggrieved party, only the Union may invoke arbitration. If the Union desires to proceed with arbitration, the written request will be submitted within 20 calendar days of receipt of the written Step 3 decision of the Employer. If the Union elects not to proceed to arbitration, the decision of the Step 3 official will be final and not subject to further grievance procedures.

**2. Union Grievances.** The Union may initiate a grievance as follows:

a. The Union President will present the grievance in writing to the appropriate management official or to SVH, within 20 calendar days after the occurrence of the event which gives rise to the grievance or within 30 calendar days of the date when the event is discovered or reasonably should have been discovered. The Union is not precluded from obtaining relief personal to employees in a Union grievance.

b. The parties shall meet within 20 days to discuss the grievance.

c. The Agency Representative shall render a written decision to the grievance within 20 calendar days of the meeting.

d. If unresolved, the Union may file a written grievance with the Superintendent or designated representative within 20 calendar days of receipt of written decision (c above).

e. Within 20 calendar days, the Superintendent or designated representative will provide a written decision to the Union.

f. If the grievance is still unresolved, the Union will notify the Employer within 20 calendar days after receipt of the Superintendent's or designated representative's decision of the Union's intent to arbitrate under Section G.

**3. Employer Grievance.** The Superintendent or designated representative and applicable management representative(s) informally discuss and resolve with the Union President or designated representative within 20 calendar days of the occurrence of the event which gives rise to the grievance or from the date it became known to management, whichever is later.

a. If unresolved, the Employer or representative will file a written grievance with the union within 20 calendar days after said discussion.

b. The Union President or designated representative will provide a written decision within 20 calendar days of receipt of the written grievance from the Employer or designated representative.

c. If still unresolved, the Employer or designated representative will notify the Union President or designated representative within 20 calendar days of receipt of the decision of the Superintendent's or designated representative's intent to arbitrate under Section G.

**4. Extensions.** The requesting party will confirm in writing extensions to grievance time limits.

**Section G, Arbitration.** If the Union or the Employer invoke arbitration, such grievance will be resolved in accordance with the arbitration procedures described below.

1. Arbitration may be invoked only by the Union President or the Employer (Superintendent or designated representative);

2. Within 20 calendar days from the date of the request for arbitration, either party may request the Federal Mediation and Conciliation Service to provide a list of seven impartial persons qualified to act as arbitrators. The parties shall mutually agree to the geographical area from which the arbitrators shall be drawn. The parties shall meet after receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, the Employer and the Union will each strike one arbitrator's name from the list of seven and will then repeat this procedure. The remaining person shall be duly declared the arbitrator;

3. If for any reason the Employer or Union refuses to participate in the selection of an arbitrator, the Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case;

4. The arbitrator's fee, incidental expenses and travel pay, and cost of transcript, if mutually agreed a transcript be made, will be borne equally by the Union and Employer. The arbitration hearing will be held, if possible, on the Employer's premises during regular day shift hours of the basic workweek. Employee participants in the hearing will be in a duty status. The Arbitrator's bill shall be automatically reduced by five percent for each day past the due date that the Arbitrator is late in mailing the award;

5. The arbitrator will arrange a mutually satisfactory time to hear the grievance, at which time both parties shall appear and present testimony either orally, in writing, or both. The arbitrator will be in complete charge of the hearing. If either party prepares a verbatim transcript of the hearing, a copy will be provided to the other party without charge. The arbitrator shall furnish a complete report and award with transcript, if any, in writing to the Employer and the Union within 30 days following the close of the hearing.

6. The arbitrator's award shall be binding on the parties. Either party may file an exception to or request a review of the award under applicable regulations.

7. The Arbitrator may award attorney fees to the prevailing party in any case where a statute authorizes such an award.

8. The Arbitrator may, upon motion of a party, authorize and supervise pre-hearing discovery procedures. The arbitrator may also, upon motion of a party, order interim relief.

**Section H, Expedited Grievance/Arbitration Process.** The parties agree that certain matters are properly handled as expeditiously and as simply as possible. To that end, the parties agree to the following expedited grievance/arbitration procedure.

1. The parties may mutually agree to place a grievance in the expedited grievance/arbitration process in lieu of appealing through the normal steps of the grievance procedure. The agreement needs to be in writing.

2. The Arbitrator will be requested to convene a hearing within 30 days after his selection. Normally, no transcripts will be allowed at the hearing and no post-hearing briefs will be permitted. The parties will mutually agree to exceptions. The arbitrator shall deliver his or her written decision within 14 days after the close of the hearing.

3. The Arbitrator shall bear in mind that expedited arbitration should normally last no more than a single day. The parties shall agree in advance to the maximum amount of time for each presentation. The Arbitrator shall endeavor to ensure that agreement is upheld.

## **ARTICLE 41 - SUPERVISOR'S EMPLOYEE BRIEF (AF FORM 971)**

**Section A, General.** The AF Form 971, "Supervisor's Employee Brief", is the supervisor's personal and confidential record on employees' work history, including performance and conduct. The AF Form 971 will be maintained in the supervisor's Work Folder and secured at the supervisor's work site. Access to the form will be limited to persons who have an official need to know. Employees have the right to review their personal Supervisor's Work Folder and, upon request, receive a copy of the AF Form 971 and attached notes, memos, statements, etc. Supervisors document any notes with the respective employee within seven working days of their existence. (This assumes both the supervisor and employee are on duty during the seven working days. One working day will be added for each day of absence.) Documentation used in disciplinary or performance issues shall be made available for review by the employee and, if requested by the employee, a copy of the documentation shall be given to the employee. The Union officials having the need for this documentation will show written authorization from the employee to represent him/her and are subject to protect the right to privacy of all parties concerned.

**Section B, Documenting the AF Form 971.** Management, normally the first level supervisor, will annotate performance discussions, counseling sessions and other pertinent data on the AF Form 971. All adverse entries made on an employee's AF Form 971 will be made in pencil. Additional notes, memos, statements, etc., will be referenced on the AF Form 971. All AF Form 971 annotations will be made in chronological order with the annotation date as the date entered by the management official. The annotation may refer to an earlier incident. Support documentation for the entries may consist of additional pieces of paper. Oral admonishments listed on the AF Form 971 will specifically contain the words "oral admonishment". Entries not containing these words will be considered a "counseling and/or training session". Supervisors will show and employees will initial and date all supervisors' comments on the AF Form 971. Upon the employee's request, the employee will be provided a copy of the AF Form 971 entry concurrent with initialing. The employee's initials protect both parties. The employee is aware of what is contained in or attached to the AF Form 971 and Employer has evidence the employee was shown such material.

**Section C, Deleting Records.** AF Form 971 records of counseling, and oral admonishments will be made unreadable one year after the date of the admonishment, or counseling, unless deleted earlier by a grievance decision. Reprimands will be made unreadable two years after their effective dates, to include removal from the Official Personnel Folder (OPF), within 10 calendar days from the completion of time limits or decision. If a grievance, appeal or complaint is pending, documentation will not be deleted until the case is closed. Suspensions will be made unreadable in the AF Form 971 three years after the effective date. AF Form 971 annotations concerning expired, cancelled or withdrawn formal disciplinary actions will be deleted or made unreadable within 15 calendar days of receipt of the formal decision.

**Section D, Disposition.** When an employee moves to a different activity outside the NAFI, the Supervisor will forward the Supervisor's work folder, including supervisor's comments, to

Human Resources Office for screening. HRO will forward the updated record to the gaining supervisor. When an employee is separated or departs the Academy for any reason other than entrance into military service or an adverse action, the supervisor will destroy the AF Form 971 after sixty days. When the employee is separated by adverse action or entrance into the military, the supervisor will forward the AF Form 971 to the Human Resources Office.

## **Article 42 - Performance Management**

**Section A, Elements and Standards.** Employees will be given a copy of their Position Description/Guide which contains the performance standards of their positions. Any changes in duties, responsibilities or standards will be discussed with the employee. Performance standards shall be applied on a fair and equitable basis and shall be reasonably related to the duties set forth in the position description and/or position guides. Employees will not be rated on unknown duties, responsibilities or performance standards.

**Section B. Annual Performance Evaluation (For Regular Employees).** During the discussion on annual performance evaluations, the employee will be advised of the adjective rating (satisfactory etc.) assigned. The supervisor will keep a copy of the performance evaluation in the AF Form 971. After the appraisal has been discussed, the employee will sign and date the form and receive a copy. Signing the form does not necessarily indicate the employee concurs with the evaluation. The original form will be filed with the Human Resources Office in the employee's Official Personnel Folder. Employees dissatisfied with the assigned rating may proceed to the negotiated grievance procedure within fifteen (15) calendar days after signing the appraisal form.

**Section C. Identifying Performance Problems.** Supervisors should provide feedback more frequently if performance approaches less than fully successful. If the employee is not meeting the performance standard(s) the supervisor should provide a written Notice of Opportunity to improve. The purpose of the opportunity period is to give the employee a reasonable opportunity to demonstrate acceptable performance. The notice of opportunity to improve will inform the employee their performance is unacceptable, in what way it is unacceptable, and exactly what is required to bring it to a fully successful level. The notice will inform the employee that unless his or her performance improves and is sustained at an acceptable level, the employee may be reduced in grade or removed. The supervisor may provide the employee with a written notice that he or she is being placed in an opportunity-to-improve status. The employee remains in this status until performance improves to fully successful or falls to an unacceptable level, at which time appropriate action will be taken.

**Section D, Change in Rating Officials.** If a supervisor leaves within 90 days of the close-out period, he or she completes the evaluation prior to departure. If the employee's supervisor leaves prior to 90 days of the close-out period, the gaining supervisor completes an evaluation after 90 days of supervision. Employees with less than 90 days of employment are not evaluated until at least 90 days is completed.

**Section E, New Performance Evaluation Forms.** It is anticipated that during the life of this contract a new performance evaluation form may be issued. Negotiations will take place prior to implementation of a new form.

## **ARTICLE 43- MERIT PROMOTION**

### **Section A. Introduction.**

#### 1. Program Objective:

- a. This article applies only to filling positions included in the bargaining unit;
- b. The objective of this article is to obtain the best qualified employee for each position on the basis of merit through the competitive process;
- c. In selecting candidates for promotion or in operating a promotion program, no official may show or give preference to any candidate based upon race, color, religion, sex, age, marital status, political affiliation, labor organization affiliation or non-affiliation, non-disqualifying physical handicap or any other non-merit factor;
- d. When feasible, supervisors are encouraged to consider creating “developmental positions”.

### **Section B. Responsibilities.**

#### 1. Human Resources Office:

- a. Serves as office of primary responsibility in developing, training or evaluating, and revising the merit promotion program to assure compliance with this article and other applicable statutes;
- b. Determines whether an action is subject to competitive requirements of the merit promotion program, and the extent of competition required;
- c. Assures that applicants meet all pre-employment and preference eligibility requirements such as age, spouse preference, re-employment priority, veterans preference, etc.;
- d. Assists supervisors in establishing major job requirements, knowledge, skills and abilities (KSAs);
- e. Maintains necessary merit promotion program records;
- f. Discontinues any promotion action at any stage in the process when it is determined by the Human Resources Office that qualification requirements, area of consideration, selection request, classification of the position, etc., are in error; or that the position must be filled by another staffing method including priority referral or placement. The Human Resources Office will take the appropriate action.

## 2. Managers and Supervisors:

a. Determine major job requirements (MJRs), knowledge, skills and abilities (KSAs), and qualifies applicants. If a newspaper/magazine ad is desired to increase applicant pool for anticipated vacancy, the ad will be coordinated with HRO for review;

b. The supervisor will review the personnel records for internal candidates. The selecting supervisor may request additional qualification information from the present or previous supervisors. The records will not be removed from the Human Resources Office;

c. Conduct interviews in accordance with the provisions of this plan;

d. Have the right to select or non-select from applicant referral list and must coordinate with HRO prior to offering position;

e. Notify non-selected employees and, upon request, provide reasons for non-selection;

f. Notify selected Academy employees and arrange tentative release dates with current supervisor and HRO. Effective dates will normally be made on the start of a pay period.

## 3. Employees:

a. Familiarize themselves with the provisions of this article;

b. Are responsible for providing documentation to assure that the information contained in the Official Personnel Folder is current, i.e., training, experience and self-development;

c. May apply at any time for any NAF position at the Human Resources Office.

### **Section C, Promotions Not Subject to Competition.**

1. Classification of a Position to a Higher Grade/Pay Band: A promotion may be made without competition when classification to a higher grade is the result of a correction of classification error, gradual job growth, application of new classification standards or the promotion follows competitive assignment to a developmental position.

2. An employee on a flexible appointment may be changed to regular at any time by the manager submitting an AF Form 2548 to the HRO for processing. The employee must have been on the roles for 6 months. There must be a recurring continual need for employee services for an indefinite period of time.

### **Section D, Reassignment.**

1. Managers may reassign crafts and trades employees to other positions within the organization without changes in employment category, pay plan, grade, guaranteed hours, and scheduled rate

of pay to promote the efficiency of the organization. Managers may reassign crafts and trades employees to pay band positions without changes in employment category and guaranteed hours.

2. Managers may reassign pay band employees to other positions within the organization without changes in employment category, pay plan, grade, guaranteed hours and scheduled rate of pay to promote the efficiency of the organization.

3. Employees may request reassignment to other positions by completing AF Form 2550 and submitting it to the Human Resources Office. This request could result in a decrease or an increase in the scheduled rate of pay due to level of responsibility of the new position.

4. A temporary reassignment is useful when an employee's services are needed temporarily in a position in the same grade or pay band. A temporary reassignment is terminated when the need no longer exists.

a. A temporary reassignment should normally be expected to last at least two pay periods (4 weeks) and the requirements for the reassignment reviewed after a 6 month period;

b. An employee's guaranteed hours cannot be lowered when temporarily reassigned on an involuntary basis;

c. An employee returns to his or her previous position at the end of the temporary assignment unless permanently reassigned.

#### **Section E. Merit Promotion Process.**

1. NAF employees will use the appropriate form(s) to apply for any NAF position.

2. NAF employment applications or AF Form 2550's will be accepted on a continual basis for all positions, regardless of vacancies. Since employees may apply for all positions continuously, specific job vacancies will not be formally advertised.

3. The "minimum area of consideration" is the activity in which the vacancy exists. The area of consideration may be expanded as required to meet affirmative action objectives. Military Spouse Preference (MSP), Re-Employment Priority Preference (RPL), Transitional Hiring Preference (THP), and Veteran's Preference (VP) applicants will be considered in the minimum area of competitive process consideration. Selections will be in accordance with applicable statutes.

4. Applicants/candidates will be referred by the Human Resources Office to the selecting official on an applicant referral list.

5. All bargaining unit candidates on the referral list will be given the opportunity to be interviewed, if qualified. In cases where candidates are absent and an interview cannot be arranged and conducted within five (5) working days, the supervisor may proceed to make a

selection. However, the supervisor must provide full consideration to any absent candidate and document the reasons for not interviewing the applicant on the applicant referral certificate. If requested by a candidate, the supervisor will give the reason for non-selection.

6. A Military Spouse Preference eligible must be selected without regard to other preferences, if among the best qualified. Transitional Hiring Preference applicants will possess a transition assistance identification card. This will give them preference over all other applicants, if qualified, except MSP. Veterans shall have employment preference over all other applicants except MSP, THP and RPL if they are equally qualified for the vacant position. Employees separated through a business based action have priority consideration rights at other DoD NAF activities in the commuting area (100 mile radius). Rehiring an individual on the RPL in the same NAF activity from which separated is a non-competitive recruitment action. Therefore, the competitive process does not apply (MSP, THP, Veterans, etc.).

7. If a regular position has been filled and is vacant again within a 30 day period, the supervisor may make a selection from the original referral list.

#### **Section F, Processing Employee Complaints and Resolving Dissatisfaction.**

1. Employees who feel that they did not receive proper credit for their experience and were thereby deprived of promotional consideration, must contact the appropriate Human Resources representative first in an effort to informally resolve the problem(s). If resolution cannot be achieved, the matter may then be presented to the NAFI commander for decision.

2. Nonselection from a properly prepared applicant referral list is not grievable.

#### **ARTICLE 44 - SMOKING POLICY**

In compliance with the Department of Defense and Air Force policies, all Academy office buildings and work facilities are NO SMOKING buildings. This agreement supersedes all other negotiated smoking agreements.

For buildings which have not already established outside smoking areas, negotiations for such will be quickly conducted building by building. Employees who smoke are expected to respect the rights of nonsmokers by smoking only in authorized smoking areas.

## **ARTICLE 45 - NEGOTIATING PROCEDURES ON CHANGING CONDITIONS OF EMPLOYMENT**

**Section A, Management's Notice.** Management agrees to provide the Union with advance notice of a change to conditions of employment. Changes affecting the entire bargaining unit will be provided in writing to the Union office. Changes affecting smaller groups of the bargaining unit will be provided to either the Union office or the nearest steward. The Employer's notice may include the target implementation date and/or a date for the Union to respond. The Employer's written notice is considered a negotiating proposal.

**Section B, Union's Response and Joint Information Exchange.** Upon timely request by the Union (14 calendar days unless a different deadline is set by the Employer), the parties will meet to discuss the change and share information (written and/or oral).

**Section C, Union's Negotiating Proposal.** If the Union wishes to negotiate, the Union will present its proposal within 7 calendar days from the date on management's notice or the meeting referenced in Section B, whichever is later. A shorter period may be required for urgent issues. The proposal will normally be in writing, but may be verbally presented at a negotiating session.

**Section D, Negotiating Sessions.** Negotiating sessions, if appropriate, will follow. Verbal agreements will be followed up in writing.

**Section E, Official Time.** Union representative(s) will be granted official time under the provisions of 5 USC 7131 and Article 6 of this agreement. No Union representative has the authority to negotiate any issue without written permission from NAF Union President. Only the NAF Union President or designee has authority to sign Memorandum of Understanding or Agreement.

## **ARTICLE 46 - REPORT OF SURVEY**

Employees who have been found negligent and ordered to pay for lost or damaged government property under a Report of Survey have the right to:

1. Within 30 days of the order, appeal under AFM 23-220, Chapter 17, Reports of Survey for Air Force Property, and subsequently file a claim with the General Accounting Office; or,
2. Grieve under the Negotiated Grievance Procedure, Article 40, of this Agreement.
3. The collection of any debt or overpayment from an employee shall be suspended pending the final outcome of the procedures described above, up to and including arbitration.

## **ARTICLE 47 - EMPLOYEE ASSISTANCE PROGRAM (EAP)**

**Section A, Purpose.** The Employee Assistance Program will provide assistance to any employee whose attendance, performance or behavior is beginning to deteriorate for any reason. Neither the Employee Assistance program, the Union or Management can achieve maximum results by working alone. A well planned coordinated effort is essential to optimize our human resources. Early identification of the employee needing assistance will produce the best results.

**Section B, Referral and Appointments.** The Union and Management agree to cooperate in aiding employees whose attendance, performance and behavior indicate a potential for a serious problem, by referring the employee to the Employee Assistance Program for assistance. A key factor is early identification and referral. Employees have the responsibility to access resources once they and management identify them. The Employee Assistance Program is available to assist. Employees who do not seek assistance or solve work related problems leave themselves open to disciplinary action. Employees seeking the help of the EAP may schedule an appointment by calling the Employee Assistance Program. Either the Union, the employee or supervisory personnel may schedule an appointment for an employee.

**Section C, EAP Council.** Both parties shall have representation on any Council which makes policy recommendations regarding the Employee Assistance Program, suggestions for improvements in procedures and in other areas that impact on the needs of the work force that can best be dealt with within the framework of the Employee Assistance Program.

**Section D, Leave.** Employees will be authorized leave, as appropriate, in accordance with existing rules and regulations to obtain counseling, treatment or rehabilitation. All facilities of the Employee Assistance Program shall be available to civilian employees without charge.

**Section E, Confidentiality.** All discussions, counseling sessions and records of the Employee Assistance Program or to any other program to which an employee may be referred by the Employee Assistance program are completely confidential. No information may be disclosed to anyone without prior written consent of the employee. (Medical emergencies and court orders showing cause may provide exceptions, in rare circumstances). An employee's job security or promotional opportunities are not jeopardized solely by his/her request for assistance.

## **ARTICLE 48 - DISTRIBUTION OF THE AGREEMENT**

**Section A, Distribution.** The Employer will provide 350 copies of this Memorandum of Agreement to the Union for bargaining unit employees. The steward or Union representative will make the Memorandum of Agreement available to the bargaining unit employees. Additional copies will be provided as needed.

**Section B, Printing and Costs.** The Employer shall bear the responsibility and cost for printing copies of this Agreement. The colors used in printing and the information shown on the cover shall be subject to negotiation.

## **ARTICLE 49 - DURATION AND EFFECTIVE DATE OF AGREEMENT**

**Section A, Duration.** This Agreement will remain in full force and be effective for three years from the date approved by the Head of the Agency. Either party may open selected articles annually in conjunction with the anniversary date of this Agreement.

**Section B, Renegotiation, Renewal, and Midterm Changes.** Either party may give written notice to the other, not more than 90 or less than 60 days prior to the anniversary or terminal date of this agreement, of the parties intent to renegotiate articles of this agreement. The timing of the exchange of proposals and the beginning of negotiations will be negotiated after said notice occurs. The present agreement will remain in full force and effect during its renegotiation, until such time as a new agreement is approved.

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

**ARTICLE 50 - DATE OF MEMORANDUM OF AGREEMENT**

**SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 1997**

**FOR LOCAL 1867**

**FOR USAF ACADEMY**

\_\_\_\_\_  
**VERA LITTLE**  
**NAF President AFGE,**  
**Local 1867**

\_\_\_\_\_  
**TAD J. OELSTROM**  
**Lieutenant General, USAF**  
**Superintendent**

\_\_\_\_\_  
**MICHAEL R. LITTLE**  
**National Representative**  
**District 11, AFGE**

\_\_\_\_\_  
**STEVEN P. WACHOLTZ, Lt Col, USAF**  
**Commander**  
**10th Services Squadron**

\_\_\_\_\_  
**CHARLOTTE K. DELANGE**  
**Chief, Human Resource Office**  
**10th Services Squadron**

Approved by the Department of Defense on 28 Sep 1998.

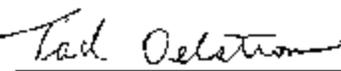
ARTICLE 50 - DATE OF MEMORANDUM OF AGREEMENT

SIGNED THIS 15<sup>th</sup> DAY OF May, 1998

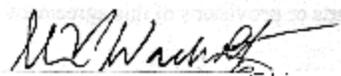
FOR LOCAL 1867

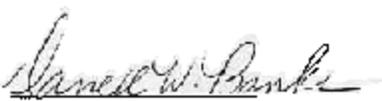
FOR USAF ACADEMY

  
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NAF President AFGE,  
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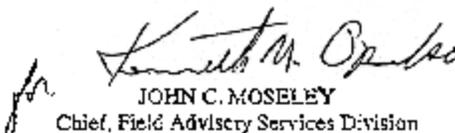
  
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DARRELL W. BANKS  
President AFGE,  
Local 1867

  
CHARLOTTE K. DELANGE  
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10th Services Squadron

Approved by the Department of Defense on 28 Sep 1998.

  
JOHN C. MOSELEY  
Chief, Field Advisory Services Division

