

NON-APPROPRIATED
FUND MASTER
LABOR AGREEMENT



AIR FORCE MATERIEL
COMMAND

AND

AMERICAN
FEDERATION OF
GOVERNMENT
EMPLOYEES

AFGE COUNCIL NO. 214
(AFL-CIO)

Table of Contents

Article 1: Recognition and Coverage	4
Article 2: Business Based Actions	5
Article 3: Rights of Employees and Obligations	7
Article 4: Records of Employees.....	8
Article 5: Official Time/Union Representation.....	9
Article 6: Hours of Work.....	13
Article 7: Overtime.....	15
Article 8: Holidays	16
Article 9: Annual Leave	17
Article 10: Sick Leave.....	18
Article 11: Leave Without Pay.....	19
Article 12: Administrative Leave	20
Article 13: Leave for Civic Responsibility.....	21
Article 14: Religious Leave.....	22
Article 15: Make Ready/Clean Up Time	23
Article 16: Wage Survey	24
Article 17: Alternative Work Schedules.....	25
Article 18: Nepotism	26
Article 19: Position Descriptions/Classification	27
Article 20: Details and Temporary Promotion	28
Article 21: Union Access to Information	29
Article 22: Transportation	30
Article 23: On-The-Job Injury or Illness	31
Article 24: Performance Evaluation	32
Article 25: Incentive Awards	33
Article 26: Employee Development	34
Article 27: Employment Procedures	35
Article 28: Orientation for New Employees.....	36
Article 29: Uniforms, Special Clothing, and Allowances	37
Article 30: Safety and Health	38
Article 31: Facilities and Publicity.....	39
Article 32: Accident Investigations.....	40
Article 33: Negotiated Grievance Procedure.....	41
Article 34: Arbitration.....	46
Article 35: Dues Withholding	52
Article 36: Negotiations at Activity Level	54

Article 37: Negotiations at Command Level.....	55
Article 38: Disputes and Impasses in Midterm Negotiations.....	57
Article 39: Duration.....	58
Article 40: Disciplinary Actions.....	59
Article 41: Local Supplement Agreements	61
SIGNATORIES.....	62

Article 1: Recognition and Coverage

Section 1: Subject to the exclusions listed in Section 1.02, the units to which this Agreement is applicable are composed of all nonsupervisory, nonprofessional employees at the following Air Force Materiel Command facilities paid from Nonappropriated Fund and who are serviced by AFMC Civilian Personnel Offices: All Nonappropriated Fund employees employed by Nonappropriated Fund Instrumentalities at Edwards Air Force Base, California.

All non-professional regular full-time and regular part-time employees who are employed by the Nonappropriated Fund Activities, 3201st Air Base Group, Eglin Air Force Base, Florida (Excluding Consolidated Base Exchange).

All Nonappropriated Fund employees employed at the Tinker Air Force Base Development Centers (72 SPTG/SVYE and 72 SPTG/SVYW), Tinker Air Force Base, Oklahoma City, Oklahoma.

All eligible employees of all Nonappropriated Fund activities on a regular appointment at Robins Air Force Base, Georgia.

All Nonappropriated Fund employees of the 75th Force Support Squadron at Hill Air Force Base, Utah.

All Nonappropriated Fund employees of Hurlburt Field who are serviced by Hurlburt Field Air Force Base, Central Civilian Personnel Office.

Section 2: The following are excluded from the unit:

All Hill Air Force Base, Air Force Nonappropriated Fund employees employed by the Army and Air Force Exchange Service; all Hill Air Force Base supervisors, management officials, employees engaged in civilian personnel work other than in a purely clerical capacity; and all Hill Air Force Base flexible category and temporary employees.

Article 2: Business Based Actions

Section 1: The employer will observe appropriate regulations governing Business Based Action (BBA). At least seven (7) calendar days prior to notification to affected employees, the employer will notify the Union of proposed implementation date of a BBA when one or more bargaining unit employees are identified to be reduced in grade, separated by BBA or otherwise impacted by the use of BBA procedures. Such notification will include:

- a) The reasons for the BBA;
- b) The number, types and grades of the employees involved;
- c) Type of action to be taken;
- d) The effective date of the action.

Section 2: In the event of a separation due to BBA, existing vacancies will be utilized where feasible to place employees in continuing positions for which they qualify in order to minimize adverse actions and reduce separations.

Section 3: The employer will provide a written notice to each Regular employee affected by a separation action at least 30 calendar days prior to the effective date and at least 7 calendar days prior to the effective date for non-separation actions such as reduction in pay or reduction in grade. The employer will provide a written notice to each Flexible employee affected by a separation action at least 7 calendar days prior to the effective date and at least 24 hours prior to the effective date for non-separation actions such as reduction in pay or reduction in grade. The notice will state what action is being taken, the effective date of the action, and the employee's BBA service computation date. Rights of appeal and time limits on such appeals will also be stated in the notice.

Section 4: An employee affected by BBA or their designated representative has the right to inspect BBA records pertaining to the employees involved in the BBA.

Section 5: Separations due to BBAs will be in accordance with the following:

- a. Employees will be separated by the same employment category, occupational series, grade or pay band and in the same NAFI activity.
- b. Employees will be ranked in each employment category pay plan, series and grade according to BBA seniority.
- c. Employees are separated into two separate categories. The total score on the Work Behavior Elements on the AF Form 3527 determines the order in which employees are ranked within these categories. To affect the BBA, employees in Category 1 with the lowest total score are affected first the next lowest total score second, etc., until all Category 1 employees are exhausted. After Category 1, employees in category 2 are affected in the same order until exhausted. If two or more employees have the same total score, the SCD for seniority for Regular or the length of service for Flexible employees used to determine the ranking.

Section 6: In order to reduce the adverse impact of a BBA, the employer agrees to implement the following actions:

- a. Process all requests for retirement from all eligible employees.
- b. In the event of separations due to BBA, reemployment priority listing (RPL) would be activated at the employee notice period.
- c. Business based actions will be taken in accordance with existing personnel policies and procedures.

Section 7: Affected employees will be allowed official time to:

- a. Review their Official Personnel File (OPF);
- b. Prepare employment applications for NAF positions; and
- c. Arrange and attend job interviews for positions within NAF.

Article 3: Rights of Employees and Obligations

Section 1: Each bargaining unit employee shall have the right to form, join, or assist any labor organization, or to refrain from such activity, freely and without fear of penalty or reprisal and each employee shall be protected in the exercise of such right.

Section 2: Each bargaining unit employee has a right to file a grievance according to that specific article in this contract.

Section 3: Each bargaining unit employee has the right to fair and equal representation by the Union regardless of dues paying status. The parties agree, however, that the Union has no duty to represent non dues paying bargaining unit employees in situation where statutory appeals procedures are available.

Article 4: Records of Employees

Section 1: The AF Form 971 and any attachments are the immediate supervisor's personal and confidential records of an Employee's performance and conduct. The Parties agree that access to the AF Form 971 will be limited to the Employee concerned and persons having an official need to know. The supervisor will ensure that the AF Form 971 is protected from unauthorized access.

Section 2: Employees may review the Official Personnel Folder and Supervisor Record of Employee (AF Form 971) pertaining to them in the facility where the record is maintained and under the supervision of the Employer. This privilege will be extended to an employee's representative upon the statement of authorization signed by the employee. Upon request, employees or their properly authorized representative will be given a copy of documents contained in their Official Personnel Folder and AF Form 971 file in accordance with Applicable laws and regulations, within three work days.

Section 3: Entries on the Supervisor's Employee Brief (AF Form 971) resulting from informal meetings, discussions or briefings relative to instructions and established Employer policies and practices are not in themselves considered disciplinary. Such entries may be used for proving the Employee's knowledge of the subject of the entry.

Section 4: All entries concerning any matter relative to any disciplinary action or that could be used to support future disciplinary action will be recorded on the AF Form 971 after the matter has been discussed with the Employee and Employee's response has been given due consideration. These entries may be made by memo attached to but referenced on the AF Form 971 or made directly on the AF Form 971. The entries will be entered in the presence of the Employee at the time of the discussion or shown to the Employee shortly thereafter. The Employee will be given the opportunity to read, initial, and date any such entries. The Employee's initials will not be construed as agreement or disagreement with the entries. The Employee's initials will only indicate that the Employee is personally aware of the entries.

Section 5: Six months after an Employee has been orally admonished, he/she may request a meeting with the supervisor to discuss deletion of the oral admonishment notations from the AF Form 971. If the situation warrants, the supervisor is strongly encouraged to remove the notations.

Section 6: The Supervisor makes a note of the Memorandum of Reprimand, in pencil, on the employee's AF 971, files a copy with the Employee's AF Form 971, and gives a copy to the NAF Personnel Office for filing in the employee's OPF. This note is deleted and the copies removed and destroyed 2 years after the date of the memorandum.

Section 7: Notations made in accordance with 3 above may be removed earlier than specified above at the discretion of the supervisor.

Article 5: Official Time/Union Representation

Section 1: For the purpose of authorizing official time granted to an employee pursuant to 5 USC Chapter 7131, the Employer agrees to recognize the officers and stewards designated by the union. The Union will provide and maintain, with the NAF Labor Relations Specialist, a list of current Union representatives. The list will include the name, Union title, duty station, work phone number, and shift. Only those representatives identified on the current list will be recognized by management. This will be a mandatory posting in all areas where bargaining unit employees work.

- a. 25 percent official time will be granted to one NAF employee at each installation to serve as the local union representative.

All official time must be requested by the representative utilizing AFMC Form 949 and approved by the employer prior to its actual use. An employee is entitled to a reasonable amount of official time, if the employee requests time and is otherwise in a duty status, to prepare and present an appeal or grievance. What is considered reasonable depends on the facts on and circumstances of each case. Additional time may be granted to the employee, upon request, when it is demonstrated that circumstances are beyond the employee's or management's control (e.g., illness, complex issues, workload). If the employee's representative is an Air Force employee in duty status, the employee is also entitled, upon request, to a reasonable amount of official time to assist or act for the employee in the preparation and presentation of an appeal or grievance. An employee serving as a union representative at a hearing or other formal discussion related to the appeal or grievance is normally entitled official time. Employees and their representatives must make advance arrangements with their supervisors for the use of official time.

- b. The following will not be charged toward the President's and Treasurers allotment of official time:

- (1) Preparation for and participation in negotiations
- (2) Participation in local wage survey
- (3) Union-sponsored training
- (4) Labor-Management training
- (5) Preparation for third-party proceedings
- (6) Participation in third-party proceedings
- (7) Management-sponsored meetings

Section 2: Union representatives perform duties such as (but not limited to) handling grievances, appeals, attending official meetings, being present at pre-disciplinary interviews, representing employees who have

received proposed disciplinary actions, etc. Reasonable amounts of official time to perform representational duties are authorized. Representatives will request the use of official time from their supervisors as far in advance as possible. Official time requests will include date, time, and expected duration of the request. In situations where more time is needed, the representative may contact the supervisor or, if unavailable, the next level supervisor to request additional time.

Section 3: When work conditions are such that the steward/official may be excused from work, a reasonable amount of official time will be granted. It is the party's intent that any official time agree to by the parties authorized under section 7131 (d) of the Federal Service Labor Management Statute will be encompassed within one of the following activities:

- (1) present grievances at any step of the Negotiated Grievance Procedure or associated Alternate Dispute Resolution Procedure as specified in Article 33;
- (2) represent an employee or the Union at an arbitration hearing;
- (3) appear as a witness at any step of a grievance;
- (4) appear as a witness at an arbitration hearing;
- (5) attend meetings scheduled by management;
- (6) meet and confer or consult with management;
- (7) represent an employee in appeal hearings covered by statutory procedures;
- (8) represent the Union on approved committees authorized by this Agreement;
- (9) represent the Union on the DoD wage fixing authority wage survey teams or other approved labor management fact-finding studies;
- (10) be present as an observer in an adverse action proceeding or grievance adjustment where the Union is not the employee's representative (subject to approval of the hearing officer in charge of the proceeding);
- (11) represent the Union in formal discussions involving personnel policies, practices, working conditions, or grievances between bargaining unit employees and management;
- (12) represent the Union in investigatory interviews between supervisors and employees in accordance with Article 40;
- (13) participate in partnership activities as authorized by the installation Partnership Council;
- (14) participate in informal Unfair Labor Practice resolution proceedings with management officials;

- (15) attend AFGE annual legislative conference;
- (16) prepare employee grievances and appeals;
- (17) prepare for meetings scheduled with management;
- (18) assist an employee when designated as their representative in preparing a response to a proposed disciplinary action;
- (19) prepare responses to management-initiated correspondence, including Promotion Plan Templates (Templates);
- (20) prepare Union grievances;
- (21) assist an employee in preparing a response to any personnel action resulting from a directed fitness for duty examination;
- (22) prepare for arbitration;
- (23) allow travel time to the applicable worksite or to/from the Union office to accomplish any of the above.

Section 4: If the Agency denies any request for official time they will immediately notify the requestor in writing of the reason(s) for the denial. If release cannot be granted because of workload considerations, the supervisor shall advise the Union representative when release would be appropriate.

Section 5: Time limits or actions within the Agency's control will be automatically extended for a time equal to the length of any denial based delay. It is understood that this may require a short notice schedule change affecting other employees. The representative will report the amount of official time used upon return. Official time will not exceed the representative's scheduled duty day. However, if the scheduled release time is for the end of duty day the representative will not be required to return to the worksite.

Section 6: The Parties agree that when a Union representative is designated as a personal representative of an employee, as authorized under law or other regulations, such as for discrimination complaints or Agency internal complaint processes, the representative may request official time as authorized by those regulations.

Section 7: When meeting with an employee at their worksite, the Union representative will obtain approval from the employee's supervisor prior to meeting with the employee. If the immediate supervisor is unavailable, approval will be requested from the next level of supervision or the HRO when necessary.

Section 8: It is agreed and understood that any authorization of official time is solely to permit release of Union representatives from their normal work schedule. In unusual circumstances, upon request, the Employer may temporarily adjust the Union representative's work schedule to allow use of official time for representational purposes where the representative would otherwise be in a non-duty status. This type of request will be made as far in advance as possible to the representative's supervisor or, if unavailable, the

next level supervisor, or the NAF HRO.

Section 9: A reasonable amount of official time is appropriate for the training of Union representatives regarding the terms of this agreement. It is further understood that travel time to and from the training is also appropriate for official time, if the employee is normally scheduled to work on the travel dates. When the Union determines such a need, it will provide the NAF Labor Relations Officer a request for official time. These requests will include the list of representatives and the approximate length of time needed for this training.

Section 10: The Employer agrees to grant official time for AFGE District, National or other third party training that is reasonable, necessary, and in the public interest. The Union will submit a written request for official time for training purposes, to the NAF Labor Relations Officer, the request will be submitted as far in advance as possible for scheduling purposes, but not later than one week prior to the requested date. The request will include the dates, times and places of the training and travel days. Official time for these training purposes will be in addition to any official time granted for representational purposes as defined in this article.

Section 11: In any negotiations, meetings and third party proceedings, the Union shall be entitled to the same number of representatives on official time as the Employer has in attendance.

Section 12: The Union retains its rights to designate its representatives without interference. The effective use of stewards and a reasonable distribution of their Union workload enhance a sound Union-Management relationship and contribute to the efficiency of the activity operations.

Section 13: The employer agrees to recognize AFGE Council officials, local officers of the Union, Union stewards and other authorized representatives designated by the Union. The Union will furnish the employer a listing of authorized/designated officers and stewards indicating name, telephone extension, organizational symbol and supervisor, as well as the designated area or responsibility (i.e., Chief Steward, Center Steward, etc.).

Section 14: Employees who are otherwise in a duty status will be granted official time to prepare and present appeals and grievances. Employee must request and receive permission from their supervisor prior to using official time. All official time will be recorded on an Official Time form completed by the employee and the supervisor. The total time authorized in preparation of a grievance will be as follows:

Step 1 – 1 hour to meet with the Union representative.

Step 2 – 1 hour to meet with the Union representative.

This section only applies to the employees, not the Union representative.

Article 6: Hours of Work

Section 1:

1. The Administrative workweek will consist of 7 consecutive days, beginning at 0001 hours on Sunday and ending the following Saturday at 2400 hours.
2. The basic workweek may be scheduled over a period of 7 days, provided the total scheduled hours do not exceed the number of hours, excluding overtime hours. An employee is required to work, or to account for, within the established basic workweek.
3. The occurrence of holidays will not affect the designation of the basic workweek.
4. No bargaining unit employee will be required or allowed to work without compensation.
5. When the operations of a NAFI require work to be performed over a 7-day workweek, work will be accomplished by categories of NAF employment determined to provide the most effective and efficient operations.
6. The categories of NAF employment are currently defined as follows:

Regular employees have a work schedule that is scheduled in advance and is expected to continue for an extended period of time. Regular employees are guaranteed a minimum of 20 hours to a maximum of 40 hours of work per week. Regular category employees will be designated as having full-time or part-time schedules.

Flexible Employment Category. Flexible employees are most appropriately used in positions that meet temporary or seasonal workforce needs, or where the work schedule fluctuates due to inconsistent workload. These employees may work a minimum of zero hours to a maximum of 40 hours per week. The work may be scheduled in advance or on an as-needed basis. Flexible employees must be given a 24-hours' notice of a scheduled change. Flexible employees will normally be provided 6 hours from the time they are notified of a schedule change to inform management whether or not they can provide the requested coverage. If the shift change is not declined after 6 hours, it is understood that the employee agrees to cover the shift. The Flexible employment category is generally not appropriate for employees who work a regularly scheduled full-time work schedule on a continuing basis.

Section 2:

Where the nature of the work and the environmental conditions dictate, a 15-minute paid rest period may be granted to an employee during each 4-hour period of work. Breaks will normally be scheduled by the supervisor to occur as near to the middle of each 4-hour period of work as operationally possible. Supervisors are encouraged to consider the nature of the work, the environmental conditions, and/or other pertinent circumstances when establishing work schedules and in granting rest periods. No rest period will be authorized in conjunction with a meal period.

Employees working within the Child Development Centers (CDC) will have their applicable breaks built into their scheduled workday. Breaks shall be negotiated at the installation level where applicable.

Comfort breaks for employees in the CDC shall be negotiated at the installation level where applicable.

Section 3:

Non-compensated meal period will be indicated on the work schedule and will be scheduled for not less than 30 minutes, nor more than 1 hour. During non-compensated meals periods, employees will be entirely free of duty. When the notice of an employee's duties requires that he or she remain at the duty station, and/or it is not feasible to grant a non-compensated meal period, the employee will be authorized a maximum of 20 minutes during the designated period for which he or she may have a meal. The employee will be paid regular pay on a compensated meal period. No employees will be required to work more than 4 consecutive hours in any workday without a meal period.

Section 4:

Employees have a work schedule that is scheduled in advance. All employees must have access to a posted work schedule.

Article 7: Overtime

Section 1: The Employer reserves the right to assign overtime. The Employer agrees that the assignment of overtime within an occupation will be based on mission and workload requirements and will not discriminate against any individual.

Section 2: Overtime requirements will be fulfilled by volunteers from among those employees who normally accomplish the work during regular duty hours. In the event there are no volunteers, those employees who are determined to be the most capable to perform the overtime work will be selected by the supervisor and required to work. Overtime assignments will be distributed as equitably as possible among those employees who volunteer (who regularly perform the work) and/or failing volunteers, those who are determined by the supervisor to be the most capable from among those who regularly perform the work. An employee who is offered the opportunity to work overtime and declines such work will initial the work schedule indicating such time was offered him or her. Supervisors must keep accurate records concerning the hours worked by their employees. Copies of the schedules, pay records and/or time cards will be provided to the Union upon request. NAF employees will be given priority consideration for overtime work requirements which are normally performed by NAF employees within their facilities. Employees will be notified by posted schedule changes, and otherwise brought to the employee's attention, as soon as possible in advance of known or planned overtime work requirements within their facility.

Section 3: When employees are required to work overtime at the end of a regular shift in excess of 4 hours, the employee will be provided at least a 20-minute paid meal period.

Section 4: Irregular or occasional overtime work performed by an employee on a day when work was not scheduled for him or her, or for which the employee is required to return to his or her place of employment, is considered at least 2 hours in duration for purpose of overtime pay, whether or not the work is performed. Thus, call back time is viewed as an exception to the general rule that overtime compensation is only allowed for work actually performed. However, 2 hours is the maximum that is paid for work that is not actually performed.

Article 8: Holidays

Section 1: It is agreed that work on holidays or observed holidays shall be held to a minimum, subject to mission requirements. When work is required on holidays, it will be performed by volunteers when they are available.

Section 2: In so far as practicable, selection for holiday work shall be made by the Employer from among employees who volunteer for such work and who are determined to be qualified to perform the work. In the case of no volunteers, the accomplishment of the Employer's mission will take precedence over other considerations in the selection of employees to do the work. When insufficient numbers volunteer, selections for work on holidays will be rotated among employees within each skill.

Section 3: Employees shall be advised of scheduled work requirements at the earliest possible time before the holiday.

Section 4: Essential holiday work rosters shall be maintained for a period of 6 months and shall be made available to the employee or the Union upon request.

Section 5: Supervisors shall, to the maximum extent possible, schedule hours of work to permit those employees who have expressed a desire to participate in the observance of religious holiday functions. When such hours of duty cannot be schedule, annual leave or leave without pay may be granted when requested for up to 2 hours for each participant.

Article 9: Annual Leave

Section 1: The taking of annual leave is a right of the employee when he or she has given his or her supervisor reasonable advanced notice, provided the workload and manpower requirements permit. Requests for tentative annual leave for vacation purposes shall be submitted by the individual employee no later than January 31 of each calendar year. In the event there are more requests for grants of annual leave for a particular time when can be honored, those employees will decide among themselves which alternate date they will request. If no agreement is reached between the affected employees, then the service computation date (SCD) for leave purposes will be the deciding factor for first choice of dates. Those employees given their choice due to SCD for a requested period of time will not have the first choice for the following period of time. Once an employee has made his or her selection, he or she shall not be permitted to change his or her selection of doing so would disturb the choice of another. Every reasonable attempt consistent with workload requirements will be made to adhere to the established schedule.

Section 2: In those instances where an employee has his or her previously schedule leave disapprove, he or shell will be submit an official leave request to his or her supervisor of an official disapproval. When the Employer finds it necessary to cancel leave with was previously approved on an official leave request form, the reasons for such action will be provided to the affected employee(s) in writing.

Section 3: The Parties agree that annual leave should be approved in advance, but it is recognized that unforeseen emergencies will arise which require the use of leave which has not been previously approved. In this case, approval of leave cannot be presumed by the employee. Except where cases beyond the control of the employee do not permit, the employee will normally contact this supervisor or his or her designated representative.

Section 4: If shutdowns, reduction of operation, or other reasons requiring a change of plans made by employee occurs, the employee shall have the right to have his or her leave rescheduled prior to the end of the leave year.

Section 5: In those instances where an employee transfers from one supervisor to another, the employee will notify the new supervisor of his or her previously schedule and/or approved annual leave. The new supervisor will attempt to honor the previously schedule and/or approved annual leave. If the leave request(s) cannot be approved, the supervisor will provide his or her reasons for disapproval in writing to the employee.

Section 6: The Employer agrees to notify the Union before implementing any forced leave. A flexible employee within a job skill or occupation will be released before a regular employee. A regular employee may volunteer to be released before a Flexible employee; however, leave without pay or annual leave will be charged. The Employer will make copies of these records concerning forced annual leave available to the employees and the Union upon request.

Section 7: When sickness occurs during a period of annual leave, the period of illness shall be charged to sick leave if requested and the charge to annual leave reduced accordingly, provided the application for sick leave is supported by medical certificate, or employee's certificate submitted on a timely basis and approved by the supervisor.

Article 10: Sick Leave

Section 1: Employees will accrue sick leave in accordance with applicable regulations and there will be no limitation on the amount of sick leave that employees may accrue or carry forward from one leave year to the next.

Section 2: Sick leave, if accrued, will be granted to employees when they are incapacitated for the performance of their duties because of illness, injury, pregnancy, or confinement for medical reasons, or to receive medical, dental, or optical examination or treatment, or when his or her presence on the job would jeopardized the health of others at the post of duty because of exposure to a contagious disease normally subject to the isolation or quarantine by appropriate health authority. Any absence because of exposure to a contagious disease must be supported by a medical certificate, regardless of the length of the absence.

Section 3: Employees not reporting to work because of incapacitation for duty will notify their supervisor prior to start of shift or no later than the end of the second hour of the regular work shift, except where circumstances beyond the control of the employee do not permit.

Section 4: In lieu of a medical certificate for periods of absence exceeding 3 days when not attended by a physician, the employee's signed statement explaining the basis of his or her incapacity will be accepted.

Section 5: An employee is entitled to use sick leave to make arrangements necessitated by the death of a family member or attend the funeral of a family member.

Article 11: Leave Without Pay

Section 1: Leave without pay may be granted to employees when requested in accordance with applicable regulation. The extension of any leave without pay requires a new application and approval prior to expiration of the original period of authorized leave without pay. Activity managers, or their designee, approve LWOP up to and including 30 days. The FSS commander/director, or their designee, approves LWOP over 30 days. LWOP for more than 30 consecutive days must be made a matter of record in the OPF. Employees who are on leave without pay for workers' compensation are not governed by the requirements of this Section.

Section 2: Employees returning to duty from approved leave without pay will be granted such rights, privileges, and benefits to which they may be entitled at the time in accordance with applicable regulations.

Article 12: Administrative Leave

Section 1: Administrative leave for regular employees will be treated as time worked for all purposes except that the employee will be excused from his or her duties.

Section 2: Administrative leave may be approved for, but is not limited to, the following:

- a. Occasional unavoidable period of absence or tardiness due to circumstances beyond the employee's control of less than 1 hour.

Section 3: Administrative leave may be granted to regular employees, as governed by applicable regulations, when the Commander makes the decision employees will not be required to work because of flood, severe storm, civil disturbance, and the like. Employees who are on previously approved annual leave, sick leave, or leave without pay for the entire or part of the day the administrative leave was granted, will be charged that type of leave previously approved.

Section 4: Employees may be excused without charge to leave or loss of pay for the maximum of 4 hours to serve as unpaid blood donors to blood banks or to individuals in emergencies. The Union agrees to give its support to blood donor programs.

Article 13: Leave for Civic Responsibility

Section 1: The Employer agrees that employees may be excused to vote or register in national, state, and local elections or referendums for period of time that may be necessary to ensure them an opportunity to vote on Election Day in accordance with appropriate regulations. The employer and Union agree that as a general rule, where the polls are not open for a national, state, local election, or referendum at least 3 hours, either before or after an employee's regular hours of work, the employee will be granted an amount of excused leave which will permit him or her to report for work 3 hours after the polls open or leave work 3 hours before the polls close, whichever requires the lesser amount to time off.

Section 2: Employees will be authorized court leave for absences from official duties, if otherwise in a duty status, for official jury duty or attending court in the capacity of a witness on behalf of the United States government, the District of Columbia government, or a nonappropriated fund instrumentality of the armed forces. Regular employees on court leave receive either regular NAFI pay or retain the court fees received, whichever is greater. If the court fees are the lesser amount, such fees, exclusive of transportation, will be turned over to the employing NAFI.

Section 3: When an employee is called to court service, either as a witness or a juror, he or she is required to present the court order, subpoena, or summons, if one was issued, to his or her supervisor as far in advance as possible. Upon return to duty, written evidence of his or her attendance at court is required, showing the dates (and hours if possible) of the service. Usually such statements may be obtained from the court clerk. If the court clerk does not furnish such statements the employee must submit a certified statement containing the required information.

Article 14: Religious Leave

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

Article 15: Make Ready/Clean Up Time

Incidental duties that are directly connected with the performance of a job, such as don and doff protective equipment, obtaining and replacing working tools and materials or clean-up, are considered part of the job requirements to be accomplished within the employee's established tour of duty. Supervisors must arrange work shifts so time required for incidental duties will be part of the normal workday.

Article 16: Wage Survey

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

Article 17: Alternative Work Schedules

Alternative work schedules shall be negotiated at the installation level where applicable.

Article 18: Nepotism

Section 1: Any employee, who has the authority to take, direct others to take, recommend, or approve any personnel action, shall not with respect to such authority, engage in any of the following personnel practices:

- a. Appoint, employ, promote, advance, or advocate for appointment, employment, promotion or advancement, in or to a civilian positions any individual who is a relative of such employee if such a position is in the agency in which such employee is serving as a public official or over such employee exercises jurisdiction or control as such an official.

Section 2: For purposes of this section, relative is: father, mother, daughter, son, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, grandparents, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepparents, stepchildren, stepbrother, stepsister, half-brother, or half-sister.

Article 19: Position Descriptions/Classification

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

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

Section 3. Classification Appeals. An employee who feels his/her position description is improperly classified may meet and discuss this matter with his/her supervisor. At the employee's request the supervisor will arrange for a meeting with a NAF human resources specialist, supervisor, and the employee. If the employee states the meeting is intended to be a part of the informal procedure of a classification appeal, the employee's representative may attend the meeting if the employee so desires. Should this meeting fail to answer the employee's questions, the employee may file a position classification appeal in accordance with governing regulations.

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

Section 5: Noncompetitive promotions may result from a position review. Such actions may result from an accretion of duties which would not have been assigned to another employee and whose grade-controlling duties management elected not to restructure, redistribute or eliminate. The promotion normally will be affected at the beginning of the first pay period following the activity servicing staffing function certification.

Section 6: The Employer will provide the Employee and the Union written notice of position reclassification action that will have an adverse impact on the Employee's grade.

Section 7: The Union will be given notice and an opportunity to negotiate classification and pay system changes prior to implementation.

Article 20: Details and Temporary Promotion

Section 1: A detail is a temporary assignment of an employee for a specific period, to a position or set of duties different from the employee's regular assignment, including higher or lower graded positions, without a change in pay. Merit promotion procedures will be used for details to a higher grade or pay band for more than 120 days. An employee returns to his or her original position at the end of a detail. Details are used to meet temporary needs when work requirements cannot be met by other desirable or practical means. The employee's permanently encumbered position will be used for pay and benefits purposes and a detail to a lower-level position or set of duties will not adversely affect the employee's salary, classification, or job standing.

Section 2: Details are made a matter of record, in writing, because the experience and training gained by the employee may be important for later permanent placement actions. An employee may not be detailed to a higher grade for more than a combined total of 120 days in any 12-month period without competition.

Article 21: Union Access to Information

Section 1: The Employer agrees to provide the Union access to unclassified Employer publications and other directives/instructions that are related to the working conditions, personnel policies, practices and conditions of employment of the employees in the-bargaining unit. The Employer and the Union agree that the Union's primary access to these publications shall be through electronic means from the Union official's normal computer work station, including the printing of a reasonable number of pages. If the Union is unable to access these publications and notifies the NAF Personnel Director or designee, the Employer will provide a hard copy of the publication in a reasonable amount of time.

Section 2: Equal Employment Opportunity (EEO) Program (Counseling and Complaints).

- a. The Employer agrees to publicize and post the names, business telephones and business addresses of EEO Counselors and the Chief EEO Counselor. Employees should contact a Counselor for additional information on the EEO program or to express concerns about EEO issues.
- b. Employees may pursue discrimination concerns solely through the EEO Complaint Process. EEO issues may not be grieved under the grievance procedures of this agreement.

Article 22: Transportation

Section 1: An Employee who needs the use of a vehicle to perform his or her assigned duties (i.e., to distribute or pick up supplies, mail, etc.) will normally have transportation provided. If such transportation is not provided, he/she will be reimbursed as provided by applicable regulations. The official use of privately owned, vehicles will be kept to a minimum.

Article 23: On-The-Job Injury or Illness

Section 1: When an Employee suffers an on-the-job injury or illness in the performance of duties, he/she will report it to his or her supervisor as soon as possible. The supervisor will counsel the Employee on procedures for filing a claim for benefits and assist if necessary. The NAF Personnel Office will inform the Employee on the type of benefits available.

Section 2: The Parties agree that an injured Employee is obligated to return to work as soon as possible. This may include returning to work at the Employee's normal work site or usual position or returning to work at other locations and in other positions.

Section 3: Training will be provided to the extent deemed practical and necessary by Management. The Employer will train the Employee who has been reassigned due to physical limitations.

Article 24: Performance Evaluation

Section 1: The Employer is responsible for identifying work performance standards, making such standards known to the employees in writing, applying the standards fairly, and evaluating performance equitably in relation to work assigned. Management shall provide assistance to Employees in meeting performance standards.

Section 2: All NAF Employees will receive a Performance Evaluation after completion 90 calendar days on the job.

Section 3: All NAF Employees will receive an annual Performance Evaluation with a close out date of 30 September. Evaluations are completed on AF Form 3527.

Section 4: At least one progress review of the Employee's Performance will take place during the yearly evaluation period normally at midpoint for all regular NAF employees. The progress review is a private communication between rating official and Employee.

Section 5: An Employee's annual evaluation rating shall be based on work behavior elements and performance standards. The annual rating of record shall be in writing and a copy shall be given to the Employee.

Article 25: Incentive Awards

Section 1: The Union and the Employer encourage employees to perform at their highest level. The Employer should recognize those employees whose performance is above that which is expected. Incentive Awards will be used as an incentive to stimulate sustained high quality job performance of employees in all grades as reward where a Special award is warranted. These awards will be awarded in accordance with applicable regulations.

Section 2: On-the-spot cash awards may be given NAF employees based upon supervisory recommendation and availability of funds for specific notable events that benefit the Air Force. The supervisor initiates AF Form 1001, with award justification, and forwards to the appropriated approval authority.

Section 3: Management will give due consideration to Employees in granting awards. Management will consider the Union's concerns and suggestions regarding the performance awards program.

Article 26: Employee Development

Section 1: The Employer and the Union agree to encourage employees to participate in self- development activities and management-sponsored activities in order to better qualify themselves in their work or profession or contribute to their general overall growth and enlightenment as individuals.

Section 2: The Employer agrees to provide employees with information on known self-development sources upon request of the individual employee.

Section 3: Employees will be encouraged to inform their supervisor of current self- development activities and, on completing a course, provide necessary documentation to the Human Resource Office and their supervisor for record purposes.

Section 4: The Employer agrees to provide employees with training and development opportunities which will enable employees to do their work more effectively.

Section 5: The union proposes all employer mandated training/employee development be scheduled during normal working hours when applicable.

Section 6: Employee mandated development training will be held during the employee's scheduled duty hours within the operating hours of the CDC.

Article 27: Employment Procedures

Section 1: The Employer agrees to post announcements for positions for which applications will be accepted on the used application platform. Current employees who wish to be considered for any listed position must submit an application, a separate application must be submitted for each position in which the employee is interested. Applications will be used for 3 months after they are submitted after which they will be archived by the system. The Agency will provide the Union with all changes and update.

Section 2: Selecting officials will be furnished the applicant supply file for vacancies for which they are actively recruiting. Supervisors will select the best qualified candidate for their vacancy, notify the successful applicant and forward appropriate paperwork to the HRO. Supervisors will be responsible for ensuring all appropriate hiring preferences are complied with in accordance with applicable regulations. Should an employee request from the electing official the reason(s) for their non-selection, the electing official will provide the reason(s) in writing, within a reasonable time (normally within 30 calendar days) of their non-selection for promotion and the name of the selectee.

Section 3: Employees are responsible for ensuring that their experience and qualifications are accurately reflected in their personnel records. Employees will be responsible for being aware of and applying for positions in which they are interested. Management will provide a kiosk for use by employees to access work related matters located online. Additionally, upon completion of required trainings and security clearances for email access, management will provide all non-seasonal employees with government email addresses.

Section 4: Evaluation materials used to select candidates for promotion will be made available to the Union representative when an employee has filed a grievance/appeal in connection to the selection procedure.

Section 5: The parties agree that all placement actions will be free of discrimination based on sex, age, religion, political affiliation or other non-merit factors.

Section 6: Selections made by supervisors may not be grieved on the sole basis of non-selection by an unsuccessful employee. Grievances may only be based on alleged violation of applicable regulation or MOA by management when making the selection.

Section 7: All nonappropriated fund bargaining unit members have the right to apply to Career Program Positions that may be vacant, and for which they may qualify. Information on applying for Career Program Positions will be provided to interested applicants upon request from HRO.

Section 8: The Employer may detail NAF employees in accordance with governing regulations. Employees to be detailed for more than 30 calendar days will be notified in writing of the reasons for the detail, and a position description will accompany this notice. Notice of such detail will be delivered to the affected employee(s) 2 weeks in advance of the effective date of the detail. The supervisor will ensure that the AF Form 971 of the employee affected will be annotated to include information on the duties performed on the detail regardless of the length of the detail. Details to duties/positions that have not been classified will not exceed 30 days.

Section 9: Employees detailed to a higher grade, or one with a known promotion potential Which would exceed 120 calendar days will be temporarily promoted NTE 1 calendar year, to include all benefits of that position.

Article 28: Orientation for New Employees

Section 1: As part of the new employees orientation briefing the local Union president, or designee. will be introduced to the employees and allotted up to 15 minutes to present an overview of the labor management relationship and the functions of the union.

Section 2: The Employer will provide the local Union a copy of new accessions into the bargaining unit on a monthly basis. The accession report will list the organization, name, title, series, and grade of employees gained during the previous month.

Article 29: Uniforms, Special Clothing, and Allowances

Uniforms, special clothing, and allowances shall be negotiated at the installation level where applicable.

Article 30: Safety and Health

Section 1: The Employer will continue its endeavors to provide and maintain safe working conditions and health protection for the employees. The Union agrees to encourage all employees to work in a safe manner.

Section 2: In the course of performing their usual duties, employees will be encouraged by the Union to be alert for unsafe practices which represent health hazards. When apparently unsafe conditions are observed by the employees, they shall report them to their supervisor.

Section 3: Employees will report all accidents causing personal injury, no matter how minor, to their supervisor immediately. The Employer will permanently post information concerning the proper procedure for reporting on-the-job injuries. The Employer shall supply immediately all applicable forms and offer proper instruction, to include time frames, on their completion to the employee or family member as appropriate.

Section 4: No employee will be required to perform work without the protective equipment and safety devices authorized for the performance of assigned duties. Supervisors will take appropriate action to ensure that safety devices and equipment provided are properly utilized.

Section 5: A Union representative may accompany an Occupational Safety and Health Administration (OSHA) representative on scheduled inspection tours of activities in which bargaining unit members are employed. The Union representative will be on official time if otherwise in a duty status.

Section 6: Should an employee claim that a job to which he or she has been assigned is not safe or will endanger his or her health, the appropriate supervisor shall inspect the job to ensure that it is safe before requiring the employee to carry out the work assigned. In the event reasonable doubt remains regarding the safety of the job, a final decision shall be obtained from the Ground Safety Officer.

Section 7: Physical examinations required in relation to an individual's employment will be on official time, if otherwise in a duty status, during the normal hours of operation of the local base medical facility or its branches.

Article 31: Facilities and Publicity

The use of facilities by the union shall be negotiated at the installation level where applicable.

Article 32: Accident Investigations

Section 1: Where the Employer conducts an accident investigation involving or impacting bargaining unit employees, the Union shall be permitted at its request to meet with the safety and/or management official or officials in charge of such investigation and provide recommendations or information to that official regarding the investigation (e.g., prospective witnesses, work practices which may have led to the accident, etc.).

Article 33: Negotiated Grievance Procedure

Section 1: Scope and Coverage

This Article shall constitute the sole and exclusive procedure available to the Employer, the Union, and employees of the bargaining unit for the resolution of grievances subject to the control of the Employer applicable to any matter involving the interpretation, application, or violation of this Agreement or local supplements thereto, any matter involving working conditions, or any matter involving the interpretation and application of applicable law, policies, regulations, and practices of the Air Force, AFMC, and subordinate AFMC activities not specifically covered by this Agreement. Appeals of a demotion or removal for cause, a BBA, or a demotion based on position classification are not covered by the grievance procedure and are instead to be processed through applicable NAF Air Force Instructions covering the appeal process of those subjects.

Section 2: Informal Dispute Resolution

Upon mutual agreement, the parties at the local level may negotiate the use of Alternative Dispute Resolution (ADR).

Section 3: Optional use of Statutory Appeal

An aggrieved employee affected by a prohibited personnel practice under 5 USC 2302(b)(1) which also falls under coverage of the Negotiated Grievance Procedure (NGP) may raise the matter under a statutory procedure or the negotiated procedure, but not both. Selection of the negotiated procedure in no manner prejudices the right of an aggrieved employee where applicable, to request the Equal Employment Opportunity Commission to review a final decision in any other matter involving a complaint of discrimination of the type prohibited by any law administered by the Equal Employment Opportunity Commission.

Section 4: Grievability/Arbitrability Determinations

The Employer agrees to furnish the Union a final written decision concerning the non-grievability or non-arbitrability of a grievance initiated under this Article. The decision will provide the union with rationale supporting the grievability/arbitrability issue being raised. Decisions will normally be provided at either the Step I or II written response; however, if an arbitrability issue arises after issuance of the Step II decision, management will issue a separate written notice to the union. All disputes of grievability or arbitrability shall be referred to an arbitrator as a threshold issue of the grievance in accordance with Article 34, Section 5. If the arbitrator determines the grievance is arbitrable, a hearing will be conducted on the merits of the grievance per the applicable section of the Article 7.

Section 5: Extension of Time Limits

- a) Time limits in this Article may be extended by mutual agreement of the Employer and the Union. Mutual agreement must be in writing and signed by the activity Local Union President, or a designated representative, and the activity Labor Relations Officer, or a designated representative. Management's failure to respond or meet will permit the grievance to be elevated to the next step.

- b) If the agency fails to respond in a timely manner at Step I, the Union has the right to meet with the respective Directorate (or equivalent) to discuss the matter of timeliness. The meeting will include the directorate official (or equivalent), Step I DMO, Grievant and the Union steward. This meeting does not preclude the union from advancing the grievance to Step II.
- c) If the agency fails to respond in a timely manner at Step II, the Union has the option of immediately invoking arbitration or meeting with the Installation Command Section to discuss the matter. The meeting will include the Installation Command Section Official, Step II DMO, Grievant and the Union Steward. The intent of the meeting is to discuss why the response wasn't timely and to seek resolution of the grieved matter. If this meeting does not resolve the issue the Union is free to invoke arbitration, with the timeframes for invoking based on the date of the meeting.

Section 6: Union Representative at Grievances Where Employees Represent Themselves

If a unit employee presents a grievance directly to management, without Union representation, for adjustment consistent with the terms of this Agreement, the Local shall be given an opportunity to have a representative present at any discussion of the grievance on official time if the representative would otherwise be in a duty status.

Section 7: Protection from Reprisal

1. The Employer and the Union agree that every effort will be made by management and the aggrieved to settle grievances at the lowest possible level. In as much as dissatisfaction and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization.

Section 8: Negotiated Grievance Procedure for Employee Grievances

- a) An employee with a potential grievance within the control of the Employer will obtain an AFMC Form 913, Standard Grievance Form from the supervisor or the union, complete Part I and present the AFMC Form 913 to the supervisor within 20 calendar days of the date of the management action giving rise to the potential grievance or reasonable awareness of such action or occurrence. The employee will inform the supervisor of the nature of the complaint. The employee may request consultation with the designated union representative.
- b) The first level supervisor will do the following:
 - a) Provide a receipted copy of the AFMC Form 913 to the employee as soon as possible but not later than 1 workday.
 - b) Forward a copy of the AFMC Form 913 to the Union within 3 workdays.
 - c) Forward the AFMC Form 913 to the designated management official (DMO) designated to hear grievances within 3 workdays. The DMO to whom the grievance is referred must not be the official(s) giving rise to the incident being grieved.
 - d) Contact the supervisor of the designated Union steward within 3 workdays to coordinate the

steward/employee meeting. If no steward is designated in that area, the supervisor will contact the Union office. Grievance preparation will be conducted as near the work site as possible in an area that provides privacy, e.g., a conference room, vacant office, Union Office, etc. The grievance preparation meeting will normally occur not more than 7 calendar days from the date the Form 913 was submitted to the supervisor.

- e) The DMO will arrange for the Step I meeting to be held within 15 calendar days of his/her receipt of the AFMC Form 913 unless otherwise mutually agreed. Prior to the beginning of the Step I meeting, the employee shall affirm in writing the election of the formal negotiated grievance procedure as opposed to statutory procedures. The DMO will discuss the grievance with the grievant(s) and the union representative, and any other person deemed necessary by the DMO for resolution. The grievant can provide a list of witnesses for the DMO's consideration in resolving the case. If the DMO determines he/she does not have the requisite authority to resolve the grievance, the DMO will forward the grievance within 5 calendar days after his/her receipt of the grievance or the meeting to the management official with the requisite authority to make a decision. If the grievance is timely forwarded within the 5 calendar days, the management official with the requisite authority will have 15 calendar days from receipt of the referred grievance to arrange and conduct a meeting.
- f) Immediately prior to the end of the Step I meeting the grievant and the union representative will complete Part III of the AFMC Form 913 and return the AFMC Form 913 to the DMO. The DMO will provide a copy of the updated AFMC Form 913 to the grievant and union representative prior to adjourning the Step I meeting.
- g) The DMO shall provide a written decision and the original grievance package to the designated representative and a copy of the decision to the grievant within 15 calendar days of the Step I meeting unless otherwise mutually agreed. Rationales for grievance decisions will be provided commensurate with the issues framed in the grievance.
- h) Step II. If the DMO denies the grievance at Step I of the NGP the grievant may elevate the grievance to the Installation Commander, or his/her designee. The grievance must be received in the servicing Labor and Employee Relations Section within 15 calendar days of receipt of the Step I decision.
 - 1) The Step II grievance packet must include the AFMC Form 913 and any management responses received prior to submission to Step II of the NGP. New issues, i.e., issues not raised as part of the Step I process, shall not be raised.
 - 2) If either party desires to hold a meeting, such meeting will be held within 15 calendar days. The Commander, or his/her designee, will issue a written decision to the union representative within 15 calendar days of receipt of the grievance, or within 15 calendar days of the Step II meeting. Rationales for grievance decisions will be provided commensurate with the issues framed in the grievance. This decision will be the Employer's final decision on the grievance for the purpose of invoking arbitration.

Section 9: Union or Employer Grievances at Activity Level

For grievances between the Employer and the Union at the activity level, the following procedures apply:

- a) If the Employer is aggrieved at the subordinate activity level, its representative shall file a written grievance with the president of the Union local representing bargaining unit employees at that particular activity within 20 calendar days of the date of the act or awareness of the act causing said grievance. Representatives of the parties shall meet as soon as possible on a mutually agreeable date,

but not later than 20 calendar days from the date of submission of the grievance, at the subordinate AFMC activity to discuss the matter. Within 20 calendar days of said meeting, the local president or designee shall render a decision, in writing, in the matter to the Commander of the subordinate AFMC activity. Rationales for grievance decisions will be provided commensurate with the issues framed in the grievance. If such decision fails to resolve the matter, the Employer may invoke the procedures for activity level arbitration as set forth in Article 34.

- b) If the Union is aggrieved, the president or designee of the resident activity AFGE Local shall submit the grievance in writing to the Commander or designee of the activity within 20 calendar days of the act or awareness of the act causing the grievance. The Commander or designee shall contact the President of the AFGE local, or designee, within 20 calendar days to ascertain whether the Union wishes to meet over the matter. If either party desires to hold a meeting, such meeting between the Local Union President, or designee and the Commander or designee will be held within 20 calendar days from the date of receipt of the grievance.
 - 1) Within 20 calendar days of the date the grievance was received by the Commander or designee or within 20 calendar days of the date of the meeting, the Commander or his/her designee shall render a written decision to the local Union. Rationales for grievance decisions will be provided commensurate with the issues framed in the grievance.
 - 2) If the decision fails to resolve the grievance, the Union may submit the issue to arbitration in accordance with Article 34.
 - 3) At the request of the Council President or designee, the AFMC Commander, or designee, will meet to determine whether a Union activity grievance shall be arbitrated for command wide application upon mutual consent of the parties.

Section 10: Union or Employer Grievances at Command Level

Grievances between the Employer and the Union at the Command level shall be filed directly by the aggrieved party as follows:

- a) Within 30 calendar days of the incident or knowledge of the incident, the aggrieved party must file a written grievance with the party alleged to have violated this Agreement stating the basis for the grievance and including any available documentation, information, and correspondence.
- b) The parties, at either the Command or the activity level, will meet informally to discuss and attempt to resolve the matters unless mutually agreed otherwise.
- c) Within 30 calendar days of the date of the initial grievance, the responding party shall issue a final decision in the matter. If the matter is not resolved the aggrieved party may invoke arbitration. Questions of grievability/arbitrability must be raised at this point. The AFGE Council 214 President or designee, and the Chief, Labor and Employee Relations Division, HQ AFMC, or designee, are authorized to file and/or respond to grievances at the Command level for the Union and the Employer respectively.

Section 11: Witnesses

Employees shall be made available as witnesses at any step and will not suffer loss of pay or charge to leave while they are serving in that capacity if otherwise in a duty status.

Article 34: Arbitration

Section 1: Invoking Regular Arbitration at the Activity Level

- a. If the Union wishes to invoke arbitration, the Union President or designee, must present the Labor Relations Office a written request for arbitration within 30 calendar days of receipt of the Step II decision, or in the absence of a decision, the date the decision was due. Within 30 calendar days of a request for arbitration, or as otherwise agreed, a hearing will be scheduled on a date mutually convenient to both parties. The parties will strive to have the hearing held no later than 45 calendar days after the request for arbitration or upon notification of the availability of the arbitrator per Section 3. If the employer is the moving party, the Labor Relations Officer, or designee, will provide notification to the Union President within the timelines specified above.
- b. Arbitration may not be invoked at both the activity and command level on the same grievance.
- c. Grievances that have been processed separately through the negotiated grievance procedure may be combined for arbitration only by mutual agreement of the parties. Any such agreement will be in writing.
- d. Arbitration Panel: An alphabetized panel of arbitrators will be established at each activity to be used in a fixed rotation. The parties will agree upon the number of arbitrators to maintain on a panel to satisfy local arbitration requirements. Once the panel of permanent arbitrators is established, either the Union or Management may unilaterally remove one arbitrator in a 12-month period. Arbitrators may be removed at any time by mutual written consent. The party initiating a removal from the panel must provide simultaneous notification to the other party and the removed arbitrator. Arbitrators may also remove themselves from the panel.
- e. Establishing the Panel: The parties at each activity will exchange a list of 20 arbitrators. Names common to both lists will be placed on the permanent panel. If more than the agreed upon number of names appear on both lists, alternate striking of names will be used to reduce the list (first strike is determined by chance). If insufficient common names appear, alternate striking of names will occur until the appropriate number is reached. First strike will be determined by chance. Once selected, the arbitrators will be provided a copy of this procedure and asked if they desire to participate. At any time the panel of arbitrators contains less than the agreed upon number, the parties will mutually agree to a date to exchange a list of at least 7 names to replenish the permanent panel. If mutually agreed, arbitrators used for expedited arbitrations may be used for regular arbitrations.

Section 2: Invoking Arbitration at Command Level

- a. Where the Union is the moving party, the Council President may invoke arbitration by sending a copy of the FMCS/AAA form/letter to the AFMC Labor Relations

Officer. Where the Employer is the moving party, the Employer may invoke arbitration by sending a copy of the FMCS/AAA form/letter to the AFGE Council President. The request for arbitration must be made within 30 calendar days of receipt of the decision, or in the absence of a decision the day a decision was due.

b. Arbitration may not be invoked at both activity and command level on the same grievance.

c. Grievances that have been processed separately through the negotiated grievance procedure may be combined for arbitration only by mutual agreement of the parties. Any such agreements will be in writing.

d. Within 40 calendar days of the transmittal date of a list of arbitrators from the selected source, representatives of the parties shall meet to select an impartial arbitrator. Except for excluded issues involving statutory appeals, if an arbitrator is not jointly selected within 40 calendar days of the transmittal date, the party invoking arbitration has 10 calendar days to request a direct designation of an arbitrator, or the request will be considered stale and the grievance closed. The parties empower the selected source to grant the request.

e. Failing to reach agreement on one of the names on the list, representatives of the Union and the Employer shall alternately strike one arbitrator's name from the list of seven arbitrators until only one name remains. Initial striking shall be determined by chance. The remaining name shall be the duly selected arbitrator.

Section 3: Date and Site of Arbitration

a. Upon notification through the selected source to the arbitrator of selection, representatives of the Employer and Union shall jointly make arrangements for the hearing on a mutually acceptable date. The parties shall schedule arbitrations arising hereunder within 30 calendar days of the notification by the selected arbitrator of his/her availability, unless a question of grievability/arbitrability under Section 7.05 is raised.

b. Arbitrations initiated under provisions of Section 1 shall take place at the installation, unless otherwise agreed. Arbitrations initiated under the provisions of Section 2 shall be conducted at the Employer's headquarters, unless otherwise agreed. The arbitration hearing shall be conducted during normal working hours.

Section 4: Regular Arbitration Fees and Expenses

a. The fee and expense of the arbitrator shall be borne equally by the Employer and the Union.

b. The cost of a shorthand reporter or transcript, where such is mutually agreed upon by the parties or where requested by the arbitrator, shall be shared equally by the parties. Absent mutual agreement, either party may unilaterally request that a transcript be

prepared but must bear all costs incurred in its preparation. However, any party subsequently requesting and receiving a copy of a transcript of an arbitration hearing must pay 50% of all costs incurred in the preparation of such transcript.

c. If a cancellation fee is incurred in either regular or expedited arbitration, the party withdrawing from arbitration shall be responsible for the full cost of such cancellation fee unless the withdrawal is by virtue of a written agreement or a settlement.

Section 5: Questions of Grievability/Arbitrability

a. The procedures contained within this section will apply to arbitrations invoked under the terms of this article.

b. The arbitrator shall have the authority to make all grievability and/or arbitrability determinations brought under this article. Threshold questions arising under this section will be submitted to the selected arbitrator by written brief before the arbitration hearing is scheduled. The parties will submit pre-hearing briefs within 30 calendar days of selecting the arbitrator. After briefs are submitted to the arbitrator for consideration, the parties will exchange briefs upon confirmation of receipt from the arbitrator. If the grievance is found to be non-grievable and/or non-arbitrable, a hearing on the merits of the grievance will not be conducted. If the grievance is found to be grievable and/or arbitrable, the next available arbitrator will be scheduled in accordance with the applicable regular or expedited arbitration procedures, to hear the merits of the grievance to avoid a perceived conflict of interest.

c. The party raising the threshold question shall provide the other party sufficient information regarding the threshold question being raised in order to allow the other party to prepare a response for submission to the arbitrator as part of their brief.

Section 6: Regular Arbitration – Arbitrator’s Authority - Award

a. The arbitrator's authority is limited to deciding only the issue or issues considered in the formal grievance. If the parties fail to agree on a joint stipulation of the issue for arbitration, then each shall submit a separate stipulation and the arbitrator shall determine the issue or issues to be heard. The arbitrator is empowered to fashion an appropriate remedy consistent with the terms of this contract and in accordance with applicable law (e.g. 5 USC 5596), rule or regulation. Either side reserves the right to argue to the arbitrator what such an appropriate remedy should be.

b. The order of the proceedings, subject to the provisions contained within this Article will be determined by the arbitrator.

c. The arbitrator will be requested to render a decision as quickly as possible, but not later than 30 calendar days from conclusion of the hearing or submission of post-hearing briefs, unless the parties mutually agree to extend this time limit.

d. The arbitrator’s award shall be binding on the parties and implemented upon receipt, unless appealed and stayed. Either party may file exceptions to the arbitrator’s award

in accordance with 5 USC Chapter 71.

e. Any dispute over the application or interpretation of an arbitrator's award, including remanded awards shall be returned to the arbitrator for resolution.

f. Arbitration awards rendered at the activity level under the procedure for arbitration as set forth herein shall apply to and be implemented only at the subordinate AFMC activity at which the grievance arose and at which the arbitration hearing was held unless otherwise expressly agreed to by the Employer and the Union. Arbitration awards rendered at the Command level shall be applied Command-wide unless otherwise determined by the arbitrator.

Section 7: Witnesses

a. The Employer agrees that a reasonable number of relevant witnesses, to include the grievant, who are employees of the Employer and who are otherwise in a duty status, shall be excused from duty to provide testimony in arbitration hearings. A reasonable amount of duty time, if otherwise in a duty status, and subject to mission requirements, may be granted for a pre-hearing interview(s). Such employees shall not suffer loss of pay or charge to leave.

b. Unless agreed otherwise, the parties must exchange written witness list no later than 14 calendar days prior to the scheduled date of the hearing. If either party does not meet the 14 calendar day time frame, that party will be precluded from calling witnesses. Upon timely receipt of the Union's witness list, the Labor Relations Office will contact the witnesses' and the grievant's supervisor to secure release for the witnesses and the grievant to attend the hearing interviews and/or witness preparation.

c. Either side's representative may interview the other parties witnesses on the witness list provided the witness consents to be interviewed and is advised of the following:

- (1) The cooperation of the witness is completely voluntary
- (2) The witness is free to refuse to cooperate in the interview
- (3) The party seeking the interview will not take any act of reprisal against the witness if the witness decides not to be interviewed.

The contact to determine whether the witness consents to be interviewed shall be by telephone/email, except where the representative and the witness are assigned to the same work area.

Section 8: Expedited Arbitration at the Activity Level

a. The parties agree that individual employee grievances on matters listed below will be arbitrated using the expedited procedure unless the parties mutually agree to the regular arbitration procedure outlined in Section 1. Expedited arbitration procedures may not be

used for Union or Employer grievances. Group grievances may be included by mutual agreement. Awards rendered in this expedited procedure will have no precedential value. When a grievance case involves both expedited and regular arbitration issues, regular arbitration will be used to resolve all the issues framed in the grievance.

b. Grievances involving the following issues must be arbitrated under this procedure, unless otherwise mutually agreed:

- (1) Suspensions of 3 days or less
- (2) Decisions to reprimand
- (3) Oral admonishment
- (4) Entries on Supervisor's Employee Brief (commonly referred to as AF Form 971)
- (5) Matters regarding leave
- (6) AWOL
- (7) Overtime
- (8) Appraisals
- (9) Parking
- (10) Shift Assignment
- (11) Loans, Details, and Reassignments

c. Invoking Expedited Arbitration: If the Union wishes to invoke expedited arbitration, the Local Union President or designee, must present to the activity Labor Relations Office a written request for expedited arbitration within 10 calendar days of receipt of the Step II decision, or in the absence of a decision, the date a decision was due.

d. Date and Site of Expedited Arbitration: The parties will strive to have the hearing scheduled and held no later than 25 calendar days after the request for arbitration or upon notification of the availability from arbitrator, unless agreed otherwise. No more than one expedited hearing will be held each day unless the parties mutually agree. Any such agreement will be in writing. The arbitration hearing shall be held in facilities provided by the employer or the Union during normal working hours.

e. Witnesses and Conduct of Hearing: Either party may use up to five witnesses, in addition to the grievant, unless it is mutually agreed to use more. Witnesses list will be exchanged no later than 10 calendar days prior to the scheduled hearing unless mutually agreed otherwise. If either party does not meet the 10 calendar day time frame, that party will be precluded from calling witnesses. Upon timely receipt of the Union's witness list, the Labor Relations Office will contact the witnesses' and

the grievant's supervisors to secure release for the witness and the grievant to attend the hearing, interviews and/or witness/grievant preparation.

f. The order of the proceedings, subject to the provisions contained within this section, will be determined by the arbitrator. However, there will be no formal rules of evidence, hearing transcripts, post-hearing briefs or closing arguments submitted after the conclusion of the hearing. Pre-hearing briefs are permitted, but only to address grievability/arbitrability issues as described in Section 5.

g. Expedited Arbitration Panel: A permanent alphabetized panel of 7 arbitrators will be established at each activity to be used in a fixed rotation. The parties at each activity will exchange a list of 20 arbitrators. Names common to both lists will be placed on the permanent panel. If more than 7 names appear on both lists, alternate striking of names will be used to reduce the list (first strike is determined by chance). If insufficient common names appear, alternate striking of names will occur until the appropriate number is reached. First strike will be determined by chance. Once selected, the arbitrators will be provided a copy of this procedure and asked if they desire to participate. Once the panel of seven permanent arbitrators is established, either the union or management may unilaterally remove an arbitrator in a 12 month period. Arbitrators may be removed at any time by mutual consent. Arbitrators may also remove themselves from the panel. The party initiating a removal from the panel must simultaneously notify the other two parties. At any time the panel of arbitrators contains less than seven arbitrators, the parties will mutually agree to a date to exchange a list of at least seven names and use the above procedures to replenish the permanent panel. If mutually agreed upon the panel of arbitrators used for regular arbitrations may be used for expedited arbitrations.

h. Arbitration Fees: Arbitrators under this Section will be compensated at their scheduled rate or \$3000, whichever is less, plus all travel expenses to include, airfare, rental car, food, lodging, parking, mileage. The fee and expense of the arbitrator shall be borne equally by the Employer and the Union. If a cancellation fee is incurred, the party withdrawing, requesting a continuance or rescheduling shall be responsible for the full cost of such fee unless the withdrawal, continuance or rescheduling is by virtue of a written agreement of settlement.

i. Arbitrators awards under this Section will be rendered either:

- (1) from the bench at the close of the hearing, and confirmed in writing within 7 calendar days from the close of the hearing;
- (2) in writing within 10 calendar days after the close of the hearing; or
- (3) in a time frame mutually agreed upon by both parties.

Article 35: Dues Withholding

Section 1: Any eligible employee in either of the two units to which this Agreement applies, who is a member in good standing of the Union, may authorize an allotment of pay for the payment of his or her dues for such membership provided:

- (a) The employee has voluntarily completed a request for such allotment of his or her pay.
- (b) The employee regularly receives pay sufficient to cover the full amount of the allotment after all other legal and required deductions have been made.

For an employee who began dues withholding allotments before 11 Jan 1979:

Beginning the first full pay period following 1 September provided the SF 1188 is received by the Civilian Pay Section prior to 1 September.

For an employee who started dues withholding on or after 11 January 1979 but before 10 August 2020:

Beginning the first full pay period following the particular anniversary date (the anniversary date is the starting date of the first pay period for which dues were deducted from the employee's pay).

For an employee who started dues withholding on or after 10 August 2020:

WITHIN THE FIRST YEAR: Beginning the first full pay period following the particular anniversary date (the anniversary date is the starting date of the first pay period for which dues were deducted from the employee's pay).

AFTER THE FIRST YEAR: Any time after the first year, employee may request to stop paying dues.

Section 2: An allotment shall be terminated when:

- (a) This Agreement ceases to be applicable to the individual employee.
- (b) The employee is suspended or expelled from membership in the Union.
- (c) This Agreement is suspended or terminated by appropriate authority.
- (d) Upon loss of exclusive recognition by the Union.

Section 3: The effective date of the termination of a dues withholding allotment, which is not at the request of the employee, shall be the beginning of the first pay period following the date of the action which requires the termination of the allotment. The Union agrees to notify the appropriate NAFFMB within 5 workdays when a member who has authorized dues withholding is suspended or expelled from the organization.

Section 4: The effective date of the termination of a dues withholding allotment which is at the request of

the employee will be the beginning of the first pay period after 1 September each year for members who had dues withholding authorized prior to the first pay period which began after 1 September 1978. For all employees who submitted an SF-1187 for dues withholding after the first pay period which began on or after 1 September 1978, termination of dues withholding can only be effected on the first pay period which occurs on or after the anniversary_ date of the allotment. An allotment cancellation must be in the servicing NAFFMB office no later than 5 full workdays prior to the beginning of the pay period.

Section 5: The Employer agrees to maintain a supply of the authorized form for use in revoking an allotment (currently Standard Form 1188, Cancellation of Payroll Deductions for Labor Organization Dues} which will be available to employees upon request.

Section 6: Management at the local level will publish the following notice in January of each year: Notice to AFGE Unit Employees Concerning Union Dues Employees desiring to initiate an authorization for dues withholding may obtain an SF 1187 from any AFGE steward or official. The effective date will be the first full pay period after receipt of the SF 1187 by the Civilian Pay Section. Employees wishing to discontinue their dues withholding may obtain SF 1188s from the Civilian Pay Section or the Labor Relations Office. Discontinuance of dues withholding will be effective as follows: (1) For an employee who began dues withholding allotments before 11 January 1979: Beginning the first full pay period following 1 September provided the SF 1188 is received by the Civilian Pay Section prior to 1 September. (2) For an employee who started dues withholding on or after 11 January 1979 but before 10 August 2020: Beginning the first full pay period following the particular anniversary date (the anniversary date is the starting date of the first pay period for which dues were deducted from the employee's pay). (3) For an employee who started dues withholding on or after 10 August 2020, the Agency should process the request as soon as administratively feasible, if at least one year has passed since the employee initially authorized union-dues assignment from the employee's pay.

Section 7: The Union agrees that the amount to be withheld shall be the amount of the regular monthly dues, exclusive of initiation fees, assessments, back dues, fines, and similar charges and fees. Allotment deductions will be made by the appropriate NAFFMB each pay period in the amount shown on the SF-1187. If the amount of regular dues is changed by the Union, each NAFFMB office and the Labor Relations Officer will be furnished written notification, signed by the President of the local Union, that the membership has approved such change and the amount of new deductions to be withheld. The effective date of such change shall be the beginning of the first complete pay period after receipt of the change notice, unless a later date is specified by the Union. Only one change in the amount of Union dues will be made in any 12-month period.

Section 8: Each NAFFMB, acting for Employer, shall furnish to the Treasurer of the Union, at the end of each payroll cycle, the remittance for dues. The remittance will be accomplished by a statement giving the following information:

- (a) Identification of office and installation.
- (b) Identification of Local.
- (c) Names of members for whom deductions were made, and the amount of each deduction.
- (d) Names of members for whom deductions previously authorized were not made, with coding to show reason for non-deduction.
- (e) Total amount withheld on the payroll.

Article 36: Negotiations at Activity Level

The Union will designate an official(s) to represent it in mid-term bargaining matters when a bargaining obligation is generated by a proposed directive at Activity level, the following procedures will apply:

Section 1: The Human Resources Office will notify the designated Union official above of the intended changes in conditions of employment. A reasonable time period/date following the notification will be identified as the date management intends to implement. The union official designated above may request and be granted a meeting to discuss the change. In an effort to continue to develop a productive labor-management relationship which benefits employees and their Union and the Employer, it is the intent of this article to encourage negotiations between the parties.

Section 2: If the Union wishes to negotiate, in accordance with entitlements under federal regulations concerning proposed changes, the Union will submit written proposals to the Human Resources Office not later than 15 workdays after receipt of Employer's notification. The parties will determine a date on which negotiations will take place, the persons to be involved, the location, and the implementation procedures. Negotiations will normally begin within five workdays after receipt by the Human Resources Office of the timely Union proposals. If necessary, the identified implementation date may be postponed by the Employer to complete negotiations.

Section 3: When a bargaining obligation is generated by the Union over a condition of employment which has not been covered by the contract and was not the subject of a matter previously submitted, but withdrawn during negotiations, the following procedures will apply:

a. The Union will notify, in writing, the Human Resources Officer of the intended changes in conditions of employment. A reasonable time period/date following the notification will be identified as the implementation date. The Human Resources Officer or designee may request and be granted a meeting to discuss the change.

b. If management wishes to negotiate, in accordance with entitlements under federal regulations, concerning the union's proposed changes, management will submit written counter proposals to the union not later than 15 workdays after receipt of the union's written notification. Negotiations will normally begin within five workdays after receipt by the union of the timely proposals. If necessary, the identified implementation date may be postponed to complete negotiations.

c. There shall be no implied consent or constructive implementation on any union proposal.

d. The parties may mutually agree to delegate responsibility for negotiations to subordinate levels and Union officials.

e. Agreements reached under this Section will be promptly implemented by the Employer in the appropriate form such as regulation, letter, or operating instruction. Disputes over the application of the implementing directive will be subject to resolution under the Grievance Procedure.

Article 37: Negotiations at Command Level

Section 1: The Union will designate an official(s) to represent it in mid-term bargaining matters at Command level.

Section 2: When a bargaining obligation is generated by a proposed directive at Command level or a directive issued above Command level, the following procedures will apply:

- a. The Labor Relations Office will notify the designated Union official above of the intended changes in conditions of employment. A reasonable time period/date following the notification will be identified as the date management intends to implement. The union official designated above may request and be granted a meeting to discuss the change.
- b. If the Union wishes to negotiate, in accordance with entitlements under 5 USC Chapter 71, concerning proposed changes, the Union will submit written proposals to the Labor Relations Office not later than 15 workdays after receipt of Employer's notification. The parties will determine a date on which negotiations will take place, the persons to be involved, the location, and the implementation procedures. Negotiations will normally begin within five workdays after receipt by the Labor Relations Office of the timely Union proposals. If necessary, the identified implementation date may be postponed by the Employer to complete negotiations.

Section 3: When a bargaining obligation is generated by the union over a condition of employment which has not been covered by the contract and was not the subject of a matter previously submitted, but withdrawn, during negotiations, the following procedures will apply:

- a. The union will notify, in writing, the Labor Relations Officer of the intended changes in conditions of employment. A reasonable time period/date following the notification will be identified as the implementation date. The Labor Relations Officer or designee may request and be granted a meeting to discuss the change.
- b. If management wishes to negotiate, in accordance with entitlements under 5 USC Chapter 71, concerning the union's proposed changes, management will submit written counterproposals to the union not later than 15 workdays after receipt of the union's written notification. Negotiations will normally begin within five workdays after receipt by the union of the timely proposals. If necessary, the identified implementation date may be postponed to complete negotiations.

Section 4: There shall be no implied consent or constructive implementation of any union proposal.

Section 5: The parties may mutually agree to delegate responsibility for negotiations to subordinate activities and local Union officials.

Section 6: Agreements reached under this Section will be promptly implemented by the Employer in the appropriate form such as regulation, letter, or operating instruction. Unless stated otherwise, Memorandums of Agreement negotiated at Command level shall take precedence over agreements negotiated at the activity level. Disputes over the application of the implementing directive will be subject to resolution under Article

33 (Grievance Procedure).

Article 38: Disputes and Impasses in Midterm Negotiations

In the event the negotiating parties at any level cannot reach agreement, the following procedures will be applied if either party wishes to pursue final resolution.

a. If the dispute involves statutory or regulatory negotiability issues, they will be processed as prescribed in federal regulations.

b. Either party may seek the assistance of the FMCS or the FSIP in accordance with the rules and regulations of those agencies.

Article 39: Duration

Section 1: Duration

The MLA shall remain in effect for 36 months from the date of execution by the parties.

Section 2: Renewal

This Agreement shall be automatically renewed for equivalent three-year periods, subject to applicable law and regulation, unless either party gives written notice to the other party of its intention to change this Agreement. Such notice must be given and received not more than 120 nor less than 90 calendar days prior to the expiration date of this Agreement.

Section 3: Ground Rules for New Agreement

- a. Ground rules negotiations shall commence no later than 30 calendar days after receipt of the request to bargain provided for in Section 2 by the parties exchanging their ground rules negotiation proposals.
- b. If re-negotiations fail to achieve a settlement by the expiration date, provisions of the Agreement consistent with applicable law and this Article remain in full force and effect until a new agreement becomes effective.

Article 40: Disciplinary Actions

Section 1: Disciplinary Actions Include:

Disciplinary actions are personal matters and are administered in private. Disciplinary actions include:

Oral Admonishment (All employment categories: Regular & Flex)

Reprimand (All employment categories: Regular & Flex)

Termination (Employment category: Flex)

Suspension (Employment category: Regular)

Demotion (Employment category: Regular)

Removal (Employment category: Regular)

When the discipline to be taken is a suspension, removal, or demotion, there will be a letter of proposed action provided to the employee by their management official. The employee has a right to respond to the memorandum letter of proposed action, in writing, and may submit a reply within the timelines in the notice of proposed action.

Section 2: Records of Disciplinary Actions

a. Records of disciplinary action will be maintained as described below. The record retention period begins on the effective date of the action.

b. Oral Admonishment (All employment categories): On the date of the Oral Admonishment, an annotation will be made on the AF Form 971, Supervisor's Employee Brief which includes the words "Oral Admonishment," the effective date, and a notation that the employee has been advised of the Oral Admonishment. The employee shall acknowledge his/her awareness of the entry by dating and signing the Supervisor's Employee Brief. The employee's initials do not indicate agreement with the entry content, but awareness of the entry.

c. Memorandum of Reprimand (All employment categories): Prior to management issuing a memorandum of Reprimand, the supervisor will meet with the employee, explain to the employee that they are considering a memorandum of Reprimand due to the employee's misconduct; explain to the employee the specific nature of misconduct, including date, time, and place, and provides the employee an opportunity to explain their actions. After meeting with the employee, the supervisor may decide to take no action, Orally Admonish the employee, or issue the memorandum of Reprimand. The supervisor makes a memo for record of what is said during the meeting. The supervisor makes a notation of the Memorandum of Reprimand, on the employee's AF Form 971, *Supervisor's Employee Brief*, files a copy with the employee's AF Form 971, *Supervisor's Employee Brief* and provides a copy to the NAF-HR for filing in the employee's Official Personnel File (OPF). The employee shall acknowledge their awareness of the entry by dating and signing the Supervisor's Employee Brief. The employee's initials do not indicate agreement with the entry content, but awareness of the entry.

d. Suspension (Employment category: Regular): The supervisor gives the original copy of the Notice of Decision to the employee, makes a notation of the suspension on the employee's AF Form 971, *Supervisor's Employee Brief*, files a copy of the memorandum with the employee's AF Form 971 *Supervisor's Employee Brief*, and provides a copy of the memorandum to the NAF-HRO for filing in the employee's OPF. The notation is deleted, and the copies of the memorandum destroyed two years after the date the suspension ends. The supervisor will record on the employee's time and attendance card the date and hour the suspension begins and the date and hour it ends. The employee shall acknowledge his/her awareness of the

entry by dating and signing the *Supervisor's Employee Brief*. The employee's initials do not indicate agreement with the entry content, but awareness of the entry.


Article 41: Local Supplement Agreements


Section 1: Provisions of local collective bargaining agreements in effect at the effective date of this Agreement that conflict with language contained within this MLA are null and void on the effective date of this Agreement. Should the subordinate AFMC activity seek to negotiate an Local Supplement Agreement (LSA) to replace language nullified within their prior CBA, the parties will utilize the timeframe under Section B of this article to enter local negotiations.

Section 2: Each activity local supplement must, upon date of execution, be forwarded to the respective headquarters of the Employer and Council 214 for review and approval within 30 calendar days. Local supplements shall become effective upon date of approval by the Employer and Council 214 and shall remain in effect for the duration of this Agreement, and will automatically continue in effect until renewed or renegotiated. Either party is authorized to disapprove a local supplement on the basis that such supplement is not in conformance with this Article. Disputes over the appropriateness of such disapprovals may be processed through the Negotiated Grievance Procedure. Such disputes shall be entered at the last step of that procedure at the activity level. Any required arbitration between the approving parties shall be held at the activity level, unless otherwise agreed.


SIGNATORIES

This Master Labor Agreement between the Air Force Materiel Command (AFMC) and the American Federation of Government Employees (AFGE) AFL-CIO, Council 214, is hereby signed on 21 August 2024.

JACKSON.BRYA  Digitally signed by JACKSON.BRYAN.E.125926668


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BRYAN JACKSON
AFMC/A1KL
Air Force Materiel Command

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TROY E. TINGEY
President, AFGE Council 214
American Federation of Government
Employees, AFL-CIO

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CANDY LOHNER
AFMC/A1KL
Air Force Materiel Command

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
TUJA STUAD
AFGE Council 214
American Federation of Government
Employees, AFL-CIO

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COLLETTE MYERS
AFMC/A1KL
Air Force Materiel Command

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NEIL WILLIAMS
AFGE Council 214
American Federation of Government
Employees, AFL-CIO

HETZEL.CURTI  Digitally signed by HETZEL.CURTIS.A.1383297202

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CURTIS HETZEL
AFMC/A1KL
Air Force Materiel Command

Submitted to DoD for review on 3 June 2024.

Approved by the Department of Defense on 10 September 2024.

The contract execution date and effective date is 1 October 2024.