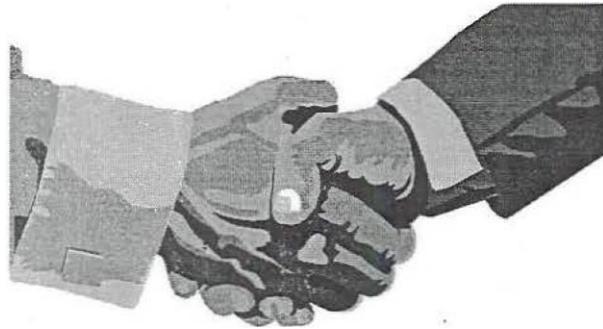


LABOR-MANAGEMENT
RELATIONS AGREEMENT
BETWEEN
HOLLOMAN AFB, NEW MEXICO



AND
LOCAL 1031
NATIONAL FEDERATION
OF
FEDERAL EMPLOYEES

NONAP PROPRIATED FUND
EMPLOYEES

THIS AGREEMENT SUPERCEDES ALL PREVIOUS AGREEMENTS

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ARTICLE I: PREAMBLE

Pursuant to the policy set forth by the Civil Service Reform Act of 1978 regarding Federal Labor Management Relations, the following Articles of this basic Agreement, together with any and all supplemental agreements and/or amendments which may be agreed to at later dates, constitute an Agreement by and between the Commander, with appointing authority,

Holloman Air Force Base, hereinafter referred to as the EMPLOYER, and the National Federation of Federal Employees, Local 1031, hereinafter referred to as the UNION, for all employees covered by it's provisions, hereinafter referred to as the EMPLOYEES.

WHEREAS the wellbeing of employees and efficient administration of the Government are enhanced by providing employees an opportunity to participate in the implementation of changes in policy and the formulation of procedures affecting personnel policies and practices affecting the conditions of their employment; and

WHEREAS the participation of employees should be improved through the maintenance of constructive relationships between the Union and the Employer this agreement is reached. There shall be no restraint, coercion or discrimination against any employee or Union official.

NOW, THEREFORE, the parties and employees intending to be bound in the administration of all matters covered by this agreement and governed by existing and future laws hereby agree as follows:

ARTICLE II: RECOGNITION AND UNION DESIGNATION

1. **RECOGNITION:** The Employer recognizes that the Union is the exclusive representative of all employees in the units described in Section 2 below:

2. **UNITS:** The units to which this agreement is applicable is composed of:

a. INCLUSIONS:

(I) A unit composed of all nonsupervisory regular full time and regular Non-Appropriated fund (NAF) employees serviced by the Human Resources Office (HRO), 49 Services Squadron at Holloman AFB, except those excluded by the provisions of paragraph 2b below:

b. EXCLUSIONS: All of the following are excluded from the units in paragraph 2a above: temporary and flexible employees; employees engaged in civilian personnel work in other than a clerical capacity; professional employees; and General Schedule or Federal Wage System employees.

3. **AUTHORITY:** This Agreement is made under authority contained in Public Law 95-454 and in accordance with letter of exclusive recognition.

ARTICLE 10 : DEFINITIONS

1. **UNION-MANAGEMENT MEETINGS:** Meetings that are held for communications and exchange of views.
2. **CONSULT/CONFER/NEGOTIATE:** Bargaining by representatives of the Employer and Union on appropriate issues relating to terms of employment, working conditions, and personnel policies and practices, with the view toward arriving at a mutual agreement.
3. **ADVISE/CONSIDER:** Management will advise the Union as to a course of action and will carefully examine the Union's views and opinions prior to implementing the decision.
4. **IMPASSE:** The inability of representatives of the Employer and the Union to arrive at a mutually agreeable decision concerning negotiable matters through the negotiation process.
5. **NEGOTIABILITY DISPUTE:** A disagreement between the parties as to the negotiability of an item. The Employer must demonstrate, if it asserts non-negotiability due to a regulation, that there is a compelling need for such regulation.
6. **AMENDMENTS:** Modifications of the basic agreement to add, delete, or change portions, sections, or articles of the agreement.
7. **SUPPLEMENTS:** Additional articles negotiated during the term of the basic agreement, to cover matters not adequately covered by the basic agreement.
8. **GRIEVANCE:** A grievance means any complaint:
 - a. By an employee concerning any matter relating to the employment of the employee; or
 - b. By NFFE Local 1031 concerning any matter relating to the employment of any employee; or

c. By any bargaining unit employee, NFFE Local 1031 or Holloman AFB concerning:

(1) the effect or interpretation, or a claim of breach of a collective bargaining agreement; or

(2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

9. **EMERGENCY SITUATION:** A sudden, immediate, and unforeseen work requirement involving preservation of health, welfare and safety of personnel or protection of government property resulting from natural phenomena, civil disturbances, or other circumstances beyond the Employer's reasonable control or ability to anticipate. The parties recognize that this definition does not limit the Employer's right under provision of 5 USC 7106 to take whatever action may be necessary to carry out the agency mission during emergencies.

10. **UNION OFFICIAL:** The duly elected or appointed officials of the Union including stewards.

11. **NATIONAL REPRESENTATIVE:** Any accredited National Representative of the Union who is an employee or elected official of union's national office.

12. **PAST PRACTICE:** Condition of employment that is consistently exercised over a period of time and followed by both parties or followed by one and not challenged by another.

13. **CONDITIONS OF EMPLOYMENT:** Personnel policies, practices and matters whether established by rule, regulation, or otherwise affecting working conditions, except that such matters do not include policies, practices and matters to the extent they are specifically provided for by Federal statute.

14. **AUTHORITY:** The Federal Labor Relations Authority established by the Civil Service Reform Act of 1978.

15. **EMPLOYER:** The Commander, 49th Fighter Wing, is considered the Employer. However, the authority and responsibility for all matters affecting civilian employees, including labor relations, has been delegated to the Commander, 49th Support Group.

16. **FOR1"1ULATION:** The unilateral generation of ideas and concepts by management not yet communicated to the Union for their remarks and consideration. Such communication to the Union must take place prior to implementation.

17. **REGULAR APPOINTMENTS:** Regular employees are guaranteed a minimum of 20 hours, but may not work more than 40 hours of work per week.

ARTICLE IV: EMPLOYEE RIGHTS

1. Each employee in the bargaining units covered by this agreement will have the right, freely and without fear of penalty or reprisal, to form, join, and assist an employee organization, or to refrain from such activity. Nothing in this agreement shall nullify any employee right or require an employee to become or remain a member of NFFE Local 1031 except pursuant to a voluntary, written authorization by a member for payment of dues through payroll deduction. Employees retain the right to bring matters of personal concern to the attention of appropriate officials in accordance with applicable laws, regulations, or Air Force policies, and to choose their own representatives in a statutory appeal procedure.

2. Nothing in this agreement prevents a bargaining unit employee, regardless of Union membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations, or established agency policies. The Employer will not discipline or otherwise discriminate against any employee because he or she has filed a complaint or given testimony under the act the negotiated grievance procedure, or any other available procedure.

3. The Employer and the Union agree to keep employees informed relative to the effective administration of this agreement. The Employer shall

advise employees of their rights and obligations, as prescribed in the Civil Service Reform Act of 1978 and this article.

4. An employee is accountable for the performance of official duties and compliance with the law and standards of conduct for NAF employees. Within this context, the Employer affirms the right of an employee to conduct his or her private life, as they deem fit. The Employer will not coerce employees to invest their money or donate to charity, or participate in activities not related to the performance of their official duties or not related to their federal employment. Any such activity on the part of the employee is strictly voluntary.

5. No employee will be discriminated against by either the Employer or the Union because of race, color, creed, religion, sex, national origin, age, marital status, handicapping condition or lawful political affiliation.

6. The exercise of management's rights shall not nullify or abridge the rights of employees or the Union to grieve or appeal the exercise of the management's rights set forth in this article through appropriate channels. In addition, the right to bargain over the impact of any decision involving a retained right, and the right to negotiate procedures for implementing such decisions, shall not be abridged.

7. Employees will be treated in a fair and equitable manner, free from abusive language from their supervisors and/or peers. They will be informed of changes to working conditions in writing, if necessary to clarify, so that work productivity may be consistent with supervisor expectations. Employees will be informed of their line of supervision, who they are directly responsible to in the event of first level supervisor absence.

8. Employees will have the right to engage in outside work, volunteer activities, or political activities of their own choosing without being required to report to the Employer on such activities except as required by law and standards of conduct and ethics for federal employees. Employees may contact the HRO for guidance on whether or not the outside activity is a "conflict of interest."

9. Employees will have the right to privacy in every way consistent with law, regulations and agreement during counseling or discussions with supervisors or management officials concerning evaluations, work load reviews, performance discussions, discipline or adverse actions. If privacy is not possible in the immediate work area due to physical layout, the supervisor should make every effort to locate an area or room where discussions/counseling may be conducted in private without outside interruptions.

ARTICLE V: UNION RIGHTS AND REPRESENTATION

1. **RECOGNITION:** The Employer recognizes that the Union has the exclusive right to represent all covered employees in negotiations and joint meetings with the Employer with regard to all matters affecting the conditions of employment.

a. The Employer agrees to respect the rights of the Union and to meet jointly and negotiate with the Union on such matters, and further agrees to negotiate with the Union regarding formulations and implementations of any new policy or change in policy affecting the employees or their conditions of employment.

b. The Union has a right to propose new policy, changes in policy, or resolutions to problems and this right shall apply at all levels starting with the steward and first level supervisor. Representation shall occur at the lowest level at which a matter can be resolved, and the initial point of contact shall be the lowest level management official and union official having responsibility and authority to act. If either party at the initial contact feels resolution of a matter is outside its jurisdiction, the matter shall be referred immediately to the next higher level within the Union and/or management. Management at each level of the activity shall discuss with the appropriate union official the effect in his or her organizational area, the impact of union and employer negotiations, problem resolution or discussions relative to nonnegotiable matters. Bargaining may then occur on the impact of a nonnegotiable matter.

c. The Employer will recognize duly elected officers and officials/representatives that are designated by the Union, including stewards. The Employer will not recognize any individual as being an official or steward who has not been designated by the Union president.

d. The Employer will recognize representatives of the NFFE National Office. The Union will provide notice to the Employer of date, time and approximate duration of visits to be made by representatives of the national office.

2. **REPRESENTATION:** The Union will be provided an opportunity to be represented at all formal discussions between management and employees or employee representatives concerning grievances, personnel policies and practices, or other matters affecting the general working conditions of employee in the unit. A joint meeting requested by either the Union or Employer, or a meeting or bargaining session prescribed by agency/activity policy or this agreement shall be considered a formal discussion and the Union will have to be notified in advance of such a meeting and of its right to be represented .

a. Union-initiated proposals for a new policy or changes in established activity policies or regulation, or resolution of a problem(s) will be presented to the designated Employer representative. Such proposals initiated by the Employer will be presented to the designated Union representatives.

b. The Union president and the Employer will sign proposals, which have been agreed upon through negotiations. Agreements between organizational units and official union representatives will be effectuated only within those units and with approval of the Union President.

c. The parties recognize the right of the Union to submit proposals or views directly to the Employer for consideration when the Employer proposes changes in procedures.

d. A unit employee or group of employees may present a grievance without representation by the union, provided the union, as the exclusive representative of an employee or group of employees, has a right to be

present at these grievance proceedings through the final resolution. Employees may visit the HRO to informally discuss questions regarding working conditions, procedures, regulations, etc., without the requirement that a union representative be present.

ARTICLE VI: MANAGEMENT'S RIGHTS

1. In the administration of all matters covered by this agreement, existing or future laws, and regulations of appropriate authorities govern the parties, as well as agency directives in existence at the time. Subsequently published agency directives required by law, regulations, or rules will be implemented and administered under terms of this agreement.

2. This article is not intended to limit or waive the union's right to negotiate, in scope or substance, matters that are subject to negotiation provisions as provided by other statutes or executive orders outside the scope of this contract.

3. The employer retains the right, primary to other enumerated rights, in accordance with applicable statutes, directives, and regulations.

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

b. In accordance with applicable laws

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

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

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

(a) Among properly ranked and certified candidates for promotion; or

(b) Any other appropriate source; and

c. To take whatever actions may be necessary to carry out the activity mission during emergencies.

4. The requirements of this article shall apply to all supplemental, implementing, and subsidiary agreements between the employer and the union.

5. Nothing in this agreement shall be interpreted by any party as a waiver of a management right unless such waiver is explicitly stated in the terms of this agreement.

6. Nothing in this article shall preclude the employer and the union from negotiating:

a. At the election of management; on the numbers, types, and grades of employees or positions assigned to any organizational unit, work project, or tour of duty; or on the technology, methods, and means of performing work;

b. Procedures which management officials of the employer will observe in exercising any authority under this article; or

c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this article by such management officials.

7. The exercise of management's rights will not nullify or limit the rights of employees or the union to express dissatisfaction concerning procedures utilized by the employer in the exercise of their rights.

ARTICLE VII: NEGOTIATIONS

1. **MANNER:** The parties to this agreement have the responsibility to conduct negotiations and other dealings in good faith. The employer agrees to give the union an opportunity to negotiate any policy, a change in policy, or impact thereof, as required by law, prior to implementation.

a. It is the employer's responsibility to negotiate with the union on other policies, practices and procedures used in implementing its rights, or on the adverse impact a change might have on bargaining unit employees. If the provisions of new or existing instructions, regulations, or directives conflict with this agreement, the provisions of this agreement will govern.

2. **SCOPE OF NEGOTIATIONS:** The parties agree and understand that matters appropriate for negotiations include personnel policies and practices and matters affecting working conditions of employees in the bargaining unit. Either party may propose amendments and supplements to this agreement for negotiation with mutual consent. The union may propose changes in policy or methods. The employer will meet with the union and negotiate, when requested, before making changes to practices and procedures.

3. **NEGOTIATION PROCEDURES:** Either party may request negotiations. Requests shall state the specific subject matter to be considered at such sessions. The following procedures shall be followed:

a. Either team may consist of a number of members of its own choosing, but may not exceed the maximum number agreed upon by both parties.

b. A chairperson and alternate chairperson will speak for the respective negotiating committee. Other members may speak with the approval of the chairperson.

c. Names of the members of each negotiating committee will be exchanged formally by the parties in writing no later than seven (7) calendar days prior to the beginning of negotiations. Any changes regarding

committee membership will be submitted to the other party no later than one (1) day prior to the next negotiating session.

d. Bargaining unit officials negotiating during regular duty hours on behalf of the union shall be on official duty time. Team members will be allowed a reasonable amount of official time to prepare and negotiate on all proposals.

e. Mid-contract and impact bargaining sessions will normally be conducted during regular duty hours on official time.

f. The effective date of the agreement will be the date approved by the Defense Civilian Personnel Management Service, Field Advisory Services (DCPMS-FAS).

4. **NEGOTIATION IMPASSE:** When the parties to the agreement cannot agree on a negotiable matter and an impasse has been reached, the item shall be set aside. After all negotiable items on which agreement can be reached have been disposed of, the parties shall again attempt to resolve any impasses. Either or both parties may seek the services of the Federal Services Impasse Panel (FSIP).

ARTICLE VIII. GRIEVANCE PROCEDURE

1. **COMMON GOAL:** The employer and the union recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner that will maintain the self-respect of the employee and be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously, at the lowest level of supervision, and in accordance with the law.

2. **SCOPE:** This negotiated grievance procedure will apply to matters of concern or dissatisfaction regarding the interpretation, application or violation of laws, regulations, or this agreement; conditions of employment; or relationships with agency supervisors and officials, including prohibited personnel practice charges, and disciplinary and adverse actions. It will

apply to all matters indicated above, whether or not set forth in this agreement. This grievance does not apply to:

- a. A violation relating to political activities;
- b. Retirement, life insurance or health insurance, and 401(k) Savings Plan;
- c. A suspension or removal for national security reasons;
- d. Any examination, certification or appointment; or
- e. Classification of position that does not result in reduction of pay or grade for the employee;
- f. Any proposed management action. This exception does not relieve management of its obligation to negotiate with the union as required by law;
- g. Non-selection for promotion from a group of properly ranked and certified candidates;
- h. Any action terminating a temporary promotion within a maximum period of six (6) months and returning the employee to the position from which temporarily promoted or to an equivalent position for a valid reason;
- i. Non-adoption of a suggestion or disapproval of performance or time off award or other kind of honorary or discretionary award;
- j. Separation actions of probationary employees or temporary and term appointment employees.
- k. Any matter relating to the basis for a management decision that creates a need for a "business based action" (BBA).
- l. Equal Employment Opportunity complaints.
- m. Any matter relating to an action or decision taken under provision of the Personnel Security Management Program.

n. Any matter relating to the basis for a management decision that creates the need for a BBA; e.g., decisions regarding budget, organization or mission.

o. Any issue previously decided as a result of a prior grievance, appeal or any other formal complaint system.

p. Any matter relating to wage or salary rates or schedules.

3. **APPLICATION:** The union, an employee or a group of employees or management may undertake to file a grievance under the procedures of this agreement. Only the union or a representative approved by the union may represent employees in such grievances. However, any employee or group of employees may personally present a grievance and have it adjusted without representation by the union, provided the union is given the opportunity to be present at all discussions regarding the grievance process. In exercising their rights to present a grievance, employee representatives will be unimpeded and free from restraint, coercion, discrimination or reprisal.

4. **PROCEDURE:** The following procedures are established for the resolution of grievances:

a. **Informal Grievance** The informal grievance shall first be taken up by the grievant (and representative or steward, if he/she elects to have one), orally or in writing, with the immediate supervisor or the lowest level management official with authority to render a decision. The informal grievance must be initiated within fifteen (15) workdays of the incident that gave rise to the grievance, unless the grievant could not reasonably be expected to be aware of the incident by such time. In that case, the grievance must be initiated within fifteen (15) workdays of the date the grievant became aware of the incident. A decision will be given to the grievance within five (5) workdays after presentation of the grievance. Such decision shall be oral or written and will be clear and understood. In the event the grievance has not or cannot be resolved by the immediate supervisor or lowest level official with authority to render a resolution, the employee may, within five (5) workdays, present the grievance to the unit

commander for resolution. The unit commander will then have five (5) workdays to either resolve or deny the grievance, or render no decision.

b. Formal Grievance; If no decision is rendered or if the grievant is dissatisfied with the decision given in response to the "informal grievance," the grievance will be reduced to writing by the aggrieved and initiated as a formal grievance in accordance with the following steps:

Step 1: Within five (5) workdays after receipt of the decision in response to the informal grievance, the aggrieved or his/her representative shall present the formal grievance to the employer. An extension may be granted upon request and with good cause. The grievance shall be submitted on the Negotiated Grievance Form (Appendix A of this Article) provided by the employer, and the decision in response to the informal grievance, shall be attached.

Step 2: Upon receipt of the formal grievance, the employer shall, within five (5) workdays, render a written decision and complete Section 2 of the Negotiated Grievance Form. An extension they be granted upon request and with good cause. Such decision and its basis shall be in writing.

Step 3: If dissatisfied with the decision, or no decision is reached in Step 2, the grievant may request the union to refer the grievance to HQACC/SV in accordance with the provisions of this agreement. If the employer and the union both agree, the grievance may be submitted for local mediation before submission to HQACC/SV. The notice referring an issue to mediation must be in writing, signed by the union president or acting president, and submitted within ten (10) workdays following the decision by the employer or opinion by the mediator. The decision by ACC/SV is final and binding on the parties.

c. Either party may request an extension to make replies or submissions during any step of the grievance procedure. Since both parties recognize the importance of cooperative efforts, a request for extension will normally be granted.

d. To the maximum extent possible, the employer agrees to provide space for the use of the employee and union representative that will afford privacy for the discussion and preparation of a grievance.

e. A grievance under the negotiated procedure will be canceled at the employee's written request, upon the employee's reassignment out of the bargaining unit, or upon the employee's termination of employment with the agency. If the grievance involved a removal action or a compensation action, the grievance may be pursued at the request of the employee, following removal or reassignment out of the unit.

5. ADVERSE ACTION GRIEVANCE: A grievance resulting from an adverse personnel action must be initiated at the informal step within fifteen (15) workdays of receipt of the final notice issued by the deciding official. At the option of the employee, a grievance over an adverse action may be presented directly at the formal/informal step within fifteen (15) workdays of receipt of the final notice issued by the deciding official.

6. UNION/EMPLOYER GRIEVANCE: Should a dispute arise between the employer and the union over the interpretation, application, or violation of this collective bargaining agreement, the complaining party will give the other party written notification of the issue in dispute. Upon receipt of notice by either party, the employer or designated representative will meet with the union president or designated representative within five (5) workdays to try and resolve matter. The receiving party will give the other party a written answer within fifteen (15) workdays after the initial meeting. If the grievance is not settled, either party may refer the matter to arbitration procedures as provided by the arbitration article of this agreement.

7. MODIFICATION OF PROCEDURES:

a. The time limits at any step of the negotiated grievance procedure may be extended by mutual consent. An extension justified by mission accomplishment, workload, union caseload, or emergencies will be approved. If given orally, an approval or denial will be followed up in writing.

b. Grievable matters that are beyond the control of local management may be submitted to the employer with the mutual agreement of the union and employer.

8. **FAILURE TO MEET REQUIREMENTS:** Failure of the employer to meet the time limits prescribed above shall permit the employee or the union to move the grievance to the next level of the grievance procedure. Failure of the employee or union to meet the time limits prescribed above shall constitute withdrawal and termination of the grievance.

9. **RECORDS AND DOCUMENTATION:** The employer, upon request, shall furnish the grievant(s) with pertinent records regarding a grievance under this article, subject to limitations of the privacy act. The union will be provided any and all information that serves as a basis for taking an action against an employee.

ARTICLE IX: ARBITRATION

1. **RIGHT TO ARBITRATION:** Both the employer and the union have the right to submit issues to arbitration.

2. **SELECTING THE ARBITRATOR:** Within five (5) workdays from the date of receipt of a valid arbitration notice, the parties shall attempt to select an arbitrator. If the parties are unable to agree upon an arbitrator, they shall immediately request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons qualified to act as arbitrators. A brief and specific statement of the nature of the issue in dispute will accompany the request to enable the service to submit the names of arbitrators qualified for the issues involved. The request shall also include a copy of the collective bargaining agreement. In the event that the entire agreement is not available, a verbatim copy of any provision relating to arbitration of the grievance shall accompany the request. The parties shall meet within three (3) workdays after the receipt of such list to select an arbitrator. The employer and the union will each strike one (1) arbitrator's name from the list of seven (7) arbitrators repeating this procedure until only one name remains. The remaining name shall be the only and duly selected arbitrator. The party requesting arbitration shall strike the first

name. The grievant may withdraw the grievance at any time prior to the actual convening of a hearing or submission of the case to the arbitrator.

3. FEES AND EXPENSES: Employer and the union agree to share the cost of arbitration equally. If either party withdraws the case from arbitration after a fee has been incurred from the arbitrator, the withdrawing party will pay the fee in full. If the withdrawal occurs due to a settlement, the parties will split the fee.

4. ARBITRATION PROCESS: The arbitrator's authority is limited to deciding only the issue or issues raised in the formal grievance at step 1.

a. If the parties fail to agree on a joint stipulation of the issue(s) proposed for consideration of the arbitrator; the arbitrator shall then determine the issue(s) to be decided subject to the limitations set forth below.

(1) The process to be utilized by the arbitrator may be one of the following:

(a) A stipulation of facts to the arbitrator can be used when both parties agree to the facts at issue and a hearing would serve no purpose. In this case, all facts, data, documentation, etc., are jointly submitted to the arbitrator with a request for a decision based on the facts presented.

(b) An arbitrator inquiry can be used when a formal hearing would serve no purpose. In this case, the arbitrator would make such inquiries, as he or she deemed necessary, subject to security requirements, and prepare a brief summary of the facts and render a written on-the-spot decision without an opm10n.

(c) A submission to arbitration hearing should be used when a formal hearing is necessary to develop and establish facts relevant to the issue. In this case, a formal hearing is convened and conducted by the arbitrator.

(2) If the parties fail to agree on a stipulation of facts to the arbitrator either party may request an inquiry, or hearing.

(3) The parties may direct the arbitrator to eliminate a written opinion when using the process in (1) or (2) above.

(4) The arbitration hearing or inquiry will normally be held on the Employer's premises during the regular day-shift work hours of the basic workweek. An employee of the unit serving as the grievant representative, the aggrieved employee, and employee witness who are otherwise on duty shall be excused from duty as necessary to participate in and prepare for the arbitration proceedings without loss of pay, annual leave, or any other benefits.' Employee participants on shifts other than the regular dayshift will be temporarily placed on the regular day shift for the week(s) of the hearing in which they are involved.

5. TIME LIMIT: The arbitrator will be told that in order to fulfill the authority to arbitrate, he/she must render a decision and remedy to the Employer and the Union as quickly as possible, but in any event no later than thirty (30) days after the conclusion of the hearing.

6. ARBITRATOR'S AUTHORITY: The arbitrator's decision shall be final and binding and remedy shall be affected in its entirety.

7. ARBITRATOR'S AUTHORITY IN DISPUTES OVER THE AGREEMENT:

The arbitrator shall have the authority to resolve any questions or arbitrability and interpret and define the explicit terms of this agreement, as necessary to render a decision. The arbitrator shall have no authority to add to or modify any terms of this agreement or agency policy.

8. EXCEPTIONS:

Either party may file an exception with the Federal Labor Relations Authority to the arbitrator's award in any matter. Such exception must be filed within thirty (30) days of the issuance of the decision in accordance with Authority procedures. If *no* exception is filed, the arbitrator's decision

and remedy shall be effected immediately. There will be no stay of management action during the procedural appeal of an arbitration decision.

ARTICLE X: PAYROLL WITHHOLDING OF LABOR
ORGANIZATION DUES

1. The employer shall continue to deduct union dues from \$e pay of employees in the unit, subject to the following provisions:

a. The union agrees to procure SF-1187's, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues," and furnish them to eligible members desiring to authorize an allotment for withholding of dues from their pay.

b. The president or financial officer of the union will certify that the employee is a member in good standing in the Local and submit the completed SF-1187 to the NAF Payroll Office through the HRO.

c. The president or financial officer of the Union shall notify the NAFFMO payroll technician when the Local's dues structure changes. The change shall be effected at the beginning of the first full pay period after receipt of such notice.

d. Allotments will be effected at the beginning of the first full pay period after receipt of SF-1187's by the payroll technician.

e. The Resources Management Flight Chief will notify the union treasurer, in writing, when a dues paying member of the union is no longer eligible for dues withholding due to loss of bargaining unit status through promotion, reassignment, resignation, transfer, or etc., out of the bargaining unit.

f. The employer agrees to have the NAFFMO will prepare a biweekly remittance check at the close of each pay period for which deductions are made and forward it to the financial officer of the union. The check will be for the total amount of dues withheld for that pay period.

g. The union president will immediately notify the NAFFMO, in writing, of any changes in the name and/or address of the financial officer of the union.

h. The employer will submit with the remittance check a listing of the members, and amounts withheld. The list will also include the names of those employees for whom deductions have been permanently or temporarily stopped and the reason; e.g., moved out of the unit, separation, LWOP, or insufficient income during pay period:

i. A member may voluntarily revoke an allotment for the payment of dues by filling out a SF-1188, "Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues," and submitting it directly to the payroll technician. After receipt of such notice by the NAFFMO, revocation will become effective as the first full pay period following the employee's anniversary date; i.e., if an employee begins dues withholding on 1 March the anniversary date would be 1 March of any succeeding year. The NAFFMO shall provide the union appropriate notification of the revocation. The duplicate copy of the SF-1188 completed by the member will be used for this purpose.

2. Management agrees to provide this service without charge to the union or members and to continue this service regardless of contract status as long as the union holds exclusive recognition. Management will have the sole responsibility for dropping persons who move out of the unit from dues withholding. Failure of management to do so will not result in any financial liability of the part of the union.

ARTICLE XI: USE OF OFFICIAL FACILITIES AND SERVICE

1. **BULLETIN BOARDS:** Bulletin boards shall be available for use by the union for the posting of notices and literature of the union. A space 18" X 22", limited to union use, shall be made available on official bulletin boards.

2. **COPIES OF AGREEMENT:** Copies of this agreement (including supplements and amendments) will be furnished to management personnel and all incoming employees. Fifty (50) copies of the agreement will be furnished to the union for its use. The contract is available to all employees on the Civilian Personnel Flight web page.

3. **LISTS:** The employer agrees to furnish the union (at least quarterly) an up-to-date list of all employees within the bargaining unit, showing name, office symbol, and position title.

4. **POLICY:** The employer will provide the union with access to and copies of any directives, regulations, etc., upon request.

5. **EATING FACILITIES:** The employer will insure that adequate eating facilities are available to civilian employees. Break/lunch rooms will be provided in work areas where fifteen (15) or more NAF civilians are employed. Break rooms will be furnished, as a minimum, with an adequate number of tables and chairs.

6. **COPY MACHINE SUPPORT:** Subject to the advance approval and consent of individual copier monitors, the employer's copy machines may be used for reasonable copying of documents necessary in the course of representational duties.

ARTICLE XII: ORIENTATION OF NEW EMPLOYEES:

1. The employer shall inform all new regular employees that the union is the exclusive representative of employees in the unit. Each new employee shall receive a copy of this agreement from the employer, together with a list of the officials of the union.

2. The union will be given the opportunity to provide information regarding union goals, purposes, achievements, and benefits.

3. The union will be furnished a list indicating the names, position, grade, and duty assignment of bargaining unit employees hired the previous month, or as such reports are made available to the base.

ARTICLE XIII: SAFETY AND HEALTH

1. a. The employer will provide safe and sanitary working conditions and equipment in consonance with standards promulgated consistent with Chapter XVII, Title 29, Department of Labor Rules and Regulations. The employer will post, and keep posted, a notice or notices informing employees of the protections and obligations provided for in the OSH Act.

b. The employer will provide suitable protective clothing, equipment and safety devices for employees engaged in activities requiring same in consonance with standards promulgated under OSHA. The employer will provide cleaning and repair of issued safety and environmental clothing.

c. The employer recognizes the potential danger to health and safety and the possible resultant lost time and resources to the government of an unsafe work area. The employer agrees to work with the Bio-Environmental Engineering Office and the union to ensure that working areas are reasonably free of health hazards.

d. The parties agree that the employer will consider applicable safety requirements and training of employees prior to assigning equipment operational duties or work that could cause injury, health risk, or property damage.

e. The employer will ensure employees work safely and report any observed unsafe or unhealthy conditions to the employee's immediate supervisor. Stewards and other representatives of the union, in the course of performing their normally assigned responsibilities, are encouraged to observe and report unsafe practices, equipment and conditions, as well as environmental conditions in their immediate areas that may represent health hazards. The employer assures that no degradation, restraint, interference, coercion, discrimination, or reprisal will be practiced as a result of an employee's reporting an unsafe practice or condition.

f. No employee will be required to perform any work on a machine or in an area where conditions exist that are unsafe or detrimental to health

as determined by either the Safety Office or Bio-Environmental Engineering Office. Further, no employee who is, by the nature of the job, required to work in an area identified as hazardous required to work alone or without a co-worker at the access to a hazardous confined area.

g. When an employee feels that he or she is subject to conditions so severe that even short-term exposure would be detrimental to health or safety, will report the circumstances to the immediate supervisor and union official. The supervisor and union official (if available) will inspect the work area to ensure that it is safe before requiring the employee to carry out the work assignment. If either the supervisor or union official raises any doubt regarding the safety of existing conditions a ruling shall be obtained from the appropriate safety or bio-environmental engineer. The supervisor will grant the employee immediate relief from any duty which poses an immediate risk of death or serious bodily harm, pending permanent resolution to the problem. When short-term exposure poses an imminent risk of death or serious bodily harm and there is insufficient time to seek relief or Employer concurrence beforehand, then the employee will terminate his/her on-duty action and so notify the employer. The employer will give temporary assignments to other duties. The employee may grieve the decision of the safety or bio-environmental engineer, or within fifteen (15) workdays of the incident, present the grievance at the formal stage of the negotiated grievance procedure.

h. The employer will promptly abate all safety and health hazards that are reported by employees or found during inspections in accordance with Air Force directives on a "worst, first basis." When an imminent danger situation is discovered, to include that caused by temperature extremes, it will be brought to the immediate attention of the supervisor who will take prompt action to eliminate or reduce the hazard or cease operations and withdraw exposed personnel until such action can be taken.

2. ON-THE-JOB INJURY OR ILLNESS: Employees will immediately report to their supervisor all injuries or illnesses which occur on the job.

a. In case of serious on-the-job injury or illness, or death of an employee, the employee's supervisor will notify the appropriate union official as soon as possible.

b. The injured employee's supervisor (with the union official present, if possible) will, as soon as possible, explain to the employee his/her rights and options under the Nonappropriated Fund Instrumentalities Act. The supervisor will provide the employee with copies of forms required by the appropriate Office of Workers' Compensation Program (OWCP), and ensure that forms are properly completed. The injured employee will be supplied with a copy of the completed form.

c. The employer will process and promptly forward to OWCP employee and employer documentation required when an employee sustains an on-the-job injury or contracts an occupational disease and elects to file a claim. The employer will consult with the injured employee and union official, if employee requests.

d. When an employee is physically unable to perform his/her duties and suitable work cannot be found and the employee is unwilling to voluntarily report for a medical examination, the employee will be informed that he/she is being directed to have a fitness-for-duty examination. He or she may be examined by a qualified physician of his/her choice. An on-base medical examination will be on official time. Employees who are temporarily unable to perform their regular assigned duties because of illness or injury, but who are capable of returning to or remaining in a duty status, will be detailed to work assignments compatible with their physical condition. If not, they will be placed on leave.

e. As soon as practicable after official notification to the nearest of kin, the employer will notify the union of serious on-the-job illness, injury or death of an employee in the unit so the union may extend union benefits to which the employee and/or the employee's family may be entitled.

f. In consonance with Chapter XVII, Title 29, Department of Labor Rules and Regulations, on-the-job accident and illness records of regular employees will be maintained and reported by the employer. A copy of all such reports shall be provided to the union for representational purposes, upon request.

OCCUPATIONAL HEALTH AND SAFETY TRAINING: Although employees are basically qualified to perform their duties, the employer recognizes the need for specific training and update training regarding occupational health and safety to assure employee safety and a minimum loss of staff-hours due to preventable injuries. The employer will accomplish safety training to ensure all employees are informed of safe working habits and practices appropriate to their jobs. Additionally, supervisors will instruct employees in safe working habits, practices and procedures with regard to specific job assignments and will ensure manuals and regulations relating to safety and health are available.

ARTICLE XIV: DISCIPLINARY AND ADVERSE ACTIONS

1. GENERAL:

a. A disciplinary action is any action taken against an employee that causes anything derogatory about the employee to be placed in a personnel folder or which results in any other penalty. Disciplinary actions against all employees, including probationary employees, must be based on just cause, be consistent with applicable laws and regulations, and be fair and equitable.

b. For the purposes of this agreement, counseling sessions conducted by management officials with unit employees, or entries on the Supervisor's Record of Employee, AF Form 971, recording counseling; or Letters of Counseling or warning are not considered to be disciplinary actions. AF Form 971 entries and letters of a derogatory nature will be discussed with the affected employee. The employee will be given an opportunity to initial and date the derogatory information. The employee's initial will signify knowledge of, not necessarily concurrence with, the information.

c. For the purposes of this agreement, disciplinary actions are defined as oral admonishments, letters of reprimand, and suspensions of fourteen (14) days or less.

d. For the purposes of this agreement, adverse actions are defined as removals, suspensions for more than fourteen (14) days, reductions in grade or pay taken for cause, or furloughs for thirty (30) days or less.

2. PRELIMINARY INVESTIGATION: Prior to issuing an oral admonishment, a letter of reprimand or a proposed notice of disciplinary action, the immediate supervisor will undertake preliminary investigations to determine the facts. Employees of the unit are entitled to union representation at formal discussions, in which discipline may result, or the employee reasonably believes discipline may result, and will be notified of this right to representation before the discussion begins. If the employee desires such representation, it will be granted before further action occurs. Disciplinary action will be initiated within a reasonable amount of time.

3. NOTICE: A notice of proposed disciplinary or adverse action against an employee will be in writing and will inform the employee:

- a. of the specific reasons for the proposed action;
- b. of the name of the deciding official to whom the employee may respond;
- c. that the employee may answer orally and/or in writing and may submit affidavits or other written statements in support of that answer,
- d. - the employee's response will be considered by the deciding official;
- e. the employee may be represented by a NFFE representative;
- f. of the employee's status during the notice period;
- g. that the employee and/or representative will be granted a reasonable amount of official time to receive copies of and review the material relied on to support the reasons in the notice, to secure affidavits or other written statements, and to prepare an answer to the notice.

4. **EMPLOYEE'S ANSWER:** The employee will have ten (10) work days from receipt of the proposal to transmit a reply to the deciding official. The deciding official, upon request of the employee, may extend this period.

5. ACTION BY THE DECIDING OFFICIAL:

a. The deciding official is the individual who makes the final decision to issue a suspension, separation, or other disciplinary action. The deciding official shall be at a higher level in the activity than the proposing official and shall have had no part in the proposed action that would indicate a predetermined judgment or biased opinion.

b. After investigating the incident and carefully considering the evidence and the employee's response and any mitigating factors, the deciding official may:

- (1) withdraw the proposed action;
- (2) institute a lesser action;
- (3) institute the proposed action;
- (4) reassign the employee to another position at the same grade and pay in the same geographic location;
- (5) institute demotion to lower grade

6. FINAL NOTICE:

a. An employee will be given at least fifteen (15) days from the date of a decision to suspend or remove before the action becomes effective.

b. The employer will provide the union with a copy of all decision letters for disciplinary actions against any employee except those matters personal to the employee and the employee requests in writing that the action be kept confidential.

c. The decision notice will include a specific time period, no more than one (1) year from the effective date of a reprimand, when the letter will be removed by the employer from the personnel folder. The employer may opt to remove a letter of reprimand at an earlier date. Before making a decision to either issue or not issue a Notice of Reprimand, the supervisor will issue a Notice of Mandatory Meeting at least four (4) hours prior to the meeting. Matters of concern generating the meeting will be discussed and the employee will be given the opportunity to express views and opinions, and to provide explanations. Responses will be carefully considered before a decision to issue a Notice of Reprimand is made. A reasonable extension of time for meeting with the supervisor will normally be granted upon request and if circumstances warrant.

d. The supervisor will notify the employee prior to entering any derogatory information on the Supervisor's Record of Employee. Oral admonishment, recorded on the Supervisor's Records of Employee, may be deleted by the supervisor at any time within six (6) months but will not be recorded longer than six (6) months.

e. In the event an unfavorable final decision is issued, the employee shall be advised that he or she has the right to grieve the decision under the negotiated grievance procedure.

ARTICLE XV: ACTIONS BASED ON UNACCEPTABLE PERFORMANCE

In accordance with the performance appraisal system, required by 5 USC 4302, an employee may be reduced in grade or removed for unacceptable performance as follows:

- a. An employee whose reduction in grade or removal is proposed is entitled to:
 - (1) Thirty (30) days advance written notice which informs the employee:

(a) of the specific instances of unacceptable performance by the employee on which the proposed action is based;

(b) of the critical elements of the employee's position involved in each instance of unacceptable performance.

(2) be informed:

(a) that the employee has a reasonable period to bring performance to a satisfactory level;

(b) how the work supervisor will assist the employee in that effort;

(c) what the employee must do to bring performance to a satisfactory level;

(d) that the employee's performance will be reevaluated at the end of the period.

(3) be represented by a union official or by an attorney or other representative.

(4) reasonable time to answer orally and/or in writing.

(5) a written decision which:

(a) in the case of a reduction in grade or removal under 5 USC 4303, specifies the instance of unacceptable performance by the employee on which the reduction in grade or removal is based; and

(b) unless proposed by the head of the activity, has been concurred on by a management official who is in a higher position than the official who proposed the action.

b. In accordance with the performance appraisal system, required by 5 USC 4302, an employee may be reduced in grade or removed for

inadequate performance. The procedures for effectuating disciplinary and adverse actions will apply.

c. If it appears that a medical condition may contribute to, or be the cause of, unsatisfactory work performance, guidance outlined in 5 CFR 339 with regard to "Medical Qualification Determinations" must be followed.

d. If the employee's performance is adversely affected by the abuse of alcohol or drugs, or the supervisor suspects that performance is affected, it is the supervisor's responsibility to initiate Civilian Drug and Alcohol Prevention and Control Program guidelines. An employee may not be removed from his or her position, through adverse action procedures because of inefficiency, when this program is applicable, unless those requirements have been filled.

ARTICLE XVI: POSITION DESCRIPTIONS

1. **INTENT:** Each employee is entitled to a complete and accurate position description, which will be reviewed annually by the supervisor and the employee. The requirement that the statement "performs other duties as required" be included on all position descriptions/core documents as rewrites occur, is intended to cover tasks which are reasonably related to the position and are of an incidental nature. Duties unrelated to a position may be assigned on an infrequent basis to accomplish the mission of the organization. New employees will normally be furnished a copy of their position description within 15 calendar days of assignment.

2. **POSITION DESCRIPTION CHANGES:** Whenever action is proposed to modify the duties and responsibilities of any position in the unit to the extent that it may impact title, series, and/or grade, the proposed position description will be provided to the union with an opportunity to negotiate the impact of the change prior to effecting the action.

3. **EMPLOYEE COMPLAINTS:** Any employee in the unit who feels he/she is performing duties outside the scope of the position description or his/her position is inaccurately described may request, through the immediate supervisor, that the position description be reviewed. The

employer will conduct an audit of the employee's duties and responsibilities to determine the proper description. During the audit, the employer's representative will discuss the audit with the employee and the supervisor. In such instances, the employee will have the right to be accompanied by a union representative. Upon completion of the audit, the findings shall be discussed with the employee and the representative. If a satisfactory solution to the employee's complaint is not reached, the employee may grieve the position description content in accordance with Article VIII of this agreement.

ARTICLE XVII: INCENTIVE AWARDS

1. The union is granted representation on Incentive Awards Committees charged with the responsibility to review and recommend covered employees for recognition.
2. The employer agrees to train supervisors and managers and to assist them in carrying out their incentive awards activities, and to provide information to all employees with regard to the Incentive Awards Program.
3. The employer agrees to establish an Incentive Awards Program that recognizes meritorious performance. The program will provide for the obligation of funds consistent with availability and applicable financial management controls. Awards distribution will be made fair and equitably between all classes of nominees and will reflect varying levels of performance.

ARTICLE XVIII: PERFORMANCE AND EVALUATION

1. The performance appraisal system will incorporate all requirements of 5 USC 4302.
2. a. The development of performance standards for NAF positions not centrally classified by HQ Services Agency will be a joint effort between the employee and his/her supervisor. Employees and their supervisors will meet at least once a year to discuss the performance standards applicable for the subsequent rating cycle.

) b. The job standards will be reflected in writing on the position guide or position description and will be signed by the employee and supervisor. Should amendments be required, the supervisor will notify the Human Resources Office and a new position guide or position description will be generated. If there is no agreement on the standards, the supervisor will decide.

3. Upon initial entry into a new position or upon a position change, an entry level rating of fully successful is automatically assigned on the effective date. This rating is effective until superseded. However, if the position change is into a position with the same grade or the position has been reclassified with no change in duties or on the basis of job enlargement and the employee has a rating of 4 or 5, the rating is not changed.

4. APPLICATION:

a. The evaluation given employees by their supervisor will be objective and the critical elements and performance standards will be fairly and equitably applied. If the employee believes the above criteria has not been met, he/she may grieve through the negotiated grievance procedure. All evaluations will be prepared in accordance with the following:

(1) The supervisor will discuss the employee's job performance with the employee in private surroundings at least annually or more often as required by applicable regulations.

(2) If the supervisor has identified shortcomings in the employee's performance, the employee will be notified when the problem is perceived. The supervisor will suggest ways for the employee to improve the quantity and quality of work needed to perform at a satisfactory level.

(3) The annual performance evaluations will be in written form. All performance evaluations will be reviewed and approved by a reviewing officer. After the reviewing official signs the performance evaluation a follow-up discussion between the employee and the rating official will be held.

)

b. Prior to the date an employee is eligible for a within grade increase, the immediate supervisor will review the work of the employee. When a supervisor's review leads to the conclusion the employee's work is not at an acceptable level of competence, the supervisor will notify the employee in writing at least sixty (60) days before the employee is eligible for the within grade increase, the following:

(1) An explanation of those aspects of performance in which the employee's service falls below an acceptable level;

(2) Advice as to what the employee must do to bring his performance up to the acceptable level;

(3) A statement that his/her performance may be determined as being at an unacceptable level unless improvement to an acceptable level is shown;

(4) A statement that he/she has a period of not more than sixty (60) calendar days in which to bring his/her performance up to an acceptable level.

c. If the employee's performance becomes acceptable, the within grade increase will be granted. If the employee's performance has not improved, the supervisor will notify the employee in writing the within grade increase will be withheld. The notification will include reasons for withholding the within grade increase and will inform the employee of his/her right to file a timely grievance.

d. The procedures outlined for granting or withholding a within grade increase (WGI) will also apply to career ladder promotions or the upgrading of employees in positions with known promotion potential.

5. All proceedings and materials will be kept confidential.

ARTICLE XIX: PROMOTION AND DETAILS

1. **General:** The promotion program will be made in accordance with the current NAF personnel policy and procedures. The Employer will utilize to the maximum extent possible the skills and talents of its employees. Therefore, consideration will be given to filling vacant positions with employees within the NAF area. All internal candidates will be considered only after all priority placements have been considered.

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

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

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

c. The Union President will be provided a notice of all regular category vacancies.

d. The manager of the employing NAFI will notify all assigned employees of the vacancy.

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

known desires. The Employer or designee will inform assigned NAF employees semiannually of their right to apply for any of the posted positions at any time.

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

5. The Union President will be provided a copy of job opportunity announcement that is posted on employee bulletin boards or advertised to the general public.

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

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

8. The Human Resources Office will forward a list of qualified candidates for promotion to the selecting supervisor. Employees who were interviewed and not selected will be advised of the reasons for non-selection, upon request.

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

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

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

12. Employees who have been selected for promotion in another activity will be released within fifteen (15) calendar days after the losing supervisor has been notified. An extension of no more than (10) additional calendar days must be mutually agreed upon by supervisors. The HRO will establish the effective date in conjunction with the beginning of a new pay period.

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

14. Details must be made a matter of record and will be kept within the shortest practical time limits. The employee is notified in writing of the detail prior to beginning the detail. The HRO is provided a copy of the detail for filing in the Official Personnel File. Details are recorded on the AF Form 971, Supervisor's record of employee.

ARTICLE XX: EQUAL EMPLOYMENT OPPORTUNITY

1. **POLICY:** The Employer and the Union agree to cooperate in all policies and procedures providing equal employment opportunity for all persons to prohibit discrimination because of age, sex, race, handicap, color, religion, or national origin, marital status or political affiliation. It is the employer's policy that total personnel management be accomplished in a manner that is free from discrimination and to provide equal opportunity for all employees.

2. **SEXUAL HARASSMENT:** The employer has the responsibility to provide a workplace free of discrimination and will take immediate action to eliminate sexual harassment, no matter who is causing the problem. The employer will conduct its' affairs free from sexual harassment. The Sexual Harassment Program will be conducted in accordance with Federal Law, rules and/or regulations.

3. **UNION REPRESENTATION:** An employee may designate a representative for assistance in the complaint process.

4. **OFFICIAL TIME:** An employee or his/her representative, if the representative is an employee, shall be given a reasonable amount of time to prepare and present a complaint or any subsequent appeal if otherwise in an active duty status.

ARTICLE XXI: DRUG AND ALCOHOL ABUSE PREVENTION AND CONTROL PROGRAM

GENERAL: The employer shall institute an employee assistance program meeting the requirements of applicable laws, regulations and guidelines. The employer and the union shall discuss and negotiate any proposed local changes or recommendations relative to the program for employees with medical/behavioral problems. Union officials involved in activities or representation pursuant to this article will be considered to be on official duty. The program will be an item on the agenda of regularly scheduled meetings of the union and the employer. The supervisor may, at his/her option, require an employee with a suspected drug or alcohol abuse problem to attend an initial counseling session provided by the employer. Further employee participation in the program will be voluntary.

a. The employer or supervisor will advise employee being referred to Social Action/Mental Health for an alcohol or drug abuse evaluation that they may consult with a Union representative.

b. The employer and union agree to work together to promote employee understanding of the assistance program and how to use those services. Both parties will encourage civilian employees to use and maintain one of the health care programs available to civilian employees.

c. Personal privacy and confidentiality, except where excluded by law, must be protected for employees seeking counseling assistance consistent with applicable regulations. This is intended to provide for the safeguard of information divulged to a program counselor by an employee, except as waived in writing.

NOTE: All records developed by Air Force counselors and health care providers are the property of the government and are not subject to absolute doctor-patient privacy.

1. POLICY:

a. Employee standards of conduct, performance, and responsibility required by 5 CFR 2635, Standards of Ethical Conduct, and related regulations must be met.

b. Drug and alcohol abuse that impairs performance, attendance, conduct, or the mission are not compatible with Air Force civilian standards.

c. Alcoholism and/or drug abuse is illness that directly impairs job performance. It can be prevented and treated by a variety of ways.

d. Abusers are given consideration and help the same as employees with other health problems. The first interview in the Mental Health Clinic must be on duty time. Sick, annual or leave without pay is granted for subsequent rehabilitative activity.

e. The employer is concerned with an employee's use of alcohol or drugs if it causes an employment related problem.

f. When criminal conduct is potentially harmful to the person or property of another person, the employer's responsibility is to protect that other person or property. This program does not mean the employer cannot refer violations of Federal or assimilated state law which occur on Air Force property or jeopardize United States resources for proper judicial determination.

g. An employee's job security or promotion opportunity will not be jeopardized by a history of prior alcohol or drug abuse or a request for rehabilitative help.

h. Employee drug and alcohol records and information must be kept in strict confidence as required by regulations.

i. Employees are urged to voluntarily seek information and help from the Mental Health Clinic. Except for employment in certain exempted position, employees are given confidential assistance. However, they should be encouraged to sign consent statements to facilitate that help. An employee may also go on his or her own initiative direct to any community resource to seek help.

j. The program is administered without regard to politics, grade or position, union affiliation, race, color, religion, age, sex, marital status, national origin,-or physical or mental handicaps.

k. No employee acknowledging a drug or alcohol related problem, resulting in unsatisfactory performance, will be terminated without first having the opportunity to avail himself/herself of professional help. Successful progress, as determined by a counselor, in a rehabilitative program will be viewed favorably in consideration of disciplinary action against an employee.

l. The employer is not concerned with employees' private lives, unless it impacts on job performance. Therefore, discussions and inquiries will be limited to the issue of performance and the underlying cause.

m. The employer will inform the employee of his/her right to have a union representative present at any discussion of the worker's progress in treatment

2. **CONFIDENTIALITY:** The confidential nature of medical records of employees with medical/behavioral problems will be maintained. Neither counselors nor any management official shall reveal the name of the person voluntarily seeking assistance without the employee's written consent.

3. **PUBLICITY:** Management shall post its written policy on the program, news about the program, and assurances of confidentiality for participants on official bulletin boards. Management shall undertake a publicity effort within the activity to eliminate any stigma associated with such matters. The union agrees to publicize this program through its channels.

ARTICLE XXII: SMOKING AND TOBACCO USE

1. **GENERAL:** The Union agrees to support the established tobacco use policy of the employer, and to solicit the cooperation of the bargaining unit members (both users and non-users) in complying with the policy. The policy is designed to ensure non-smokers are protected from the effects of secondhand smoke, while not necessarily inconveniencing those who desire to smoke.
2. The parties agree that proposals to change existing policies, or to establish new policies, regarding tobacco use and any reasonable accommodations necessary will be negotiated prior to implementation.
3. All civilian employees are expected to take the lead in helping meet Air Force goals by complying with employer policy.
4. Tobacco users are highly encouraged to attend tobacco cessation classes.

ARTICLE XXIII: EMPLOYEE DEVELOPMENT

1. The employer and the union agree that the training and development of employees within the unit is a matter of primary importance to the parties. Training courses and materials furnished by the employer will be distributed on a fair and equitable basis.
2. Although it is expected employees have initial skills qualifying them to perform their duties, the employer and union recognize the need for ongoing development, career planning and training to maintain competence in the work force.
 - a. The employer will plan and provide training to enhance employee development, efficiency, and skill training to accomplish the mission, and incorporate new technological changes, or reorganization. Areas of training, selection, and assignment of training priorities is a function of the employer.

b. Management is responsible for:

- (1) Assessing the training needs of employees;
- (2) developing or updating annually, as needed, a training plan that will contribute to current or future performance of the employee.
- (3) counseling employees regarding self-development activities that would contribute to performance or career development, if requested.

3. A workforce that is current on changing technology, new equipment, and programs contributes to the efficient accomplishment of the mission. It is the employer's obligation to identify and to provide training necessary to maintain the currency of the workforce. The employer recognizes the responsibility to insure that such training is accomplished timely and in an efficient and cost effective manner.

4. The employer is obligated to keep employees informed of rules, regulations, and policies under which they are obligated to perform. This will include procedural changes to documentation of required forms used in the performance of daily tasks. If new forms or documentation is required in the daily performance of duty, employees will be provided training on how to correctly fill out the new forms, and a copy of the correctly filled out form.

5. The employer will, upon request of an employee, suggest, or identify training that can aid in achieving defined objectives and goals of the employee and employer. Upon request, available training programs will be discussed with the employee who would normally be eligible for such training.

6. When an employee is required to train another employee, the employer will consider loss of productivity due to training efforts by adjusting workload requirements accordingly.

7. a. Evidence of completed training furnished by the employer will be recorded in the employee's Official Personnel Folder (OPF).

b. On receipt of the proper documentation," the employer agrees to record off-duty civilian education accomplishments in the employee's OPF.

c. The employee is individually responsible for keeping his OPF current and complete to fully reflect total employment experience, training, and education.

8. The employer, in accordance with existing regulations, may modify an employee's work schedule to assist the employee in undertaking an outside educational program. In addition, the employer may authorize reasonable duty time for job related study when the mission will allow.

9. The employer will make a reasonable effort to retrain employees whenever possible to avoid separation due to reorganization or reductions in force to prevent loss of knowledge and experience.

10. The employer agrees to extend consideration for the reimbursement of tuition and book expenses incurred by an employee to attend a job related course during non-duty time. If approved, partial or full reimbursement will be in accordance with 5 CFR 410.401 and 5 USC 4109(a)(2). If the employer provides book expense, books must be returned to the employer at the conclusion of course requirements. Any training required by the employer will be accomplished at the employer's expense.

ARTICLE XXIV: HOURS OF WORK

1. **ADMINISTRATIVE WORKWEEK:** Seven consecutive calendar days constitute an administrative workweek, which begins at 0001 Sunday and ends at 2400 the following Saturday.

2. WORK WEEK:

a. Within the administrative workweek, the workweek for NAF employees will not exceed 40 hours, exclusive of meals. When possible,

two consecutive days off will be provided during each administrative workweek. However, the workweek may be scheduled over a period of 6 days, provided that the total scheduled hours does not exceed 40 hours per week.

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

Flexible category employees, excluding those engaged in seasonal work and those on temporary appointments, will be given first consideration for any vacant regular category position for which they are qualified and have submitted NAF Application for Promotion or Other Position Change, AF 2550.

NOTIFICATION OF WORK HOUR AND TOUR CHANGES: The employer will notify the union at least 14 days in advance of permanent changes in the tour of duty or to different hours of duty. Exception to these requirements is if the mission would be seriously handicapped in carrying out its functions, or costs would be substantially increased. The union agrees to support the employer in emergency situations concerning changes.

SHIFT AND TOUR WORK:

Unless the mission dictates otherwise, shift work employees should have their tour of duty arranged to allow each employee two (2) consecutive days off in each administrative workweek.

Individual temporary changes in the regularly scheduled tours of duty shall be in compliance with applicable laws and regulations and posted in the work area no later than 24 hours prior to the beginning of the administrative workweek affected except where change substantial increase work load or a substantial increase in cost would occur. Notices of a change of the normal tour of duty shall contain the following:

New tour hours;

Reasons, including the circumstances, for the change;

(3) Signature of the authorizing official.

b. Individual temporary changes in the tours of duty will be distributed and rotated equitable among qualified employees. When additional hours of work become available during the workweek allowing up to eight (8) hours per day or forty (40) hours per week, first consideration for increasing work hours will normally be given to regular employees on a fair and equitable basis depending on skills and qualifications requirements.

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

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

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

ARTICLE XXV: OVERTIME

1. **GENERAL:** The assignment of overtime work is a function of management, and management officials are required to keep overtime work to a minimum consistent with the accomplishment of the employer's mission. Therefore, supervisors are expected to assign overtime work in such a way as to accomplish work as efficiently and expeditiously as

practicable. In no case will overtime be assigned to any employee as a reward or punishment. The assignment of overtime work should be kept to an *im*rumum.

2. EMPLOYEE ASSIGNMENT:

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

b. If an employee is required to work overtime due to unexpected absence of another employee scheduled to work the shift, he/she will be relieved as soon as possible, if there is a qualified and available substitute to take the employee's place.

3. COMPENSATION: Overtime worked will be compensated in accordance with the Fair Labor Standards Act (FLSA) or Title 5. All employees are entitled to overtime compensation, in either pay or compensatory time off, for work authorized or approved by the employer which is in excess of the normally assigned work shift per day or normally assigned workweek. An employee shall be neither compelled nor permitted to work overtime without being compensated by either compensatory time off or paid overtime. The parties agree duty free lunch periods during an overtime assignment are not compensable.

a. Employees who are classified non-exempt under the FLSA should not perform work outside normal working hours unless specifically ordered or authorized by the employer. If the employer suffers, and/or permits these employees to work, they must be granted compensation in accordance with FLSA.

b. All employees called in or scheduled to work outside of, and unconnected with their basic workweek, are entitled to a minimum two (2) hours overtime pay.

c. Employees will not be assigned work to take home without compensation.

d. Employees shall be compensated for any partial hour of work in increments of fifteen (15) minutes.

4. COMPENSATORY TIME: Employees exempted from the Fair Labor Standards Act (FLSA) and those covered by FLSA will be granted compensatory time off in lieu of overtime payments if the employee requests. The employee will make such a request at the time the overtime is to be worked. It will be the duty of the supervisor to inform the employee of the right to request compensatory time rather than overtime payment. No coercion will be used to get the employee to request time off rather than payment.

5. HOLIDAYS: Regular employees will be granted all holidays given to federal employees by statute as well as holidays granted by executive order. Holidays will be observed in accordance *with* applicable laws, rules, and regulations. It is the right of the Employer to determine work which must be accomplished on holidays, and to require that employees report for work in accordance with such determination. Employees shall be advised of scheduled work requirements at the earliest practical date before the holiday.

6. TRAVEL: Travel will normally be scheduled during an employee's regular tour of duty. Employees will be paid for travel during regular duty hours on non-duty days to the extent allowed by either Title 5 or FLSA.

7. CLEAN UP TIME: Unit employees working in areas which must be cleaned daily may, at the discretion of the supervisor, be allowed a reasonable amount of official time for such clean up prior to the end of their work shift. Unit employees required to wear special government furnished clothing will be allowed a reasonable amount of official time for the changing of the special clothing prior to the end of their work shift. The amount of official time allowed will be determined at the lowest practicable level of supervision based on specific circumstances.

ARTICLE XXVI: LEAVE

ANNUAL LEAVE: Annual leave shall be earned in accordance with appropriate statutes and regulations. If desired by the employee, the employer will attempt to schedule each employee for at least two consecutive weeks of annual leave every year in order to allow the employee rest and recreation away from the work site, dependent upon mission requirements. Employees will state in advance the desired times for their annual leave. If several employees desire the same period of leave, leave for that period will normally be granted to the employee with the most seniority. However, this rule shall not allow the most senior employee to have the same leave period more than one year in succession when other employees also desire this period. Employees will be allowed to take annual leave, as necessary, for personal emergencies and other matters with the approval of the supervisor. In case of a transfer within a facility of an employee from one organizational element to another, the employer will give every possible consideration to approve previously scheduled leave.

SICK LEAVE: All regular full time employee will earn sick leave at the rate of 5 percent times the hours in a pay status, excluding overtime, up to a maximum of 40 hours per week, or 80 hours per biweekly pay period.

Sick leave may be used for medical appointments, or illness of the employee, which renders them, incapacitated for duty. It may also be used when the employee is exposed to contagious diseases as defined by regulation, bereavement due to the death of a family member, or for treatment and/or care of an ill family member as defined under the Family Friendly Sick Leave Act. Supervisors may request medical documentation for absences of more than three (3) days.

The Union acknowledges its obligation to promote the proper use of sick leave among employees. However, when a supervisor has evidence of sick leave abuse, the employee should be counseled concerning the abuse and that continuing abuse may be subject to disciplinary action. The employee may be required to furnish medical documentation that must be administratively accepted by the employer. If the situation improves, the requirement may be removed at any time; however, it will be reviewed at

least every six months to determine if sick leave abuse has continued prior to extending the need for a doctor's certification.

The parties recognize the death of a spouse, child, parent, or other close member of the immediate family may result in the incapacitation of the employee and the use of sick leave as appropriate (Family Friendly Sick Leave Act of 1994).

LEAVE FOR MATERNITY OR PATERNITY REASONS:

Absences due to pregnancy may be charged to annual, sick, or LWOP or any combination thereof. Charges to sick leave are authorized only when the conditions of Section 2 above are met.

The employer recognizes that new parents may need time to adjust to a new family member, develop relationships, and provide for additional responsibilities. To assist employees meeting these needs, the employer will give due consideration to the requests for annual, sick leave, or leave without pay when related to the birth or adoption of a child.

The employer recognizes there may be times when employees will need time off to attend to the medical and personal needs of their dependents. (Family Friendly Sick Leave Act of 1994).

In appropriate cases, the provisions of the Family Medical Leave Act of 1993 and Family Friendly Sick Leave Act of 1994, for extended periods of absence, may apply to individual employees (Family Friendly Sick Leave Act of 1994).

MILITARY LEAVE: Employees who are members of the National Guard or Reserve forces will be granted fifteen (15) days military leave per fiscal year. This will be used for active duty or training. Management may, at its discretion, permit a flexible tour that would allow employees time off for weekend drills and summer camp without the necessity for using military leave. If an employee is called to duty as a member of the National Guard or a Reserve unit and has used all military leave, the employee may be granted leave without pay upon request or annual leave, if desired.

EXCUSED ABSENCE: Excused absence will be granted to those affected employees when the activity or parts thereof shut down due to emergency circumstances beyond the activity's control. In addition, excused absence for union officials will be granted for labor relations training. Excused absences will be granted under the following circumstances:

Blood Donations: Time may be granted for the employee to donate blood, plus travel time, up to four (4) hours.

Voting in federal, state and local elections: An appropriate amount of excused absence time may be granted when the polls are not open either three (3) hours before or after the regular duty hours of employee.

Attendance at officially sponsored unit activities is considered duty time. Employees who do not attend may elect to remain in the work place on duty or take leave.

LEAVE WITHOUT PAY (LWOP): Regular employees who do not have leave to their credit or do not wish to use their leave, and wish to take leave for emergencies or other necessities may be granted leave without pay upon request. The granting of LWOP is a matter of administrative discretion.

COURT LEAVE: Court leave is 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 United States, the District of Columbia, or state or local government. Employees who are called to jury duty or witness service will refund the United States Government fees received from a court for jury duty or witness services. Employees who waive or refuse to accept jury or witness fees are liable to the government for the fees they would have received. Employees selected to serve will be placed on court leave; thus, continuing to collect their Federal salaries during the time they are on jury duty or witness service. In every instance, ; the activity will allow the employee to fulfill the citizenship requirement of jury duty unless an emergency at the activity prohibits it.

SHORT TERM ABSENCE: Supervisors will have the authority to excuse infrequent employee absences of less than one hour. Each case will be considered on its merits and no employee will receive disparate treatment in the granting of excuse for such absence.

ARTICLE XXVII: BUSINESS BASED ACTIONS

Business Based Actions will be carried out in accordance with applicable regulations and will be administered in a manner that will achieve the necessary reduction in personnel strength with a minimum disruption to NAF employees. Whenever possible, reduction in personnel will be accomplished through normal attrition. Incumbents of positions being deleted should be considered for and normally be placed in other vacant positions authorized for fill for which they are qualified in accordance with applicable regulations.

When a business-based action may result in the involuntary separation of regular employees and it can be determined in advance, the Employer will notify the Union of the proposed reduction prior to issuing a Business Based Action notice. The only exception will be when a higher echelon of command releases the announcement prior to notifying the Employer.

Prior to and during the Business Based Action, all retirements will be voluntary. There will be no coercion, direct or indirect, intended to influence the employee's decision. The Human Resource Officer will advise the employee of any prospective retirement rights.

ARTICLE XXVIII: GENERAL INFORMATION

CUSTOMER RELATIONS: Good customer relations are important in successful mission accomplishment. The union agrees to cooperate and assist management in promoting courtesy, tact, service, and friendliness among unit employees when dealing with the customer.

ENERGY CONSERVATION AND ENVIRONMENTAL

PROTECTION: Conservation of our natural resource (including energy) and environmental protection efforts are vital issues to all employees. The union shall assist the employer in such efforts by encouraging unit members to:

Cooperate with and participate to the fullest extent practicable in employer-initiated programs designed to conserve energy or preserve environmental conditions;

Call to the attention of the employer, practices, policies, or conditions that contribute to waste or deterioration of our natural resources;

Be alert to the possibility of other means of energy conservation or environmental protection other than those initiated by the employer and submit suggestions for possible base-wide adoption; and,

Participate in any other such practice(s) within employee's capabilities he may be able to accomplish independently in order to conserve energy or protect and/or preserve environmental conditions.

PRODUCTIVITY: The attainment and maintenance of the highest standards of work performance including quantity and quality are essential to mission accomplishment. Toward this objective, the union agrees to assist the employer by encouraging unit members to seek and achieve their highest potential and productivity in their particular employment situation.

DAY CARE SERVICES: Bargaining unit employees may use the base day care facilities on a space available basis. The cost of which is dependent upon total family income.

CHARITY DRIVE: The union agrees to cooperate with the employer in truly voluntary charity drives and to lend support to these worthy causes. In conducting these drives, parties will be guided by appropriate regulations which provide that no compulsion or reprisals will be tolerated and confidential gifts may be made by placing contributions in envelopes. Contributions will be on a voluntary basis and employees should not be contacted numerous times for contributions.

1. **SUGGESTION PROGRAM:** Recognizing the vitally important contribution suggestions make toward a better, more efficient, and less costly operation, the union shall fully support the Air Force Suggestion Program as it is implemented in the unit.

2. **UNFAIR LABOR PRACTICES (ULP):** The employer and union agree to provide advance notification to each other prior to filing an Unfair Labor Practice charge.

ARTICLE XXIX: DURATION AND EXTENT OF AGREEMENT

I. This agreement becomes effective on the date of approval by DOD Field Advisory Service and will remain in effect for three years from the date of approval. It will be automatically renewed for successive periods of three years unless either party gives written notice to the other party of intent to re-negotiate. Such notice will be received not more than ninety (90), nor less than sixty (60) calendar days prior to the expiration of this agreement, and must be accompanied by written proposals for all articles that the requesting party wishes to negotiate. When either party gives such notice, to the extent provided by law, the provisions of this agreement will be honored until a new agreement becomes effective.

2. Should any part of provision of this agreement be rendered or declared invalid by reason of subsequent government wide regulations (with the exception of those regulations dealing with prohibited personnel practices), this agreement shall remain in effect through the life of the agreement or until the impact of the implementation of such matter can be negotiated.

3. Either party may propose amendments and supplements to this agreement. However, negotiations shall be by mutual consent. If the basis for the proposal is law or regulation, the proposing party will provide the proper citation and identify the affected articles(s) of the agreement. If the parties agree to negotiate, they will meet within a reasonable time to discuss the matter. The proposing party will furnish a draft proposal prior to the meeting. The employer agrees to provide the union copies of amendments, deletions, or modifications to this agreement.

GORDON R. JANIBC, COLONEL
COMMANDER
49THSUPPORT GROUP

STANLEY A. LOOSE, PRESIDENT
NFFE, LOCAL 1031
CHIEF NEGOTIATOR

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GARY YOUNG
LABOR RELATIONS OFFICER
NEGOTIATOR

CHIEF STEWARD
NEGOTIATOR

BARBARA A. BROU
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LINDA M. VIGIL
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BLAINE E. BECKSTROM
LEGAL ADVISOR

APPROVAL:

DEPARTMENT OF DEFENSE

AUGUST 25, 1999

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