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PREAMBLE

Section 1. Policy and Purpose

In accordance with Title VII, Public Law 95-454, this Agreement is entered into by and between Travis AFB, California, hereinafter referred as the "Employer", or "management" and American Federation of Government Employees, AFGE (AFL-CIO), hereinafter referred to as the "Union", and collectively known as the "Parties" pursuant to the statutory authority of the Federal Service Labor-Management Relations Statute, Chapter 71 of Title 5 of the United States Code.

Section 2. Public Interest

The Employer and the Union recognize that the public interest requires high standards of employee performance and the continued development and implementation of modern and progressive work practices to ensure efficient accomplishment of the operations of the Government. Therefore, effective collective bargaining is in the public interest. Consistent with this policy, through the Union, employees are guaranteed the right to participate in the formulation and implementation of personnel policies and practices related to their conditions of employment through collective bargaining. The parties mutually recognize that the Congress of the United States has expressed public policy that labor organizations and collective bargaining in civil service are in the public interest (5 USC 71). The parties will be governed by this agreement, existing and future laws, existing Government-wide rules and regulations and subsequently-enacted Government-wide rules and regulations implementing 5 USC 2302 in accordance with 5 USC Chapter 71.

Section 3. Definitions Applicable to this Agreement

"Days" means calendar days, unless otherwise specified.

"Employee" means bargaining unit employee, unless otherwise specified.

"Position" means bargaining unit position, unless otherwise specified.

Section 4. Relationship to Laws and Government-Wide Rules and Regulations

The parties will be governed by this Agreement, existing and future laws, existing Government-wide rules and regulations and subsequently-enacted Government-wide rules and regulations implementing 5 U.S.C. 2302 in accordance with 5 U.S.C. Chapter 71.

Article 1

UNION RECOGNITION AND COVERAGE OF THIS AGREEMENT

Section 1. Recognition

The Employer hereby recognizes that the Union has been designated and selected by a majority of employees in the unit described below, as their representative for purposes of exclusive recognition, and pursuant to Chapter 71 of Title 5 of the U.S.C., AFGE is the exclusive representative of all employees in the unit in accordance with the Certificate of Representative Case No. SF-RP-02-0017, approved by the Federal Labor Relations Authority on 24 March 2003.

Included:

All professional registered nurses employed by the Department of the Air Force, David Grant U.S. Air Force Medical Center, Travis Air Force Base, California.

Excluded:

All other professional employees, non-professional employees, supervisors, management officials, employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), (7), and employees in other bargaining units.

Article 2

MANAGEMENT RIGHTS

Section 1. Contract Administration, Laws and Regulations

In the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in OPM's Operating Manuals and the Code of Federal Regulations; by published Air Force or DoD rules and regulations in existence at the time this Agreement was approved; and by subsequently published policies provided they do not conflict with the express terms of this agreement, unless such changes are required by law or the Code of Federal Regulations.

Section 2. Management Rights

It is agreed and understood that management retains all its statutory rights under 5 USC Chapter 71.

Section 3. Bargaining Unit Personnel and Positions

The Parties agree that nothing in this agreement shall be interpreted to apply to matters outside the bargaining unit, as defined in the Preamble and Unit Recognition, or to limit or restrict the Employer's right to make decisions regarding or to manage non-bargaining unit personnel or positions.

Article 3 UNION RIGHTS

Section 1. Exclusive Representative Rights

Consistent with 5 USC 7114(a)(2)(A), as the exclusive representative of union employees, the union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the agency and one or more employees or their representatives concerning any grievance, or any personnel policy or practices or other general conditions of employment.

Section 2. Union Rights

It is agreed and understood that the union maintains all its statutory rights under 5 USC Chapter 71, in this article and this contract.

Section 3. Implementation and Impact Bargaining

To the extent that an issue is not already covered by this agreement, and in the event that management intends to make a more than de minimus change in conditions of employment, management agrees to provide the Union President with 14 days notice of the proposed change in conditions of employment. The union will then have 7 days to provide the employer with impact and implementation proposals in writing on the issue.

Section 4. Bulletin Boards

Adequate space will be provided on official bulletin boards for the display of union literature, correspondence, notices, etc. All posting and removal of union material will be done by a designated union representative.

Section 5. Bargaining Unit List

The Employer agrees to furnish a list of names, grades, and organizations of employees in the bargaining unit once per calendar year upon request of the Union.

Section 6. Union By-Pass

Consistent with 5 USC 71, the Employer will not communicate directly with the employees regarding conditions of employment in a manner which will improperly bypass the union under law.

Section 7. Formal Discussions

Consistent with 5 USC 7114(a)(2)(A), as the exclusive representative of union employees, the union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the agency and one or more bargaining unit employees or their representatives concerning any grievance, personnel policy or practices, or other general conditions of employment.

Section 8. Advance Notice

The Employer will give the union sufficient written advance notice including subject matter sufficient to allow the union to exercise its rights.

Article 4 EMPLOYEE RIGHTS

Section 1. Participation in Union.

In accordance with 5 USC 7102 each employee has the right freely and without fear of penalty or reprisal to form, join, and assist any union or to refrain from any such activity. Except as otherwise provided under law, such right includes the right:

- A.** to act for the union in the capacity of a representative, and the right, in that capacity, to present the views of the union to heads of agencies or other appropriate authorities; and
- B.** to engage in collective bargaining with respect to conditions of employment through representatives.

Section 2. Whistleblower Protection.

Employees shall be protected against reprisal of any nature for the disclosure of information not specifically prohibited by law, or Executive Order, which the employee reasonably believes evidences gross mismanagement, a waste of funds, and abuse of authority, or a danger to public or employee health and safety, in accordance with 5 U.S.C 2302(b)(8).

Section 3. Access to Union Representation.

- A.** If an employee wishes to discuss a representational matter with a union representative on duty time, the employee shall seek release from their supervisor, if in a duty status, for the approximate time it will take to hold the discussion. When release is authorized, the employee will contact their steward or the union office for an appointment.
- B.** If the discussion will take place away from the employee's worksite, the employee shall identify the location where s/he can be contacted.
- C.** The supervisor will release the employee from duty unless s/he determines that the presence of the employee at the worksite is necessary to meet current or immediate work requirements. An agreed upon timeframe must be followed unless the supervisor is notified and approves an extension.

Section 4. Formal Discussions.

The union will be given an opportunity to be represented at all formal discussions as defined in 5 U.S.C. 7114(a)(2)(A). Management will notify the union office as far in advance of the formal discussion as is reasonably possible under the circumstances. The union representative will be acknowledged at the beginning of the formal discussion and will be given an opportunity to participate, which includes the opportunity to speak, comment and make statements. However, the union representative will not interfere with or disrupt the meeting or its purpose. Management is under no obligation to delay the start of the meeting if the union representative has been released from duty and is not present.

Section 5. Visiting the Civilian Personnel Office.

Employees have the right to visit the Civilian Personnel Office during duty hours, after obtaining permission from the supervisor to leave the work center, provided the employee's duty hours coincide with the regular office hours of the Civilian Personnel Office. Supervisors may require employees to make an appointment with a specific personnelist prior to releasing the employee from the duty section. Employees who are visiting the Civilian Personnel Office during non-duty time do not need advance permission.

Section 6. Individual Employee Personnel Records

- A.** No individual employee personnel records may be collected, maintained, retained, or disclosed by the Agency except in accordance with law or regulation, including the provisions of the Privacy Act, 5 USC 552a.
- B.** Individual employee personnel records include the Official Personnel Folder (OPF), currently maintained at the Air Force Personnel Center; the Employee Performance File (EPF) currently maintained by the supervisor; the Employee Medical File (EMF) currently maintained by David Grant Medical Center; and the Employee Training and Credentials Files currently maintained by David Grant Medical Center. Other individual employee personnel records that may be collected, maintained, and retained and are subject to Privacy Act requirements are provided for in the Office of Personnel Management's Privacy Act notice. They include such records as: general personnel records, records of adverse actions, performance based reduction-in-grade and removal actions and resignation/termination of probationers, recruiting, examining and placement records, applicant race, sex, national origin and disability status records and position classification appeal records.
- C.** All individual employee personnel records are confidential and must be retained in a secure location. In accordance with the Privacy Act, 5 USC 552a(b)(1), disclosure of individual employee personnel records are prohibited without prior written consent of the individual to whom the record pertains, unless the disclosure is to Agency employees who have a need for the record in the performance of their duties.
- D.** Employees and/or their representatives, who have been so authorized in writing, have the right to examine any of their individual employee personnel records in the presence of a management official. Upon request by the employee, a reasonable amount of duty time will be granted by the employee's supervisor when workload and scheduling permit, usually not longer than 3 workdays after the employee's request, for those records maintained within the David Grant Medical Center. If records are not so maintained, the Agency will promptly initiate action to obtain the records from their physical location and will make them available to the employee as soon as possible.

Section 7. Privacy Act Protection for Collection of Information

In conducting investigations that may result in an adverse determination about an employee's rights, benefits and privileges, the Parties are reminded that the Privacy Act requires that, to the greatest extent practicable, information should be collected directly from the subject employee.

Section 8. Duty of Respect

Employees and managers will be treated with mutual respect. Employees and managers should refrain from coercive, intimidating, loud or abusive behavior.

Section 9. Warrants and Subpoenas

If an employee is served with a warrant or subpoena, it will be done in private to the extent the Agency has knowledge of and can exercise control over the service.

Section 10. Lawful Orders

No employee will be disciplined or retaliated against solely as a result of carrying out the lawful instructions of an Agency management official with real or apparent authority. If there is a disagreement between the employee and the management official, the employee will comply with the instructions and, if desired, grieve the matter later.

Section 11. Timely and Proper Compensation

- A.** All employees are entitled to timely receipt of all wages earned. Employees are responsible for reviewing their leave and earnings statements (LES) and notifying their supervisors of any unexplained changes or irregularities. Employees may access their LES at work. Employees are responsible for arranging the timely repayment of overpayments. An employee who wishes to request a waiver must submit an application for waiver of erroneous payment through the Civilian Payroll Liaison utilizing the DD FORM 2789, Waiver Remission of Indebtedness Application, available at:
<http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfo2342.html>
- B.** All employees are required to use direct deposit for salary payment unless the employee meets the requirements for waiver under 31 CFR 208.
- C.** Obtaining an emergency salary payment under false pretenses may serve as the basis for disciplinary action.

Section 12. Voluntary Activities

- A.** Employee participation in the Combined Federal Campaign, Blood Drives, Bond Campaigns or other worthy projects will be on a voluntary basis. This does not preclude giving general publicity and encouragement to employees to participate. Participation or non-participation will not advantage or disadvantage employees. Employees who desire to participate in voluntary activities that are not Agency-sponsored or approved should consult with the Agency's Ethics Officer (in the Base Legal Office) to be sure there is no ethical conflict between the employee's official duties and the voluntary proposed activities.

- B.** Employees who wish to participate in voluntary activities, including special emphasis programs and other Agency-sponsored or approved activities must first obtain approval for any and all absences from the duty section from their supervisor. Failure to do so may subject the employee to disciplinary action.

Section 13. Dress Code

- A.** All employees must convey a professional image in the performance of their duties. Employees will comply with reasonable standards for dress and grooming, appropriate to the work environment and type of position held. Supervisors are responsible for communicating to employees about appropriate attire and grooming standards. This may include establishing a requirement for a uniform.
- B.** A dress code promotes the Agency's professional image to our beneficiaries, providers, and other stakeholders and focuses attention on excellence and professionalism in the performance of the Agency's mission.
- C.** On Monday through Thursday, employees are expected to dress in appropriate business office or medical ward attire. Managers may grant exceptions based upon the nature of work assignments or the location in which the work is being performed.
- D.** On Fridays, employees may choose to dress in business casual attire. Business casual attire is neat and professional attire that reflects an appropriate, positive image of the Agency while promoting a comfortable work environment for employees.

Section 14. Use of Government Equipment

- A.** Employees are authorized to use official telephones to receive or place telephone calls of an immediate or urgent nature. However, this shall not be construed to permit any long distances charges, nor are employees allowed to make excessive use of government telephones or calls of other than an immediate or urgent nature.
- B.** Employees may use government equipment, such as typewriters, computers, facsimile machines, or copiers when working on union or EEO business; however, employees are not authorized to use government equipment for personal business.
- C.** Privacy Expectations: Employee users of government equipment and resources do not have an expectation of privacy while using such equipment or resources at any time, including the limited times of permitted personal use as set forth in this article.

D. General Internet and Email Provisions

1. Agency Internet and Email resources are the property of the Agency and any use of such resources is made with the understanding that such use is not secure, private or anonymous.
2. Employees using the Agency's Internet and Email resources are subject to having activities monitored by system or security personnel without any further specific notice.
3. Employees should be aware that, when they access the Internet using Internet addresses and domain names registered to the Agency, or when they use Email under their official duty Email address, they may be perceived by others to represent the Agency. Employees shall not use the Internet or Email for any purpose that would reflect negatively on the Agency or its employees.
4. Employee Responsibilities: Use of government equipment and resources to accomplish work-related responsibilities will always have priority over personal use. Employees shall comply with the following requirements:
 - a. Personal files obtained via the Internet may not be stored on individual PC hard drives or on local area network (LAN) file servers.
 - b. Official video and voice files may not be downloaded from the Internet except when they will be used to serve an Agency approved function.
 - c. Internet and Email etiquette, customs and courtesies shall be followed when using government equipment or resources.

Article 5
OFFICIAL TIME AND UNION RECOGNITION

Section 1. Recognition

The Employer agrees to recognize the designated steward of the unit. When a meeting is scheduled by the union and a representative of the AFGE National or District Office will represent an employee or the unit, the union representative will give at least 24 hours advance notice to the Labor Relations Officer.

Section 2. Steward

The Employer agrees to provide official time to carry out representational duties pursuant to this article for one steward from employees within the bargaining unit to represent employees within the unit. The Union will provide the Employer with the name of the designated steward. The unit steward will be provided official time in accordance with the terms of this agreement to represent members within the unit only.

Section 3. Amount of Official Time

A reasonable amount of official time will be granted to the unit steward, for representational purposes when meeting with unit employees and/or managers. Official time is authorized, mission permitting, for any meetings scheduled or agreed to by the Employer. It is agreed and understood that any authorization of official time is solely to permit release of the union representative from the normal work schedule.

Section 4. Internal Union Business

Official time is not authorized for any tasks related to internal union business as provided in law and decisions of the Authority, including but not limited to collection of dues or recruiting new members. In addition, it is agreed and understood that any use of official time in this contract relates solely to issues in the bargaining unit covered by this agreement.

Section 5. Obtaining Release.

- A. Official Time Log:** A steward desiring release to perform authorized duties on official time permitted in this agreement must make a request to the supervisor or designee, outlining the purpose of the official time, including but not limited to identification of the task to be performed (i.e., writing up a Step 1 grievance, intake meeting, etc.), estimated length of official time, and including the phone number and destination where the steward may be reached. This is done in a running log detailing the use of official time. If the supervisor is unable to release the steward at the requested time due to workload or work in progress, the supervisor shall specify an alternate time that will usually be within 24 hours.
- B. Meeting in Employee's Workcenters:** When meeting an employee at the employee's workcenter, the steward must first make arrangements with the supervisor of the represented employee, who will identify a location with reasonable privacy for the employee and union steward to confer. The steward may not "drop in" on the represented employee's workcenter to conduct union business.

- C. **Return to duty:** The steward will accomplish the authorized duties and return to the regular workcenter following completion, and let the supervisor know of their return. The supervisor will enter the return to duty time on the log and the steward will initial it.

Section 6. Labor Proceedings

This article does not cover official time which is required by 5 U.S.C. 7131 (a) and (c), which includes purposes relating to negotiation and FLRA/FSIP proceedings but does allow for official time for representation in statutory appeal processes when the steward is representing a bargaining unit employee.

Article 6 LABOR-MANAGEMENT COOPERATION

Periodic meetings may be scheduled by mutual agreement between the 60th Medical Group Commander and/or Designee and the Union to discuss topics of mutual concern regarding this bargaining unit. Further, the Employer agrees that official time for other than a bargaining unit employee may be permitted when it promotes effective labor-management relationships. This determination is at the sole discretion of management. The Labor Relations Officer or designee will attend these meetings.

Article 7 UNION REQUESTS FOR INFORMATION

As required by 5 USC 7114, the Employer will cooperate in providing information or data to the union which is reasonably available, and necessary for the union to carry out its representational duties.

- A. Requests for information will be made to the Labor Relations Officer and will include a description of the particularized need for the requested data.
- B. Where the Employer so requests, the Union will provide further clarification of the issues in the grievance or other issue to be resolved.

Article 8 NEGOTIATED GRIEVANCE PROCEDURE

Section 1. Purpose and Definitions.

- A.** The purpose of this Article is to provide a mutually acceptable method for the prompt settlement of grievances filed by employees or the parties. The Parties earnestly desire that these grievances and complaints should be settled in an orderly and prompt manner so that the efficiency of the Agency may be maintained and morale of employees will not be impaired. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisor's level. The Employer and the Union agree that every effort will be made by management and the aggrieved party to settle grievances at the lowest possible level. Employees and their representatives will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjustment of grievances. The parties agree to raise any question of grievability or arbitrability of a grievance within the written answer at any step of this procedure.
- B.** The Grievance Procedure agreed upon herein shall be the sole procedure, applicable only to the Employer, the Union, and Bargaining Unit Employees, for the consideration of grievances, with the exception of Alternate Dispute Resolution processes, as described in Article 9. For the purposes of this negotiated agreement:
1. An Employee Grievance is defined as any dissatisfaction, dispute, or complaint by a Bargaining Unit Employee against the Employer concerning conditions of employment to include personnel policies, practices, and matters affecting working conditions of the employee that are within the authority of the Employer.
 2. A Union Grievance is defined as a dispute concerning the interpretation or application of this Agreement, or misapplication of any law or regulations affecting bargaining unit conditions of employment when the matter relates to overall operations or policies. A Union Grievance shall be submitted by the Union President, or designee to the Medical Group Commander with a copy to the Labor Relations Officer.
 3. An Employer Grievance is defined as a dispute concerning the interpretation or application of this Agreement, or misapplication of any law or regulation affecting bargaining unit conditions of employment when the matter relates to overall operations or policies. An Employer Grievance shall be filed by the Civilian Personnel Officer, or designee to the Union President.

Section 2. Exclusions.

Matters excluded from consideration under the Grievance procedure include, but are not necessarily limited to the following:

- A.** Any claimed violation related to prohibited political activities.
- B.** Retirement, life insurance, or health insurance.
- C.** A suspension or removal for National Security Reasons, Section 7532.
- D.** Any examination, certification, or appointment.
- E.** The classification of any position that does not result in the reduction in grade or pay of an employee.
- F.** Informal and proposed disciplinary actions.
- G.** Matters for which no form of personal remedy is specified by the grievant.
- H.** Non-selection from among a group of properly ranked and certified candidates except where claims of procedural violations or non-merit considerations are involved.
- I.** Termination of a temporary promotion or detail where the work requirement no longer exists.
- J.** Non-adoption of a suggestion.

Section 3. Appeal and Grievance Option

An employee affected by discrimination may file a grievance under this procedure or an EEO complaint, but not both. An employee who is removed or demoted to a lower graded position based on unacceptable performance or adverse action may file a grievance under this procedure or appeal the action to the Merit Systems Protection Board, but not both. An employee has made an election of forum (chosen which avenue they wish to use) pursuant to 5 USC 7121(e) when the employee files an EEO complaint, an MSPB appeal, or a written Step 1 grievance.

Section 4. Use of Duty Time

Reasonable time during working hours will be allowed for employees to meet with their Union representatives to discuss, prepare for and present grievances, including attendance at meetings with employer officials.

Section 5. Procedures—Employee Grievance

The following procedure shall be exclusively used for the submission of employee grievances to the Employer under this Article.

A. Step 1

1. A written grievance shall be filed with the first level supervisor. The written document must state that it is a grievance. The grievance may be presented by the concerned employee, with or without a union representative. Grievances must be presented within 21 days from the date of the occurrence of the event that gave rise to the grievance.
2. If an employee presents a grievance directly to the Employer on his own behalf without union representation for adjustment consistent with the terms of the agreement, the Union must be notified and given the opportunity to have a union representative present to protect the rights of the bargaining unit at this step or any other step.
3. The first level supervisor will provide a written answer within 14 days of receipt of the grievance or meeting whichever is later.
4. If dissatisfied with the Step 1 decision, the Employee/Union may proceed to Step 2 as described below.

B. Step 2

1. If the grievance is not settled at Step 1, the union representative may, within 7 days, forward the grievance to the Squadron Commander for further consideration.
2. Upon request, the Squadron Commander will hold a meeting to hear the grievant's or Union representative's oral presentation. If an employee presents a grievance directly to the Employer on his own behalf without union representation for adjustment consistent with the terms of the agreement, the Union must be notified and given the opportunity to have a union representative present to protect the rights of the bargaining unit at this or any other step.
3. The squadron commander will provide a written answer within 14 days of receipt of the grievance or meeting whichever is later.
4. If dissatisfied with the Step 2 decision, the Employee/Union may proceed to Step 3 as described below.

C. Step 3

1. If the grievance is not settled at Step 2, the union representative may, within 7 days, forward the grievance to the 60th Medical Group Commander for further consideration.
2. The 60th Medical Group Commander will review the grievance, schedule a meeting with the employee and/or union representative within 7 days after receipt of the grievance, and provide a written answer within 14 days after the meeting.

Section 6. Invoking Arbitration

If the grievance is not satisfactorily settled at Step 3, the Union President or his designee may refer the matter to arbitration within 14 days of final decision in accordance with the provisions of Article 10 of this agreement.

Section 7. Time Limits

All time limits in this article may be extended by mutual consent. Failure on the part of either party to meet any of the time requirements of the procedure will mean that the other party may elevate the grievance to the next step.

Section 8. Union Grievances.

Union grievances for this bargaining unit will be submitted in writing by the Union President or designee to the 60th Medical Group Commander with a copy to the Labor Relations Officer. The commander will meet with the Union representative within 14 days after receipt of the grievance to discuss it. The Group Commander shall give the Union a written decision within 14 days after the meeting. If the Union is dissatisfied with the decision rendered in this Section, it may invoke arbitration in accordance with Article 10.

Section 9. Employer Grievances.

Employer grievances are submitted in writing by the Civilian Personnel Officer, or designee, to the Union President. The Union President or a designee and the Civilian Personnel Officer or designee will meet within 7 days after receipt of the grievance to discuss it. The Union shall give a written decision within 14 days after the meeting. If the Employer is dissatisfied with the decision of the Union rendered in this Section, it may invoke arbitration in accordance with Article 10.

Article 9

ALTERNATE DISPUTE RESOLUTION

Section 1. Policy and Purpose

The Parties may mutually agree to use a variety of Alternate Dispute Resolution (ADR) procedures to try to resolve selected problems that occur in the day to day relationship of the parties. Either Party may request the use of ADR to resolve issues such as grievances or discrimination complaints. Time limits of the grievance procedure will be extended when the Parties elect to use ADR.

- A.** In the case of Unfair Labor Practice allegations, both Parties will usually attempt to settle such issues informally prior to filing a complaint with the FLRA.
- B.** The goal of ADR is to resolve problems promptly, in a WIN/WIN manner. No fault settlements may be appropriate to craft effective solutions, without allocating blame, which will contribute to improved relations between the Parties.

Section 2. Peer Group Review

- A.** The parties agree that the use of this process will be voluntary on the part of both the grievant and the management official involved in the dispute. If both agree to participate, the Peer Group Review will substitute for Step 1 of the Negotiated Grievance Procedure (NGP), Article 8 of this Agreement.
- B.** The Peer Group will consist of an equal number of neutral Union members from this bargaining unit and Management personnel, usually 2 of each. This number can be varied on a case-by-case basis, depending on the issues involved in the grievance. The Union President or his designee and the Labor Relations Officer, have the discretion to mutually make this decision.
- C.** Matters, which are excluded from the NGP, are also excluded from the Peer Group Review process. The following types of individual grievances may be considered eligible for this process:
 - 1. general working condition issues
 - 2. miscommunications
 - 3. performance appraisals
 - 4. distribution of overtime and/or comp time
 - 5. leave and attendance problems

- D.** The purpose of this article is to provide a mutually acceptable method for the prompt settlement of grievances filed by employees or the parties. The Parties earnestly desire that these grievances and complaints should be settled in an orderly and prompt manner so that the efficiency of the Agency may be maintained and morale of employees will not be impaired. Most grievances arise from misunderstandings or disputes that can be settled promptly and satisfactorily on an informal basis at the immediate supervisor's level. The Employer and the Union agree that every effort will be made by management and the aggrieved party to settle grievances at the lowest possible level. Employees and their representatives will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjustment of grievances.

Article 10 ARBITRATION

Section 1. Invoking Arbitration

- A.** If a grievance is not resolved through the negotiated grievance procedure, the Union or the Employer may, within 14 days of the final decision, invoke arbitration by notifying the other party in writing. The Union or the Employer may request expedited arbitration in accordance with Section 7 of this article. Even though arbitration has been invoked, this does not preclude the use of ADR or further settlement efforts.
- B.** Arbitration may only be invoked by the Union or the Agency. Invocation for arbitration will be filed with the Labor Relations Officer (employee or union grievance) or the Union President (management grievance).

Section 2. Selection of an Arbitrator

- A.** Within five (5) workdays from the date of the request for arbitration, the Parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to provide a list of five (5) persons qualified to act as arbitrators.
- B.** Within seven (7) days of receipt of said list from FMCS representatives of the Parties shall meet to select an impartial arbitrator. Failing to reach agreement on one of the names on the list, representatives of the Union and the Employer shall alternately strike one arbitrator's name from the list of five (5) arbitrators until only one (1) name remains. Initial striking shall be determined by chance. The remaining name shall be the duly selected arbitrator.
- C.** If a Party refuses to participate in the selection of an arbitrator, the case shall be deemed resolved in favor of the other Party.

Section 3. Arbitrator's Decision Requirement

The arbitrator will be requested to render a decision as quickly as possible, not to exceed thirty (30) days beyond the end of the hearing or date agreed upon at the end of the hearing for the submission of post-hearing briefs. The thirty (30) day requirement will be annotated as a special condition on the Arbitration Panel Request.

Section 4. Cost of Arbitration

- A.** The Parties agree to share equally all costs of arbitration to the extent permissible by law and/or regulation. The arbitration hearing will be held, if possible, on the Employer's premises during normal duty hours (0730-1630). Employees required to be present at the hearing shall be in a duty status.
- B.** The cost of a shorthand reporter or transcript where such is mutually agreed upon by the Parties or where requested by the arbitrator, shall be shared equally by the Parties. Absent mutual agreement, either Party may unilaterally request that a transcript be prepared but must bear all costs incurred in its preparation.

Section 5. Scope of the Agreement

The arbitrator's decision will be limited to the grievance presented and must be answered within the framework of this Agreement. The Arbitrator will have no authority to add to, subtract from, alter, amend or modify any provision of this Agreement. Any questions of interpretation of agency regulations will be referred to the Office of Primary Responsibility (OPR) for interpretation. If the Employer or the Union cannot accept the arbitrator's award, then either Party may file an exception to the award with the Federal Labor Relations Authority (FLRA) under applicable regulations and procedures. The Party taking exception will assure notification of the other Party including service of applicable documents as required by regulation or procedure.

Section 6. Arbitration Procedures

- A. Hearing Arrangements.** Upon notification through FMCS to the arbitrator of their selection, representatives of the Employer and Union shall jointly make arrangements for the hearing on a mutually acceptable date. The Parties shall make every effort to schedule arbitration hearings arising hereunder within thirty (30) days of notification by the selected arbitrator of their availability.

- B. Grievability and/or Arbitrability Determinations.** The arbitrator shall have the authority to make all grievability and/or arbitrability determinations. If the arbitrator determines there is a reasonable basis that the issue is arbitrable, he/she will hear the merits of the underlying grievance and decide the issues together.
- C. The Arbitrator's Authority.** The arbitrator's authority is limited to deciding only the issue or issues considered in the grievance. If the Parties fail to agree on a joint stipulation of the issue for arbitration, then each shall submit a separate stipulation and the arbitrator shall determine the issue or issues to be heard.
- D. Order of Proceedings.** The order of proceedings will be determined by the arbitrator. All parties will be entitled to call and cross-examine witnesses.
- E. Binding Award.** The arbitrator's award shall be binding on the Parties and implemented upon receipt, unless appealed. Either Party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority (FLRA).
- F. Disputes.** Any dispute over the application or interpretation of an arbitrator's award, including remanded awards, shall be returned to the arbitrator for settlement.
- G. Witnesses.** The Employer agrees that a reasonable number of relevant witnesses, who are employees of the Employer and who are otherwise in a duty status, shall be excused from duty to provide testimony in arbitration hearings arising under this article. Such employees shall not suffer a loss of pay or charge to leave. In order to provide for availability, the Employer must receive a list of proposed union witnesses, in writing, at least fourteen (14) days prior to the scheduled hearing date of the arbitration.

Section 7. Expedited Arbitration

By mutual agreement, the Parties may request a decision from the arbitrator without a hearing. This will be done by reducing the issue(s) to writing, stipulating facts, outlining intended offers of proof, authenticating proposed exhibits, and providing position briefs for the arbitrator's use in deciding the grievance.

Article 11

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Section 1. Complaints.

- A.** Any employee who seeks to file a complaint shall have the right to select a representative of their own choosing, which may be a union representative. The Parties agree that employees have the right to file and pursue discrimination complaints on their own behalf, with or without designating a union official as their personal representative in the discrimination complaint. During duty time employees and representatives who are also employees of the Agency must seek approval from their supervisors prior to leaving their work centers.

- B.** An employee has the option of filing a complaint under the Negotiated Grievance Procedure (Article 8) or under the agency EEO complaint procedure, but not both. Should the employee elect to file a grievance under the Negotiated Grievance Procedure, he/she does not have an automatic right to an arbitration hearing because only the Union can invoke arbitration for an employee grievance.

- C.** Supervisors must:
 - 1.** Treat all employees fairly and equitably in all matters related to employment.

 - 2.** Implement, by action and deeds, the commander's commitment to and support of the Air Force EEO Program.

- D.** All employees have a responsibility for a positive commitment to equal employment opportunity. Employees must respectfully treat all other employees as peers, and abstain from actions or comments that suggest or imply discriminatory behavior.

Section 2. Procedures

- A.** An employee who elects to pursue the EEO Statutory Procedure must consult an EEO counselor in order to try to informally resolve this matter. The employee must initiate contact with an EEO counselor within forty-five (45) days of the matter which caused the employee to believe he/she was discriminated against. In the case of a personnel action, the contact must be made within forty-five (45) days of the effective date of the action.

- B.** EEOC Regulations require all agencies to establish or make available Alternate Dispute Resolution (ADR) programs for the EEO complaint process. The EEO Office will provide the complainant and appropriate management official an opportunity to elect to use a variety of ADR programs such as, but not limited to, the established Peer Group

Review process and mediation. If implemented at Travis AFB, employees may also elect to utilize the Air Force EEO Pilot Program CORE (Compressed, Orderly, Rapid, Equitable) Process. Either party may decline the use of any of these ADR programs.

- C. The EEO Office shall assure that employees are notified within 30 days after they filed their informal complaint with the EEO office, that they have the right to file a formal complaint even if the EEO Counselor is late in conducting the final interview. The date the employee filed the informal complaint is the date the employee first made contact with the EEO Office to initiate a complaint.
- D. Although the Union might not have the right to participate in every EEO meeting, the Agency may want the Union representatives involved in selected cases involving bargaining unit employees.

Article 12

PROMOTIONS, REASSIGNMENTS and DETAILS

Section 1. Noncompetitive/Competitive Promotions

- A. Noncompetitive procedures. Except where otherwise governed by the terms of this agreement, noncompetitive promotions will be accomplished in accordance with applicable regulations.
- B. Competitive procedures. Competitive promotions will be made from certificates prepared through the application of evaluation factors such as experience, training, education, certifications, licenses, supervisory appraisals of employee performance, and other appropriate factors.

Section 2. Area of Consideration.

Except where the vacant position is covered by an established career program, the minimum area of consideration for positions within the bargaining unit will be the organization where the vacancy exists. A special limited area of consideration may be used by the Employer when appropriate to facilitate funding and ceiling restraints and to preclude reduction in force.

Section 3. Self-Nomination

Employees will be considered for positions for which they are eligible and for which they self-nominate on-line in accordance with applicable regulations. Consideration will be given to eligible employees applying for or identified for promotion consideration as required by applicable merit promotion regulations. The Parties agree, that once priorities are cleared, supervisors can select from any source according to Law.

Section 4. Vacancy Announcements for Competitive Actions

- A.** Vacancy announcements will be used to advertise positions and will be open for a period of not less than three days.
- B.** Content of Vacancy Announcements. Vacancy announcements will provide a clear, summary statement of duties, and provide a statement of the basic qualifications to include education, experience, training, certifications, licenses, and other skills required to perform the defined duties.

Section 5. Interviews

Interviews are optional. If the Employer chooses to interview, and a candidate is not available for interview within a reasonable period of time (3 days), the Employer may review the appropriate promotion brief.

Section 6. Reassignments

Reassignments may be processed noncompetitively to a position with no known promotion potential beyond that of the employee's current position or that which the employee has held on a permanent basis. Reassigned employees must meet basic and statutory qualification requirements of the position to which they are assigned or meet the requirements of an approved modification of qualifications.

Section 7. Details

A detail is an assignment on a temporary basis of an employee to perform duties not covered by the official description or definition of the employee's position or rating to another position or rating, or to an unestablished position for the temporary periods of time authorized by the Office of Personnel Management and Employer regulations. Details beyond thirty (30) days should be documented by processing a Request for Personnel Action (RPA).

- A.** If an employee is detailed to a higher graded position for longer than sixty (60) days and the employee desires to return to their original position, management will seek qualified volunteers to replace the employee. If no qualified volunteers are available, the Employer will either terminate the detail or the Employee will remain in the higher graded position and receive a temporary promotion.
- B.** While detailed, the employee will work the schedule established in the detail position or unit.
- C.** It is agreed that no detail will be made to evade the principles of fairness or recruitment through open competitive examinations.

- D. The Employer will record details of less than thirty (30) days in the supervisor's working file. However, in order to obtain credit in the official personnel file and the automated data system, employees are responsible for submitting an OPM Form 612 (or similar document) to include periods of unofficial detail.

Section 8. Other Duties as Assigned

The Parties agree that employees will be assigned to work that is appropriate to their job description. The phrase "other duties as assigned" means duties related to the basic job. This phrase will not be used to regularly assign work to an employee that is not reasonably related to his/her basic job description. However, the Employer may also assign additional or incidental duties.

Article 13

TOURS OF DUTY AND HOURS OF WORK

Section 1. General

The parties agree that the following hours of work provisions will apply to all employees in this bargaining unit:

- A. The administrative workweek shall be seven (7) consecutive days beginning at 0001, Sunday, and ending at 2400 the following Saturday. The basic workweek for employees not on an AWS consists of five (5), eight (8) hour workdays.
- B. The basic non-overtime workday shall not exceed eight (8) hours for employees not on an AWS.
- C. The occurrence of holidays shall not affect the designation of the basic workweek.
- D. The Employer may authorize any change to a lunch period, if mission requirements require such a change or if the employee requests a longer lunch period. The normal meal break for bargaining unit employees will be a 30 minute unpaid lunch. An employee may go to his/her supervisor, at any time, to request a longer lunch period. The meal period shall occur approximately in the middle of the shift. The supervisor may establish staggered lunch period to ensure coverage.

- E. Regardless of an employee's schedule, or the hours of work established within any workcenter, upon request of an employee, the supervisor may approve minor deviations in the starting and quitting time for a particular employee, on a temporary or semi-permanent basis, based on special circumstances of the employee warranting such action. These changes (if purely for the benefit of the employee) will not be approved if additional costs to the agency in the form of premium pay would result.

Section 2. Rest Breaks

Normally, employees will be granted two paid 15-minute rest periods—one during the middle of the first half and one during the middle of the last half of each shift. The breaks will be coordinated with the supervisor or charge nurse in accordance with workload commitments. Employees who are assigned to office environments may be allowed less formal breaks, workload permitting, the cumulative total of such time not to exceed 30 minutes per shift. In any event, rest periods are not to be granted in conjunction with the lunch hour or to allow an early departure from work at the end of the shift. Employees who are on breaks should not disrupt the workflow of other work areas.

Section 3. Shift Selection Procedures.

Management will provide due consideration to seniority and volunteer status as may be practicable for shift rotations where more than one shift is in use. A history record of employees involved in shift changes/rotations shall be maintained and made available for review to personnel on all shifts.

Section 4. Temporary Shift Changes.

This procedure may be used to meet fluctuations in mission requirements, to accommodate training classes or physical exam requirements, or to substitute for personnel absent due to TDY, leave, vacancies. Temporary shift changes for individual employees shall be rotated equitably among all qualified employees. The employer will assure so far as practicable that affected employees receive at least eight (8) hours off between such changes and twelve (12) hours if possible. The employee will return to their normal shift upon completion of the temporary change.

Section 5. Notice of Changes.

Employees will be provided seven (7) days notice of a permanent change of shift or days off, except that the Employer may adjust shifts or days off to meet mission needs at any time before the beginning of the administrative workweek if the provisions of law and regulation are met.

Section 6. Compressed Work Schedules (CWS)

- A.** In Outpatient Units, management may elect to permit employees to utilize the 5/4/9 compressed schedule (in each pay period, the employee would work one week of five 9-hour shifts; and one week of three 9-hour shifts and one 8-hour shift, in various configurations) if the manning and mission of the unit permits. Otherwise, all outpatient unit employees will be scheduled for Mondays through Fridays, for 8-hour days (5/8s).
- B.** Inpatient units will utilize the 6/1/12 compressed schedule (in each pay period, the employee would work six 12-hour shifts and one 8-hour shift, in various configurations) if the manning and mission of the unit permits.
- C.** In units that do not have any current alternative work schedule approved at this time, nothing will preclude the Parties from voluntarily agreeing to implement coverage under one of the compressed work schedules described in this section.
- D.** When a Holiday occurs, the employee's holiday will be the number of hours scheduled for that day.
- E.** Management may temporarily discontinue any existing CWS based on the mission of the agency.

Article 14 HOLIDAY WORK AND OVERTIME

Section 1. Policy and Purpose

Management reserves the right to require overtime when appropriate.

- A.** When the Employer determines it is necessary, the Employer may direct all or some employees to perform mandatory overtime or holiday work. Employees may request excusal from the mandatory overtime by presenting specific information concerning their personal hardship to the supervisor for the supervisor's consideration.
- B.** The Parties acknowledge that the Employer's determination of who is "qualified" for a particular assignment may include the need for "project continuity", using the employee's special skills or abilities as they relate to the project.

- C. In the assignment of scheduled overtime, under circumstances where the need is known sufficiently in advance, the Employer agrees to provide the employee with advance notice. Any employee designated to work scheduled overtime on days outside the basic workweek or as an extension of the duty day will be notified no later than the start of the scheduled lunch period on the day preceding the overtime. When the work is to be performed on a Holiday, or the day to be observed by the employee as a holiday, two days advance notice will be given to the employee affected.

Section 2. Rotation of Holidays and Overtime.

Workcenters that have more than one bargaining unit nurse per shift will establish a fair and equitable rotation system for holidays and overtime among qualified employees.

Section 3. Compensatory Time Off.

Employees who are exempt from FLSA may be required to accept compensatory time off in lieu of overtime pay. Compensatory time off, if approved, is granted on the basis of one hour off duty for one hour worked. No employee may be given compensatory time off for working on a holiday, or a day observed as a holiday, but must be paid the holiday pay.

Article 15

POSITION CLASSIFICATION

Section 1. General

Employees will be furnished a current, accurate copy of the description of the position to which assigned at the time of assignment, to include the principle and grade controlling duties, and responsibilities of the position.

Section 2. Changes

Employees will receive a new description when significant changes to their position occur. Pen and ink changes may be accomplished for minor adjustments and will be made known to employees, and the employee will initial and date changes. The Union President will be notified in advance when an action is to be taken that will have an adverse effect on an employee's pay or employment status.

Section 3. Appeals

- A.** An employee who is dissatisfied with the classification of his/her position should first contact the supervisor. The supervisor can answer questions and clarify duties. If the supervisor is unable to resolve the problem, the Employee may contact the servicing classifier to arrange a meeting to discuss the dispute. If the classifier is unable to resolve the issue, an appeal may be filed by the affected employee. An employee may file a classification, job grading appeal at any time through appropriate channels.
- B.** Procedures for filing classification appeals may be found on the Office of Personnel Management (OPM) website (www.opm.gov).
- C.** Upon request, employees or their representative who elect to appeal the classification/job grading of their position will be provided a copy of all pertinent information which is part of the classification/job grading appeal file.

Article 16

PERFORMANCE APPRAISALS AND FEEDBACK

For the purpose of this agreement, performance discussions and feedback sessions are not considered formal discussions.

Section 1. Annual Appraisals

In accordance with the established Air Force Personnel Management System, all bargaining unit employees will receive an annual performance appraisal.

- A.** The appraisal will be based on a comparison of the employee's performance with the standards and elements established for the appraisal period.
- B.** The annual appraisal will be reviewed and approved by a reviewing official. Ratings of record will not be communicated to the employees prior to the approval by the final reviewer.
- C.** The appraisal will be issued in writing to the employee within 30 days of the appraisal effective date.
- D.** New employees to the Agency for less than 90 days prior to the closeout will receive a delayed annual appraisal upon completion of the 90-day minimum period.

Section 2. Review of Expectations

- A.** The supervisor will be responsible for informing an employee of the critical elements and performance standards of the position and accomplishing the appraisal rating.
- B.** Work units/teams are encouraged to develop mutually agreed-upon goals, based on the mission of the organization. These goals should be shared with all work unit/team members.
- C.** Orientation Sessions:
 - 1.** An orientation briefing will be provided to all new employees entering on duty by the employee's supervisor and will be an oral discussion to explain, clarify and communicate the employee's job responsibilities, as articulated in the employee's position description and/or performance plan. The purpose of this discussion is to ensure that there is a clear and common understanding of the duties and responsibilities contained in the employee's position description and/or performance plan.
 - 2.** Subsequent orientation sessions may be appropriate when there is a change in the work situation such as:
 - a.** A change in the employee's supervisor.
 - b.** A change in the organization's goals or objectives.
 - c.** A change in assignments.
 - d.** When an employee returns from an extended absence of 90 days or more.
- D.** Informal discussions are a standard part of supervision and should occur throughout an appraisal period.
 - 1.** Discussions may be initiated by the supervisor or the employee. Discussions may be held one-on-one or between a supervisor and a workgroup.
 - 2.** Discussions should be a candid, forthright dialogue between the manager and employee(s) aimed at improving the work product. Discussions will provide the employee(s) the opportunity to seek further guidance and understanding of his/her work performance.
 - 3.** If requested, employees will be given performance feedback and clarification of performance elements and standards at reasonable intervals.

Section 3. Union Representatives

Employees who are union representatives performing representational functions will be appraised based solely upon their performance of the elements and standards of their position.

Section 4. Grievances

An employee who is dissatisfied with their appraisal may file a grievance under the negotiated grievance procedure as described in Article 8 of this agreement. An appraisal represents the judgment of the Employer. The resolution of a grievance on an appraisal will be based primarily on the performance of the employee and any additional merits of the case.

Section 5. Mid-Cycle Feedback

A progress review shall be held for each employee at least once during the appraisal period. As a minimum, employees shall be informed of their level of performance by comparison with the performance elements and standards established for their positions. Normally this review will be conducted approximately mid-appraisal cycle (currently approximately October/November of each year) utilizing the AF Form 860B. The employee will be given a copy of the AF Form 860B upon request. The Parties agree that supervisors may conduct progress reviews (formal or informal) at any time, and an additional progress review should be accomplished when employees experience significant reductions in the quality of their performance, i.e., when the employee's performance drops from acceptable to unacceptable. Additionally, upon employee request, the appraisal factors (found on the back of the AF Form 860A) should also be discussed.

Article 17 INCENTIVE AWARDS

Section 1. Policy

- A.** The agency will develop and maintain award programs for bargaining unit employees. The parties agree that an effective incentive awards program should result in a more effective workforce, higher productivity, and improved working conditions. Supervisors will give employees fair consideration for awards.
- B.** An agency may grant a cash, honorary, or informal recognition award, or grant time-off without charge to leave or loss of pay consistent with Chapter 45 of Title 5, United States Code, and this agreement to an employee, as an individual, or member of a group, on the basis of:

1. A suggestion, invention, superior accomplishment, productivity gain, or other personal effort that contributes to the efficiency, economy, or other improvement of Government operations or achieves a significant reduction in paperwork;
2. Special act or service in the public interest in connection with or related to official employment; or
3. Performance as reflected in the employee's most recent rating of record.

Section 2. Annual Performance Awards

In connection with the annual rating cycle, an employee whose performance is rated acceptable may be given monetary or nonmonetary recognition. Employees who are rated unacceptable are not eligible for any awards—monetary or nonmonetary. The employer shall provide the Union President with a summary report each year concerning the awards program.

Section 3. Types of Awards

Examples of monetary recognition include Quality Step Increase (QSI), Special Act or Service Award (SASA), Performance Cash Award or the equivalent, and Notable Achievement Award (NAA). Examples of nonmonetary recognition include Letters of Commendation, Letters of Appreciation, and Honorary awards. Time-off incentive awards grant time-off from duty without loss of pay or charge to leave for a superior accomplishment or personal effort that contribute to the quality, efficiency, or economy of Government operations.

Section 4. Incentive Awards Committee

The parties agree that AFGE Local 1764 may continue to designate one member for the Incentive Awards Committee to represent bargaining unit employees, but will not vote on issues pertaining to non-bargaining unit members.

Article 18

DISCIPLINARY ACTIONS

Section 1. Proposals

The parties agree to the concept of progressive discipline, designed primarily to correct and improve employee behavior rather than punish. The principle of progressive discipline shall not be interpreted to prevent the imposition of a formal disciplinary action, or even removal, for a first offense if the circumstances warrant such action. Employees who have received notices of proposed reprimand, suspension, removal, or other adverse action, may elect to be represented by the Union in making their reply to the proposed notice. Any oral or written replies to the notice of proposed action will be considered before the decision is made. The employee and their representative, if otherwise in a duty status, will be allowed a reasonable amount of official time to prepare and present the employee's reply to the proposed action.

Section 2. Decisions

A written decision will be issued to the employee with a copy to the employee's designated representative, if the employee is represented, after either:

- A.** The employee's oral and/or written response is received and considered or
- B.** The response period specified in the written proposal expires without a response from the employee.

Section 3. Counseling

Warnings and counseling are not in themselves disciplinary or adverse actions; however, such actions may be considered when determining appropriate discipline should the employee engage in further misconduct.

Section 4. Grievances and Appeals.

Reprimands and suspensions of less than 14 days are grievable through the Negotiated Grievance Procedure described in Article 8 of this agreement. Suspensions of more than 14 days, demotions or removals may either be grieved or appealed to the Merit Systems Protection Board but not both. Appeal rights will be specified in the written decision. Grievances of suspensions may be started at Step 2 of the Negotiated Grievance Procedure. If an employee's appeal of a disciplinary action is based, in whole or in part, on an allegation of discrimination, the employee may file an EEO complaint in accordance with Article 11 of this agreement.

Article 19

HEALTH and SAFETY

Section 1. Policy and Purpose

The Employer agrees to provide a safe and healthful work place for all employees and will comply with applicable Federal and Air Force regulations relating to the safety and health of its employees. All employees are responsible for compliance with safe work practices, such as use of necessary protective devices, etc., and for prompt reporting of observed unsafe conditions. In accordance with Department of the Air Force regulations and applicable laws, the Employer will provide training courses related to employee health and safety.

Section 2. Personal Protective Equipment and Clothing

Protective devices, equipment and tools, when necessary and required by the Employer, shall be furnished by the Employer and used by the Employee. Such equipment and devices may include, but is not limited to: gowns, gloves, masks, and goggles. Scrubs will be provided for employees assigned to areas where hospital scrubs are required.

Section 3. AIDS and HIV Policy

The government's policy regarding HIV/AIDS infected employees is that they will be allowed to continue working as long as they are able to maintain acceptable performance and do not pose a safety or health threat to themselves or others in the workplace. The Employer agrees to publicize the AIDS/HIV policy and to provide employees with training, as appropriate.

Section 4. Workers Compensation

- A.** The Workers Compensation Program provides medical treatment and financial benefits for employees who are injured on-the-job or who have suffered an occupational illness or disease resulting from the employee's job.
- B.** Employees are required to report immediately any traumatic on-the-job injuries to the supervisor on Form CA-1.
 - 1.** Supervisors will issue Form CA-16, as appropriate, to authorize medical care for traumatic injuries. Employees have the option to be treated by David Grant USAF Medical Center or by a private physician of their choice. The supervisor will make the appropriate entry in Block 1 of the CA-16 to indicate the physician or facility authorized to treat the employee for the on-the-job injury.

2. Continuation of Pay (COP) may be granted to employees who are unable to work due to traumatic injuries. COP is used instead of sick leave, may not exceed a total of 45 days, and is granted in accordance with statutes and regulations implementing the program only when the employee cannot perform light duty or light duty is not available.
- C. Suspected occupational illness or diseases are reported on Form CA-2, accompanied by medical documentation of the illness or disease. Obtaining the initial documentation is the employee's responsibility.
 - D. Management will provide all CA forms and should assist the employee in filing if necessary. Failure to file these reports in a timely manner may negate eligibility for benefits provided by the Program.

Section 5. Light Duty

The Employer will take reasonable steps to accommodate the needs of employees who are unable to perform normal duties due to a temporary disability. It will be the employee's responsibility to provide medical documentation acceptable to the Employer at the time light duty or other accommodations are requested. The Employer shall be responsible for identifying temporary work for the employee to perform within the medical restrictions and taking into account mission and production needs.

Section 6. Employee Wellness Program

The Employer agrees to promote employee awareness and concern for health issues. This may include sponsoring seminars on issues such as stress reduction; making available selected health-screening tests at specific events; and offering influenza vaccinations as may be available. In accordance with Article 21 of this Agreement, employees will be provided the opportunity to participate in the Employer's smoking cessation classes, at no cost to the employee.

Section 7. Occupational Health Working Group (OHWG)

The Employer agrees that the Union shall nominate a representative to serve on the Occupational Health Working Group. Participation will be in accordance with the directives establishing the Council. The representative shall be afforded time off from regular duty without loss of pay or charge to leave.

Article 20

EMPLOYEE ASSISTANCE PROGRAM

Section 1. Policy

The Agency agrees to operate and promote a 60th Air Mobility Wing Employee Assistance Program (EAP) that provides no cost short term counseling to assist employees with issues of a personal nature related to work and family. The program includes referral services for problems related to alcohol, drug abuse, personal/emotional, financial, marital and family matters. Except as noted below, no employee will be required to use an EAP service unless this requirement is agreed to in writing as part of a mutually agreed upon settlement of a work related matter.

Section 2. Assistance Availability

The Agency agrees to assist employees by providing information and encouragement to use counseling services as needed. Should appointments with an EAP Counselor require absence from duty, the employee will make the appropriate arrangements with his/her supervisor, including requesting duty time for counseling appointments. Such duty time will be approved for employees otherwise in a duty status except when there is a valid mission related reason for delaying approval. Such duty time will not exceed four hours for each issue that the employee seeks EAP (typically 1-2 counseling sessions). Supervisors are encouraged to approve requests for leave for any employee undergoing a prescribed program of treatment as a result of an EAP referral.

Section 3. Substance Abuse Issues

The Employer agrees to provide alcohol and drug or substance abuse counseling and referral services to employees in accordance with applicable regulations. When employees are referred to the Substance Abuse Office, they will be in an official duty status. This referral may be mandatory if the employee has demonstrated any job related deficiencies in performance or conduct that are believed to be the result of some form of substance abuse. Enrollment in a Rehabilitation program will be on a voluntary basis and may result from asking for help with this type of problem. The Union agrees to cooperate fully with the Employer in an attempt to rehabilitate affected employees who accept assistance made available under the provisions of this program.

Section 4. Confidentiality

Employee participation in, and information obtained through, the EAP is confidential and may only be released with the consent of the employee or as provided by applicable laws or regulations.

Article 21 SMOKING POLICY

Section 1. Smoking Policy

Travis Air Force Base is a smoke-free installation. Smoking is permitted in designated smoking areas only. The Employer will designate outdoor smoking areas, when possible, which are reasonably accessible to employees.

Section 2. Smoking Cessation

Employees will be provided the opportunity to participate in the Employer's smoking cessation classes, at no cost to the employee.

Article 22 LEAVE

Section 1. General Policies

- A.** Employees are expected to apply in advance for approval of all anticipated leave. Leave requests and approval or denial will be made in writing on the Request for Leave or Approved Absences Form (OPM-71). The leave-approving official agrees to respond to all leave requests in a timely manner.
- B.** When an employee has not received advance approval for leave and does not intend to report for work, the employee must speak directly to his/her supervisor or designee, not later than 2 hours before the start of the employee's scheduled shift.
 - 1.** The supervisor will approve or deny the unscheduled leave requested.
 - 2.** In the event the employee does not speak to his/her supervisor by the required time, the absence may be charged as absent without leave (AWOL).

Section 2. Annual Leave

- A.** Employees are required to submit annual leave forecast to their supervisors not later than 31 January of each year. All "use or lose" leave must be forecasted at this time.
- B.** Supervisors will approve or disapprove leave forecasts not later than 28 February of each year.
- C.** Changes in approved leave schedules must be requested and approved in advance.

Section 3. Sick Leave

- A.** The use of sick leave is an employee benefit when the employee meets one of the following conditions.
1. Employee receives medical, dental or optical examination or treatment;
 2. Employee is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy or childbirth;
 3. Employee provides care for a family member subject to the conditions in Sections 6 and 7 of this article.
 4. Employee is arranging or attending the funeral of a family member subject to the conditions in Sections 6 and 7 of this article.
 5. Employee would jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease; or
 6. Employee must be absent from duty for purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.
- B.** A medical certificate will not be required to substantiate requests for approval of sick leave for three days or less unless the employee is suspected of sick leave abuse (see Section 5 of this article).
1. When required to furnish medical certification, the employee must furnish said certificate to his/her supervisor not later than 3 days after the request.
 2. Supervisors may require medical certification upon the employee's return to duty if the employee is so informed at least 3 days before his/her return.
 3. Failure to provide the required medical documentation within the time periods in paragraphs 1 and 2 above may result in the denial of the employee's request for approved leave.
 4. Medical certification for sick leave means a written statement signed by a registered practicing physician or other practitioner certifying to the incapacitation, examination, or treatment, or to the period of disability while the patient was receiving professional treatment. Such documentation will include a diagnosis, prognosis and expected date of full or partial recovery and/or other relevant requirements as determined necessary by the Agency.

- C. An employee who expects to be absent for more than one day will inform the supervisor of the expected date of return to duty. In such cases, the supervisor will inform the employee if daily contacts will not be required.
- D. Employees, upon request and with the approval of the leave approving official, may change previously authorized annual leave, credit hours, or leave without pay to sick leave if the requirements for usage of sick leave are met.

Section 5. Sick Leave Abuse

- A. When sick leave abuse is suspected, a supervisor will usually impose sick leave abuse procedures wherein the supervisor will present the employee with written notification of the requirement that all future absences on sick leave, regardless of duration, must be supported by a medical certificate. It will also include the specific procedures the employee must adhere to when requesting leave, such as to whom the request is made and when the supporting information must be submitted.
- B. The medical certificate must state that the employee has been seen by a health care practitioner on the first day of the absence and that the healthcare practitioner deems the employee to be incapacitated for duty for each and every day of the absence. Telephone contacts with medical personnel will not suffice for this requirement. If the original medical certificate expires prior to the employee's return to duty, the employee must be seen by the healthcare practitioner again and an additional medical certificate must be obtained that also meets the requirements of this article.

Section 6. Sick Leave for Family Care and Bereavement Purposes

- A. In accordance with 5 CFR 630.401, a full time employee may use up to 40 hours (or the equivalent of 5 workdays for a part time employee) of his/her accrued sick leave in a leave year for general family care purposes of a family member.
 - 1. For the purposes of this section, "family member" is defined as:
 - a. spouse, and parents thereof;
 - b. children, including adopted children, and spouses thereof;
 - c. parents;
 - d. brothers and sisters, and spouses thereof; and
 - e. any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

2. For the purposes of this section, general family care is defined as:
 - a. providing care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy, or childbirth;
 - b. providing care for a family member as a result of medical, dental, or optical examination or treatment; or
 - c. making arrangements necessitated by the death of a family member or attending the funeral of a family member.
- B. An additional 64 hours (or the equivalent of 8 workdays for part-time employees) of sick leave may be used each year if the employee maintains a balance of at least 80 hours of sick leave in his or her account. Part-time employees and employees with uncommon tours of duty are also covered, and the amount of sick leave permitted for family care and bereavement purposes is pro-rated in proportion to the average number of hours of work in the employee's scheduled tour of duty each week. Agencies may advance only the first 40 hours of sick leave (or a proportional amount for an employee on a part-time schedule or uncommon tour of duty) described in Paragraph A.
- C. A full-time employee who is caring for a family member with a serious health condition may use a total of up to 12 weeks (480 hours) of sick leave during a leave year, provided the employee maintains a sick leave balance of at least 80 hours.
 1. For part-time employees, the amount of sick leave available to care for a family member with a serious health condition is equal to 12 times the average number of hours in the employee's regularly-scheduled tour of duty.
 2. If, at the time an employee uses sick leave for a family member's serious health condition, the employee has used any portion of the 104 hours of sick leave allowable for general family care purposes during that leave year, that amount must be subtracted from the maximum number of allowable sick leave hours (480). This will determine the amount of sick leave that may be used during the remainder of the leave year for a family member with a serious health condition.
 3. An employee may not use more than 12 weeks (480 hours) of sick leave each leave year for all family care purposes. Consequently, if an employee previously used 12 weeks of sick leave to care for a family member with a serious health condition, he/she cannot use any additional sick leave under the general family health care provisions as noted above.
- D. For a family member's serious health condition, the employee will provide written medical certification to the Agency, with an OPM-71 leave request form, in a timely manner, but no later than 3 days after the supervisor's request.

1. If the employee fails to provide the required medical documentation within the specified time period, the employee will not be entitled to sick leave.
2. Medical certification for this leave must be a written statement signed by a registered practicing physician or other practitioner certifying to the incapacitation, examination, or treatment, or to the period of disability and professional treatment of the family member. Such documentation must also certify that:
 - a. The family member requires psychological comfort and/or physical care;
 - b. The family member would benefit from the employee's care or presence; and
 - c. The employee is needed to care for the family member for a specified period of time.

Section 7. Family and Medical Leave Act

- A. In accordance with 5 CFR 630, an employee who has completed at least 12 months of federal service is entitled to a total of 12 weeks of leave without pay (LWOP) during any 12-month period under the Family and Medical Leave Act (FMLA) for one or more of the following reasons:
 1. The birth of a son or daughter of the employee and the care of such son or daughter.
 2. The placement of a son or daughter with the employee for adoption or foster care.
 3. The care of a spouse, son, daughter, or parent of the employee with a serious health condition.
 4. A serious health condition of the employee that makes the employee unable to perform the essential functions of his or her position.
- B. In accordance with 5 CFR 630, "a serious health condition" is defined as an illness, injury, impairment, or physical or mental condition, which includes, but is not limited to:
 1. Any period of incapacity or treatment in connection with, or consequent to, inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility.

2. Continuing treatment by a health care provider that includes, but is not limited to, examinations to determine if there is a serious health condition and evaluations of such conditions if the examinations or evaluations determine that a serious health condition exists.

C. Substitution of Paid Leave

1. The employee may elect to substitute paid leave for any part of the applicable period. An employee may not retroactively substitute paid leave for unpaid family and medical leave.
2. An employee may request to use leave on an intermittent basis or under a reduced work schedule. The employee must consult his/her supervisor and make a reasonable effort to schedule intermittent leave so as not to disrupt the duty section.

D. Notice of Leave

1. Requests for family and medical leave under the FMLA will be made in writing on OPM-71. The employee must check Item 5: "I hereby invoke my entitlement to family and medical leave for:" "Birth/Adoption/Foster care; Serious health condition of spouse, son, daughter or parent;" or "Serious health condition of self" as appropriate.
2. When the need for the leave is foreseeable, the employee will provide 30 days notice of intent to take leave. Otherwise, the employee will provide such notice as is practicable. If the need is foreseeable and the employee fails to give 30 days notice with no reasonable excuse for the delay of notification, the Agency may delay the taking of family and medical leave until at least 30 days after the date the employee provides notice of his or her need for such leave.

E. Medical Certification and Recertification

1. The written medical certification for the employee's illness under FMLA shall include:
 - a. The date the serious health condition commenced;
 - b. The probable duration of the serious health condition or specify that the serious health condition is a chronic or continuing condition with an unknown duration and whether the patient is presently incapacitated and the likely duration and frequency of episodes of incapacity;

- c. The appropriate medical facts within the knowledge of the health care provider regarding the serious health condition, including a general statement as to the incapacitation, examination, or treatment that may be required by a health care provider;
 - d. A statement that the employee is unable to perform one or more of the essential functions of his or her position or requires medical treatment for a serious health condition, based on written information provided by the agency on the essential functions of the employee's position or, if not provided, discussion with the employee about the essential functions of his or her position;
 - 2. The written medical certification for a family member of the employee under FMLA shall include, in addition to the requirements in paragraph 1 above:
 - a. A statement from the health care provider that the spouse, son, daughter, or parent of the employee requires psychological comfort and/or physical care by the employee; needs assistance for basic medical, hygienic, nutritional, safety, or transportation needs or in making arrangements to meet such needs; and would benefit from the employee's care or presence; and
 - b. A statement from the employee on the care he or she will provide and an estimate of the amount of time needed to care for his or her spouse, son, daughter, or parent;
 - 3. In the case of medical certification for intermittent leave or leave on a reduced leave schedule or planned medical treatment, the dates (actual or estimates) on which such treatment is expected to be given, the duration of such treatment, and the period of recovery, if any, or specify that the serious health condition is a chronic or continuing condition with an unknown duration and whether the patient is presently incapacitated and the likely duration and frequency of episodes of incapacity.
 - 4. The agency may require subsequent medical recertification, usually not more frequently than every 30 days, or more frequently than the minimum duration of the period of incapacity specified on the medical certification; or the employee requests that the original leave period be extended; or the circumstances described in the original medical certification have changed significantly; or the agency receives information that casts doubt upon the continuing validity of the medical certification.
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Article 23 FAMILY CARE

Section 1. Policy and Purpose

The parties agree that employees may have special family care needs during working hours. The parties recognize the need for such employees to secure appropriate child/elder care arrangements. The parties agree to cooperate with local GSA initiatives to establish or improve the availability of on-site childcare for Agency employees.

Section 2. Orientation

During the orientation of new employees, the availability of the on-site childcare centers will be covered.

Section 3. Leave

The Employer agrees to consider emergency annual leave/leave without pay requests brought on by infrequent, unexpected problems in family care arrangements, as appropriate.

Section 4. Children in the Workplace

- A.** It is generally inappropriate for employees to bring their children into the workplace because of the potential disruption to the accomplishment of work, concerns for safety, potential liability and potential violations of internal security, including the use of Government equipment by non-employees.

- B.** Exceptions may be granted in those limited instances when the Agency has granted a specific exception (e.g., holiday parties, national “bring your child to work” day). However, management may grant additional short-term specific exceptions when management determines the circumstances warrant.

Section 5. Types of Programs

The Employer may provide family care assistance and may include, but not limited to programs such as the following:

- A.** Childcare services where civilians will have an equal priority with military for child placement.

- B.** Childcare and elder care referral services.
- C.** Seminars, workshops, and exhibitions, as available through the Family Support Center or other base activities.

Article 24

REDUCTION IN FORCE (RIF)

Section 1. Notification

In the event of reduction in authorizations or when the Employer elects to cancel positions due to reorganization or lack of funds, the Employer agrees to notify the Union President in advance where it is foreseen that there will be significant impact to bargaining unit employees. Written notification to the union shall be made as soon as possible but not later than thirty (30) calendar days prior to the issuance of employee notices. The notification will include:

- A.** The reason for the action to be taken;
- B.** The names, grades, organizations, and types of positions to be affected;
- C.** The anticipated effective date that action will be taken.

All persons who have access to RIF information will maintain the confidence of the information until such information is officially released, but this does not preclude the union representative(s) designated from discussing the RIF and information pertaining thereto with the union president.

Section 2. Pre-RIF Planning

- A.** When occupied positions have been identified for cancellation, the Employer will conduct pre-RIF placement where feasible. In the advance planning stages for such reductions/reorganizations, the Employer agrees that existing vacancies may be used to the extent feasible or possible to place employees in continuing positions who would otherwise be separated. Where practicable, the Employer may consider issues such as retention standing or employee interest in volunteering for pre-RIF placement, but it is not required to do so where the placement will not involve reduction in grade or pay. (For this purpose, “pay” does not include any shift differential or night differential the employee may be receiving.) Management may process internal management initiated reassignments to minimize the necessity for formal action by the Employer. At its discretion, the Employer may also offer an employee a voluntary change to lower grade, with grade and pay retention, without invoking formal reduction in force procedures.

- B.** At such time that a RIF has been announced, the employer shall meet with affected employees who are eligible for any form of retirement and provide an explanation of benefits.
- C.** Affected employees will be given a Pre-RIF placement letter, which will include a written request that employees identify any physical or medical conditions. It is the employee's responsibility to self-identify physical or medical conditions. Management agrees to notify the Union President of all pre-RIF placements of bargaining unit employees, regardless of originator, by copy of employee notice.
- D.** The Employer will determine the effective date and notify the affected employees.
- E.** Where appropriate, the employer may request that the OPM determine that the agency is undergoing a major RIF for the purpose of authorizing voluntary retirement under 5 USC 8336(d)(2).

Section 3. Formal RIF Procedures

- A.** The employer shall provide a written specific RIF notice to each employee affected by a change to lower grade or separation in a RIF at least sixty (60) calendar days prior to the effective date and the notice shall state what action is being taken, the effective date of the action, the employee's service computation date, and subgroup. It shall describe the employee's competitive area and competitive level. Rights of appeal and time limits on such appeals will also be in the notice. When formal Reduction-in-Force actions become necessary, Management agrees to notify the Union of all RIF placements of bargaining unit employees, regardless of originator, by copy of employee notice.
- B.** The agency shall provide the union, upon request, with information in accordance with 5 USC 7114(b)4.

Section 4. Grade and Pay Retention.

Grade and pay retention for affected employees will be allowed as provided for under appropriate law and regulations. All permanent employees downgraded through reduction-in-force and eligible for grade retention shall be entitled to priority referral through the DoD Priority Placement Program.

Section 5. Placements outside the Commuting Area

- A.** The Employer agrees to pay relocation expenses for eligible bargaining unit employees relocated by RIF or transfer of function as allowable under appropriate regulations.

- B.** The Employer will grant a reasonable amount of administrative leave to those eligible employees moving as a result of RIF or transfer of function to find new housing and schools, to make arrangements for disposition of their current homes, and to handle any other matters involved in the move, to the extent allowable under appropriate regulations.
- C.** When the Agency assigns an eligible employee to a position as a result of a transfer of function or RIF requiring a move outside the commuting area, the employee will be granted a reasonable period of duty time, not to exceed 10 days, to locate housing and make related arrangements at the new duty station. The employee will be placed in travel status for such trips and will receive travel and per diem reimbursement in accordance with applicable law and government-wide rule or regulation. If the Agency determines it is appropriate under the circumstances, the Agency may grant the employee additional duty time.

Section 6. RIF Employment Counseling

- A.** In the event of a RIF affecting separation of 50 or more bargaining unit employees, the employer will advise the affected employees that they may be eligible for retraining at Government expense, and if so, to contact the California Employment Development Division to apply for such training.
- B.** Any career or career-conditional employee who is separated because of RIF will be placed on a reemployment priority list in accordance with applicable rules and regulations.

Article 25 CONTRACTING OUT

Section 1. General

- A.** The Employer and the Union will cooperate and communicate to the maximum extent possible concerning Commercial Activities (CA) issues. The Employer shall provide the Union, without charge, a list of all CA affecting the Registered Nurse bargaining unit employees.
- B.** Management agrees to notify and consult with the Union President regarding any anticipated review of a function for contracting out that could affect bargaining unit employees.

- C. The Employer will abide by all applicable laws, rules, and regulations concerning contracting out to include 10 USC 2467 and OMB Circular A-76.
- D. It is agreed and understood that disputes over the application of OMB Circular A-76 will be handled through the A-76 appeals process and will not be subject to the negotiated grievance procedures.
- E. Management retains the responsibility for all final decisions related to the PWS, QASP and Management Plan.
- F. The Employer shall notify the Union President in writing when a contracting study is underway.

Section 2. Employee and Labor Relations Requirements

- A. The Human Resource Advisor shall, at a minimum, perform the following (a) interface with directly affected employees (and their representatives) from the date of public announcement until full implementation of the performance decision; (b) identify adversely affected employees; (c) accomplish employee placement entitlements in accordance with 5 CFR Part 351 (reduction-in-force procedures); (d) provide post-employment restrictions to employees; (e) determine agency priority considerations for vacant positions and establish a reemployment priority list(s) in accordance with 5 CFR Part 330; and (f) provide the Contracting Officer with a list of the agency's adversely affected employees, as required by the OMB Circular No. A-76 and FAR 7.305(c).
- B. Management will consult on a monthly basis during the development and preparation of the performance work statement and the management efficiency study with civilian employees who will be affected by that determination and consider the views of such employees on the development of the preparation of that statement and that study. Consultation with representatives of Local 1764 shall satisfy the consultation requirement above.

Section 3. Information

- A. The Employer will provide to the Union in a timely manner copies of pertinent information relative to the contracting out, to the extent required by law, rule, or regulation. Any questions regarding requests for information or access to documentation will be jointly addressed by labor and management as soon as they arise.
- B. Upon issuance, a solicitation used in the conduct of a cost comparison will be made available to the Union for comment. The Union will be given the opportunity to review the document and submit comments before the final receipt of offers from the private sector.

- C. Briefings will be held with affected bargaining unit employees at appropriate intervals for the purpose of providing timely information concerning CA studies. The Union will be given the opportunity to participate in such briefings.
- D. Any questions about information under this Agreement or requested by the Union will be discussed as soon as they arise.

Section 4. Appeals

- A. The Employer and the Union recognize the right of first refusal required by OMB Circular No. A-76 and its Supplement. Declining to exercise the right of first refusal due to displacement by contracting out shall not be deemed to be a waiver of any appeal/grievance rights by a bargaining unit employee he/she may have under the applicable law, regulation, and this agreement.
- B. The Employer agrees that, to minimize adverse effects on bargaining unit positions and employees affected by a contracting out decision, it may use attrition and may restrict new hires to the maximum extent possible, to place affected employees in continuing positions.

Section 5. Bargaining.

When the Employer determines that bargaining unit work will be contracted out or within 15 days of receipt of contract approval from higher headquarters, the Employer will notify the Union President of the final decision on contracting out of work performed by bargaining unit employees. The Employer will extend an opportunity to the Union to meet and negotiate appropriate arrangements for affected employees of the bargaining unit to the extent there are remaining issues not already bargained.

Article 26

TRAINING AND CAREER DEVELOPMENT

Section 1. Training Opportunities

Employees are encouraged to take advantage of available training and educational opportunities. Training opportunities will be provided consistent with mission needs, course criteria, and the qualifications and work experience of the employees involved.

Section 2. Self-Development

Each employee is responsible for applying initiative, time, and effort to keep abreast of the changing technology of the occupation. The Union agrees to encourage employees to engage in off-duty self-development activities.

Section 3. Training Records

Training will be recorded on the supervisor's working file (971 File). It is the employee's responsibility to provide the supervisor with appropriate documentation that the training has been completed. It is also the employee's responsibility to ensure that training is recorded accurately in their Official Personnel Records, if they so desire.

Section 4. Resources and Information

The Employer will ensure that resources and information are available to employees regarding career related training, and the Employer's policies and procedures with respect to such training. Training opportunities will be provided consistent with mission needs, course criteria, and the qualifications and work experience of the employees involved.

Section 5. Retraining

The Employer will plan for retraining of employees when necessary because of planned management changes in organization, technology, function or mission and provide such necessary on-the-job cross training or formalized training. Training opportunities will be provided on a fair and equitable basis and will not be used to facilitate pre-selection for promotion.

Section 6. OSHA and CPR Training

In accordance with Department of the Air Force regulations and applicable laws, the Employer will provide training courses related to employee health and safety, such as Occupational Safety and Health Act (OSHA) and Cardiopulmonary Resuscitation (CPR) training.

Section 7. Career Development Courses

Any employees who wish to expand their knowledge and expertise by completing job related Career Development Courses (CDCs) will be provided the requested CDC at no cost.

Article 27

TRAVEL/TEMPORARY DUTY (TDY)

Section 1. General

- A.** The Parties recognize that employees may be required to perform travel away from their official duty station. Travel is either local travel (i.e., travel within the commuting area) or to a temporary duty (TDY) location outside the official duty station or commuting area where the employee is authorized to travel.
- B.** A travel order is required for all TDY travel, except when the employee does not stay overnight or does not use a common carrier or the travel does not exceed 12 hours. A travel order is necessary even if the employee will be a passenger and does not plan to claim any expenses. A travel order is not required for local travel. Reimbursement for applicable, authorized local travel expenses, such as for mileage, tolls, or parking, may be claimed through the Defense Travel System (DTS).

Section 2. Government Travel Cards

- A.** Bargaining unit employees are required to use a Government Travel Card (GTC) for official travel expense if they are otherwise eligible for a GTC. GTCs may only be used for authorized purchases made in conjunction with TDYs. Employees will be subject to disciplinary action for unauthorized use of the GTC.
- B.** Split-disbursement for payment of GTC charges is mandatory. Employees who fail to promptly pay any balance on the GTC, once reimbursed for authorized expenses as described in Section 4 of this article, will be subject to disciplinary action.

Section 3. Reimbursement for Travel Expenses to TDY Locations

- A.** In accordance with Public Law 104-134, the Agency will reimburse employees for travel expenses through electronic funds transfer (EFT). Employees must submit a travel claim (i.e., voucher) within five workdays after completion of the travel or every 30 days if the employee is on continuous travel status.
- B.** Except in situations described in Section 1 of this article, employees must have an approved travel order before incurring any travel expenses for travel to a TDY location.
- C.** An employee must exercise the same care in incurring travel expenses that a prudent person would exercise if traveling on personal business.

- D. Employees are eligible for per diem allowance when they perform official travel away from their official duty station, incur per diem expenses while performing official travel and are in travel status for more than 12 hours in a calendar day.
- E. Travel arrangements must be made in accordance with DoD Travel Regulations, including the use of specified agents or systems for airline and other travel reservations.

Section 4. Compensation for Travel

- A. Employees traveling on official business will perform such travel and be compensated for it in accordance with DoD Joint Travel Regulations, the Fair Labor Standards Act (when applicable), and other applicable laws, currently in force.
- B. The parties recognize that not all time spent traveling is compensable.

Section 5. Scheduling Travel

When feasible, employees' TDY travel is scheduled during their basic workweek. It is recognized that situations may develop when the employee will be required to travel away from his/her official duty station outside his/her regularly scheduled work hours. Travel shall constitute hours of work for purposes of overtime entitlement when:

- A. It meets one of the conditions identified in Title 5 of the Code of Federal Regulations (CFR) 550.112, or
- B. For a non-exempt employee, when it meets the conditions of 5 CFR 551.422 implementing the Fair Labor Standards Act (FLSA).

Section 6. Selection of Employees for TDY

The Employer will select employees for TDY on a fair and equitable basis, among those employees the employer has determined are qualified. Where the TDY will be lengthy, i.e. in excess of 30 days, the Employer agrees to solicit for volunteers before making its determination.

Section 7. Mode of Travel

- A. Employees are expected to travel using the method of transportation that is most advantageous to the Government as determined by the Agency. When an employee does not travel by the method required by the Agency, any additional expenses will be borne by the employee.

- B.** Where mission requirements permit a choice of mode of travel, employees may exercise this choice, subject to supervisory approval. Where an employee exercises this option, it is understood that the JTR will limit reimbursement to the constructive cost of travel by the method directed and that excess travel time will be chargeable to annual leave, if appropriate.
- C.** Employees may request and be authorized to use privately owned vehicles (POV) for official travel. When the Agency determines that it is advantageous to the Government for the employee to use his/her POV, the employee will be compensated at the applicable mileage rate established by the General Services Administration (GSA). When the Agency determines that it is advantageous to the Government to use another method of transportation other than the employee's POV, and the employee elects to use a POV, reimbursement will be limited in accordance with applicable law, Government-wide rule or regulation and the DoD Joint Travel Regulation and leave must be charged for any duty hours missed as a result of travel by POV.
- D.** Employees may be authorized to use taxis, shuttle services, or other courtesy transportation for local and TDY travel in accordance with applicable law, Government-wide rule or regulation and the DoD Joint Travel Regulation. Reimbursement includes the usual fare for the TDY locality as determined by the DoD Joint Travel Regulation.

Section 9. Emergencies While TDY

When an employee becomes incapacitated by illness or injury, not due to the employee's own misconduct, which interrupts or discontinues his/her TDY travel assignment, the employee must notify his/her supervisor immediately and request approval for early return travel. The employer will provide transportation when possible and authorize payment for travel to the extent possible under applicable laws and regulations.

Section 10. Retention and Use of Promotional Items and Frequent Flyer Miles

In accordance with Public Law 107-107 (the National Defense Authorization Act for Fiscal 2002, S. 1438), employees may retain and use promotional items, including frequent flyer miles earned on official Government travel.

Article 28 PARKING

Section 1. Employee Parking

Employees may only park in any unreserved space located in designated Staff Parking Lots C, D, E, G, H, J, K, L, and M on a first-come, first served basis.

Section 2. Disabled Employee Parking

Disabled employees may park in handicapped parking places in any lot. Handicapped spaces are designated by a handicap logo, and may only be occupied by vehicles displaying a license plate, decal, or sign with a handicap logo.

Article 29

SUPERVISORY RECORDS

Section 1. Supervisory Working Files

- A.** Individual supervisors may maintain a supervisory working file (also known as a “971 File”) on each of their employees to record the employee’s work history. These records may include but are not limited to: Position Description (or Core Document), Automated AF Form 971, career brief, training records, notes or copies of SF-50s (Notices of Personnel Action), awards, leave records, counseling notes or memos, or records of disciplinary comments/actions. These records are to assist the supervisor in maintaining records of the employee’s work effort, abilities and job performance.
- B.** Supervisory working files are used by managers in carrying out personnel management responsibilities. As such, these files may include documents such as those described in paragraph A above and other such records the manager determines to be appropriate for carrying out his/her ongoing personnel management responsibilities.
- C.** Supervisory working files should be kept in a secure location, e.g., a locked desk, cabinet, etc., to ensure their security and confidentiality.
- D.** The employee will have the right to review the supervisory working file in the presence of a designated management official at reasonable intervals and upon reasonable notice. The supervisor will provide access as soon as work load and scheduling will permit, but usually not longer than 72 hours after the employee’s request. Upon request, the designated management official will provide the employee with copies of documents maintained in the supervisor working file.
- E.** These files should be screened by the supervisor on a regular basis.

Section 2. Memory Joggers

- A.** Managers may prepare and retain personal "supervisory" notes commonly called “memory joggers” concerning individual employees.

- B.** Memory joggers are private notes retained and used for the personal use of the manager to recall events or aid memory. Memory joggers may be prepared, retained or discarded at the author's discretion. All of the following conditions must exist for the notes to be considered "memory joggers:"
 - 1.** Retained as a memory aid by the supervisor;
 - 2.** For the supervisor's personal use; and
 - 3.** Provided to no other person.
- C.** Memory joggers are considered mere extensions of the supervisor's memory and are not individual employee personnel records subject to the requirements of the Privacy Act or records subject to the requirements of 5 USC 7114(b)(4). However, if any of the conditions are broken, these notes are no longer considered memory joggers and become records subject to the Privacy Act.
- D.** The union is not entitled to a manager's memory joggers under this agreement.
- E.** These personal notes, or memory joggers, shall not be used to circumvent proper disclosure to the employee(s); nor may they be used to retain information that should properly be contained in a system of records such as the Supervisory Working File (971 File).

Article 30

PAYROLL WITHHOLDING OF UNION DUES

Section 1. Purpose.

The employer shall deduct union dues from pay of all eligible employees of the bargaining unit who voluntarily authorize such deductions in accordance with the provisions set forth herein.

Section 2. Deductions.

Union dues shall be deducted by the employer from the employee's pay each payroll period when the following conditions have been met:

- A.** the employee's earnings are regularly sufficient to cover the amount of the allotment;
- B.** the employee has voluntarily authorized such a deduction on Standard Form 1187 (SF 1187) supplied by Local 1764;

- C. the union through its authorized official has completed and signed Section A of such form on behalf of Local 1764; and
- D. such completed form has been turned-over to the payroll office by the union.

Section 3. Employee Authorization.

It will be the responsibility of the union to purchase the forms (SF 1187), distribute them to its members, certify as to the amount of dues, and inform and educate its members as to the use and availability of the SF 1187.

Section 4. Payroll Notification.

SF 1187 may be submitted at any time to the payroll office. Deduction of union dues shall begin with the first pay period that occurs after receipt of SF 1187 by the payroll office.

Section 5. Certification.

The amount of the union dues to be withheld each pay period from an employee's salary will be certified by the president, vice president, or secretary-treasurer of the union. The amount will be shown on the SF 1187 authorizing the allotment. This amount will remain unchanged until the union president, vice president, or secretary-treasurer certifies to the payroll office that the amount of the dues has changed. Changes in the amount of the allotment may not be made more frequently than twice per year. In addition, the employer agrees to allow employee-requested and union-certified changes in individual employee allotments (i.e., as dictated by change in dental plan options, etc.). Such changes will be made the first pay period following receipt of a new SF 1187 completed for this purpose, and will not exceed two (2) changes per year per member.

Section 6. Termination of Dues Withholding.

An employee's voluntary allotment for payment of union dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:

- A. loss of exclusive recognition by Local 1764;
- B. when the employee leaves the unit as a result of any type separation, transfer, or other personnel action (including temporary promotion or detail effected by an SF-50). (Note: When and if the individual returns to the bargaining unit upon expiration of the detail or temporary promotion, dues withholding will automatically resume).

- C. receipt by the employer of notice from the union that the employee has been suspended or expelled or has ceased to be a member in good standing with the local. Such notice shall be promptly forwarded by the union to the employer;
- D. when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DoD.
- E. The Employer will add to the Base Clearance Sheet that union members must clear through the Union Office.

Section 7. Union Election to Terminate

It shall be the responsibility of the union to promptly notify the payroll office in writing when a member who has authorized dues withholding is suspended or expelled from the union.

Section 8. Employee Election to Terminate

An allotment for the deduction of an employee's union dues may also be terminated by the employee through submission to the employer of an SF 1188 or individual substitute properly executed by the individual employee. A termination of allotment under this section shall be effective with the first full pay period following 1 September, provided the revocation is received by the payroll office by 1 September, and provided that the employee has been on dues withholding for at least one (1) year as of that date. Otherwise, the termination of the dues withholding allotment will be delayed until the one (1) year no-revocation period requirement has been met. The union may request a list prior to September of each year of employee(s) who have submitted SF 1188(s).

Section 9. Funds Transmittal

The employer shall transmit to the union's authorized official promptly, after each regularly scheduled pay period, the following:

- A. an Electronic Fund Transfer for the total amount withheld for dues for that pay period;
 - B. a listing of names and amounts withheld will be provided by DFAS. The parties agree that DFAS consolidation of payroll functions may result in a change of the normal mailing time.
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Article 31 MID-TERM BARGAINING

Section 1. Mid-Term Bargaining

This agreement may be reopened for the purpose of negotiating a supplement to the agreement only under the following specific conditions:

Not earlier than one hundred and five (105) calendar days nor later than sixty (60) calendar days before the eighteen (18) month anniversary of the effective date of this agreement, either party may notify the other party of its intent to reopen up to five (5) articles. The Parties must exchange proposals within thirty (30) days of the initial notification. Such notification will be in writing and does not require mutual agreement to reopen. Negotiations will begin within thirty (30) days or other mutually agreeable date.

Section 2. Supplement Agreements

- A.** The agreement may also be reopened at any time by mutual agreement of the parties. The party who is requesting reopening under this subsection must make its request in writing accompanied by a proposal.
- B.** Supplements to this agreement, including those reached through Mid-Term Bargaining as described in Section 1 of this article, that are entered into by the parties shall be reduced to writing and shall become a part of, and shall terminate at the same time as, the agreement unless otherwise expressly agreed to by the parties in writing.
- C.** Nothing in this section shall preclude the parties from negotiating in accordance with applicable laws as per 5 USC Section 7106(b)(1), (2), and (3).

Section 3. Basic Ground Rules for Mid-Term/Supplemental Bargaining

- A.** The Agency will provide a meeting room for negotiations and reasonable support equipment.
- B.** The Agency and the Union will be represented at the negotiations at all times by a chief negotiator who is authorized to execute agreements.
- C.** During negotiations, the chief negotiator for each party will signify agreement on each section by initialing the agreed-upon section. Each party will retain an initialed copy. This will not preclude the parties from reconsidering or revising any agreed-upon section by mutual consent.

- D. The union will be authorized the same number of union representatives on official time as the Agency has representatives at the negotiations table. The designated Union officials will be on official time for time spent during the actual negotiations process including attendance at impasse proceedings, if necessary, during the time the employee would otherwise be in a duty status. The Union will be permitted to have negotiators who are not employees of the Agency, but all employees on official time must be members of the bargaining unit.
- E. If any proposal is claimed to be non-negotiable and is subsequently deemed to be negotiable or the declaring party withdraws its allegations of non-negotiability, the proposal will, upon request, be reopened within 30 days. Nothing in this provision will preclude the right of judicial appeal.

Section 4. Past Practices

In order to change any past practices that were in effect on the effective date of this Agreement and that are not covered by this Agreement, The Agency shall provide notice and, upon request, bargain with the union to the extent required by law and in accordance with the mid-term bargaining provisions of this Agreement.

Article 32 DURATION OF AGREEMENT

Section 1. Duration

This agreement will remain in effect for three (3) years from the date it is approved by the Department of Defense or as stated in 5 USC 7114 or until the implementation of the National Security Personnel System (NSPS) at Travis Air Force Base, whichever comes first.

Section 2. Notice of Intent to Re-Negotiate

Not earlier than one hundred and eighty (180) days nor later than sixty (60) calendar days before the expiration of this agreement, either party may notify the other party of its intent to re-negotiate its terms. The Parties must exchange proposals within thirty (30) days after the expiration of the contract. Such notification will be in writing and does not require mutual agreement to re-negotiate. Negotiations will begin within thirty (30) days or other mutually agreeable date.

Section 3. Automatic Renewal

This agreement is automatically renewed for one (1) year unless either party notifies the other in writing of an intention to negotiate a new agreement.

In witness whereof the Parties hereto have executed this Agreement on this 19th day of January 2006.

**For the American Federation of
Government Employees,
Local 1764**

**For Travis Air Force Base,
California**
