

*NONAPPROPRIATED FUND
(NAF)
AGREEMENT BETWEEN*

MAXWELL AIR FORCE BASE,
MAXWELL AFB - GUNTER ANNEX

AND

AMERICAN FEDERATION
OF
GOVERNMENT EMPLOYEES
LOCAL 997

This includes all amendments as of 1 July 93.

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INTERDEPARTMENTAL LOCAL NO. 997
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
AFL-CIO

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INTRODUCTION

This is an Agreement between the Installation Commander, Maxwell Air Force Base/Gunter Annex, Alabama, and the American Federation of Government Employees Interdepartmental Local 997, under the authority of Public Law 95-454.

PREAMBLE

This agreement is made and entered into by and between Maxwell Air Force Base/Gunter Annex, Alabama, hereinafter referred to as the Employer; and the American Federation of Government Employees Interdepartmental Local 997, hereinafter referred to as the Union.

ARTICLE I

RECOGNITION AND UNIT DESIGNATION:

SECTION 1 - The Employer recognizes the Union as the exclusive bargaining representative of all employees in the Unit defined in Section 2 of this Article.

SECTION 2 -The Unit to which this agreement is applicable is composed of all Nonappropriated Fund (NAF) employees at Maxwell AFB-Gunter Annex Alabama. Excluded from the bargaining unit are management officials, professional employees, employees engaged in Federal Personnel work in other than a purely clerical capacity, all employees of the Army-Air Force Motion Picture Service and the Army-Air Force Exchange Service, temporary employees with appointments not to exceed ninety (90) days when there is no expectation of continued employment, and supervisors as defined in Public Law 95-454.

ARTICLE II

PUBLIC PURPOSE SERVED BY THIS AGREEMENT:

SECTION 1 - The Employer and the Union recognize: the statutory protection of the right of employees to organize and to express their views collectively, or to refrain from such activity; the participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of AF business; the efficient accomplishment of the operations of AF and the well being of its employees require that orderly and constructive relationships be maintained between the Union and Management Officials; and that effective employee-management cooperation in the public service requires a clear statement of the respective rights and obligations of the Union and the Employer.

SECTION 2 - The Employer and the Union agree; that the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance; and that they will, in good faith engage in collective bargaining in accordance with the requirements of the Civil Service Reform Act of 1978.

ARTICLE III

RIGHTS AND OBLIGATION:

SECTION 1 - Mutual Rights and Obligations.

a. In the administration of all matters covered by this Agreement, officials and employees are governed by existing and future laws and regulations of appropriate authorities, including applicable policies set forth by the Office of Personnel Management and by published regulations and policies of the Department of the Air Force in existence at the time the Agreement is approved which are appropriate in accordance with Public Law 94-454. The requirements of this Section apply to all supplemental, implementing subsidiary, or informal Agreements between the Employer and the Union.

b. The Employer and the Union recognize the requirement for uninterrupted, orderly, economical, and efficient accomplishment of the Employer's mission and agree that this will be the major consideration in this Agreement.

c. The Employer and the Union, through appropriate officials and representatives, shall meet monthly on the third Monday of each month at 1:30 P.M. to confer with respect to personnel policies and practices and other matters relating to working conditions within the Employer's administrative discretion. This does not preclude the parties from mutually agreeing to special meetings at any time which will be arranged for at the convenience of both parties as soon as possible after the desire is indicated. Any specific item for discussion which requires research shall be provided in writing by either party at least three (3) working days in advance of the meeting.

d. The Employer and the Union agree to cooperate in assuring that all members of the bargaining unit are apprised of their rights and obligations under this Agreement. Notices will be periodically published in the NAF Newsletter informing the employees of this.

e. The Employer and the Union recognize this Agreement as the basis for Labor-Management relations and that each has the responsibility to consult with the other prior to implementation of major changes in accepted practices, policies, or procedures that would affect members of the Unit and to negotiate the impact on bargaining unit employees.

f. The Employer and the Union agree that all provisions of the Agreement and of applicable laws, Executive Orders, and regulations shall be applied fairly and equitably to all employees in the Unit.

g. The Employer will publish adequate copies of this agreement and distribute copies to each bargaining unit employee.

h. The Employer and the Union agree to fulfill their respective obligations as outlined in Public Law 95-545.

SECTION 2 - Management Rights and Obligations.

a. Management officials retain the right in accordance with applicable laws to determine the mission, budget, organization, numbers of employees, and internal security practices; and to hire, assign, direct, lay off and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees; to assign work; to make determinations with respect to contracting out, and to determine the personnel by which operations shall be conducted; with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or from any appropriate source, and to take whatever actions may be necessary to carry out the agency mission during emergencies. The Employer agrees that the Union retains the right to negotiate conditions of employment except policies, practices and matters relating to prohibited political activities, the classification of any position or any matter specifically provided for by Federal Statute. Management retains the right to implement changes in conditions of employment if written counter proposals are not received within a reasonable amount of time after the Union is notified and in receipt of notification.

b. The Employer agrees that the Union may provide training for stewards and officers in the administration of this agreement and matters of mutual concern. The Union agrees to prepare an outline of such training to the extent practical and present it to the employer two (2) weeks in advance of the beginning of training, together with a list of nominees for which training is desired. Employer agrees that official time, not to exceed 136 hours per year, for the training of officers and stewards may be allowed. Delegates elected to train officers and stewards may receive more than 16 hours duty time. When duty time per individual exceeds sixteen (16) hours within a year satisfactory justification will be furnished with the request for training.

c. The Employer recognizes the right of employees to consult with stewards or Union officials on questions concerning personnel policies, regulations, and other matters pertaining to employment on official time. If the exercise of this right necessitates stoppage of work the immediate supervisor will be contacted for approval. Contacts with stewards concerning grievances will be cleared through supervisors concerned.

d. The Employer will annually furnish the Union a list of names, position titles, grades, and duty stations of all NAF unit employees on the rolls. Subsequent to the first submission, the list will be furnished by 15 January of each year.

e. Within the first five workdays of each month, the Union will be given a list of all accessions, transfers, promotions, and separations. The list will include names, position titles, grade and duty station.

f. The Union may be represented on committees, boards, and panels, which affect working conditions of unit employees. The Union will be informed of such groups and given an opportunity to designate a representative.

SECTION 3 - Union Rights and Obligations.

a. The Union, as the exclusive representative of employees in the Unit, is obligated to represent, act for, and to negotiate Agreements concerning all employees in the Unit.

b. The Union agrees to represent the interests of all employees in the Unit without discrimination or regard to labor organization membership.

c. The Union will be given the opportunity to be represented at any formal discussions between Management and one or more employees or employee representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the Unit.

d. The Union has the right and responsibility to present its views to the Employer on matters of concern, either orally or in writing, and to have them considered in good faith before management arrives at a decision in developing a change to conditions of employment; and to negotiate prior to the implementation of personnel policies, practices, procedures, or other matters affecting working conditions of members of the Unit which are within the jurisdiction of the Employer.

e. The Union has the right to be kept informed by Management of special missions and programs or emergency actions which impact conditions of employment and to negotiate appropriate matters within jurisdiction of the Employer.

f. The Union may have an observer at any formal grievance appeal or EEO complaint hearing. Attendance at a hearing is limited to persons determined by the Complaints Examiner to have a direct connection with the complaint. If the employee filing an appeal objects to the presence of the observer, the examiner may exclude the observer from the hearing. An observer at any appeals hearing may not participate in any way unless authorized by the examiner.

g. The Exclusive Union, AFGE Local 997, must be given the opportunity to be represented at any examination of an employee in the bargaining unit by a management representative in connection with an investigation if:

(1) The employee reasonably believes that the examination may result in disciplinary action against the employee.

(2) The employee requests representation.

ARTICLE IV

EMPLOYEE RIGHTS:

SECTION 1 - Each employee of the unit has the right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization or to refrain from any such activity, and each employee shall be protected in the exercise of this right.

SECTION 2 - An employee will be unimpeded and free from restraint, coercion and reprisal in exercising rights under the agreement.

SECTION 3 - Each employee has the right, regardless of whether a member of a labor organization, to bring matters of personal concern to the attention of appropriate management or union representatives under applicable laws, rules, regulation, established agency policy, or this agreement.

SECTION 4 - Nothing in this agreement shall require an employee to become or to remain a member of labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for payment of dues through payroll deductions.

SECTION 5 - Reasonable time during working hours will be allowed for employees to discuss, prepare for and present grievances, including attendance at meetings with management officials. If an employee so desires, they will be allowed to confer with the union during duty hours for the purpose of obtaining assistance in connection with the grievances, appeals, or complaints. The initial discussion will be with the steward assigned to the employee's work area unless there are compelling reasons for deviation such as belief of prejudice or in the absence of the steward. In such cases, the initial discussion will be with the chief steward or other union official in the same work area. The initial discussion on a complaint or grievance will

not require a trip to the union office. An employee desiring to confer with the union or a steward will obtain approval from their immediate supervisor prior to meeting with the union or the steward. Supervisory permission in these instances will be granted promptly in the absence of compelling circumstances. If permission is denied, the supervisor will inform the employee of the reason for the denial and of when the employee can be released for this purpose. Employees are encouraged to use reasonable judgment in timing the request for such release. It is understood that the time allowed for this purpose shall be limited to that reasonably required.

ARTICLE V

UNION REPRESENTATION

Section 1 - The Employer agrees to recognize the elected officers, stewards, and designated representatives of the Union. Stewards shall be selected by the Union and shall be of reasonable number to assure one for each nonappropriated fund, not to exceed a total of 15. For the purpose of the agreement, a nonappropriated fund is a separate financial instrumentality (NAFI). The Union shall supply the Employer, in writing and on a current basis, a list of officers, stewards, and representatives.

Section 2 - The Employer agrees that local and national officers of the American Federation of Government Employees shall be allowed on the bases on official business, upon presentation of request and credentials to the Labor Relations Officers. Specific work areas will not be entered without permission of the official in charge of the area. When an interview with an employee is requested, permission will be granted if the employee can reasonably be released at that time. If the employee cannot be immediately released, a mutually agreeable time for release will be set by the official in charge and the Union representative.

Section 3 - The primary responsibility of a steward is their assigned duty as a Government employee. As an official of the Union, the steward has accepted the Union authority and responsibility for consultation with Management officials on policy matters affecting working conditions of employees within the unit. The Employer agrees that Union officers and stewards, excluding those on leave without pay, shall be on official time when action on behalf of the Union during duty hours or when representing employees in the unit in grievance procedures.

Section 4 - Stewards, where appropriate, will be authorized to be absent from duty stations. The steward will notify their immediate supervisor of the nature and estimated duration of a meeting where their presence is required. If workload conditions permit, the immediate supervisor will release the steward/employee from their duty station and advise them of condition of the release. If immediate release is not possible, the supervisor will arrange with the steward/employee for the earliest mutually agreed upon time. If time is required for research and preparation of Employer requested consultations, duty time will be used on the approval of the appropriate official.

Section 5 - There shall be no restraint, interference, coercion or discrimination against the Union representative because of the performance of their duties.

ARTICLE VI

SAFETY AND HEALTH:

Section 1 - In accordance with the AF Occupational Safety and Health Program, the Employer will make every reasonable effort to provide and maintain safe, sanitary working conditions and industrial health protection including adequate lighting, ventilation, heating, air conditioning, and work spaces for members in the unit. The Employer and the Union will encourage employees to work in a safe manner and to promptly report to their supervisors any unsafe practice or condition observed. Each employee has the primary responsibility for their own safety and an obligation to know and observe safety rules and practices for the protection of themselves and others.

Section 2 - No employee will be required to perform work without the protective equipment and safety devices required by safety manuals and directives, and the Ground Safety Officer. Changes in or substitution of authorized protective equipment will be coordinated with the Safety Division. Supervisors will require employees to use personal protective equipment and safety devices provided by the Employer.

Section 3 - Any written Operation Instructions or Standing Operating Procedures concerning safety practices or procedures will be posted on appropriate bulletin boards or maintained in files which are readily available to employees who need to know or use the Instructions or Procedures. Employees will be apprised of the Instructions prior to filing or posting. Appropriate bulletin boards are those boards normally reviewed by employees who need to know or use the Instructions or Procedures. The Union and the Employer will encourage employees to acquaint themselves with Safety Instructions and Procedures pertinent to their jobs.

Section 4 - Emergency transportation and first aid for employees injured on base shall be provided as necessary by the Employer.

Section 5 - When an employee becomes ill during duty hours and requests sick leave, the supervisor or the one acting for them will make arrangements for the employee's transportation to their home, a doctor's office, or a hospital, unless the employee wishes to arrange for their own transportation. Any monetary expense incurred in the transportation will be borne by the employee.

Section 6 - The Human Resources Officer will periodically have published information concerning location of the regulations governing administration of the Longshoreman's and Harbor Workers Compensation Act and the procedures for reporting injuries.

Section 7 - All employees shall adhere to sanitary regulations and such personal hygiene habits and cleanliness as may be prescribed by the Employer.

ARTICLE VII

FACILITIES AND SERVICES:

SECTION 1 - The Employer agrees to furnish a suitable meeting place for use by the Union upon written request. The Union will provide a reasonable notice for requirements, including anticipated attendance and desired day of the week. The Employer will make every effort to provide space on the desired day. When Union elections are required, Management will provide a designated meeting place in sufficient time to meet Union membership notification requirements. The Union agrees to be responsible for cleanliness and order of the room after each use.

SECTION 2 - The Employer agrees to provide adequate bulletin board space approximately twelve (12) square feet in each separate building where ten (10) or more unit employees are assigned. The Union is responsible for insuring that material posted does not violate law, this agreement, the security of the United States, regulatory directives or contain libelous material.

SECTION 3 - The Employer agrees to make every effort to provide and maintain parking facilities that will enable each employee to park their car near their assigned duty station. Reserved and zoned parking will be kept to a minimum and approved by the Base Commander. Special consideration will be given to handicapped persons. Both Management and the Union will encourage carpools and ride-sharing to reduce vehicle traffic on the bases.

SECTION 4 - To the extent that space and funds are available, the Employer will make every effort to provide a space with table and chairs for lunch for those employees whose lunch periods are outside the regular duty hours, and to provide and maintain sanitary washroom facilities as near work sites as economically possible. To the extent that space and funds are available, the Employer will make every effort to provide locker facilities for employees whose duty assignment involves use of other than street clothes.

SECTION 5 - The supervisor, considering available space will make every reasonable effort to provide, upon request, a reasonably private area for employees to discuss grievances with a Union Steward. This may not be the same space every time.

SECTION 6 - Stewards will be provided access to nonpay telephones for local calls when conducting appropriate business in the administration of this agreement. Telephones made available for this purpose will provide reasonable privacy.

SECTION 7 - Periodically Management will publish in the NAF Newsletter information concerning availability of eating facilities to include changes in services.

ARTICLE VIII

EQUAL EMPLOYMENT OPPORTUNITY:

SECTION 1 - The Employer and the Union agree to cooperate in providing equal opportunity in employment for all persons; to prohibit discrimination because of age, race, color, religion, sex or national origin; and to promote the full realization of equal employment opportunity through a continuing affirmative action program.

SECTION 2 - The Employer and the Union will conduct a continuing campaign to eradicate every form of prejudice or discrimination based upon age, race, color, religion, sex or national origin from the Employer's personnel policies and practices and working conditions.

ARTICLE IX

PROMOTIONS:

SECTION 1 - This article applies to all regular category positions. The purpose of this article is to insure a systematic means of selection for promotion according to merit without regard to race, color, religion, sex, national origin, politics, marital status, physical handicap, age, personal favoritism, or membership or nonmembership in an employee organization. This article does not guarantee promotion, but rather is intended to assure that all qualified employees receive fair and equitable promotional opportunity when positions are filled. Management has the right, in accordance with applicable laws, with respect to filling positions to make selection for appointment from among properly ranked and certified candidates for promotion or any other appropriate sources.

SECTION 2 - The following principles form the basis for the NAF Merit Promotion Plan:

a. Placement into a position of promotion or known promotion potential is based upon open competition among eligible employees. Promotion placement without competition is authorized after consideration of merit promotion principles. These principles are limited to:

- (1) Actions resulting from job growth.
- (2) Special factors related to employees status or rights.
- (3) Temporary actions taken to meet an immediate short term need.

b. Employees who meet qualification standards will be considered for promotions.

c. Either AF or locally established qualification standards will be used.

d. Maxwell/Gunter AFB is the area of consideration within which employees compete for promotion.

SECTION 3 - The Employer agrees that promotion selection will be based on merit factors from among the best qualified applicants. The promoted employee will be released to the gaining NAFI not later than the beginning of the second pay period subsequent to the selection date.

SECTION 4 - Placement action will be competitive except:

- a. When an employee is assigned to a position of the same grade, the same pay schedule, and the position is not one of a known promotion potential.
- b. When an employee is changed to a position of lower grade in the same pay schedule, and the position is not one of known promotion potential.
- c. When an employee is assigned to a position at the same or lower representative pay rate under a different pay schedule, and the employee's pay is set at the same rate of pay, the position cannot be one of known promotion potential.
- d. When an employee is detailed to a position with no known promotion potential and the position is at the same grade which the employee currently holds.
- e. When an employee is detailed to any position for a period of less than ninety (90) days.
- f. When an employee is promoted as a result of correction of a classification error or the application of revised classification standards.
- g. When an employee is promoted as a result of his/her position being reconstituted at a higher grade because of the accretion of additional duties and responsibilities.
- h. When the full competitive process has been applied earlier, and employee is eligible for noncompetitive promotion to the grade representative of the full performance level of the position.
- i. When an action is taken as a result of a reduction-in-force (RIF) and the employee is assigned to a position under a different pay schedule resulting in an increase in pay.

SECTION 5 - When employees are qualified for promotion, their assignment to higher grade positions by temporary promotion is authorized for periods in excess of ninety (90) calendar days but not more than one hundred eighty (180) calendar days.

SECTION 6 - An employee selected for a temporary promotion must be informed of the nature of the promotion and related conditions, including the contemplated return to the former position or to a position at the same grade as the former position. If serving with salary retention, the employees must be informed as to how the pay change will be affected when the temporary promotion is terminated. A declination does not affect an employee's eligibility or consideration for promotion to other positions for which qualified.

SECTION 7 -

- a. The Employer agrees to announce all regular vacancies to be filled. Each announcement will remain open seven (7) calendar days and will be posted on a appropriate bulletin board before applicants are rated and a promotion register established. Only those employees who file AF Form 2550, NAF Application for Promotion or Other Position Change, will be considered.

b. An employee seeking voluntary reassignment within their category must complete AF Form 2550, MAF Application For Promotion or other Position Change. Employees may submit AF Form 2550 to the HRO at anytime. A separate AF Form 2550 will be submitted for each position title.

c. The promotion certificate will list all qualified Merit Promotion candidates in alphabetical order. All candidates will be certified and each will be interviewed unless the supervisor has previously interviewed the candidate for a like position during the previous six months.

(1) Such employees will be notified they will not be interviewed on the AF Form 2550 with a statement indicating they were previously interviewed and the date the interview occurred.

(2) Employees may request and be granted an interview notwithstanding (1) above.

SECTION 8 - All vacancy announcements will be posted not later than the opening date where the employees will have full access to them.

SECTION 9 - Upon promotion pay banded employees will be granted an 8% minimum pay increase.

ARTICLE X

TRAINING:

SECTION 1 - The Employer and the Union agrees that training and development of employees within the Unit is a continuing process and is one of the fundamental areas of importance in good personnel management.

SECTION 2 - In recognition of the mutual advantage to the Employer and the employee, the Employer agrees to identify areas for training for skills to meet future needs.

SECTION 3 - Job training required by the Employer, as distinguished from training for which the employee voluntarily applies, shall be accomplished on the Employer's time.

ARTICLE XI

BUSINESS BASED ACTIONS:

Section 1 - DEFINITION. A business based action (BBA) is a reduction in employment category or pay rate, a change to lower grade or pay band, a furlough of eight calendar days or more, or a separation action initiated by management for non-disciplinary reasons. A BBA is used to adjust resources in response to reorganization, realignment of workload, elimination of duties or responsibilities from a position, lack of funds, or from a need to be competitive with pay in the local labor market. It is not used to address a performance or conduct deficiency. Employees are affected by BBAs only if so identified after an objective, fair and equitable ranking against other employees in the same employment category, occupational series, grade or pay band, and in the same MAF activity (e.g., Officers' Club, Bowling Center, NAFFMB, etc.).

Section 2 - COVERAGE. The following provisions cover both regular and flexible employees. However, flexible employees are not covered if they are furloughed, nor do they have a right to Step 3 of the appeal process, i.e., appeal above the base level. Additionally, regular employees currently serving a probationary period as a result of initial appointment to Air Force NAF employment, and flexible employees who have been on the rolls of the NAF activity by a BBA prior to any other regular employee or any flexible employee who has been on the rolls of the NAF activity effecting the BBA for at least three consecutive years.

Section 3 - COORDINATION. The Human Resources Office (HRO) must have an active role in the BBA process. All proposed BBAs must be reviewed by the HRO prior to finalization. The HRO determines the order in which employees will be affected by the proposed BBA. All notice letters of BBA will be reviewed by the HRO, and the HRO is encouraged to coordinate the BBA letters with the base legal office prior to issuance.

Section 4 - TYPES OF BUSINESS BASED ACTIONS. The following actions will be considered business based actions;

- a. Reduction in Pay Rate.
- b. Furlough. An action to furlough a regular employee (flexible employees are excluded) for eight calendar days or more (a temporary layoff or definite or indefinite period of time). Regular employees are prohibited from taking annual leave while in furlough status.
- c. Change in Employment Category from Regular to Flexible.
- d. Change to Lower Grade or Pay Band.
- e. Separation.

Section 5 - Factors to Consider Before Resorting To BBA. Careful planning is necessary to lessen adverse effects, prepare employees, and to avoid administrative and morale problems. It is important to consider whether the cause of the reduction or realignment is a temporary or permanent situation, along with each of the various actions that may be taken. For example, a change in employment category, a reduction in pay rate, or a furlough may be more appropriate than separation. In all BBAs, flexible employees with less than 3 continuous years on the rolls of the NAF activity effecting the BBA, and regular employees who are currently serving a probationary period as a result of initial appointment to Air Force NAF employment in the NAF activity effecting the BBA, and who are, in both cases, in the same occupational series, and the same grade or pay band, will be affected by the BBA a flexible employment category, management must determine whether or not the benefit derived from the action can be accomplished by first reducing the flexible employee workforce.

Section 6- BUSINESS BASED ACTION PROCEDURES

a. Determining Affected Employees:

(1) Covered employees must be ranked to determine the order in which they will be affected (unless all employees will be equally affected -- separation due to base closure, for example). The ranking process must take into account both performance and seniority. Performance is the primary criterion. Supervisors will complete NAF Performance Evaluation, AF Form 3527, Jun 91 (TEST) (REVISED) on all affected employees, and forward the evaluation to the HRO who will perform the ranking process. In addition to this evaluation, the performance factor must also include at least the employee's last two performance evaluations. If there is only one evaluation of file for the employee, then it must be used with the new AF Form 3527. If there is no evaluation on file for the employee, then the new AF Form 3527 must be used alone.

(2) Employees will be separated into four separate categories as listed in paragraph 2a - 2d below. The score on the Work Behavior Elements on the AF Form 3527 will determine the order in which employees are ranked within these categories. To effect the BBA, employees in Category 1 with the lowest score will be affected first, the next lowest 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, after which Category 3 employees will be affected. The last employees to be affected will be Category 4 employees. If two or more employees have the same score, the service computation date for seniority (SCD-RIF) for regulars or the length of service for flexibles will be used to determine the ranking.

a. Category 1 - Flexible employees who have been on the rolls of the NAF activity effecting the BBA for less than 3 continuous years.

b. Category 2 - Regular employees who are currently serving a probationary period as a result of initial appointment to Air Force NAF employment.

c. Category 3 - Flexible employees who have been on the rolls of the NAF activity effecting the BBA for 3 continuous years.

d. Category 4 - Regular employees who have completed their probationary period.

(3) The ranking of each covered employee, the process used to determine the ranking, and a copy of each notice given to each employee shall be maintained in the HRO, in a separate BBA file apart from any employee's OPF. Subject to the provisions of the Privacy Act of 1974, the BBA file shall be made available for review upon request only by an affected employee, or by those whose official duties require such access.

b. ADVANCE NOTICE. Management must give an employee affected by a BBA advance notice of the effective date. The length of the advance notice varies, depending on the status of the employee and other factors.

(1) REGULAR EMPLOYEES. The minimum advance notice period for regular employees is 7 calendar dates for a non-separation action, and 30 calendar days for separation.

(2) FLEXIBLE EMPLOYEES. The minimum advance notice period for flexible employees is 24 hours for a non-separation action, and 7 calendar days for separation.

(3) EMPLOYEES IN CAREER PROGRAM POSITIONS. If the BBA is to separate an incumbent of a NAF Career Program position, the employee must be provided advance notice of at least 60 days. The installation commander must review the proposed action, prior to notifying the employee. After review by the commander, a copy of the action will be forwarded to the appropriate MAJCOM/MWXH, and the NAF Career Program. MAJCOMs will provide placement assistance in coordination with the Career Program. If the employee is not placed in a new position prior to the end of the 60-day notice period, the employee will be separated.

(4) BASE CLOSURE ACTIONS. Base closure actions involving incumbents of the NAF Career Program positions will be treated as BBAs. Advance notice of at least 60 days must be provided. The installation commander must review the proposed action prior to notifying the employee. After review by the commander, a copy of the action will be forwarded to the appropriate MAJCOM/MWXH, and the NAF Career Program. MAJCOMs will provide placement assistance in coordination with the Career Program. If the employee is not placed in a new position prior to the end of the 60-day notice period, the employee will be separated.

(5) EMERGENCY CONDITIONS. Under emergency conditions (e.g., breakdown of equipment or other emergency conditions requiring suspension of operations, or an unanticipated reduction in business such as occurs with a sudden deployment of troops), a minimum of 24 hours notice may be given to any employee for other than separation actions.

c. NOTICE LETTER. The notice to an affected employee will be in writing and, whenever possible, hand delivered. The notice letter is prepared by the supervisor, and signed after it has been coordinated with the HRO, and shall contain at a minimum:

(1) The employee's position title, occupational series, grade or pay band, and rate of pay.

(2) A description of the action being taken, and the reason for it (be specific).

(3) The effective date, which must comply with the applicable advance notice period prescribed in para 6b above.

(4) Advice on severance pay entitlement, if applicable. (See para 8 below.)

(5) Advice on loss of benefits (insurance, retirement, annual or sick leave, etc.), if applicable.

(6) If the action is separation:

(a) A statement that the action is non-disciplinary and does not preclude re-employment.

(b) Information on the reemployment priority list. (See para 7 below).

(c) Information on eligibility for Civil Service positions for one year from the date of separation under the terms of the DOD/OPM Interchange Agreement.

(d) Information on unemployment compensation.

(7) An explanation of the employee's right to appeal, including how and where to appeal, and the time limits on making such appeal. (See Section I, Appeals and Grievances.)

(8) The name, location, and phone number of the person in the HRO designated to provide assistance.

Section 7 - REEMPLOYMENT PRIORITY LISTS.

a. Each HRO servicing a NAF activity that separates an employee by BBA shall establish a Reemployment Priority List (RPL) to provide placement assistance to those separated by BBA. Separated employees shall have priority placement rights in the NAF activity from which separated (e.g., Officer's Club, Bowling Center, NAFFMB), and priority consideration rights at other DOD NAF activities in the commuting area (100 mile radius). They shall immediately be placed on the RPL and remain on the RPL until reemployed, or until one year after the date of separation, whichever occurs first.

b. NAF employees who were separated by BBA during the period 23 December 1991 through the date of this change shall be placed on the RPL and shall remain on the RPL until reemployed or until one year after the date they are added to the RPL, whichever occurs first.

c. A person on the RPL shall be offered employment in a vacant position in the NAF activity from which he or she was separated; and offered priority consideration for vacant NAF positions in other DOD NAF activities in the commuting area (100 mile radius) of the NAF activity from which separated if:

(1) Management is filling a vacancy by other than detail.

(2) The vacancy is in the same or lower category as the position from which the employee was separated;

(3) The vacancy is in the same or lower grade or pay band as the position from which the employee was separated; and

(4) The vacancy has substantially the same duties as the position from which the employee was separated.

d. Rehiring an individual on the RPL is a noncompetitive recruitment action. Therefore, such individuals shall be rehired before those who receive preference in the competitive recruitment process (e.g., military spouse preference, transition hiring preference, etc.)

e. An individual's name is removed from the RPL when he or she accepts an equivalent position (i.e., the same or higher employment category, the same or higher rate of basic pay, and the same or higher grade or pay band) to the position from which separated. Declination of an offer of an equivalent position will also result in removal from the RPL.

f. If the first person on the RPL declines or is otherwise removed from the RPL, the next eligible person on the RPL will be offered the position, and so on until the RPL is exhausted.

g. To effect the above requirements, during the first week of each month, HROs will provide a copy of their RPL to all DOD NAF Personnel offices which service any DOD NAF activity within the commuting area.

h. For Base closures, a final RPL will be posted and issued just prior to final closure of the base. The RPL will be identified as the final RPL to be issued from your office.

i. RPLs will contain at a minimum, identification of the servicing HRO or NAF Personnel Office; the employee's name and SSAN; the employment category, pay plan, series, grade and position title of the position from which separated by BBA; the employee's rate of basic pay at the time of separation; the date the employee was placed on the RPL (the date of the separation); and the employee's address and telephone number at the time of separation.

j. RPLs forwarded to other Air Force HROs within the commuting area will have a current Application for Nonappropriated Employment, AF Form 1701, Jan 90 (TEST), attached for each employee added to the RPL during the preceding month.

Section 8 - SEVERANCE PAY:

a. A regular NAF employee who has completed at least 12 continuous months (365 days) of service as a regular DOD NAF employee, and who is involuntarily separated from employment because of a BBA, base closure or reorganization, shall receive severance pay, if not precluded by para 8b or 8c below.

(1) The amount of severance pay shall be one weeks basic pay for each year (365 days), or fraction thereof, of continuous regular service, up to four years of service, for a maximum of four weeks of pay. This pay shall be based on the number of hours regularly worked during a normal workweek, and at the rate of pay received immediately before separation. If the employee's workweek hours vary, the number of hours to be used is determined by averaging the total number of hours worked during the 13 pay periods immediately prior to the date of the BBA letter. In no event will the employee's severance pay be less than an amount determined by use of

the assigned guaranteed hours. For example: (a) An employee has one year and one month (396 days) of continuous regular service. The employee normally works 40 hours a week at \$9.50 ph. The employee is entitled to two weeks of severance pay, or \$760.00 (40 hrs x \$9.50 ph x 2 weeks). (b) An employee has three years and 3 days of continuous regular service. The employee normally works 30 hours a week at \$7.00 ph. The employee is entitled to four week of severance pay, or \$840.00 (30 hrs x \$7.00 ph x 4 weeks).

(2) Any period of employment used in the computation of a previous payment of severance pay will not be used for computation of a new severance pay entitlement.

b. An employee who is involuntarily separated shall not receive severance pay if he/she:

(1) Is immediately employed in another regular NAF position;

(2) Refuses an offer of employment without loss of pay, employment category, and seniority in any NAF activity in the same commuting area (100 mile radius); or

(3) Immediately accepts employment in a continuing appropriated fund position.

c. A regular employee on a limited term appointment is not entitled to severance pay upon termination of the appointment.

d. An employee who has been issued a notice of separation letter as a result of a BBA, or a base closure or reorganization, and who is otherwise eligible, is entitled to severance pay if he/she resigns during the notice period of the separation action. For the purpose of this paragraph, "otherwise eligibility as outlined in para 8a above, and is not ineligible for any of the reasons in para 8b or 8c above.

ARTICLE XII

POSITION CLASSIFICATION:

Section 1 - Each employee in the Unit shall be furnished a copy of their position description or position guide by the Employer upon employment and when any change is made to the description or position guide of major duties assigned.

Section 2 - When an employee alleges inequities in their position description, they may submit a request for review of their job assignment to their supervisor. If agreement is not reached, regarding the description of duties, it may be processed through the negotiated grievance procedure.

Section 3 - When an employee is dissatisfied with the grade or classification of their position, they will request a review of the classification through the supervisor and classifier. If the employee is not satisfied with the results of this, they may appeal in accordance with the agency appeal procedure.

SECTION 4 - A position description, AF Form 1065, will be used for all Craft and Trade positions. A position guide, AF Form 1702, will be used for all other positions.

ARTICLE XIII

HOURS OF WORK:

SECTION 1 - The administrative workweek shall consist of seven (7) consecutive days extending from 0001 Sunday through 2400 hours the following Saturday. The basic workweek varies with employment categories, but may not be scheduled for more than (6) days or forty (40) hours in the workweek, exclusive of meal times. The occurrence of a holiday shall not affect the designation of the basic workweek. Management of necessity evidenced in seven (7) days a week operations will continuously have reason to schedule employees for more than five (5) workdays. Management will inform the Union of such actions upon request. When there is a need to change the work schedule, management agrees that the schedule preference of regular employees will be assigned so long as the full work schedule can be staffed and customer service can be met.

Section 2 - An employee who is regularly scheduled is called in to work on an unscheduled basis will be paid for at least two (2) hours either overtime or regular pay, as required.

Section 3 - When an employee fails to report for work for a scheduled tour of duty, requiring the calling in of a substitute employee to perform the duties of the absent employee, and the absent employee subsequently appears for duty, the employee who was originally scheduled to work may be released from duty if the management determines their services are not required.

Section 4 - Noncompensated meal periods will be indicated on the work schedule and will be scheduled for not less than thirty (30) minutes nor more than one (1) hour. During these meal periods employees will be entirely free of duty.

When the nature of an employee's duties require that they remain at their duty station, the employee will be authorized a total of twenty (20) minutes during a designated period in which they may have their meal. The employee will be paid for the on-the-job meal periods will be authorized only when it is not reasonably practical or economical to provide a normal meal period. No employee will be required to work more than six (6) hours in any workday without a period for his meal. When the tour of duty consists of more than six (6) hours, an unpaid meal break of not less than thirty (30) minutes or more than one (1) hour will be scheduled during the middle hours of the slack period of the tour.

Section 5 - Short rest periods, not exceeding fifteen (15) minutes during each four (4) hours of continuous work may be granted when the management believe they will be of benefit to the service, except they will not be scheduled in conjunction with a meal period. The rest period is compensable time. Criteria to be followed in determining the justification for granting rest periods are:

- a. Protection of employee's health by relief from hazardous work or work which requires continual or considerable physical exercise;
- b. Reduction of accident rate by reducing fatigue;
- c. Work in confined spaces or in areas where normal personal activities are restricted;
- d. Possible increase in, or maintenance of, high quality or quantity production attributable to the rest period.

Section 6 - An employee shall be granted ten (10) minutes at the beginning and the end of their tour of duty to change into or out of uniforms which management requires the employee to wear.

Section 7 - Employees will have their schedules posted in writing. Schedules will include a beginning and ending time within the administrative workweek for which the employee's services will be required. Except when emergency conditions exist, one week advance notice is given when it is necessary to change work schedules. The employment category of each employee must strictly correspond to the scheduled tour of duty.

Section 8 - When an employee reports for work as scheduled they will be permitted to work their scheduled time or paid for time unless there is a nonavailability of work; in which case if the employee has not received prior notification and reports to work they receive pay for scheduled work of the day.

ARTICLE XIV

OVERTIME:

Section 1 - Overtime will be paid in accordance with applicable laws. Overtime will be distributed as equitably as possible among similar classes of employees in each fund, as far as the character of the work will permit. When making overtime arrangements, first consideration shall be given those employees regularly and currently assigned to the job. Second consideration will be given to those employees in the same activity qualified to do the job.

Section 2 - An employee will be excused from a planned overtime assignment provided another employee in the fund affected, in the same job category and possessing the required skills, is available for the assignment. An employee required to work overtime due to the unexpected absence of another employee on the shift immediately following theirs will be relieved as soon as possible, provided a substitute can be obtained to perform the work required.

Section 3 - Employees assigned to overtime work will be given as much advance notice as possible. Notification for planned overtime work on Saturday and Sunday shall be made no later than noon Friday unless circumstances beyond the control of the employer prevent such notice. In this latter event, the employee will be informed of the reason for lack of advance notice.

ARTICLE XV

HOLIDAYS:

SECTION 1 - Regular employees, except those who are required to remain on duty shall be excused without charge to leave on the now established legal holidays, and any other full or fractional day which may be designated as a holiday by Federal statute, Executive Order, or appropriate directive. If the holiday falls on a Sunday through Friday and is the first scheduled day off in the calendar week then the day observed as the holiday is the next scheduled workday after the holiday. If the holiday falls on a Monday through Saturday and is the second scheduled day off in the calendar week then the day observed as the holiday is the last scheduled workday before the holiday. When the holiday falls on a scheduled workday then that day is observed as the holiday.

SECTION 2 - Employees who are normally scheduled but do not work on the day designated for the legal observance of a recognized holiday will receive their basic hourly rate of pay for the number of hours normally worked on that day.

SECTION 3 - Employees who are required to work on the day designated for observance of a recognized legal holiday will receive holiday pay.

ARTICLE XVI

SICK LEAVE:

SECTION 1 - Approval of sick leave shall be granted to employees when they are incapacitated for the performance of their duties by sickness, injury, pregnancy or confinement for medical reasons; or for a medical, dental or optical examination or treatment; or when a member of the immediate family of the employee is afflicted with a contagious disease and requires the care and attendance of the employee; or when through exposure to contagious disease, the presence of the employee at their post of duty would jeopardize the health of others.

SECTION 2 - Requests for sick leave because of an incapacitating illness or injury shall be made by the employee, or someone acting on their behalf, to the supervisor or their designated representative by telephone or other appropriate means as soon as possible, but normally not later than one (1) hour before or one (1) hour after the start of the employee's shift on the first working day of their absence. Failure to obtain approval or give the notice required may result in a charge to annual leave or absence without leave, as the circumstances may justify. If an employee is absent more than three days, they or someone acting in their behalf, will report the status of their illness and keep the supervisor adequately informed for the duration of the illness.

SECTION 3 - Normally, a medical certificate will be required for approval of sick leave for absence in excess of three (3) days because of illness; however, if the employee was not attended by a physician, the supervisor may accept the employee's certification as to their illness or incapacitation.

SECTION 4 - In cases of serious disability or illness, and subject to the conditions specified below, the employer may normally advance up to thirty (30) days sick leave to an employee upon request. The conditions to which the advance is subject are:

a. The Employer determines that the employee has not abused their use of sick leave.

b. The employee certifies that they intend to return to duty of a sufficient period of time to earn the leave advance.

SECTION 5 - When the supervisor believes a regular employee has been abusing sick leave and they have counseled the employee concerning the alleged abuse, the supervisor may require the employee to furnish a medical certificate for absence due to illness of any duration provided the supervisor has given the employee written notice that the employee will be required to support all future absence because of illness by a medical certificate. The requirement will be for a six (6) month duration and will be reviewed with the employee at that time to determine if sick leave abuse does, in fact, still exist prior to continuing the requirement for certification of illness by a physician. The employee may have the Union Steward present at six(6) month review if desired.

SECTION 6 - Each party agrees to emphasize the need and value for the employee to conserve their sick leave and to use it only in the event of actual incapacitation but in no case in lieu of normal annual leave.

SECTION 7 - The Employer will make every effort to honor a recommendation by a regular employee's personal physician that the returning employee be assigned to light duty for a period not to exceed sixty (60) days. The Employer will make such temporary adjustments in duties only if it will not impose an undue burden on other employees or to the mission of the Employer.

ARTICLE XVII

ANNUAL LEAVE:

Section 1 - The Employer will schedule annual leave for vacation purposes for those regular employees who will have sufficient leave due and accrued for the purpose. Annual leave requests for vacation purposes will be submitted by the individual employee no later than January 31 of each calendar year. In the event a conflict as to choice vacation periods occur, individual seniority, computed on the basis of the employee's official service computation date, for each group of employees, will be applied; however, no employee will be permitted to monopolize desirable annual leave periods in connection with holidays to the continuous disadvantage of employees with less service. For example, a senior employee will not normally be permitted to schedule their annual leave periods in connection with the Christmas holidays year after year (for two (2) successive years), if it will continually deny another employee leave during the same period. Once an employee has made their selection, they shall not be permitted to change their selection if doing so would disturb the choice of another. Every reasonable attempt will be made to adhere to the established vacation schedule. In the event a subsequent change in workload commitments occur requiring a change in vacation plans made by an employee, a new plan for that employee will be developed as equitably as possible but not in a manner to disturb the schedules of other employees.

Section 2 - Request for annual leave, other than vacation or emergency, shall normally be submitted 24 hours in advance and will be approved when employees can be spared from their duties.

Section 3 - The parties agree that leave should be approved in advance, but it is recognized that unforeseen emergencies will arise which require the use of annual leave which has not been previously approved. In this case, approval of leave cannot be assumed by the employee. Employees should contact their supervisor as soon as possible after the emergency occurs.

Section 4 - In the case of a change from one (1) supervisor to another, previously scheduled annual leave for vacation purpose shall be brought to the attention of the new supervisor by the employee concerned and a reasonable effort will be made to honor the previously approved schedule.

Section 5 - Any employee applying for leave on a workday which occurs on a religious holiday associated with their religious faith will be granted such leave if workload requirements permit.

SECTION 6 - A regular employee who works less than full-time hours, may request eight hours of annual leave for a day off, or 40 hours of annual leave for a week off, providing their accumulated annual leave balance is sufficient to cover the number of hours requested, i.e., the employee may supplement their workweek by adding leave up to 40 hours to their basic workweek. (Example: Employee scheduled for 30 hours, may request 10 hours annual leave and receive pay for 40 hours for work week).

ARTICLE XVIII

LEAVE WITHOUT PAY:

Section 1 - After prior arrangements have been made by the Union and the Employer to insure that the employee's services can be spared, employee shall be granted leave without pay, not to exceed thirty (30) days, to accept a temporary Union position or attend Union activities. Leave without pay in excess of thirty (30) days will be granted when the employer determines that the employee's services can be spared for the longer period. Requests for leave without pay will be submitted as far in advance as possible, but in no case less than four (4) working weeks prior to the date leave is to begin.

Section 2 - Requests for LWOP of ten (10) days or less for purposes of attending to Union business will be submitted to the management on (1) week prior to the beginning date of the LWOP. If the management determines that the services of the employee can be spared, the request will be approved.

Section 3 - LWOP may be granted to an employee on request in place of annual or sick leave. Employees will not be required to sign for LWOP unless there is insufficient work.

ARTICLE XIX

CIVIC RESPONSIBILITIES:

Section 1 - Regular employees will be excused for a reasonable time, when practicable to do so without seriously interfering with operations, to vote in any elections on a civic matter of local or national interest. Generally, an employee shall be excused from duty so as to permit them to report for work three (3) hours after the polls open or to leave work three (3) hours before the polls close, whichever results in the lesser amount of time off. Under unusual circumstances, an employee can be excused up to a full day.

Section 2 - Upon advance submission of a court order, subpoena, summons, or any other judicial notification, Regular employees shall be granted paid court leave for jury duty; to appear in court in an unofficial capacity as a witness on behalf of private parties where the United States, the District of Columbia, or a State or local government is a party to the proceedings. The court may be Federal, District of Columbia, State, or local government-unit court. This provision does not apply to an employee appearing as a witness in a judicial proceeding that involves only private parties.

SECTION 3 - Regular employees on court leave shall receive their regular pay for such time or shall retain the court fees received from the court, whichever is the greater amount. If the court fees are the lesser amount, such fees, exclusive of transportation when separately identified or otherwise identifiable, shall be turned over to the employing NAFI. However, when a State statute provides for reimbursement of expense or an expense allowance rather than a jury fee, employees shall receive their regular pay and the money paid by the court.

Section 4 - Regular employees who are on leave without pay when called to jury duty or as a witness may not be granted court leave.

Section 5 - When an employee's appearance in court as a witness is not on behalf of the United States Government, the District of Columbia Government, or a nonappropriated fund instrumentality of the armed forces, and not in their official capacity, their absence from duty must be charged as either annual leave or as leave without pay, and they are entitled to retain all fees and allowances due for such services.

Section 6 - The Employer agrees that voluntary principles will be adhered to in all approved base drives and campaigns, especially the United Appeal and the U.S. Savings Bond drives. The Employer and the Union agree to encourage employees to contribute to all fund drives sanctioned by the Federal Government and conducted at Maxwell AFB-Gunter Annex A1.

Section 7 - Employees will be excused without charge to leave or loss of pay for a maximum of four (4) hours or the remainder of the shift to serve as blood donors, without compensation, to blood banks or to individuals in emergencies. Under unusual circumstances, an employee may be authorized additional time if necessary for recuperation. The Union agrees to give its support to and publicize donor programs.

LWOP ↑

Admin ↓
Leave

ARTICLE XX

DISCIPLINARY ACTIONS

Section 1 - GENERAL:

a. Managers and supervisors must set reasonable standards of conduct and maintain a constructive, disciplined work environment in which employees recognize and carry out their responsibilities and comply with the standards of conduct.

b. Disciplinary action is taken only when necessary and then promptly and fairly. The purpose of disciplinary action is to correct and rehabilitate the employee. Discipline must be applied as consistently as possible. Considering the circumstances, like penalties are imposed for like offenses. The seriousness of the offense should determine the type of disciplinary action necessary.

c. Disciplinary actions are personal matters and must be administered in private.

d. Letters of reprimand, notices of termination, notices of proposed action, and decision letters must be reviewed by the servicing Human Resources Office (HRO) prior to issuance to the employee to ensure that these letters are procedurally correct and are proper on merit. Supervisors are encouraged to solicit HRO assistance in the preparation of disciplinary action letters.

e. HROs should coordinate the proposed notice and decision letters required for suspensions, demotions and removals with the base legal office prior to issuance.

f. Suspension and removal actions are not used to discipline flexible employees.

Section 2 - DISCIPLINARY ACTIONS. A disciplinary action is an action taken by management to correct an employee's delinquency or misconduct.

a. DISCIPLINARY ACTIONS INCLUDE:

- (1) An oral admonishment;
- (2) A letter of reprimand;
- (3) A termination (flexible employees only);
- (4) A suspension (regular employees only);
- (5) A removal (regular employees only); and
- (6) In some cases, a demotion (reduction in grade or pay band) (regular employees only).

b. DISCIPLINARY ACTIONS DO NOT INCLUDE:

- (1) Application of a revised prevailing rate schedule when there is no change to the position.

(2) A business based action.

(3) A reduction in the number of guaranteed hours that does not result in a change in the employee's employment category.

(4) An action taken against an employee serving a probationary period.

(5) A change in duty shifts which results in the loss of differentials or premium pay.

(6) An action taken as the result of the termination of a temporary promotion.

(7) A resignation, change to lower grade or pay band, or reduction in pay or hours when voluntarily initiated by the employee.

c. ORAL ADMONISHMENT. An oral admonishment is a discussion between a supervisor and an employee during which the supervisor informs the employee that he or she is being disciplined by an oral admonishment. It is the least severe disciplinary action and is used to correct misconduct or delinquency and to motivate an employee to improve work habits, work methods, or behavior. It may be used to discipline either a regular or flexible employee.

(1) The supervisor must advise the employee of what he or she did wrong, when he or she did it, and the surrounding circumstances. The supervisor must give the employee an opportunity to explain his or her actions.

(2) To be most effective, an oral admonishment should be conducted soon after the incident giving rise to the admonishment, in private, and in an informal manner.

(3) There is no formal procedure required to effect an oral admonishment. On the date of the admonishment, the supervisor makes a note of the admonishment, in pencil, on the Supervisor's Record of Employee, AF Form 971. This note is deleted two years after the date of the admonishment.

d. LETTER OF REPRIMAND. A letter of Reprimand is a formal disciplinary letter issued by a supervisor to an employee. It is used to correct significant misconduct or delinquency or repeated lesser offenses, and it may be the last step in a progression toward suspension or removal. It should give the clear warning that a subsequent misconduct "could" result in more severe disciplinary action, including removal. It may be used to discipline either a regular or flexible employee.

(1) Prior to issuing a Letter of Reprimand, the supervisor should meet with the employee, tell the employee that he or she is considering a Letter of Reprimand due to the employee's misconduct; date, time, and place; and give the employee an opportunity to explain his or her actions. After the meeting with the employee, the supervisor may decide to take no action, orally admonish the employee (see paragraph 2c above), or issue a Letter of Reprimand. The supervisor will make a memo of what is said during the meeting with the employee.

(2) If the supervisor believes that a Letter of Reprimand is warranted, the supervisor will prepare it. It should be clearly identified with the subject: "Letter of Reprimand", and it should include the following:

(a) A statement, "The purpose of this letter is to officially reprimand you for your conduct on _____."

(b) The specific reason(s) for the action, including the date(s), time(s), and place(s) of the alleged misconduct.

(c) A statement that further misconduct "could" result in more severe disciplinary action, including removal.

(d) A statement that a copy of the Letter of Reprimand will be placed in the employee's Official Personnel Folder (OPF) and will remain there for a period of two years.

(e) A statement that the employee has a right to file a grievance in accordance with the provisions of the PAD, Section I, or the negotiated grievance procedure, whichever is applicable.

(3) The supervisor must ensure that the second level supervisor and the HRO review the letter prior to issuance to the employee. After this, the supervisor must give the original copy of the letter to the employee.

(4) The supervisor must then make a note of the Letter of Reprimand, in pencil, on the employee's AF Form 971, file a copy with the employee's AF Form 971, and give a copy to the HRO for filing in the employee's OPF. This note will be deleted, and the copies pulled and destroyed two years after the date of the letter.

e. TERMINATION. Involuntary termination is initiated by management, and is used to separate a flexible employee from Air Force NAF employment. It is the most severe form of disciplinary action. Terminations are used for flexible employees only.

(1) If the supervisor decides to terminate a flexible employee, the supervisor must notify the employee in writing. The employee must be provided advance notification of least 24 hours. The Notice of Termination is prepared and signed by the supervisor. The supervisor is encouraged to enlist the assistance of the HRO in the preparation of the letter. The letter must be hand-delivered or otherwise provided the employee on or before the date of the action is to be effective, or a diligent effort to make delivery must be made and documented. The Notice of Termination must be reviewed by the HRO prior to issuance to the employee.

(2) It should include the following:

(a) A statement of the action in specific terms, for example, "I have decided to terminate you from Air Force NAF employment."

(b) A specific statement of the date(s), time(s), and place(s) of the alleged misconduct.

(c) The effective date of the action. The effective date may not be earlier than 24 hours from the date the employee receives the Notice of Termination.

(d) A statement that the employee has the right to respond to the Notice of Termination, in writing, and identification of the person designated to receive the response.

(e) A statement that any response must be received by the designated official, either --

1 Prior to the effective date of this action (if the notice period given is 24 hours), or

2 Not later than 24 hours prior to the effective date of the action (if more than 24 hours notice is given).

(f) A statement that nonreceipt of response, or a response that does not affect the proposed action, will result in the action taking place on the effective date stated.

(h) An explanation of the employee's right to file a grievance, including how and where to file, and the time limits for filing.

(i) The name, location, and phone number of the person in the HRO designated to provide assistance to the employee.

Section 3 - DISCIPLINARY ACTION PROCEDURES FOR SUSPENSIONS, REMOVALS, AND DEMOTIONS. If a supervisor wishes to either suspend, remove, or demote a regular employee, he or she must adhere to the following procedures, i.e., he or she must present the employee with a Notice of Proposed Action, give the employee an opportunity to respond to the proposal, and then present the employee with a Notice of Decision.

a. NOTICE OF PROPOSED ACTION. The purpose of this notice is to give the employee notice of the charges upon which the proposed action is based, a brief explanation of the evidence supporting the charges, and an opportunity to present reasons why the proposed action should not be taken. The Notice of Proposed Action is prepared and signed by the supervisor. Supervisors are encouraged to enlist the assistance of the HRO in the preparation of the Notice Letter. The Notice of Proposed Action should be clearly identified with the subject: "Notice of Proposed (suspension/Removal/Demotion)", and must be reviewed by the HRO and the base legal office prior to issuance to the employee. It should include the following:

(1) A statement, "The purpose of this letter is to notify you that I purpose (to suspend you from duty, without pay, for a period of _____ calendar days) (to remove you from NAF employment) (to demote you from _____ to _____)."

(2) The specific reason(s) for the proposed action, including a specific statement of the date(s), time(s), and place(s) of the alleged misconduct.

(3) A statement of the employee's right to review the material relied upon to support the proposed action.

(4) A statement that the action taken, if any, will be made effective not earlier than 15 days from the date the employee receives the proposed notice.

(5) A statement that the employee has a right to respond to the Notice of Proposed Action, in writing, and to submit with his or her response any supporting statements or documents.

(6) The name and location of the person designated to receive the written response. The person so designated must be an individual who has the authority to either make or recommend a final decision.

(7) A statement that any response to the proposed notice must be received by the designated official not later than four calendar days after the employee's receipt of the notice.

(8) A statement that the action is proposed but not yet finally decided, that the employee's response made to the designated official will be considered, and that, regardless of whether or not management receives an employee's response, a final written decision will be issued.

(9) The name, location, and phone number of the person in the HRO designated to provide assistance to the employee.

(10) The employee's duty status during the notice period. In most circumstances, the employee will be in normal duty status during the notice period.

b. NOTICE OF DECISION. A written notice of decision must be issued to the employee regardless of whether or not management receives an employee's response to the notice of proposed action, or even if a decision is made to cancel the proposed action or take a lesser action than originally proposed. The Notice of Decision is prepared and signed by the supervisor. Supervisors are encouraged to enlist the assistance of the HRO in the preparation of the Notice of Decision. The letter must be hand-delivered or otherwise provided to the employee on or before the date the action is to be effective, or a diligent effort to make delivery must be made and documented. The Notice of Decision", and must be reviewed by the HRO and the base legal office prior to issuance to the employee. It should include the following:

(1) A statement of the decision in specific terms; for example, "I have decided to (remove you) (suspend you for _____ calendar days) (demote you from _____ to _____)." The Notice of Decision can impose a lesser penalty than what was originally proposed. It is important to note that the Notice of Decision can impose no greater penalty than that which was originally proposed.

(2) The specific reason(s) for the decision. The only reason(s) which may be cited as a basis for the decision is the reason(s) which was cited in the Notice of Proposed Action. The Notice of Decision may not introduce any new charge(s) which was not included in the proposal.

(3) The effective date of the action. For a suspension, include the first and last day of the suspension and the date and time the employee is to return to duty.

(4) If the Notice of Decision imposes a suspension or reprimand, a statement that a copy of the letter will be placed in the employee's Official Personnel Folder (OPF) and will remain there for a period of two years.

(5) Advice on loss of benefits (insurance, retirement, annual or sick leave, etc.), if applicable.

(6) An explanation of the employee's right to file an appeal (for removals and demotions) or a grievance (for all other actions), including how and where to file, and the time limits for filing.

(7) The name, location, and phone number of the person in the HRO designated to provide assistance to the employee.

c. ADVANCE NOTICE OF PERIOD:

(1) For either an oral admonishment or reprimand, there is no minimum notice period.

(2) For a suspension, demotion, or removal, the minimum notice period is 15 calendar days. That is, the action may not take effect earlier than 15 days following the date the employee receives the Notice of Proposed Action.

(3) A reduction of the 15-day notice period, to an advance notice of as little as 24 hours, is authorized if -

(a) Retention of the employee during the notice period will -

funds; 1 Result in damage to or loss of property or

government; or 2 Be detrimental to the interests of the

3 Impose an undue risk to the safety or welfare of the employee, other employees or the general public; or

(b) There is reasonable cause to believe the employee has committed a crime for which a prison sentence may be imposed.

d. DOCUMENTATION. The material used to support the action, the Notice of Proposed Action, the Notice of Decision, and the employee's response, if any, shall be maintained by the HRO in a case file apart from the employee's OPF. Subject to the provisions of the Privacy Act of 1974, the case file shall be made available for review upon request only by the employee or by those whose official duties require such access.

(1) If the Notice of Decision imposes a lesser penalty than was in the Notice of Proposed Action, and if that penalty is -

(a) An oral admonishment, the supervisor must give the original copy of the Notice of Decision to the employee and make a note of the admonishment, in pencil, on the employee's AF Form 971. A copy of the Notice of Decision is not filed with the employee's AF Form 971, nor is it filed in the employee's OPF. The note on the employee's AF Form 971 must be deleted two years after the date of the letter; or,

(b) A reprimand, the supervisor must give the original copy of the Notice of Decision to the employee, make a note of the reprimand, in pencil, on the employee's AF Form 971, and file a copy of the letter with the employee's AF Form 971, and give a copy of the letter to the HRO for filing in the employee's OPF. The note on the AF Form 971 will be deleted, and the copies of the letters destroyed two years after the date of the letter.

(2) If the decision is a suspension, the supervisor must give the original copy of the Notice of Decision to the employee, make a note of the suspension, in pencil, on the employee's AF Form 971, file a copy of the letter with the employee's AF Form 971, and give a copy of the letter to the HRO for filing in the employee's OPF. This note will be deleted, and the copies of the letters destroyed two years after the date the suspension ends. The supervisor must also record on the employee's time and attendance card the date and hour the suspension begins and the date and hour it ends.

(3) If the decision is a removal or demotion, the supervisor must give the original copy of the Notice of Decision to the employee, make a note of the removal or demotion on the employee's AF Form 971, file a copy of the letter with the AF Form 971, and give a copy of the letter to the HRO for filing in the employee's OPF. The supervisor must also prepare AF Form 2548, NAFI Request for Personnel Action, documenting the action, and forward it to the HRO for processing. The HRO will prepare and issue an AF Form 2545, NAFI Notification of Personnel Action.

ARTICLE XXI

APPEALS AND GRIEVANCES

Section 1 - POLICY :

a. If an employee is dissatisfied with matters relating to his/her conditions of employment, he/she is entitled to express that dissatisfaction by filing an appeal or grievance in accordance with procedures prescribed by this section. The prompt and objective review of employee appeals and grievances are essential to a productive and mutually beneficial employee-management relationship.

b. Filing an appeal or grievance does not reflect unfavorably upon either the employee's standing in the organization or the employee's loyalty or value to the organization. An employee must be free to use these procedures without fear of penalty or reprisal. No supervisor or other person acting in an official capacity for the Air Force may take, or threaten to take, any act of reprisal against an employee because that employee has exercised or expressed an intention to exercise any right under this Section.

Section 2 - PUBLICITY. At least once a year, the Human Resources Office (HRO) will --

a. Bring the appeal and grievance procedures to the attention of employees; and

b. Notify employees where copies of the appeal and grievance procedures are available for review.

Section 3 - DEFINITIONS:

a. DAY means calendar day.

b. GRIEVANCE, except as provided in paragraph 5 below, means a request by an employee, or a group of employees acting as individuals, for personal relief in a matter of concern or dissatisfaction relating to the employment of the employee(s) which is subject to the control of Air Force management.

c. APPEAL means a written request by an employee to contest a removal for cause, demotion for cause, or a business based action (BBA).

d. PERSONAL RELIEF means a specific remedy directly benefiting the employee and may not include a request for disciplinary or other action affecting another employee.

Section 4 - MATTER COVERED BY THESE PROCEDURES:

a. Except as provided in paragraph 5 below, the grievance procedure in this Section is used to review a grievance as defined in paragraph 3b above.

b. An employee may appeal a BBA, as defined in paragraph 3c above, but only to the extent that the appeal alleges a failure by management to follow regulations or procedures which govern BBAs.

Management decisions which form the basis for BBAs - e.g., decisions regarding budget, workload, organization, or mission - are not appealable.

Section 5 - MATTER EXCLUDED FROM COVERAGE BY THE GRIEVANCE PROCEDURE.

The grievance procedures do not apply to:

a. Any matter which is subject to final administrative review or decision outside the Air Force or for which other authorized complaint or appeal systems are prescribed.

b. The content of published Air Force regulations and policy applicable to NAF employees. However, the application or impact of such Air Force publications on the employee may be grievable if not otherwise excluded by this paragraph 5.

c. Any allegation of discrimination on the basis of race, color, religion, sex, national origin, age, or handicap subject to final administrative review by the Equal Employment Opportunity Commission (EEOC) under law or regulations of the EEOC. Such matters must be referred to the Chief EEO counselor.

d. A Notice of Proposed Action.

e. Separation during an employee's probationary period.

f. Nonselection for appointment, or promotion or relating to reassignment to a position at the same or higher rate of pay.

g. Termination of a temporary promotion or limited term appointment.

h. Any matter relating to management's decision to:

(1) Grant or refuse to grant a performance award, an honorary award, or any other discretionary award.

(2) Adopt or refuse to adopt a suggestion.

(3) Increase or refuse to increase an employee's basic rate of pay.

i. Any matter covered by a negotiated grievance procedure.

j. Any matter relating to an action or decision taken under the provisions of AFR 205-32, USAF Personnel Security Program.

k. Any matter relating to the basis for a management decision which creates the need for a business based action. See paragraph 4b above.

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

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

Section 6 - ALLEGATIONS OF DISCRIMINATION. If an employee alleges discrimination based upon race, color, religion, sex, national origin, age, or handicap in connection with an appeal or grievance, the official then considering the appeal or grievance terminates the proceedings, refers the allegation of discrimination to the Chief EEO Counselor, and notifies the employee of the action in

Section 7 - REPRESENTATION:

a. An employee may be accompanied, represented, and advised by a representative of the employee's choice at any stage of the procedure. The employee must designate the representative in writing. A written designation may be changed only by the employee's written notification to the official then considering the appeal or grievance.

b. An employee may present an appeal or grievance without representation. However, if a bargaining unit employee chooses self-representation, the labor organization still retains the right to attend meetings and hearings convened to process the appeal or grievance.

c. A member of the HRO staff may not serve as a representative.

d. In the United States, a judge advocate may not represent an employee. Overseas, a judge advocate may serve as a representative, but only if he/she is personally requested by an employee, and his/her supervisor determines that he/she is reasonably available.

e. The MWRS Commander may disallow the employee's choice of representative if:

(1) Activities of the individual as representative would cause a conflict of interest or position;

(2) Release of an employee from his/her official position to serve as representative would give rise to unreasonable costs to the government; or

(3) Priority work assignments of the individual preclude his/her release to serve as representative.

f. All costs of representation shall be borne by the employee.

Section 8 - OFFICIAL TIME:

a. THE EMPLOYEE. 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 under the procedures prescribed by this Section. What is "Reasonable" depends on the facts and circumstances of each case.

b. THE EMPLOYEE'S REPRESENTATIVE. If the employee's representative is an Air Force employee in a duty status, the representative 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.

c. UNION REPRESENTATIVE. An employee serving as a union representative at a hearing or other formal discussion related to the appeal or grievance is normally entitled to official time. However, if the employee's representative is a bargaining unit member on official time, the union representative is charged with annual leave or leave without pay.

d. ARRANGEMENTS FOR THE USE OF OFFICIAL TIME. Employees and their representatives must make advance arrangements with their supervisors for the use of official time. If there is a disagreement, the supervisor must refer the matter to the HRO for resolution.

Section 9 - CANCELLATION OF AN APPEAL OR GRIEVANCE:

a. An appeal or grievance will be cancelled by the official then considering it:

(1) Upon receipt of the employee's written request to cancel.

(2) Upon notification that the requested relief has been granted to the extent authorized, whether or not the employee requests cancellation.

(3) If the employee, or the employee's representative, does not furnish required information to proceed with the advancement of the case after having been warned, in writing, of the possibility of cancellation.

(4) Upon the death of the employee, or upon the employee's separation from Air Force employment for reasons not connected with the appeal or grievance, provided there is no question of pay involved or other personal relief that could be granted to the employee.

(5) Upon notification that the same matter or a directly related matter has been accepted for adjudication by some other agency or under some other complaint system authorized to review it.

2 b. The official cancelling the appeal or grievance must notify the employee promptly, in writing, of the cancellation and the reasons for it.

Section 10 - REMEDIAL ACTION:

a. THE "MAKE WHOLE" REMEDY. When an appeal or grievance is resolved in favor of an employee, the employee must be "made whole". The employee is entitled to restoration to duty and to receive all pay and benefits he/she would have received had the action not taken place.

b. BUSINESS BASED ACTIONS. An employee who successfully appeals a BBA is also entitled to a "make whole" remedy. However, if it is clear that the same action would have been taken against the employee even if the regulatory or procedural error had not been made, then there is not "make whole" entitlement.

Section 11 - APPEAL OR GRIEVANCE FILE:

a. When an appeal or grievance is accepted under these procedures, the HRO establishes a file containing all documents pertinent to the case. That file, as augmented during the processing of the appeal or grievance, becomes the official record of the appeal or grievance.

b. The party initiating correspondence relating to the case is responsible for providing copies of it to the other party and to the HRO for the official file.

c. The file contains original documents whenever possible. It must not contain documents not available to the employee and his/her representative.

Section 12 - APPEAL PROCEDURES. If the incident giving rise to the appeal is either a BBA, a removal for cause, or demotion to a lower grade or pay and for cause, the appeal shall be processed in accordance with the procedures prescribed by this paragraph. All appeal decision letters must be reviewed by the HRO prior to issuance to the employee.

a. STEP 1:

(1) TIME LIMIT. The employee must deliver or mail the appeal to the HRO not later than ten workdays after the effective date of the action giving rise to the appeal. If the appeal is mailed, it must be postmarked not later than ten workdays after the effective date of the action.

(2) CONTENT OF STEP 1 APPEAL. The appeal must be in writing, signed by the employee, and dated. It must include:

(a) The employee's name, grade, organization, duty phone, home address, and home phone.

(b) The name, organization, duty phone, home address, and home phone of the employee's representative, if any.

(c) A clear indication that the letter is a Step 1 appeal.

(d) A statement of the specific action giving rise to the appeal (e.g., BBA, removal, or demotion), including the date on which the action was effective.

(e) A statement of the employee's reasons for believing that the action is improper. If the action giving rise to the appeal is a BBA, this statement must specifically state the manner in which the BBA violated regulations or procedures governing the BBA.

(f) A statement describing the specific personal relief sought by the employee, i.e., what does the employee want management to do?

(3) ACTION BY THE HRO:

(a) The HRO reviews the appeal to determine whether it (1) arises from a matter within the scope of the appeal procedure, (2) is timely, and (3) includes the information required by paragraph 12a (2) above. Not later than ten workdays after receipt of the Step 1 appeal, the HRO must do one of the following:

1 If the appeal is not within the scope of the appeal procedure or is not timely, the HRO so notifies the employee, in writing, that the appeal is rejected and the reason for the rejection.

2 If the appeal does not include the required information, the HRO returns the appeal and notifies the employee, in writing, of the reason for the rejection. The HRO instructs the employee to correct the deficiency and re-submit it within ten workdays, otherwise the appeal will be rejected.

(b) Not later than ten workdays after receipt of the complete Step 1 appeal, the HRO forwards it to the Squadron Commander for action.

(4) ACTION BY THE SQUADRON COMMANDER:

(a) The Commander should discuss the appeal with the employee and his representative. He/she may also consult with whomever he/she believes has information relevant to the appeal. He/she must consult with the HRO prior to issuing a decision.

(b) Not later than ten workdays after receipt of the Step 1 appeal, the Commander must render, in writing, a Step 1 decision which must include the following:

1 A summary of the issues.

2 A statement informing the employee of whether the remedy requested in the Step 1 appeal is granted.

3 A statement informing the employee that if he/she is not satisfied with the Step 1 decision, he/she may file a Step 2 appeal not later than ten workdays after receipt of the Step 1 decision.

b. Step 2:

(1) TIME LIMIT. If the employee wants the matter considered further, he/she must deliver or mail the appeal to the HRO not later than ten workdays after receipt of the Step 1 decision. If the appeal is mailed, it must be postmarked not later than ten workdays after the date of the Step 1 decision.

(2) CONTENT OF STEP 2 APPEAL. The appeal must be in writing, signed by the employee, and dated. It must include:

(a) A clear indication that the letter is a Step 2 appeal.

(b) A summary of the employee's reason(s) for believing that the Step 1 decision is in error.

(c) A statement describing the specific personal relief sought by the employee, i.e., what does the employee want management to do?

(3) ACTION BY THE HRO:

(a) The HRO reviews the appeal to determine whether it (1) is timely and (2) includes the information required by paragraph 12b(2) above. Not later than ten workdays after receipt of the Step 2 appeal, the HRO must comply with paragraph 12a(3)(a) 1 and 2 above, if applicable.

(b) Not later than ten workdays after receipt of a Step 2 appeal, the HRO forwards it to the Installation Commander for action.

(4) ACTION BY THE INSTALLATION COMMANDER:

(a) The Commander may delegate the authority to render Step 2 decisions to the Support Group Commander, but no lower.

(b) The Commander may either (1) render a decision on the basis of the existing appeal record or (2) appoint an impartial third party to investigate the appeal. He/she may also consult with whomever he/she believes has information relevant to the appeal. He/she must consult with the HRO prior to issuing a decision.

(c) If the Commander opts to render a decision on the basis of the existing appeal record, the decision must be issued no later than 14 days after his/her receipt of the Step 2 appeal. The decision must include the information required by paragraph 12b(4)(e) below.

(d) If the Commander opts to appoint an investigator, the investigator must complete his/her investigation and submit a report of that investigation not later than 14 days following his/her appointment. It is recommended that the report include seven sections, entitled (1) Authority, (2) Matters Investigated, (3) Facts, (4) Discussion, (5) Conclusions, (6) Recommendations (but only if requested by the Commander), and (7) Index and Exhibits. See AFR 120-3, Chapter 6, for guidance regarding the content of each of these sections.

(e) No later than ten workdays after receipt of the investigator's report, the Commander must render, in writing, a Step 2 decision which must include the following:

1 A summary of the issues.

2 A statement informing the employee of whether the remedy requested in the Step 2 appeal is granted.

3 If the employee is a regular employee, a statement informing him/her that if he/she is not satisfied with the Step 2 decision, he/she may file a Step 3 appeal not later than ten workdays after receipt of the Step 2 decision. (Flexible employees are not entitled to take the appeal to Step 3.)

c. STEP 3:

(1) TIME LIMIT. If the employee is a Regular employee and wants the matter considered further, he/she must deliver or mail the appeal to the HRO not later than ten workdays after receipt of the Step 2 decision. If the appeal is mailed, it must be postmarked not later than ten days after the date of the Step 2 decision.

(2) CONTENT OF STEP 3 APPEAL. The appeal must be in writing, signed by the employee, and dated. It must include:

(a) A statement or clear indication that the letter is a Step 3 appeal.

(b) A summary of the employee's reasons for believing that the Step 2 decision is in error.

(c) A statement describing the specific personal relief sought by the employee, i.e., what does the employee want management to do?

(d) A copy of the Step 1 appeal, the Step 1 decision, the Step 2 appeal, and the Step 2 decision.

(3) ACTION BY THE HRO:

(a) The HRO reviews the appeal to determine whether it (1) is timely and (2) includes the information required by paragraph 12c(2) above. Not later than ten workdays after receipt of the Step 3 appeal, the HRO must comply with paragraph 12a(3)(a) 1 and 2, if applicable.

(b) Not later than ten workdays after receipt of the Step 3 appeal, the HRO forwards the entire appeal record to the MAJCOM Director of MWRS for action.

(4) ACTION BY THE MAJCOM Director of MWRS:

(a) Not later than 14 days after receipt of the Step 3 appeal and the appeal record, the Director shall render, in writing, a Step 3 decision on the basis of the existing appeal record. The Step 3 decision must include the following:

1 A summary of the issues.

2 A statement informing the employee of whether the remedy requested in the Step 3 appeal is granted.

3 A statement informing the employee that the Step 3 decision represents the final decision with respect to the employee's appeal.

(b) If the Director believes that the record is deficient to the extent that he/she is unable to render an informed decision, he/she may send the appeal back to the Installation Commander with a request to gather specific additional facts.

(c) The Director will send the Step 3 decision directly to the employee. He/she will also send a copy of the decision and the appeal record to the HRO.

Section 13 GRIEVANCE PROCEDURES. If the incident giving rise to the grievance is other than a BBA, a removal for cause, or a demotion to a lower grade or pay band for cause, and is otherwise not excluded by the provisions of paragraph 5 above, the grievance shall be processed in accordance with the procedures prescribed by this paragraph. All grievance decision letters must be reviewed by the HRO prior to issuance to the employee.

a. STEP 1:

(1) TIME LIMIT. The employee must present the grievance to his/her immediate supervisor not later than ten days after either (a) the date of the action or incident upon which the grievance is based or (b) the date the employee knew or should have known of such action or incident, whichever is later.

(2) CONTENT OF STEP 1 GRIEVANCE. The grievance must be in writing, signed by the employee, and dated. It must include:

(a) The employee's name, grade, organization, duty phone, home address, and home phone.

(b) The name, organization, duty phone, home address, and home phone of the employee's representative, if any.

(c) A clear indication that the letter is a Step 1 grievance.

(d) A statement of the specific action or incident giving rise to the grievance, including the date on which the incident occurred or action took effect, and the date on which the employee became aware of such action or incident.

(e) A statement of the employee's reason(s) for believing that the action or incident is improper.

(f) A brief explanation of any attempt by the employee to resolve the grievance informally.

(g) A statement of the specific personal relief sought by the employee, i.e., what does the employee want management to do?

(3) ACTION BY THE SUPERVISOR:

(a) The supervisor, in consultation with the HRO, reviews the grievance to determine whether it (1) arises from a matter within the scope of the grievance procedure, (2) is timely, and (3) includes the information required by paragraph 13a(2) above. Not later than ten workdays after the supervisor's receipt of the Step 1 grievance, the HRO must comply with paragraph 12a(3)(a) 1 and 2.

(b) The supervisor must discuss the grievance with the employee and his/her representative. He/she should also consult with the HRO and his/her immediate supervisor. He/she may conduct whatever investigation is necessary to gather information relevant to the grievance. He/she must consult with the HRO prior to issuing a decision.

(c) Not later than ten workdays after receipt of the Step 1 grievance, the supervisor must render, in writing, a Step 1 decision which must include the following:

1 A summary of the issues.

2 A statement informing the employee of whether the remedy requested in the Step 1 grievance is granted.

3 A statement informing the employee that if he/she is not satisfied with the Step 1 decision, he/she may submit a Step 2 grievance to the Squadron Commander not later than ten workdays after receipt of the Step 1 decision.

b. STEP 2:

(1) TIME LIMIT. If the employee wants the matter considered further, he/she must deliver or mail the grievance to the HRO not later than ten workdays after receipt of the Step 1 decision. If the grievance is mailed, it must be postmarked not later than ten workdays after the date of the Step 1 decision.

(2) CONTENT OF STEP 2 GRIEVANCE. The grievance must be in writing, signed by the employee, and dated. It must include:

(a) A clear indication that the letter is a Step 2 grievance.

(b) A summary of the employee's reasons for believing that the Step 1 decision is in error.

(c) A statement describing the specific personal relief sought by the employee, i.e., what does the employee want management to do?

(d) A copy of the Step 1 grievance and the Step 1 decision.

(3) ACTION BY THE HRO:

(a) The HRO reviews the grievance to determine whether it (1) is timely and (2) includes the information required by paragraph 13b (2) above. Not later than ten workdays after receipt of the Step 2 grievance, the HRO must comply with paragraph 12a(3)(a) 1 and 2.

(b) Not later than ten workdays after receipt of the Step 2 grievance, the HRO forwards it to the Squadron Commander for action.

(4) ACTION BY THE SQUADRON COMMANDER:

(a) Upon receipt of the Step 2 grievance, the Squadron Commander must discuss the grievance with the employee and his/her representative. The Commander should also consult with the HRO and the employee's supervisor, may conduct whatever investigation is necessary to gather information relevant to the grievance, and must consult with the HRO prior to issuing a decision.

(b) Not later than ten workdays after receipt of the Step 2 grievance, the Squadron Commander must render, in writing, a Step 2 decision which must include the following:

1 A summary of the issues.

2 A statement informing the employee of whether the remedy requested in the Step 2 grievance is granted.

3 A statement informing the employee that if he/she is not satisfied with the Step 2 decision, he/she may submit a Step 3 grievance to the Installation Commander not later than ten workdays after receipt of the Step 3 decision.

c. STEP 3:

(1) TIME LIMIT. If the employee wants the matter considered further, he/she must deliver or mail the grievance to the HRO not later than ten workdays after receipt of the Step 2 decision. If the grievance is mailed, it must be postmarked not later than ten workdays after the date of the Step 2 decision.

(2) CONTENT OF STEP 3 GRIEVANCE. The grievance must be in writing, signed by the employee, and dated. It must include:

(a) A statement or clear indication that the letter is Step 3 grievance.

(b) A summary of the employee's reasons for believing that the Step 2 decision is in error.

(c) A statement describing the specific personal relief sought by the employee, i.e., what does the employee want management to do?

(d) A copy of the Step 1 grievance, the Step 1 decision, the Step 2 grievance, and the Step 2 decision.

(3) ACTION BY THE HRO:

(a) The HRO reviews the grievance to determine whether it (1) is timely and (2) includes the information required by paragraph 13c(2) above. Not later than ten workdays after receipt of the Step 1 grievance the HRO must comply with paragraph 12a(3)(a) 1 and 2.

(b) Not later than ten workdays after receipt of the Step 3 grievance, the HRO forwards the grievance and the entire grievance record to the Installation Commander for action.

(4) ACTION BY THE INSTALLATION COMMANDER:

(a) The Commander may delegate the authority to render Step 3 decisions to the Support Group Commander, but no lower.

(b) The Commander may either (1) render a decision on the basis of the existing grievance record or (2) appoint an impartial third party to investigate the grievance. He/she may also consult with whomever he/she believes has information relevant to the grievance. He/she should consult with the HRO prior to issuing a decision.

(c) If the Commander opts to render a decision on the basis of the existing grievance record, the decision must be issued no later than 14 days after his/her receipt of the Step 2 grievance. The decision must include the information required by paragraph 13c(4)(d) below.

(d) If the Commander opts to appoint an investigator, the investigator must complete his/her investigation and submit a report of that investigation not later than 14 days following his/her appointment. It is recommended that the report include seven sections, entitled (1) Authority, (2) Matters Investigated, (3) Facts, (4) Discussion, (5) Conclusions, (6) Recommendations (but only if requested by the Commander), and (7) Index and Exhibits. See AFR 120-3, Chapter 6, for guidance regarding the content of each of these sections.

(e) No later than ten workdays after receipt of the investigator's report, the Commander must render, in writing, a Step 3 decision which must include the following:

1 A summary of the issues.

2 A statement informing the employee of whether the remedy requested in the Step 3 grievance is granted.

3 A statement informing the employee that the Step 3 decision represents the final decision with respect to the employee's grievance.

(f) The Commander will send the Step 3 decision directly to the employee. He will also send a copy of the decision and the grievance record to the HRO.

ARTICLE XXII

ARBITRATION:

Section 1 - If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either party within thirty (30) calendar days after issuance of the Employer's final decision, shall be submitted to arbitration.

Section 2 - Within five (5) workdays from the date of the request for arbitration, either party shall request the Federal Mediation and Conciliation Service to provide a list of seven (7) impartial persons qualified to act as arbitrators. The parties shall meet within three (3) workdays after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of seven (7) and will then repeat the procedure. The remaining person shall be the duly selected arbitrator.

Section 3 - The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator in the event: (1) either party refuses to participate in the selection of an arbitrator; or (2) upon inaction or undue delay on the part of either party.

Section 4 - If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

Section 5 - The arbitrator's fee and the expense of the arbitration, if any, shall be borne equally by the Employer and the Union. The arbitration hearing will be held, if possible, on the employer's premises during the regular day shift hours of the basic workweek. All participants in the hearing shall be in a duty status.

Section 6 - The arbitrator will be requested to render a decision as quickly as possible, but in any event not later than thirty (30) days after the conclusion of the hearing, unless the parties mutually agree to extend the time limit.

Section 7 - The arbitrator's award shall be binding on the parties; however, either party may file exceptions to an award with the Federal Labor Relations Authority under regulations prescribed by the Authority. Any dispute over the interpretation and application of the arbitrator's award will be returned to the arbitrator for clarification.

Section 8 - Arbitration under this article will normally be conducted as an oral proceeding and in accordance with the arbitrator's guidelines.

ARTICLE XXIII

PAYROLL DEDUCTION OF DUES:

Section 1 - Eligibility: Any member of the unit who is a member in good standing of the Union may authorize an allotment of pay for the payment of dues for such membership, provided;

- a. The employee has voluntarily completed a request for such allotment;
- b. The employee regularly receives a normal amount of pay on the installation and such pay is sufficient, after other legal deductions, to cover the full amount of the allotment.

Section 2 - Authorization: The procedure and effective dates of authorizations shall be as follows:

a. The Union will inform each of its members of the voluntary nature of authorization for allotment of pay to cover dues and of the prescribed procedures of authorizing an allotment, as well as the provisions and procedures for revoking an authorization;

b. The Union agrees to acquire and distribute to its members the prescribed authorization form (SF-1187) and to receive completed forms from members who request allotments;

c. Allotments authorized on properly completed and certified forms which are received in the NAF Payroll Office five (5) workdays before the beginning of a complete pay period will be processed and the authorized amounts withheld from employees pay for that period.

Section 3 - Withholding: The amount withheld will represent the current dues structure of the Union exclusive of initiation fees, assessments, back dues, fines, and similar charges and fees. A multiple dues structure is permitted, that is a standard amount for all or different amount for different employees as may be specified on Standard Form 1187. In the event there should be any blanket change in the dues structure or amount, a blanket authorization listing each employee's name and social security number and the amount of dues to be withheld will be submitted to the payroll office. In the event there is an individual employee change in dues withholding, the Union agrees to send completed forms (SF- 1187) to the payroll office for each such employee change. All changes to the dues structure will be processed effective the first pay period after the date requested change is received by the payroll office.

Section 4 - NAFFMB WILL TERMINATE DUES CHECKOFF:

a. At anytime the employee is assigned to a position not in the unit, except when an employee receives a temporary promotion or is officially detailed to a position not within the unit;

b. If the Union loses the required recognition under any of the conditions specified in Public Law 95-454. The NAF Payroll Office will terminate allotments for all members as of the end of the pay period during which the recognition is withdrawn;

c. When the employee's pay record is no longer serviced by this office;

d. Upon receipt of notice from the Union that the employee is no longer a member in good standing, with final deduction to be made in the pay period following that in which the notice is received;

e. The payroll office will terminate dues checkoff effective the last day of the first (1st) full pay period after February 1st of each year provided the employee submits a written revocation of allotment (Form 1188) prior to the 1st day of February. New members may revoke their membership one year from the date of beginning of dues deduction. After the initial one year period the annual termination date will apply. Dues will continue to be deducted in accordance with this agreement until the appropriate termination date (one year anniversary or annual termination date) regardless of when the revocation is received;

f. Upon suspension or termination of this agreement by appropriate authority outside DOD.

Section 5 - Remittance of Dues Withheld: Promptly after the close of each pay period the NAFFMB will certify for payment the net amount withheld to be mailed to Local 997, AFGE. The check will be accompanied by a list, in duplicate of the employee members of the Union with current allotment authorizations including a statement showing the total amounts withheld during the preceding pay period. Employees whose pay was not sufficient to cover the full amount of the deduction will also be identified on this list.

Section 6 - Required Notices:

a. The President of the Union will notify the NAFFMB, in writing, within seven (7) workdays when an employee with a current allotment authorization ceases to be a member in good standing.

b. The Union will send to the NAFFMB, within five (5) workdays any written revocation of allotment received by the Union.

c. NAFFMB will send a copy of each written revocation received by the Employer to the Union with the remittance report for the first payroll prepared after receipt of the revocation.

d. When an employee is no longer in the unit, the original SF 1187 will be returned to the Union.

ARTICLE XXIV

EMPLOYMENT CATEGORIES

Section 1 - TYPES OF APPOINTMENTS. There are two types of appointments, regular and flexible. The former Regular Full-time (RFT) and Regular Part-Time (RPT) appointments incorporated into regular appointments. The former Temporary Full-Time (TFT), Temporary Part-Time (TPT), Intermittent On-Call (IOC) and variable schedule (VS) are now incorporated as flexible appointments. Supervisors will determine which type of appointment to use. The following describes the compensation and/or benefits for each type of appointment.

Section 2 - REGULAR APPOINTMENT. Regular employees are guaranteed a minimum of 20 hours to a maximum of 40 hours per week, and they receive benefits. Employees must be given a 24-hour notice of a schedule change. Regular employees are not authorized to hold two regular positions. Employees whose appointments are regular will be eligible for the following benefits and compensation:

- a. Health and Life Insurance
- b. Awards (See awards Section)
- c. Retirement Plan
- d. Leave: Annual, sick, military, administrative, maternity, paternity, and court leave.
- e. Overtime Pay
- f. Holiday Pay
- g. Sunday Premium Pay
- h. Shift Differential
- i. Workers' Compensation
- j. Unemployment Compensation

Section 3 - PROBATIONARY PERIOD. Employees appointed to a regular position will serve a probationary period.

- a. Pay Band NF-I - NF-II employees must serve a six month probation.
- b. Pay Band NF-III - NF-IV employees must serve a 12 month probation.
- c. Child Development (CD) employees must serve a 12 month probation.

ARTICLE XXV

PAY AND ALLOWANCES:

SECTION 1 - PAY ADMINISTRATION

a. Applicability. These provisions apply to all US citizen or bonafide US resident Nonappropriated Fund (NAF) employees except the pay provisions of employees covered under the Crafts and Trades prevailing rates system and Child Development Pay System. Off-duty military personnel are included.

b. Pay Band. The pay band system provides for six Pay Bands that cover the current UA, AS, and PS pay schedules. Pay Band NF-I includes all former AS/PS-1 through 4 positions, Pay Band NF-II includes former AS/PS-5 through 6 positions. Pay Band NF-III includes AS/PS-7 and UA-5 through UA-8. Pay Bands NF-IV includes UA-9 through UA-12. Pay Band NF-V includes UA-13, UA-14, and UA-15. Pay Bands NF-I, NF-II, and the bottom end of NF-III are based on applicable locality wage surveys. Pay rates at the top end of Pay Band NF-III, and Pay Bands NF-IV through NF-VI, approximate the general schedule salaries for GS-5 through GS-18. The pay rate for each Pay Band will be as shown on the wage schedule provided by the DOD Wage Fixing Authority. No pay caps will be applied to any Pay Band except those required by Law or Executive Order. With two weeks notice, either party may request that the parties meet six (6) months after the approval of this agreement for the purpose of discussing (negotiating) pay issues.

(1) On initial hire, the rate of pay within a Pay Band to be assigned to an employee will be determined upon the competitive market, skills, and qualifications of the candidate and the importance of the candidate and the job to the mission of the organization.

(2) There are no within grade increases in this system.

(3) There are two types of pay increases or monetary awards. Management will determine the appropriate increase, if any, and may elect to pay a single-payment award, or increase the base pay, or both.

(4) Management must review employee's salaries annually to ensure employees are being compensated commensurate with their duties, level of expertise, and performance. In addition, activity budgets will be considered.

c. WAGE SURVEY INCREASE/LEGISLATIVE PAY ADJUSTMENTS

(1) Crafts and Trades (NS, NL, NA) employee's wages will be adjusted upon receipt of new regular wage rate schedules from the DOD Wage Fixing Authority.

(2) Increases, as applicable, will be made to the minimum and maximum rates of pay in Pay Bands NF-I and NF-II, and to the minimum rate of Pay Band NF-III when affected by wage survey pay schedules.

(3) Increases, as applicable, will be made to the maximum rate of Pay Band NF-III, and both the minimum and maximum rates of pay for Pay Bands NF-IV through NF-VI when affected by any annual legislative pay increases.

d. VOLUNTARY CHANGE TO LOWER GRADE

When an employee voluntarily requests a change to a lower pay band, if granted, he/she will retain their current rate or receive the maximum rate for the level, whatever is less.

e. PREMIUM PAY

(1) Night shift Differential shall be 7.5% 3PM to Midnight and 10% 11PM to 8AM. This differential is considered basic pay. Night Shift Differential shall be paid when most whole work hours occur between times stated above.

(2) Employees with a basic workweek of 40 hours per week will be entitled to Sunday Premium pay for work performed during their workweek when any part of that work is performed on a Sunday.

Section 2 - Tipped Employees:

a. A tipped employee is defined by the FLSA Section 3 (T) as an employee engaged in an occupation in which they customarily and regularly receive more than 14 dollars a pay period in tips. When an employee is assigned to, and performs nontipped duties, a record will be kept of this time and no tip credit will be charged. (For example: Nontipped duties include general set-up time or clean up time not specifically related to the employee's assigned work area). A record will be kept of paid leave, paid holiday not worked and no tip credit will be charged to these hours regardless of the amount received as tips.

b. When an employee is working in a nontipped position he will be paid at their regular step and grade.

c. A compulsory charge for service, a certain percentage of bill, is not a tip. Such charges are a part of the employer's gross receipts, and where the service charge are imposed and the employee receive no tips from the patrons, the employer must pay the entire minimum wage and overtime as required by the Act.

ARTICLE XXVI

PUBLICIZING THE AGREEMENT:

Section 1 - The Employer agrees to furnish copies of this Agreement to each employee within the unit. Copies will also be furnished to new employees by the Human Resource Office when they are officially assigned to a position that falls within the unit.

Section 2 - The Employer agrees to publish news items concerning the Union and/or union activities, when they are of significant interest to the members of the unit provided it is mutually agreeable.

ARTICLE XXVII

DURATION OF AGREEMENT:

Section 1 - This Agreement will become effective upon approval by HQ USAF and shall remain in effect for three (3) years from the date signed by the parties; however, either party may give written notice to the other, not more than ninety (90) nor less than sixty (60) days prior to the eighteenth (18) month anniversary date, of its intention to reopen, to amend and/or to modify this Agreement.

Section 2 - Either party may give written notice to the other, not more than one hundred eighty (180) nor less than sixty (60) days prior to the three (3) year expiration date, for the purpose of renegotiating this Agreement.

Section 3 - If neither party serves notice to renegotiate this Agreement, the Agreement will be automatically renewed for three (3) year periods, subject to the other provisions of this Article.

Section 4 - This Agreement may be opened for amendment/modifications by the mutual consent of both parties at anytime. In such event, the parties will meet for the purpose of negotiation within thirty (30) calendar days. The refusal of either party to consent to open negotiations under this Section will not be construed as a violation of this Article.

Section 5 - Should any part of any provision of this Agreement be rendered or declared invalid or illegal by reason of any existing or subsequent law, regulation or ruling, the invalidation of such part or provision of this Agreement shall not invalidate any of the remaining parts or provisions of this Agreement, and shall remain in full force and effect.

Section 6 - Supplemental Agreements:

a. During the life of this Agreement, matters appropriate for negotiation will be changes to personnel policies, practices, and matters affecting working conditions within the jurisdiction of the Employer of the Union.

b. During the duration of this Agreement, either party may notify the other in writing of its desire to negotiate supplemental agreements. Supplements will be limited to changes in applicable laws and regulations from higher authority which could affect bargaining unit employees. Duration of supplements would be the same as this Agreement.

Signed this Fourth day of March 1982

FOR THE UNION

C.E. Lanthrip Sr.

C.E. LANTHRIP, SR.
President, Local 997, AFGE

Bernard Ashley

BERNARD ASHLEY
Steward

Susie Jiles

SUSIE JILES
Vice President

FOR THE EMPLOYER

William D. Palmer

WILLIAM D. PALMER
Colonel, USAF
Commander

Damon Mills

DAMON MILLS
Chief Spokesman
Labor Relations Officer

AMENDMENT

To

AGREEMENT

Between

MAXWELL AIR FORCE BASE-GUNTER AIR FORCE STATION

And

INTERDEPARTMENTAL LOCAL NO. 997
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
AFL-CIO

In response to HQ ATC message of 30 March 1982, Articles IX, Section 4C; XI, Section 2; XIII, Section 2, Section 7 and Section 8; are changed and attached superseding and replacing the articles of the same number in the original agreement signed 4 March 1982.

Signed this 9th day of April 1982.

FOR THE UNION

FOR THE EMPLOYER

C. E. Lanthrip, Sr.
C. E. LANTHRIP, SR.
President, Local 997
AFGE

Damon Mills
DAMON MILLS
Labor Management Relations Officer
Maxwell AFB/Gunter AFS, Al

APPROVED

Sammie G. Willson 2 May 82.
SAMMIE G. WILLSON
Acting Chief, Labor and Employee
Management Relations Division
Directorate of Civilian Personnel

William N. Winters
WILLIAM N. WINTERS
Colonel, USAF
Commander

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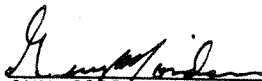
1. Art IX, Sec 4C
2. Art XI, Sec 2
3. Art XIII, Sec 2
4. Art XIII, Sec 7
5. Art XIII, Sec 8

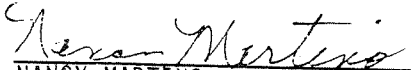
NOTE: Changes reflected in this amendment have been incorporated in the basic agreement.

AMENDMENT
TO
AGREEMENT
BETWEEN
MAXWELL AIR FORCE BASE
AND
INTERDEPARTMENTAL LOCAL NO. 997
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
AFL-CIO

Signed this 1st day of July 1992.

FOR THE UNION


GUY JORDAN
Trustee, Local 997
AFGE

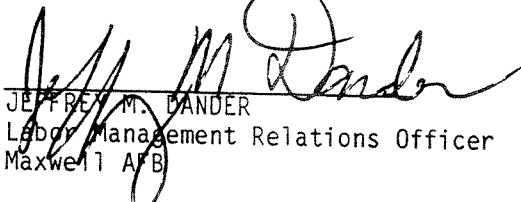

NANCY MARTINO
Local 997, AFGE


APPROVED



CAROLYN COHEN
Chief, Work Force Appeals
and Relations Division
Directorate of Civilian Personnel

FOR THE EMPLOYER

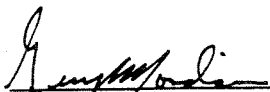

JEFFREY M. DANDER
Labor Management Relations Officer
Maxwell AFB


GERALD R. ADAMS
Colonel, USAF
Commander

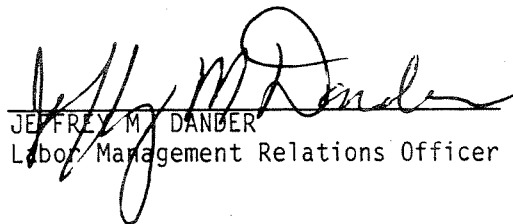
SIDE AGREEMENT

It is agreed that no employees will suffer a loss in pay upon the implementation of Pay Banding.


Signed this 1st day of July 1992.



GOY JORDAN
Trustee, Local 997



JEFFREY M. DANDER
Labor Management Relations Officer

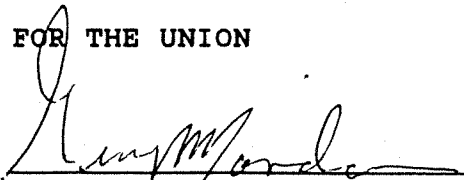


NANCY MARTINO
Local 997, AFGE

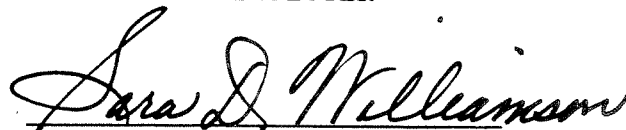
AMENDMENT
TO
AGREEMENT
BETWEEN
MAXWELL AIR FORCE BASE
AND
INTERDEPARTMENTAL LOCAL NO. 997
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
AFL-CIO

Signed this 3rd day of June 1993

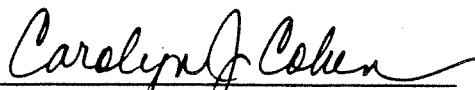
FOR THE UNION

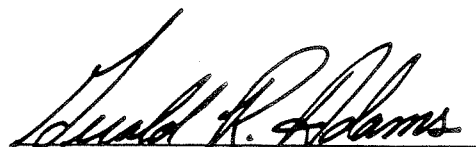

GUY JORDAN
Trustee, Local 997
AFGE

FOR THE EMPLOYER


SARA D. WILLIAMSON
Labor Relations Officer
Maxwell AFB

APPROVED:


CAROLYN J. COHEN
Chief, Work Force Appeals and
Relations Division
Directorate of Civilian Personnel


GERALD R. ADAMS
Colonel, USAF
Commander

25 JUN 1993