

**Air Force Life Cycle Management
Center (AFLCMC) Operating Location
Plant 42**

**International Brotherhood of Police
Officers (IBPO) Local 706**

Agreement

2014

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ARTICLE 1
PARTIES

SECTION 01.00: PARTIES

This agreement is made by and Security Forces (SF) Management hereinafter referred to as “Employer,” and the International Brotherhood of Police Officers, and Local 706, hereinafter referred to as “Union”. The Employer and the Union are collectively referred to as the “Parties.”

SECTION 01.01: INTENT OF THE AGREEMENT

It is the intent and purpose of both Parties to the agreement: (1) to promote and improve the efficient administration of the AFP 42, SF Management and the major role it plays in the development and implementation of law enforcement and security programs for the Air Force community within the meaning of the Federal Service Labor Management Relations Statute; (2) to establish and foster and basic understanding of personnel policies, procedures and practices, and matters affecting the conditions of employment; (3) to provide a means for amicable discussion and adjustment of matters of mutual interest at Plant 42.

SECTION 01.02: MANAGEMENT

For purposes of this agreement, the Employer is defined as any element of AFP 42 Management, within the chain of command, who exercises direct or indirect supervision over members of the bargaining unit.

SECTION 01.03: EXCLUSIVE REPRESENTATIVE

The Employer recognizes the Union as the exclusive representative of all police officers and security guards of AFP 42, excluding all other nonprofessional employees, all professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112.

ARTICLE 2
AUTHORITIES

SECTION 02.00: LAWS

It is agreed and understood that in the administration of all matters covered by this Agreement, the Employer and its officials and the Union and the bargaining unit are governed by the provisions of the Federal Service Labor-Management Relations Statute.

SECTION 02.01: AUTHORITY

In the administration of all matters covered by the Agreement, the Parties are governed by:

- A. existing and future laws,
- B. the Employer's rules and regulations in effect upon the effective date of this Agreement, unless contrary to the terms of this Agreement or government-wide rules or regulations,
- C. government-wide rules or regulations in effect upon the effective date of this Agreement, and
- D. government-wide rules or regulations issued after the effective date of the Agreement that are not in conflict with this Agreement.

SECTION 02.02: VALID EXCEPTION

The Employer shall effectively enforce all provisions of the Civil Service Reform Act of 1978. Existing and future personnel rules, regulations and policies shall apply to the parties and unit employees, and the Employer's labor relations obligations for any new rules, regulations and policies are satisfied. Should any conflict arise between the terms of this Agreement and any Employer rule or regulation issued after the effective date of this Agreement, the terms of this Agreement will supersede and govern, until the Employer's labor relations obligation are satisfied.

SECTION 02.03: RIGHT TO NEGOTIATE

Nothing in this Article shall constitute a waiver of the Union's right to negotiate over the Employer's rules and regulations, to the extent permitted by law.

ARTICLE 3
REPRESENTATION

SECTION 03.00: LOCAL AND NATIONAL OFFICERS

The Employer agrees that local and national officers and other duly authorized representatives of the Union, who are not active employees of the Employer, will be recognized as follows: to meet with management officials on appropriate labor-management business if prior notification is provided to the labor relation's officers; to serve as the chief negotiator for the Union when negotiating an agreement with the Employer; and to serve as an authorized observer for the Union or a representative of an employee at a hearing.

SECTION 03.01: NUMBER OF REPRESENTATIVES

The Union will designate, and the Employer agrees to recognize three (3) executive board officers to handle appropriate representational functions. These officers will include the President, Vice President, Secretary/Treasurer, as well as (1) Chief Steward and up to three (3) shop stewards.

SECTION 03.02: NOTICE TO EMPLOYER

The Union agrees to furnish to the Employer and Labor Relations Office (LRO) written notice of all designated representatives upon the execution of this Agreement and within seven days of any change in designation. Official time may be granted to any representative whose designation is on file with the Agency.

SECTION 03.03: APPOINTMENT AS A DELEGATE – LEAVE

The Employer agrees that when given at least fifteen (15) calendar days advance notice by an employee in the unit that he/she has been elected or appointed to serve as a delegate to any Union activity requiring absence from work, such employee will be granted annual leave and/or leave without pay (LWOP) whenever practicable.

SECTION 03.04: NO RESTRAINT

The Employer agrees that there will be no restraint, interference, coercion, or discrimination against the representatives of the Union because of the performance of their union duties.

SECTION 03.05: ANNUAL NOTIFICATION

The Employer agrees to annually inform employees of their rights under 5 USC §7114 (a) (2) (B) by email and the Union may post information on their official bulletin board.

SECTION 03.06: ACCESS TO THE INFORMATION

Upon request, and to the extent allowed by law, the Employer will furnish to the Union, data:

- A. which is normally maintained by the Employer in the regular course of business,
- B. which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining, and
- C. which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining.
- D. requests for information will be made to Management and the LRO.
- E. the Employer will make every effort to provide the Union with information in a timely manner provided the release of that information does not violate law and statute.

ARTICLE 4
MISCELLANEOUS PROVISIONS

SECTION 04.00: UNION'S RESPONSIBILITY

The Union recognizes its responsibility for representing the interests of all such employees without discrimination or regard to labor organization membership or status.

SECTION 04.01: PROCEDURES FOR SUBSTANCE TESTING

The Parties recognize the Air Force drug-testing program as the current program.

SECTION 04.02: EMPLOYEE, POSITION AND CALENDAR DAY

Employee means bargaining unit employee. Position means bargaining unit position. Day means calendar day unless otherwise stated.

SECTION 04.03: GENDER

Where language in the agreement is used to denote an employee, supervisor, or other individual and is expressed in terms of one gender, the language will be construed to include any, as appropriate.

SECTION 04.04: RESPONSIBILITIES

Whenever language in this Agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended only to provide a guide as to how a situation may be handled and unless specifically noted is intended to mean, "or designee."

SECTION 04.05: SURVEYS

No canvassing, attitude surveys, questionnaires or similar devices concerning personnel policies, practices or procedures affecting working conditions of employees of the bargaining unit will be utilized by the Employer without prior notification to the Union. Upon request, the Employer agrees to provide the Union with a copy of any report generated by the surveys or questionnaires, if possible. No canvassing, attitude survey, questionnaires or similar devices will contain any personal identifiers. However, a provision may be made for optional self-identification. The Employer will provide the union a summary of the results as soon as it is received.

SECTION 04.06: COPIES OF LAWS, RULES, AND REGULATIONS

The Employer will make available to the Union access to applicable personnel laws, rules, and regulations and known updates relevant to unit employees upon request.

SECTION 04.07: REPRODUCTION OF AGREEMENT

The Employer will provide thirty (30) copies of this agreement to the Union for its use and will provide a softcopy of the final signed CBA and make the agreement downloadable to all bargaining unit members on the AFP 42 Sharepoint site.

ARTICLE 5
RIGHTS OF EMPLOYEES

SECTION 05.00: RIGHTS PROTECTED

A. Employees shall have the right to form, or join, or assist any labor organization, or to refrain from any such activity freely and without fear of penalty or reprisal, and each employee will be protected in the exercise of such right.

B. The Employer shall not interfere, restrain, coerce or discriminate against any employee as to membership in the Union.

SECTION 05.01: COMPLIANCE WITH DIRECTIVES

A. Employees are expected to comply with all lawful direct orders of their supervisors. If an employee reasonably believes that an order violates a law, rule, or regulation, the employee may respectfully bring his/her belief to the attention of the supervisor. If the supervisor confirms the order, the employee will follow it. The employee may subsequently raise the issue through the negotiated grievance procedure.

B. Employees who receive conflicting instructions should respectfully bring the conflict to the attention of the supervisors issuing the instructions for clarification. Normally, the employee is expected to follow the last order issued. Employees who receive instructions from persons outside their law enforcement operational chain of command should respectfully and immediately refer the request through the law enforcement chain of command.

SECTION 05.02: RESIGNATIONS

An employee is free to resign at any time, to set the effective date of his/her resignation, and to have his/her reasons for resigning entered into his/her official records. The Employer may permit an employee to withdraw his/her resignation if the employee so requests in writing before the resignation becomes effective. The Employer may decline a request to withdraw the resignation before it becomes effective only when the Employer has a valid reason and provides that reason in writing to the Employee and a copy provided to the Union. A valid reason includes, but is not limited to, administrative disruption, or the hiring, or commitment to hire a replacement.

SECTION 05.03: FAIR APPLICATION

All provisions of this Agreement will be applied, by Management, in good faith in accordance with 5 U.S.C. to all employees in the bargaining unit.

SECTION 05.04: EMPLOYER/EMPLOYEE DISCUSSIONS

If the employee reasonably believes that any meeting may result in disciplinary action against the employee, the employee may request Union representation. During any meeting to discuss discipline between the supervisor and employee, the employee may request the presence of a Union representative. The Employer will make every reasonable effort to conduct discussions between a supervisor and employee, other than regular work related conversation, in private.

SECTION 05.05: PAYCHECKS

Employees are responsible for reviewing their leave and earnings statements (LEs) and notifying their supervisors of any errors. The Employer will, at the employee's request, contact the appropriate office regarding the error to get it rectified as soon as possible.

SECTION 05.06: VOLUNTEER ACTIVITIES

Employee participation in the Combined Federal Campaign, blood donor drives, bond campaigns, Veterans events and other worthy projects will be on a voluntary basis.

SECTION 05.07: SERVICE OF WARRANT/SUBPOENA

If an employee is to be served with a warrant or subpoena, it will be done in private to the extent that the Employer has knowledge of and can control the situation.

SECTION 05.08: EMPLOYEE BENEFITS AND ENTITLEMENTS

A. Employees may obtain retirement planning and benefits information and forms by contacting the AF Personnel Center's Benefits and Entitlement Service Team (BEST) at 1-800-525-0102 or access the Employee Benefits Information System (EBIS) Application via the employee's MyPers account at <https://gum-crm.csd.disa.mil/app/login>.

B. Employees may also access links to other applications in MyPers that allow employees to: view their electronic official personnel file; access MyBiz; view career brief and more.

SECTION 05.09: CERTIFICATES OF LONGEVITY

A. The Employer will issue each employee, at his or her request, a certificate of longevity to reflect that employee's dedicated years of service. An employee is eligible for a certificate every ten (10) years, beginning at ten (10) years of service, based on an employee's service computation date.

B. Management may consider providing a certificate of appreciation Form 3032 along with uniform longevity bars in recognition of every five years of continuous service.

SECTION 05.10: CRITICAL INCIDENT STRESS SITUATIONS

A. Purpose: The Employer agrees to provide employees' access to the Employee Assistance Program (EAP). EAP will be available to employees that have experienced work-related critical incident stress situations, such as on-the-job accidents, incidents involving fatal use-of-force, acts of terrorism, bomb threats, exposure to toxic materials, prolonged rescue or recovery operations, and natural disasters. The purpose of participation in the program is to assist employees in managing the common disruptive physical, mental and emotional factors that affect employees' well-being as a result of critical incident stress situations.

B. Procedures: Employees may request in advance time from duty to participate in EAP. Such request will not be unreasonably denied but for operational requirements. The time for the first visit under this Article will be considered on duty. A maximum of two (2) hours will be granted. Should the first absence exceed two (2) hours or subsequent visits be deemed necessary by the EAP counselor, the employee may submit an appropriate request to his/her supervisor for additional time.

SECTION 05.11: EMPLOYEE ASSISTANCE PROGRAM (EAP)

A. The Employer agrees to provide employees access to the Employee Assistance program (EAP). The EAP is a professional resource available to help resolve life challenges whether on or off the job, to include, referrals for legal or financial consultation; emotional, relationship, family, alcohol, drug, job concerns or being directed to educational information related to the employee's issue; a licensed counselor provides assessments; consultation; or crisis management.

B. Employees are entitled to six visits to the EAP under the Civilian Wellness Program. Six visits are on duty time (excused absence). If a treatment program or other extended medical absence becomes necessary, subsequent visits will be charged to an appropriate leave category or any previously earned compensatory time, time-off awards or leave without pay, to include advanced sick/annual leave for that purpose.

ARTICLE 6
ANNUAL LEAVE

SECTION 06.00: Employees will accrue annual leave in accordance with governing regulations

SECTION 06.01: The Employer will consider workload in making decisions to approve ordinary annual leave requests.

SECTION 06.02: Annual leave is normally requested and approved in advance. The supervisor will review the leave schedule for the period in question, and will promptly advise the employee whether the requested leave can be approved.

SECTION 06.03: When an employee needs to request emergency annual leave, the employee is expected to contact their supervisor or watch commander for their shift at least two hours before the start of the shift, or as soon as possible, because of the need to identify another employee who can cover the shift. The Employer will make a decision to approve or deny emergency annual leave on an individual case-by-case basis.

SECTION 06.04: Although the reasons an employee wants to take annual leave are normally not the concern of the Employer, there may be situations where denial of annual leave would create a personal hardship. In those instances, the employee may elect to share the reasons for requesting leave and the Employer will consider those reasons in making a decision.

SECTION 06.05: Employees are strongly encouraged to manage their annual leave balances throughout the year, to avoid having a large use-or-lose balance near the end of the year. Proper management of a leave balance can avoid the necessity for an employee to forfeit unused leave at the end of the year, if workload requirements prevent granting some late-year requests to use excess annual leave.

SECTION 06.06: Annual leave will be taken in 15 minute increments if less than a full hour is used.

SECTION 06.07: The parties recognize that cancellation of approved annual leave by the Employer can create a hardship for employees. If mission considerations require the Employer to cancel previously approved leave, the Employer will advise the employee of the reasons for the cancellation and indicate when leave can be taken. Upon request by the employee, the reasons for cancelling the leave will be provided in writing. The statement of reasons will indicate specific mission requirements that led to the management decision.

SECTION 06.08: Employees may request advanced annual leave in accordance with governing regulations. The maximum amount of annual leave that can be advanced is the number of hours which will be accrued by the employee before the end of the leave year.

ARTICLE 7
SICK LEAVE

SECTION 07.00: The Employer will grant sick leave to an employee when the employee:

- A. Receives medical, dental, or optical examination or treatment
- B. Is incapacitated for the performance of duties by physical or mental illness, pregnancy, or childbirth
- C. Provides care for a family member who is incapacitated by a medical or mental condition, or attends to a family member receiving medical, dental, or optical examination, or treatment
- D. Makes arrangements necessitated by the death of a family member or attends the funeral of a family member, as defined by 5 CFR 630.201. [Note: For the purpose listed in paragraphs c and d above, the limit for full time employees is 104 hours per year.]
- E. Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease
- F. Must be absent from duty for purpose relating to the adoption of a child, including appointments which adoption agencies, social workers, and attorneys, court proceedings, required travel, and any other activities necessary to allow the adoption to proceed.

SECTION 07.01:

Employees will accrue sick leave in accordance with governing regulations.

SECTION 07.02:

Sick leave will be taken in 15 minute increments if less than a full hour is used.

SECTION 07.03:

Planned sick leave for medical or dental examinations or treatment will be requested as far in advance as possible, to allow management to plan ahead for necessary shift coverage.

SECTION 07.04:

When employees call in to request unplanned sick leave due to illness or injury, they must contact the Employer to request sick leave two hours before the start of the shift or as soon as possible, because of the need to identify another employee to cover the shift.

SECTION 07.05:

An employee's self-certification of illness or injury may be considered administratively acceptable for sick leave requests, up to three days duration. In some circumstances, employees may be required to produce other administratively acceptable evidence to support a request for sick leave, such as a doctor's certification. When the supervisor determines that such evidence is needed, it must be provided no later than 15 calendar days after the date such medical certification is requested. If it is not practicable under the particular circumstances to provide the requested evidence within 15 calendar days after the date requested despite the employee's diligent, good faith efforts, the employee must provide the evidence or medical certification within a reasonable period of time under the circumstances involved, but not later than 30 calendar days after the date such documentation is requested. An employee who does not provide the required evidence is not entitled to sick leave.

SECTION 07.06: If a supervisor has a reasonable basis for suspecting sick leave abuse, the supervisor will normally counsel the employee about the situation before taking any further action. If the counseling does not bring about an improvement, or in any cases where preliminary counseling is not warranted, the employee will be advised in writing that he or she will be required to submit a medical certificate for each subsequent absence for illness until there is a satisfactory improvement in sick leave use. This notification will include a provision for termination of the requirement when the employee's record demonstrates that the action taken has achieved the desired result, as determined by the supervisor. These written notices will not be retained more than 12 months, unless the employee has been notified in writing that the requirement to produce the medical certification is being continued.

SECTION 07.07: A health care practitioner's certificate must include the employee's name, the dates of incapacitation or treatment and the signature of the health care practitioner to be acceptable, and must be on the health care practitioner's letterhead

SECTION 07.08: Time spent by employees in obtaining job related medical examination or treatment at the appropriate health unit shall be time in duty status.

SECTION 07.09: Employees may request advanced sick leave in accordance with governing regulations, for an illness or injury of the employee or a family member, or for purposes relating to the adoption of a child. Thirty days (240) hours is the maximum amount of advanced sick leave an employee may have to his or her credit at any time. For care of a family member or bereavement purposes, no more than 40 hours per year is allowable.

SECTION 07.10: If sick leave is denied, the denial will be provided in writing stating the reason.

ARTICLE 8
LEAVE WITHOUT PAY

SECTION 08.00: GENERAL

An employee may be granted leave without pay (LWOP) in accordance with applicable laws and regulations.

SECTION 08.01: SUBMISSION OF REQUEST

Where an employee knows in advance that LWOP must be requested because annual and/or sick leave is not available, requests for LWOP will be submitted to the Shift Supervisor, allowing sufficient time for a decision prior to its requested start date.

SECTION 08.02: EXTENDED LEAVE WITHOUT PAY

Where an employee requests an extended period of LWOP, the supervisor will approve or disapprove leave requested by the employee based on a review of the particular circumstances and convey that decision to the employee.

SECTION 08.03: REQUEST FROM EMPLOYEE

At no time will an employee's supervisor place the employee on LWOP without first obtaining a request from the employee, however, it is possible an employee may be automatically placed on LWOP if he or she takes leave and does not have sufficient accrued leave to cover the entire absence.

ARTICLE 9
LEAVE FOR CHILDBIRTH/AIDOPTION REASONS

SECTION 09.00: GENERAL

A. Pregnancy is a condition that normally requires the employee to be away from the job because of incapacitation. As means of accommodating this temporary incapacitation, upon the employee's request and proper medical certification, appropriate leave shall be granted. This Article shall not be construed as replacing any leave restrictions but rather clarify what is already granted under the Family and Medical Leave Act (FMLA) and Title 5 of the Code of Federal Regulations.

B. Leave for maternity reasons may consist of annual leave, sick leave, and leave without pay. An absence because of pregnancy and confinement shall be treated like any other medically certified temporary disability. Sick leave may be advanced under usual Employer guidelines for granting such leave.

C. After delivery and recuperation, the employee may be granted sick leave, annual leave, or leave without pay for a reasonable period of time as appropriate.

D. An employee should notify her or his supervisor that she or he will require leave for childbirth or adoption reasons, within a reasonable period of time.

E. A male employee may request sick leave, annual leave, or leave without pay for purpose of assisting or caring for his minor children or the mother of his newborn child while she is incapacitated for maternity reasons. Approval of leave for this purpose will be consistent with the Employer policy in granting sick leave, annual leave and leave without pay in similar situations, and each leave request will be considered on its own merits.

SECTION 09.01: PROCEDURES

A. The employee will provide the supervisor a medical certificate in advance of the anticipated absence. This certificate must indicate the estimated date of delivery, and the dates recommended by her physician to begin and terminate the leave.

SECTION 09.02: RETIREMENTS AND TIME-IN-GRADE COVERAGE

During the period of leave under this Article, retirement and time-in-grade coverage will be continued to the extent permitted by applicable law and regulation.

SECTION 09.03: HEALTH AND LIFE INSURANCE BENEFITS

During the period of leave under this Article, health benefits and life insurance shall be continued to the extent permitted by law and regulation.

ARTICLE 10
FAMILY AND MEDICAL LEAVE, FAMILY-FRIENDLY LEAVE POLICIES
AND BONE MARROW/ORGAN DONATION LEAVE

SECTION 10.00:

Under the Family and Medical Leave Act (FMLA) of 1995, most Federal employees are entitled to a total of up to 12 workweeks of unpaid leave during any 12-month period for the following purposes:

- A. the birth of a son or daughter and the care of such son or daughter,
- B. the placement of a son or daughter with the employee for adoption or foster care,
- C. the care of a spouse, son, daughter, or parent of the employee who has a serious health condition,
or
- D. a serious health condition of the employee that makes the employee unable to perform the essential functions of his or her position.

Under certain conditions, an employee may use FMLA leave intermittently. An employee may elect to substitute annual leave and/or sick leave for any unpaid leave under the FMLA, consistent with current laws and Office of Personnel Management (OPM) regulations for using annual and sick leave. The amount of sick leave that may be used to care for a family member is limited under OPM regulations. FMLA leave is available in addition to other paid time off available to an employee.

SECTION 10.01:

Upon return from FMLA leave, an employee must be returned to the same position or an equivalent position with equivalent benefits, pay, status, and other terms and conditions of employment. An employee who takes FLMA leave is entitled to maintain health benefits coverage. An employee on unpaid FMLA leave may pay the employee share of the health benefits premiums on a current basis or pay upon return to work.

SECTION 10.02:

An employee must provide written notice of his or her intent to take FMLA leave not less than 30 days before leave is to begin, or in emergencies, as soon as practicable. Within 3 workdays, the Employer will approve or disapprove FMLA leave requests or ask for additional medical certification. If disapproved, the rationale for the decision will be provided. Decisions and requests for medical certification will be in writing.

SECTION 10.03:

The Employer may request medical certification in accordance with 5 CFR 630.1207 (Medical Certification) for FMLA leave taken to care for an employee's spouse, son, daughter, or parent who has a serious health condition, or for a serious health condition of the employee. The Employer will safeguard the privacy of such data. In general, medical information must be sufficient to show that the employee or family member is seriously ill, the date the illness began and the expected duration of the illness, the need for care by the employee in cases of family care, and whether the employee or family member is incapacitated. In addition, the request for leave must include a statement that the employee will be providing care to the family member.

SECTION 10.04:

Most employees may use a total of 104 hours of sick leave each leave year to:

- A. Provide care for a family member who is incapacitated by a medical or mental condition or attend to a family member receiving medical, dental, or optical examination or treatment, or
- B. Make arrangements necessitated by the death of a family member or attend the funeral of a family member. For this Section, "family member" is defined as a spouse, and parents thereof; children, including adopted children, and spouses thereof; parents; brothers and sisters, and spouses thereof; and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

SECTION 10.05:

Employees are permitted to use sick leave for purposes related to the adoption of a child. Employees may use sick leave for appointments with adoption agencies, social workers and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.

SECTION 10.06:

Employees are entitled to up to seven days of paid leave each calendar year to serve as a bone marrow donor. Employees are also entitled to up to 30 days of leave to serve as an organ donor. Leave for bone marrow and organ donation is not sick or annual leave. It is a separate category of leave in addition to annual and sick leave.

ARTICLE 11
MISCELLANEOUS LEAVE AND EXCUSED ABSENCE/ADMIN LEAVE

SECTION 11.00: COURT LEAVE

A. Court leave will be granted in accordance with applicable regulations to an employee who is required by subpoena or direction by higher authority to appear as a witness for any party in a court case in which the Federal Government, the government of the District of Columbia or any State or local government is a party. The court may be a Federal, State, District of Columbia or municipal court. When the employee is called as a witness, he/she will notify his/her supervisor promptly so that proper arrangements may be made for his/her absence from duty.

B. Employees called for jury duty or jury qualification will be granted court leave consistent with regulations. When called, the employee will promptly notify the leave approving official and submit a true copy of his/her summons for jury service. Upon completion of his/her service, the employee will present to the approval official evidence from the court indicating time served on such duty.

C. Official duty- An employee who is summoned as a witness in an official capacity on behalf of the Federal government is on official duty, not court leave.

D. Fee/expenses- Employees must reimburse the Employer fees paid for service as a juror or witness. Monies paid to employees acting as a juror or witness, which are "expenses" (e.g. transportation) do not have to be reimbursed to the Employer.

SECTION 11.01: VOTING AND REGISTRATION TIME

A. Local Commuting Area- As a general rule, an employee is not entitled to any excused time if the polls are open three (3) hours either before or after his/her working hours. Normally, if the polls are not open at least three (3) hours before or after, the supervisor will grant sufficient time to vote in order to permit the employee to report for work three (3) hours after the polls are open or leave work three (3) hours before the polls close, whichever requires the lesser amount of time off.

B. Beyond Commuting Distance- Normally, if an employee's voting place is beyond normal commuting distance, and if voting by absentee ballot is not permitted, the supervisor will grant up to five (5) hours of administrative leave for this purpose.

C. The employee has the responsibility to make leave requests with the leave-approving official in advance for time off to vote or register.

SECTION 11.02: BLOOD DONATION

Normally, an employee who donates blood at the Employer's worksite shall be allowed (4) hours to leave his/her worksite, give blood and return to his/her worksite. Job responsibilities will be considered when determining recuperation time before returning to work. The Employer may request verification from the employee.

SECTION 11.03: WORK RELATED PERSONNEL MATTERS

A. Interviews for Promotion Within AFP 42 and EAFB Police Departments - Normally, an employee whose name appears on the Federal Merit Promotion Program Certificate shall be granted excused absence to be interviewed by the selecting official if necessary, if the interview takes place during the employee's duty time.

B. Visits to the Civilian Personnel Section at Edwards AFB - Employees may be granted a reasonable amount of time to contact the CPS. If further inquiry is necessary, employees may contact the servicing CPS by telephone. If an employee believes a personal visit is required, the employee will submit a written request to their supervisor for approval. The request will be approved only if the supervisor determines such an appointment is necessary.

C. Medical Examinations -An employee who takes an examination at a medical facility designated by the Employer during his/her regularly scheduled tour of duty will be in a duty status. In the instance where the employee takes an examination administered by the Employer during the scheduled time off, the employee shall be compensated as "On the Clock" and payable in a regular or overtime status as appropriate. In the event the Employer designates a private physician to perform an examination, that examination will be compensable under this Section.

SECTION 11.04: MILITARY FUNERALS

A. An employee may be excused for up to four (4) hours in any one day to enable him to participate as an active pallbearer or as member of a firing squad or a guard of honor in a funeral ceremony for a member of the armed forces whose remains are returned from aboard for final interment in the United States. The employee will provide appropriate documentation.

B. An employee shall be granted up to three (3) days of leave to make arrangements for or to attend the funeral or memorial service of an immediate relative who died as a result of a wound, disease, or injury incurred as a member of the armed forces while serving in combat. The three (3) days need not be consecutive, but if not, the employee will furnish the Employer satisfactory reasons justifying a grant of funeral leave for nonconsecutive days. Funeral leave shall be granted only from a prescribed tour of duty, including regularly scheduled overtime.

C. The term "immediate relative" is defined as:

1. Spouse, and parents thereof.
2. Children, including adopted children, and their spouses.
3. Parents and spouses thereof.
4. Brothers and sisters and their spouses.
5. Grandparents and grandchildren, and spouses thereof.
6. Domestic partners and parents thereof, including domestic partners of any individual in numbers 2 through 5.
7. Any individual related by blood or affinity whose close association with the employee was such as to have been equivalent to a family relationship.

SECTION 11.05: CONVENTIONS, CONFERENCES, AND MEETINGS

Employees may be excused to attend job-related meetings, conferences, and conventions when the Employer determines that the attendance will serve the best interests of the Employer. Attendance is limited to those situations in which the employee is an official representative of the Employer and if the situation is permitted by Government ethics rules.

SECTION 11.06: UNION LEAVE

A. Every year, the Executive Board shall be granted up to 40 hours per year for training purposes. On years where NAGE has a National Convention, 40 hours may be utilized for that purpose, but only for any portions of the Convention that the Parties determine are of mutual benefit. Official time cannot be used for internal Union business.

B. Every year, up to forty (40) hours each will be granted to no more than five (5) Union representatives to attend Training

ARTICLE 12
EMPLOYEE RECORD /PRIVACY ACT

SECTION 12.00. GENERAL

The Employer will not maintain any system of personnel records other than those authorized by the Office of Personnel Management (OPM) and those Agency systems published in the Federal Register in compliance with the provisions of the Privacy Act of 1974.

SECTION 12.01. OFFICIAL PERSONNEL FOLDER (OPF)

A. The Official Personnel Folder (OPF) is the official repository for records affecting an employee's status and Federal service. Air Force currently uses an electronic OPF. The folder provides the basic source of factual data about the employee's Federal employment history. It is used primarily by the servicing Civilian Personnel Section in screening qualifications for Reduction-in-Force (RIF) placement, determining status, computing length of service, and other information needed in providing personnel services. Normally, OPFs are not used to determine qualifications for Merit Promotion.

B. The Employer shall provide for the maintenance of an OPF for every employee. Upon request, employees will be informed as to the location of their OPF. The Employer uses an electronic OPF for newly generated documents and maintains the records in accordance with statutes and regulations.

C. Material will be filed in the OPF in compliance with applicable rules and regulations of the OPM.

D. Employees and their designated representative shall be permitted to review any document appearing in the employee's electronic OPF upon request. If the representative seeks to review the OPF without the employee present, the employee must provide written authorization to the Employer.

E. Authorized personnel, not employed by the Employer, may inspect an employee's OPF only after producing appropriate credentials. As required by the Privacy Act of 1974, an accurate accounting will be made for disclosure of information from the OPF, and upon request, the information from this accounting will be made available to the employee.

F. Employees, upon request, shall be advised of the length of time the Employer intends to maintain unfavorable material in the supervisor's files. A written counseling for conduct may only be retained for a period of no longer than 12 months unless there is an additional occurrence within that period; then it may be retained up to 18 months, and will not be filed in the employee's OPF.

G. If records of charges placed in the OPF are removed based on management/third party decision or dispute resolution, such charges will not be considered a factor in connection with any future personnel actions.

H. When a notation concerning counseling, oral admonishment, disciplinary action, adverse action, etc., is entered into the supervisor's files, the entry will be discussed and the employee will be advised of his or her right to make written comments. Initialing or signing the document does not confer agreement. Supervisory notes relied upon in counseling an employee about a performance or conduct issue, or used in initiating a disciplinary action, will be made available upon request and discussed with the employee at that time.

SECTION 12.02: GENERAL

Employees and/or their authorized representative will have the right and be granted a reasonable amount of time to examine any of their personnel records on duty time in the presence of a management official.

SECTION 12.03: ACCESS TO PERSONNEL RECORDS

Access to personnel records of the employee by the employee or the authorized representative will be granted within two (2) working days of the request if such records are maintained on the premises in which the employee is located and are immediately available. If the records are not so maintained as available, the Employer will initiate prompt action to obtain the records from their location. No records will be reviewed by a representative of the employee without prior written consent of the employee.

SECTION 12.04: SUPERVISORY NOTES

A. Supervisor's may retain "supervisory" notes commonly called "memory joggers". All of the following conditions must exist for the notes to be considered "memory joggers". The notes must be:

1. Retained as a memory aid by the supervisor.
2. for the Supervisor's personal use.
3. Provided to no other person, except those with a need to know in the course of official business.
4. Retained or discarded at the supervisor's discretion.

B. These notes are considered mere extensions of the supervisor's memory and are not subject to the Privacy Act. However, if any of the conditions are broken, these notes are no longer mere extensions of the supervisor's memory and become records subject to the Privacy Act.

C. These personal personnel notes or memory joggers will not be used to circumvent proper disclosure to the employee nor may they be used to retain information that should properly be contained in a system of records.

ARTICLE 13
DEVELOPMENTAL OPPORTUNITY PROGRAM (DOP)

It is USAF/AFMC/AFLCMC policy to design, carry out and support career advancement opportunities for lower grade civilian employees in accordance with governing regulations. The Developmental Opportunity Program (DOP) is designed to help employees reach their full potential and productivity and to fulfill the Air Force mission. Lower graded employees will be given the chance to gain the skills needed to compete for higher level positions in accordance with AFMAN 36-203 and base level career management programs. Employees with potential, but lacking qualifications, can become qualified for current or projected positions through mission supportive job experience and job related training and education.

ARTICLE 14
EMPLOYEE PERFORMANCE

SECTION 14.00: GENERAL

A. The parties recognize that increased productivity benefits both employees and the Employer under pay-for-performance principles. The Employer will encourage employee productivity through the financial incentive rewards of the Performance Management and Suggestion Programs. The Union and Employer will mutually strive to enhance productivity through improving and maintaining a quality working environment. The IBPO Local 706 will be invited to attend any and all plenary sessions relative to any innovative programs designed to enhance/increase productivity or improve the quality of the work environment.

B. The performance management program will be administered in accordance with AFI 36-1001, 1 Jul 99, and AFP 36-1003, 1 Jul 99, and the provisions outlined in this article. This program will be managed without regard to politics, race, color, religion, age, sex, marital status, national origin, or handicapping condition. Required or predetermined distributions of performance ratings are prohibited.

SECTION 14.01: PERFORMANCE EVALUATION

A. The purpose of this article is to establish the basis for evaluating employees. Such ratings will be used for:

1. Competitive in-service placement actions including promotion.
2. Reassignments to positions with known growth potential.
3. Selection for training that results in enhancement of career growth.
4. Within grade increases.
5. Performance awards.

B. The performance plan defines the critical performance elements of a position and the performance standards that apply to each critical element. Performance plans may be in the form of an AF Form 860 or as part of the Standard Core Personnel Document (SCPD). In an SCPD, the performance plan is expressed in terms of duties and standards. Employees will be given a copy of their performance plan upon entry into a new position or any time changes are made to the performance elements and/or standards. Employees will also receive a copy of their performance plan on an annual basis.

C. The parties recognize performance elements are the significant duties and responsibilities on which employee performance is appraised. They are identified through the analysis of the major job requirements of employees' jobs. Performance elements must be consistent with the level of responsibility and duties of the position description.

D. A critical performance element is defined as a work assignment or responsibility of such importance that unacceptable performance on the element would result in a determination that the employee's overall performance is unacceptable.

E. Performance standards are used to measure the performance of the employee against the critical elements in the performance plan. Performance standards must be developed for each critical performance element, defining at least acceptable performance. Where performance award programs rely upon the ability of the employee to exceed performance standards in accordance with paragraph 15.03a, critical performance standards must be written in such a way that they can be exceeded. A performance standard should recognize the degree of difficulty and reflect the consequences of the work outcomes to the organization and mission. The performance standard for each performance element must be defined in measurable terms, be job related, meet higher authority criteria and be applied in a fair and valid manner. Exceptions will be permitted where the law authorizes the use of absolute standards.

F. Upon request, the supervisor will provide clear guidance on how to meet and exceed each element of the performance plan. Clear guidance is information recorded in the employee's 971 file or on a separate piece of paper for insertion into the 971 file, that briefly and accurately describe the level of the performance required by the employee to meet or exceed each element of the performance plan. The supervisor will sign and date the written guidance and the employee will sign and date acknowledging receipt. The supervisor will retain a copy in the employee's 971 file and, if requested, give a copy to the employee.

G. Supervisors will meet with the individual employee periodically during the appraisal cycle to discuss the employee's performance in relation to the elements of the performance plan and make a sincere effort to assist employees to maximize their job performance. These discussions may also include the adequacy of the performance plan and any changes the supervisor may make to the performance plan. The performance feedback sessions will follow the outline prescribed by the AF Form 860B and will be annotated on the AF Form 860B. Performance improvement needed against a critical performance element will be noted in the "Comments" section of the form. A copy of the completed AF 860B shall be provided to the employee at the time of the feedback session. The original copy of the AF Form 860B shall be maintained in the Supervisor's Work Folder (commonly referred to as AF Form 971).

H. Employees, upon request to their supervisor, will be provided the opportunity to discuss their performance at any time during the rating period, as well as at the time the supervisor meets with them to discuss their overall rating at the completion of the rating period.

I. An employee's annual rating will be the result of the application of the standards against performance as described above. The annual rating will be recorded on an AF Form 860A, Civilian Rating of Record, with a copy provided to the employee immediately following the annual performance rating discussion.

J. Employees are allowed and encouraged to provide ideas, comments, or recommendations relating to performance elements and standards to supervisors for consideration at any time or when the work plan (AF Form 860) is being changed. Any employee written input will be retained in the Supervisor's Work Folder (commonly referred to as AF Form 971), for the life of the plan. At the time a

performance plan is issued, employees will be given the opportunity to review and discuss the performance elements and standards with the supervisor including the consideration that was given to their input and recommendations.

K. In the application of the overall performance plan the Employer will take into account mitigating factors such as availability of resources, equipment, lack of training, or frequent authorized interruptions of normal work duties.

L. Employees who perform Union representational services on official time as authorized by law, and do not meet the minimum time requirements prescribed by OPM for performing management assigned duties listed in their performance plan for an annual appraisal, shall be appraised in accordance with applicable OPM Government-wide regulations.

M. Authorized time spent performing Union representational functions will not be considered as a negative factor when evaluating any element.

SECTION 14.02: PERFORMANCE MANAGEMENT SYSTEM

A. A number of factors must not be included in an employee's performance appraisal. The following subjects are inadmissible in any part of a Performance Appraisal Report:

1. Reference to race, color, religion, sex (except for titles of address, first names, or personal pronouns), national origin, age, political affiliation, marital status, sexual orientation, or references to spouse or family.
2. Mention of the specific nature of a disability or medical problem, such as physical handicap, alcoholism, or drug abuse.
3. Mention of initiation of, involvement in, or participation in grievance or EEO procedures except when an appropriate authority has determined that an employee has committed a discriminatory action.
4. Non-participation in employee organizations or activities.
5. Recommendations on reclassification of the rated employee's position to a higher or lower grade.
6. Reference to previous performance ratings or events or performance outside the rating period.

B. Grievances

An employee who disagrees with his/her performance appraisal should first discuss it with the rating and/or reviewing officials when the report is being prepared. If those officials agree, a revision should be made in the appraisal. A grievance may be filed under this Agreement concerning a completed appraisal report on the grounds that the report has not been completed in accordance with instructions. Performance standards and critical element cannot be grieved or appealed. Where an employee becomes the subject of a reduction in grade or removal action as a result of an unacceptable

performance appraisal, the employee may grieve or appeal the resultant performance-based or adverse action, but not both.

SECTION 14.03: PERFORMANCE RECOGNITION

A. The primary intent of performance awards is to recognize high levels of employee performance.

1. In completing an employee's annual appraisal, the supervisor will briefly indicate in the AF Form 860A, Part C, which elements were exceeded.

2. An employee whose performance exceeds all critical performance elements shall be given a cash performance award and/or time-off award provided award funds are available.

3. An employee with an overall acceptable performance rating and whose performance exceeds one half or more of the critical performance elements should receive a cash performance award and/or time-off award provided award funds are available. Any award at this level must be less than the lowest percentage cash award presented at the higher level in the same organization.

4. An employee who meets all critical performance elements may be given a cash performance award and/or time-off award provided award funds are available. Any award at this level must be less than the lowest percentage cash award presented at the next higher level described above in the same organization.

5. Funding permitting, employees in the same organization who exceed all; or exceed one-half or more of their critical performance elements will be given a cash performance award and/or time-off prior to those employees in the same organization who meet all critical performance elements.

6. When supervisors review employee performance for possible recognition under this program, they will consider employee participation in various Federal, DoD, or Air Force productivity related programs which emphasize increased productivity, reduced costs, or simplified procedures or operations.

B. The employer agrees that, if an employee is detailed or loaned or is a Union Representative during the rating cycle, it will not affect consideration of that employee to receive an award, if otherwise eligible.

C. Supervisors will award employees commensurate with performance, and to the extent award funds are available.

D. All cash awards approved in accordance with governing regulations will be paid to the employee.

E. Upon request the employer shall provide to the IBPO Local 706 President summary reports concerning award programs to the extent such reports are available.

SECTION 14.04: WITHIN-GRADE INCREASE

A. Within-grade increases (WGIs) will be processed in accordance with guidelines set forth in law and governing regulations. Denial of a within-grade-increase will be based solely on the employee's performance.

1. An employee whose WGI has been withheld may ask for reconsideration.
2. The reconsideration official shall decide the merits of the case based upon the material provided in the reconsideration file, information provided orally or in writing by the employee or the employee's representative, and if necessary, additional information or explanation relative to the reconsideration file provided by the supervisor(s) involved.
3. The reconsideration official must notify the employee of his/her final decision in writing as soon as possible, but not later than 30 calendar days after receipt of the request for reconsideration.

B. If requested in writing by the employee or the employee's designated representative, a copy of all pertinent documents relating to the negative determination contained in the employee Reconsideration file will be provided.

C. If a negative determination is sustained by the reconsideration official, the employee may appeal with the Merit System Protection Board.

SECTION 14.05: TEAM INCENTIVE AWARDS

AFP 42 Director or other appropriate management officials are encouraged to use Team Incentive Time Off Awards (TOA) to build team camaraderie and motivate teams to achieve and/or exceed team metrics. The maximum number of hours granted for Team Incentive TOAs must be in accordance with AFI 36-1004, Managing the Civilian Recognition Program.

ARTICLE 15
EQUAL OPPORTUNITY

SECTION 15.00: POLICY

The Employer assures that all employees have equal opportunities and that no one is discriminated against because of race, color, national origin, sex, religion, age, disability or genetic information. Equal Opportunity shall be promoted through a positive, continuing program in accordance with directives of the EEOC and USAF.

SECTION 15.01: POLICY AND PROGRAM OBJECTIVES

The parties agree that they will give full support to the equal opportunity policy and program objectives established by Equal Employment Opportunity Commission directives, Air Force regulations, and this Agreement. The Employer will establish plans and programs to attain the Air Force objectives. The policy and program objectives the parties will work aggressively and effectively to attain are that:

- A. All personnel actions and employment practices will be in compliance with this contract and appropriate regulations.
- B. All activities and services operated, sponsored, or participated in by the Employer are not segregated, and that their use will be determined in accordance with the law and government wide regulations.
- C. Complaints of discrimination are given prompt and fair consideration, and that every effort is made to provide for just and expeditious resolution of each complaint.
- D. Persons who allege discrimination or who participate in the presenting of such complaints are free, from restraint, interference, coercion, discrimination, or reprisal.
- E. In accordance with mission requirements, budget, and personnel ceiling, maximum opportunity for upward mobility will be provided to employees to enhance their skills so they may perform at their highest potential and advance in accordance with their abilities.
- F. The union may request general information such as the number of complaints in a fiscal year.
- G. The parties agree to provide, to their respective constituents, feedback information gathered at EO Advisory Committee Meetings.
- H. The Employer accepts full responsibility for implementation and administration of AFMC's Affirmative Employment and EO plan and objectives.

SECTION 15.02: EO ADVISORY COMMITTEES

- A. The Union will be entitled to have a representative or representative on the activity EO Advisory Committee(s) in accordance with the past practice at each activity.
- B. The Union representative(s) will have a full and active role on the committee and will be responsible for providing Union positions on all matters addressed by the Advisory Committee. Such representative(s) will ensure that Union positions and proposals are provided in a timely manner.
- C. Members of committees shall have access to appropriate quarterly reports and other assessments of EO progress.

SECTION 15.03: RESPONSIBILITIES OF SUPERVISORS

Supervisors are responsible for making a positive commitment to manage all human resources effectively in carrying out the Air Force mission and for achieving their share of program objectives. This responsibility requires that all supervisors must:

- A. Treat all employees fairly in all matters affecting or related to employment.
- B. Implement, by action and deeds, the commander's commitment to and support of the Air Force EO program.
- C. Support those affirmative action requirements defined in activity plans that contain supervisory/managerial responsibility for effective and successful attainment.

SECTION 15.04: RESPONSIBILITIES OF EMPLOYEES

All employees have a responsibility for a positive commitment to equal opportunity. Employees must:

- A. Treat all fellow employees as peers, and abstain from actions or comments that suggest or imply discriminatory attitudes.
- B. Become aware of EO goals, objectives, and principles in order to assist in making the Air Force EO Program credible and effective.
- C. When EO complaints and class action allegations are being processed, furnish prompt and accurate responses to inquiries without fear of reprisal.

SECTION 15.05: CHANGES IN AFFIRMATIVE EMPLOYMENT PLANS

When any changes to Activity Affirmative Employment plans are made which affect working conditions, the local union will be provided notice and an opportunity to bargain in accordance with the statute.

ARTICLE 16
UNIFORM AND EQUIPMENT

SECTION 16.00: PROFESSIONAL APPEARANCE

The Union agrees to work with the Employer in promoting positive employee attitudes and in improving professionalism with the objective of a more effective accomplishment of the mission. The Union and Employer will mutually support the Employer's objectives as they relate to appearance and attitude. To this end, Union and Employer officials will encourage employees to perform their assigned duties to the best of their ability, to take pride in quality work, strive to maintain professional appearances, promote friendly and harmonious working relationships between supervisors and subordinates, encourage members to suggest ways to improve work methods, and strive to promote friendly communication as they interact with civilian and military personnel. Uniforms will be worn in accordance with department policy.

SECTION 16.01: STANDARD ISSUE

The employer will provide all required uniform items to bargaining unit employees.

SECTION 16.02: BODY ARMOR

Body armor will be inspected annually and replaced as appropriate.

SECTION 16.03: NEW OR UPGRADED EQUIPMENT

The Employer shall notify the Union prior to the purchase of new uniforms and equipment or the upgrading of existing uniforms and equipment for the Police Officers for Pre-Decisional Involvement and Impact and Implementation Negotiations. The Employer shall also provide any available information for new equipment to the Union.

ARTICLE 17
ADVERSE ACTIONS

SECTION 17.00: SCOPE.

- A. For the purpose of this Article, adverse actions are suspensions of more than fourteen (14) days, reductions in grade or pay, furloughs for thirty (30) days or less and removals as defined in 5 U.S.C. Chapter 75.
- B. The provisions of this Article do not apply to the removal of probationary or term employees.
- C. The Employer will take an adverse action for such cause as will promote the efficiency of the service.

SECTION 17.01: APPROPRIATENESS OF ACTION.

The Employer and the Union agree that every situation warranting adverse action is different. In deciding what action may be appropriate, the Employer will give due consideration to the relevant facts in a particular case, and each case must be considered individually. In determining an appropriate penalty the "Douglas Factors" will be considered.

SECTION 17.02: PROCEDURES.

The Employer will follow these procedures when proposing and deciding to take adverse actions against an employee under this Article:

- A. Give the employee at least thirty (30) calendar day advance written notice stating the specific reason for the proposed adverse action unless the proposed action is being taken under the "crime provision" (5 C.F.R. 752.404).
- B. In cases where an adverse action is proposed for reasons of off-duty misconduct, the Employer's written notification will contain a statement of the nexus between the off-duty misconduct and the efficiency of the service.
- C. When requested, provide the employee with a copy of any information relied upon to support the proposed adverse action.
- D. Grant the employee 4 hours of duty time to prepare his/her response to the proposed adverse action. An employee may request additional time as needed to prepare a response to a complex issue. Requests for additional time will not be unreasonably withheld.

E. Give the employee the opportunity to reply to the notice orally and/or in writing within ten (10) calendar days from the date the employee receives notice of the proposed adverse action. If (crime provision applies; 7 calendar days). The Employer may consider a written request from the employee to extend the reply period unless the proposed action is being taken under the "crime provision" (5C.F.R. 752.404), in which case a request for an extension of the reply period will not be considered.

F. Consider the employee's reply.

G. Give the employee a written decision letter concerning the proposed adverse action. Normally, the decision will be made by a management official of a higher level than the official who issued the notice of the proposed adverse action. The decision letter will be issued prior to the effective date of the adverse action, and will contain the Employer's findings with respect to each specification made against the employee in the notice of proposed action. The Employer also will include a statement in the decision letter advising the employee of his rights to challenge the adverse action.

SECTION 17.03: RIGHT TO UNION REPRESENTATION.

Upon request, an employee is entitled to Union representation at any examination by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee.

SECTION 17.04: CORRECTION OF THE RECORD.

If an adverse action is canceled, all documentation relative to that action (or proposed action) in the employee's OPF will be destroyed. The Employer will not destroy any documentation required to be preserved under laws, rules, or regulations.

ARTICLE 18
DISCIPLINARY ACTIONS

SECTION 18.00: SCOPE. For the purpose of this Article, disciplinary actions are written reprimands and suspensions of fourteen (14) calendar days or fewer.

SECTION 18.01: STANDARD. Disciplinary actions may not be taken against an employee except for such cause as will promote the efficiency of the service. Disciplinary actions must be supported by a preponderance of evidence and must be consistent with applicable laws and regulations governing such actions. Disciplinary actions must be determined on the merits of each individual case.

SECTION 18.02: PRIOR MEASURES.

The Employer may consider informal counseling prior to initiating disciplinary action.

SECTION 18.03: LETTER OF REPRIMAND.

Letters of Reprimand are filed for a 2 year period in the Employee's Official Personnel Folder (OPF). However, the Employer may remove a letter of reprimand from the employee's OPF at an earlier date.

SECTION 18.04: PROCEDURES.

The Employer will follow these procedures when proposing and deciding to suspend an employee under this Article:

- A. Give the employee advance written notice stating the specific reasons for the proposed suspension. In cases where a disciplinary action is proposed for reasons of off-duty misconduct, the Employer's written notification will contain a statement of the nexus between the off-duty misconduct and the efficiency of the service.
- B. When requested, provide the employee with a copy of the information relied upon to support the proposed disciplinary action.
- C. Grant the employee 4 hours of duty time to prepare his/her response to the proposed suspension. An employee may request additional time as needed to prepare a response to a complex issue. Requests for additional time will not be unreasonably withheld.
- D. Give the employee the opportunity to reply to the notice orally and/or in writing within ten (10) calendar days from the date the employee receives notice of the proposed suspension. The Employer may consider a written request from the employee to extend the reply period.
- E. Consider the employee's reply.

F. Give the employee a written decision letter concerning the proposed suspension. Normally, the decision will be made by a management official of higher level than the official who issued the notice of the proposed suspension. The decision letter will be issued prior to the effective date of the suspension, and will contain the Employer's findings with respect to each specification made against the employee in the notice of proposed action and the dates of the suspension. The Employer also will include a statement in the decision letter advising the employee of his rights to challenge the suspension.

SECTION 18.05: RIGHT TO UNION REPRESENTATION

Upon request, an employee is entitled to Union representation at any examination by the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee.

SECTION 18.06: RIGHT TO FILE GRIEVANCE.

An employee against whom a disciplinary action has been taken may challenge that action in accordance with Article 19 of this Agreement.

ARTICLE 19
GRIEVANCE PROCEDURE

SECTION 19.00: GRIEVANCE PROCEDURE

Grievance means any complaint:

- A. By any unit employee concerning any matter relating to the employment of the employee;
- B. By the Union\Local concerning any matter relating to employment of unit employees;
- C. By any unit employee, the Union\Local or the Employer concerning:
 - 1. The effect or interpretation, or claim of breach of this Agreement; or
 - 2. Any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment.

This negotiated grievance procedure shall be the sole procedure available to the Union, the Employer and the unit Employees for resolving grievances over the interpretation or Application of this Agreement, it's Amendments, supplements, or for unit employees, over any dissatisfaction with their working conditions. The Parties may negotiate procedures involving the use of Alternative Dispute Resolution in connection with this Agreement.

Employees may not be represented under this negotiated grievance procedure except by representative(s) designated by the Union. However, any employee or group of employees in the Unit may present such grievances to the Employer and have them resolved as long as the resolution is not inconsistent with the terms of the Agreement and the exclusive representative is accorded the right to be present during the grievance proceeding.

If the employee elects to be represented by the Union, copies of all correspondence addressed to the employee will also be furnished to the Union.

SECTION 19.01

This Article establishes the exclusive procedure available to the employees in the Unit, the Union and the Employer for resolving all grievances which fall within its scope.

The following are excluded from coverage:

- 1. A claimed violation relating to prohibited political activities (Subchapter III of Chapter 73 of Title 5);
- 2. Retirement, life insurance, health benefits,
- 3. A suspension or removal in the interest of National Security, 5 USC 7532;

4. Any examination, certification or appointment of candidates for Federal Employment,
5. The classification of any position which does not result in the reduction of grade or pay of an employee;
6. Non-selection for promotion from a group of properly ranked and certified candidates;
7. Termination of probationary employees;
8. Proposed disciplinary/adverse actions;
9. Matters appealable to the Merit Systems Protection Board;
10. EEO Complaints
11. Termination of temporary appointments; and
12. Disapproval of honorary or discretionary awards (although matters regarding how the overall awards program is administered may be grieved).

SECTION 19.02

Grievances may be initiated by:

- A. An employee either singularly or jointly;
- B. The Union; or
- C. The Employer.

Regardless of Union membership, employees shall not be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation, or established agency policy.

SECTION 19.03

If two or more employees initiate identical grievances, the Union will select one of the grievances as representative for processing and the decision made on the representative grievance will be equally applicable to all of the other identical grievances.

SECTION 19.04

Union grievances shall be filed in writing and submitted to the AFP 42 Director with a copy to the Human Resources Officer. The Site Director shall respond in writing within (20) calendar days of receipt of the grievance.

SECTION 19.05

Employer grievances shall be filed in writing with the Local President. The Local President shall respond in writing within (20) calendar days of receipt of the grievance.

SECTION 19.06

The processing of employee grievances shall be as follows:

A. Step 1. Informal Stage: The purpose of this step in the grievance procedure is to resolve the issue giving rise to the grievance at the lowest level. An employee with a grievance will first inform orally or in writing to the first level of authority in his/her Chain of Command (immediate supervisor), of the nature of the grievance within (20) calendar days after the grievant is aggrieved or becomes aware of a grievable situation. An employee may choose to bring the informal grievance to the next higher supervisory level if desired. This time frame may be extended by mutual consent. The grievant and the Union Official will be informed of the findings in writing within (20) calendar days from the date upon which the grievant presented the grievance.

B. Step 2. Formal Stage: If the grievance cannot be resolved at the informal level, the grievance may be forwarded in writing to the Chief of Security Forces within (20) calendar days of the grievant receipt of the decision at the informal stage. The grievance shall be presented in writing, signed by the grievant or his/her representative and shall identify:

1. The specific nature of the grievance, including any part of a collective bargaining agreement that is alleged to have been violated;
2. The date of the occurrence or awareness of the facts and circumstances leading to the grievance;
3. The collective relief sought;
4. The date of receipt of the Informal Stage decision;
5. The identity of the representative, if any.

The Chief of Security Forces or his/her designee shall conduct an inquiry and may meet with the grievant and his/her representative within 20 calendar days following the receipt of the formal grievance. A written decision will be given to the grievant and his representative, if any, within (20) calendar days after the closing date of the inquiry.

C. If the grievant is not satisfied with the Step 2 decision, the Union may request elevation to the Director AFP 42 in accordance with Step 3 below.

D. Step 3. Formal Stage: If the grievance cannot be resolved at the Step 2 level, the grievance may be forwarded in writing to the Director AF Plant 42 within (20) calendar days of the grievant receipt of the decision at the informal stage. The grievance shall be presented in writing, signed by the grievant or his/her representative and shall identify:

1. The specific nature of the grievance, including any part of a collective bargaining agreement that is alleged to have been violated;
2. The date of the occurrence or awareness of the facts and circumstances leading to the grievance;
3. The collective relief sought;
4. The date of receipt of the Informal Stage decision;
5. The identity of the representative, if any.

The Director AF Plant 42 or his/her designee shall conduct an inquiry and may meet with the grievant and his/her representative within 20 calendar days following the receipt of the formal grievance. A written decision will be given to the grievant and his representative, if any, within (20) calendar days after the closing date of the inquiry.

E. If the grievant is not satisfied with the Step 3 decision, the Union may request arbitration pursuant to the provisions on arbitration below.

SECTION 19.07

The time limits of any section in this grievance procedure may be extended by agreement between the parties. A grievant may withdraw the grievance at any time. Failure of the Employer to observe the time limits for any step in the grievance procedure will entitle the grievant to present the grievance to the next step. Failure of the grievant to observe the time limits for any step in the grievance procedures will entitle the Employer to reject the grievance for untimeliness, although the grievant may request an extension of time before the deadline expires, with the reasons why the grievant will not be able to meet the deadline.

SECTION 19.08

Full and open sharing of information pertinent to a grievance shall be the goal of the Union and the Employer, within the limits prescribed by law. Requests for information by the Union will be put in writing and submitted to the Labor Relations Officer. Each request will clearly identify the information being requested.

SECTION 19.09

If the grievant(s) resigns, dies, or is separated from the unit by any action other than removal before a decision is reached on the grievance and no compensation issues are involved, action will be stopped and all interested Parties will be notified by the moving party that because of the separation, the case will be closed without decision. The Union reserves the right to pursue any grievance that is in the common good for other employees of the unit.

SECTION 19.10

The grievant, and any employee called as a witness in grievance procedures will be granted official time if appropriate to the extent necessary to participate in the proceedings.

ARTICLE 20
ARBITRATION

SECTION 20.00:

If the Employee and Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance may be submitted to arbitration upon written request by either the Employer or Union within (30) calendar day's issuance of the final decision or when the final decision was due. Only the Employer or the Union can submit a grievance to arbitration.

SECTION 20.01

Within (15) working days from the date of the request for arbitration, the requesting party will notify the Federal Mediation and Conciliations Service (FMCS) to provide a list of (7) impartial persons qualified to act as arbitrators. This procedure may also be done jointly upon agreement of the parties. The Parties will set a date to determine an arbitrator within (15) working days after receipt of said list. The Parties will alternately strike one arbitrator's name from the list of (7) until one name remains, who will be duly selected arbitrator. The parties will alternate who strikes the arbitrator first. In the alternative the parties may agree to mutually select an arbitrator from the FMCS list without striking arbitrators.

SECTION 20.02

The arbitration fees and any expenses shall be borne equally by the parties. Where the Union and the Employer mutually request a transcript, the cost will be shared; otherwise the party requesting the transcript shall bear the expense.

SECTION 20.03

The arbitration hearing will be held on the Employer's premises during normal working hours. The Union representative, the grievant, and any employee called as a witness will be granted official time to the extent necessary to participate in the official proceedings. As necessary, duty hours of participants will be changed to meet the needs of an arbitration hearing. The intent is that an employee shall not suffer a loss of pay or benefits as a result of his/her participation in an arbitration proceeding.

SECTION 20.04

Unless mutually agreed to, procedural issues will not be bifurcated from the merits of the matter at arbitration.

SECTION 20.05

The arbitrator will be requested to render a decision within (30) calendar days following the conclusion of the hearing.

SECTION 20.06

The arbitrator's decision is binding on the parties. However, either party may file an exception to the decision with the Federal Labor Relations Authority (FLRA) in accordance with the Act.

SECTION 20.07

The arbitrator will not change, modify, alter, delete, or add to the provisions of this Agreement. Such right is the prerogative of the Parties only.

ARTICLE 21 **TRAINING**

SECTION 21.00: GENERAL

The Employer and the Union agree that the training and development of all employees within the bargaining unit will improve the effectiveness of each AFMC activity. To effectuate and further this policy, management will provide training programs to further develop employees to keep abreast of workload changes.

SECTION 21.01: TRAINING/RETRAINING IN CRITICAL SKILLS

The Employer will identify and publicize critical skill areas through the use of vacancy announcements on bulletin boards and/or in regular publications. The Employer will advise eligible employees of applicable training opportunities in those critical areas at each subordinate activity.

SECTION 21.02: IDENTIFICATION OF TRAINING NEEDS

The Employer recognizes its continuing responsibility to have a well-trained workforce. Supervisors will identify training needs of employees, and upon request will discuss expected needs of the organization with the appropriate steward. The Employees will have access to a computer where they can download all study and job related resources necessary to do the job and pass standardized evaluations while on duty as mission allows. Employees will be permitted to complete online training through Advanced Distributed Learning System (ADLS) and other sources.

SECTION 21.03: OFF-BASE JOB-RELATED TRAINING

In accordance with budget limitations, regulations, and mission requirements, job-related educational courses at local colleges and universities will be made available to employees at government expense. Application and acceptance by the university will be the employee's responsibility. Registration dates for each educational institution quarter/semester will be advertised in the base bulletin and will be submitted to the local base paper for publication as soon as practical after information is received from the local education institution. Although training or education will not be provided solely for the purpose of obtaining an academic degree, this prohibition does not limit authority to assign employees to training to develop skills, abilities, and knowledge for the performance of official duties.

SECTION 21.04: SPECIAL SHIFT ARRANGEMENTS

The Employer will make every reasonable effort to arrange employees' hours of work to accommodate employees pursuing education and training which is of mutual benefit to the Employer and employees, consistent with mission requirements.

ARTICLE 22
OUTSIDE EMPLOYMENT

SECTION 22.00: GENERAL.

Employees may engage in off-duty employment provided the following conditions are met:

- A. The off-duty employment is not in conflict with the Joint Ethics Regulation, DOD 5500.7-R or prevailing personnel regulations and directives.
- B. Such employment will not interfere with the individual's duties as a member of the Police Department and has been approved by the individual's supervisor.
- C. The employment must have no hint of conflict of interest, either financially or by authority.
- D. Employees may serve as regular/reserve civilian law enforcement officers so long as such service is in a personal capacity and does not interfere with their regular duties.
- E. Employees will submit a request for approval for off-duty employment to their immediate supervisor via AF Form 3902.
- F. In most cases a decision will be provided to the employee within two weeks of submission.

ARTICLE 23
WORKERS' COMPENSATION

SECTION 23.00: COUNSELING OF EMPLOYEES

When a supervisor becomes aware that an employee under his/her supervision has suffered a disabling industrial illness or injury in the performance of duties, the supervisor will ensure the employee is immediately counseled as to his/her right to file for compensation benefits; the types of benefits available; the procedure for filing claims; the option to use compensation benefits in lieu of sick or annual leave when the absence is for more than three days. The Union shall be provided any updates received from the Injury Compensation Program Division at Air Force Personnel Center (AFPC). An employee pamphlet provided by AFPC will be made available to employees via the AFP 42 Sharepoint site.

SECTION 23.01: TRAUMATIC INJURIES

An employee who sustains a disabling, job-related traumatic injury as defined in applicable law, rule, or regulation will be advised in writing of the right to elect continuation of pay or use of annual or sick leave. The employee will receive continuation of pay in accordance with applicable laws and regulations.

SECTION 23.02: REVIEW OF DOCUMENTS

An employee will be permitted to review documents relating to a claim for compensation. The employee may be assisted by a designated representative if he/she so desires. The employee will be granted a reasonable amount of time for reviewing documents and processing claims at the activity where the employee works. Requests for official case records is obtained through Department of Labor Office of Worker's Compensation Programs by written correspondence. Representatives may also obtain information upon presentation of proper credentials and the purpose for the request is stated.

SECTION 23.03: REASSIGNMENTS

When an employee is injured on the job and/or becomes medically disqualified from his/her current position as a result of an on-the-job injury or illness or an injury exacerbated by the demands of the job, the Employer shall make reasonable efforts, in accordance with applicable laws and regulations, to assign such employee limited duties on a temporary basis where it has been determined that the employee can satisfactorily perform such duties. An employee, reassigned in this way, will be given training as called for in Article 29 of this Agreement.

SECTION 23.04: DISABILITY RETIREMENT COUNSELING

For those employees who have been informed by the Office of Worker’s Compensation Programs (OWCP) that they are not totally disabled to perform a part of their usual duties or who are able to perform work of a different nature, the Employer will counsel them as to the advantages and disadvantages of retirement versus reassignment to another position.

SECTION 23.05: REVIEW OF RECORDS

The employee's personal representative, designated by the employee in writing, may meet with appropriate management officials to review the employee's medical disqualification, position description, and qualifications to maximize placement opportunities and to reduce and/or eliminate adverse impact on the employee as a result of his/her disability.

SECTION 23.06: PERMANENT AND TRIAL REASSIGNMENT

According to Restoration Rights under 5CFR Subpart C-Compensable Injury 353.301 Restoration Rights, Part (d) the employer must make every effort to restore an individual who has partially recovered from a compensable injury and who is able to return to limited duty. At a minimum, this would mean treating these employees substantially the same as other handicapped individuals under the Rehabilitation Act of 1973 as amended." If an employee elects to accept an assignment to a position offered by Management rather than seek disability retirement, at the discretion of the Employer the Employee will be assigned permanently to such position or the employee may be detailed to such position for up to 120 days on a trial basis in order to determine his/her ability to perform the duties of such position. If the Employee performs at a “meets” status during the reporting period, and as long as that status is maintained, the Employee shall be given a “first look” during a hiring decision for that vacant position. In accordance with AFMAN 36-203, Staffing Civilian Positions, Table 2-3, D, an employee who has partially recovered from a compensable injury must be selected at the current or lower grade. The commander or designee may approve exception to the mandatory selection. However, the reasons must be documented.

SECTION 23.07: EMERGENCY DIAGNOSIS AND TREATMENT

Basic or advanced life support, if available, provides emergency diagnosis and first (initial) treatment of on-the-job injury or illness in accordance with employee preference and applicable regulations. For urgent traumatic injuries only, if emergency medical care is needed, request a CA-16, Authorization for medical Treatment from the employer or call AFPC Injury Compensation (IC) office at 800-525-0102. This form cannot be issued if the employee chooses to be treated at the Military Treatment Facility. The CA-16 cannot be issued if you have filed a claim for Occupational Disease of Illness (CA-2), or if more than 7 days have passed since the date of injury.

SECTION 23.08: REPRESENTATIONAL TIME

Duty time for an appropriately designated representative to review documents and assist an employee in processing a claim for disability compensation at the activity where the employee works, shall be granted in accordance with applicable laws, rules and regulations.

ARTICLE 24

LOCKER ROOMS/SHOWERS/COMMON AREA

SECTION 24.00: LOCKERS

The Employer shall provide appropriate lockers for all unit employees, which are capable of being locked and large enough to hold all issued equipment, uniforms, and reasonable personal items.

SECTION 24.01: AMENITIES

The Employer agrees to provide access to a microwave oven, refrigerator, sink, and toilet. A break room/eating area may include a TV for informational programming.

SECTION 24.02: SHOWERING FACILITIES

The Employer will provide 24 hour, 7 day access to showering facilities for use by bargaining unit employees.

SECTION 24.03: CLEANLINESS OF FACILITIES

The Employer will make a reasonable effort to provide adequate and clean facilities. It is understood that employees share responsibility in maintaining spaces in a clean and orderly manner.

SECTION 24.04: RENOVATION OF FACILITIES

In those instances where construction or renovation in proximity to such facilities results in an increase in dirt, dust, or debris, the Employer will, to the extent space is available, temporarily relocate the facility. In those instances where space is not available, the Employer will take reasonable steps to minimize the impact of construction or renovation activities.

ARTICLE 25
SUNDAY PREMIUM PAY AND NIGHT PAY

SECTION 25.00

An employee whose regular work schedule, any part of which is on Sunday, is entitled to additional pay at the rate of twenty-five (25) percent of his hourly rate of basic pay. An employee whose work schedule falls within the hours after 6pm and before 6am shall be compensated with Night Shift Differential.

ARTICLE 26
SEVERANCE PAY

SECTION 26.00: GENERAL

An employee is entitled to be paid severance pay in accordance with 5 U.S.C. 5595 and governing regulations.

ARTICLE 27
DETAILS

SECTION 27.00:

The Union recognizes that the Employer may temporarily detail employees to work other than within their current ratings duties.

SECTION 27.01:

A detail is the temporary assignment of an employee to a different position for a specified period, with the employee returning to their regular duties at the end of the detail.

SECTION 27.02:

Details of thirty (30) calendar days or less shall be in writing. Details in excess of thirty (30) calendar days will be initiated on a SF-52, "Request for Personnel Action", and maintained as a permanent record in the Official Personnel Folder. Employees will not be detailed to vacancies or new positions or set of duties of a comparable or lesser grade in excess of one hundred twenty (120) calendar days except as authorized by OPM regulations.

SECTION 27.03:

Details should be used only to meet temporary needs of the activity work program when necessary service cannot be met by other means. Details may be made under circumstances such as:

A. To meet emergencies occasioned by abnormal workload, special projects or studies, change in mission or organization, or unanticipated absences.

B. Pending official assignment, pending description and classification of a new position, pending security clearance, and for training purposes (particularly where such training is part of established promotional or developmental programs).

SECTION 27.04:

Details will not be used to "try out" an employee for potential promotion when this can be construed as pre-selection. A detail will not be used to qualify an otherwise ineligible employee for promotion.

SECTION 27.05:

An employee may request to be detailed to a work area desired by that employee. The Employer shall give full consideration to such requests.

SECTION 27.06:

Details will be rotated among employees to the maximum extent feasible consistent with employees' qualifications, capabilities, and desires.

SECTION 27.07:

Functions that require extra police presence will be filled with on duty personnel or a combination of on duty personnel and personnel in an overtime status when needed.

SECTION 27.08:

The Employer shall list openings for "special details" for five (5) calendar days when practical.

ARTICLE 28
TEMPORARY PROMOTIONS TO BARGAINING UNIT POSITIONS

SECTION 28.00: GENERAL

Fully qualified Employees required to perform in a higher grade established position for more than 30 consecutive calendar days will be given a temporary promotion. The supervisor shall take action to initiate the temporary promotion as soon as it becomes apparent that the detail will exceed 30 calendar days. Temporary promotion may be used when necessary services cannot be obtained by other means. A temporary promotion may not be made primarily:

- A. To train or evaluate an employee in a higher grade position.
- B. To give an employee a trial period before permanent promotion.
- C. To decide among candidates for permanent promotion.
- D. An employee's leave status or record may not be used as sole criteria for non-qualification for temporary assignment, detail or selection process.

ARTICLE 29
DEVELOPMENT AND TRAINING

SECTION 29.00: TRAINING OPPORTUNITIES

A. In-house and off-the-job education and training opportunities consistent with job related goals should be afforded to employees. To the extent possible, the Employer will provide such opportunities consistent with available resources, and access to such opportunities will be provided similarly for all employees in the bargaining unit.

B. Each employee will have the opportunity to develop a job related individual development plan for career development. Such a plan may include goals, which are consistent with the existing and projected needs of the Employer and the employee.

C. Consistent with budgetary constraints, the Employer will provide the opportunity for additional law enforcement training when available. The Employer will pay for training tuition and retain employees in a paid duty status. Failure to complete the program due to misconduct may be grounds for discipline.

D. The decision to select an employee for training will be based on departmental need. The decision to grant or deny requests rests solely with the Employer. Although non-grievable, the reason for non-selection will be given to the employee, if requested. The Parties understand that due to the nature of Veteran's Administration Law Enforcement Training Center notification, employees recommended to participate may be required to depart for the course within no less than 7 calendar days' notice. Volunteers may agree to shorter notice.

SECTION 29.01: POSTING OF OPPORTUNITIES

The Employer will provide information on law enforcement training opportunities of which it is aware to bargaining unit employees and the Union by way of email.

SECTION 29.02: REASONABLE EFFORTS

The Employer and the Union recognize that each employee is responsible for applying reasonable efforts and initiative in increasing his/her potential through self-development and training. Employees are therefore encouraged to take advantage of training and educational opportunities that could enhance their efficiency on the job and provide skills needed for advancement. To those ends, the Employer will give reasonable consideration to approving requests for training.

SECTION 29.03: ANNUAL DISCUSSION

The supervisor and employee will annually discuss the training needs of individual bargaining unit employees, consistent with the needs of the Employer, and the developmental potential aspirations of the individual employee. To assist in this effort, the Employer agrees to make accessible information on available Employer training. When employees make timely application for training courses or are

required by the Employer to attend such courses, they will be provided with the maximum notice possible of their selection or non-selection. The reason for non-selection will be given to the employee if requested. An annual Individual Development Plan (IDP) will be prepared for each employee.

SECTION 29.04: TRAINING CERTIFICATES

Employees are responsible for providing certificates of any training course to the Employer. When employees provide evidence that they have satisfactorily completed a training course during the period of their Government employment, it will be placed in the employee's Training Folder. Employees are responsible for updating their resume to reflect any additional training.

SECTION 29.05: UNION'S TRAINING REPRESENTATIVE

The Union may designate a training representative who will meet with a representative of the Employer to discuss training programs for the bargaining unit employees. The Union representative may be given access to any training brochures, catalogs, schedules, and course descriptions maintained by the Employer.

SECTION 29.06: SHIFT WORK

Shift work will not be used as a basis for disapproving required training.

SECTION 29.07: TRAINING ON DIFFERENT DUTIES

When bargaining unit employees are trained at the Employer's direction on different duties from those previously performed, the Employer will make efforts to use the employee's skills and potential.

ARTICLE 30
STANDBY AND CALL-BACK

SECTION 30.00: STANDBY TIME

Designated employees may be restricted to the official duty station, required to remain in a state of readiness to perform work, and/or have their activities substantially limited such that they cannot use the time effectively for their own purposes. In these situations, all time spent on standby is considered hours of work.

SECTION 30.01: MINIMUM COMPENSATION FOR BEING REQUIRED TO RETURN TO WORK DURING NON-DUTY HOURS

Irregular or occasional overtime work performed by an employee on a day on which work was not scheduled for that employee for which the employee is required to return to his or her place of employment is deemed at least 2 hours in duration (5 CFR 551.401).

ARTICLE 31
OVERTIME

SECTION 31.00

- A. Payment for overtime hours worked or granting compensatory time off shall be decided by the individual employee working overtime and shall be in accordance with applicable laws and regulations.
- B. Except for emergency situations, as determined by the approving official, overtime work shall be scheduled in advance and approved in writing prior to the date on which the overtime is to be worked. Where circumstances preclude the advance scheduling, overtime work may be approved orally and the oral approval reduced to writing prior to the submission of the Time and Attendance Report.
- C. Overtime may be necessary to support mission needs. When the need for overtime arises, the Employer will solicit volunteers from an approved qualified list of employees based on seniority. The Employer will make available to the Union, upon request, current records of overtime offered and worked.
- D. Overtime assignments shall not be made as a reward or punishment.
- E. In the event time is limited or insufficient volunteers are obtained through the procedure in paragraph C, employees may be required to work overtime if mission needs require. In the event mandatory overtime is necessary, the supervisor will give due consideration to an employee's request to be excused based upon unavoidable personal hardship.

SECTION 31.01

- A. Overtime shall be distributed in a fair and equitable manner.
- B. When employees works overtime, such overtime will be paid in increments of 15 minutes.
- C. Employees shall be paid differential and premium pay in addition to the overtime compensation in accordance with applicable regulations.
- D. Overtime will be offered to Bargaining Unit Employees who normally perform the work.
- E. Bargaining Unit employees who are scheduled and report to work in an overtime status shall be compensated 2 hours of overtime pay regardless of work.
- F. Bargaining Unit employees that are called back, will be called for a minimum of 2 hours of work, if appropriate work is available.

SECTION 31.02: “FOUR SQUARE”

Overtime work will first be offered to employees that normally perform the work. An overtime list will be maintained by the Union.

The list will be kept available at BDOC for Watch Commanders or designee to use as a call list. The selection of an employee for overtime will start from the top and go through the list toward the bottom; once every name on the list has been telephoned, the call sequence will start from the top again. Once the process has been started, a “pin” will be used as a reference to indicate the last employee selected for overtime and will serve as a starting point for rotating through the call list. When a Watch Commander or designee telephones the employee on the call list there will be four boxes of which one box will be marked to indicate the type of contact made. The first box will indicate “Accepted Overtime”. The second box will indicate “called, no answer/left message”. The third box will indicate “called, declined overtime”. The fourth box will indicate “ordered for overtime”.

ARTICLE 32
BASIC WORKWEEK

SECTION 32.00: BASIC WORKWEEK

- A. When it intends to change the shift structure, the Employer will meet with the Union to discuss options as they relate to work schedules and shift relief, and negotiate as needed. Although mission requirements are paramount, the Employer will consider Union input and impact on the workforce.
- B. Employees moved between shifts will have a minimum of fourteen (14) day advance notice, except when the Employer would be seriously handicapped in carrying out its functions or when costs would be substantially increased.
- C. After the Parties have met in accordance with the above, if the Employer seeks change(s) to the work schedule and shift relief, the Employer will notify the Union and meet in accordance with Article 43.
- D. The Employer will present schedule and shift options for consideration.

SECTION 32.01: SHIFT RELIEF

- A. Hours of work for each of the regular work shifts will be in accordance with Section 32.00. Shift hours may vary under this agreement in order to more efficiently meet local conditions. The Employer will post normal shift hours a year in advance.
- B. All employees are expected to be on time at the start of their shift.
- C. Employees may be required to continue duty beyond their normal work schedule to complete any assignment or event in progress including preparation of necessary reports.
- D. In the event of adverse weather conditions where an employee cannot be released due to oncoming shift coverage being not available, volunteers will be sought and utilized to maintain the security of the facility and grounds. The volunteers will be equitably distributed in the overtime status to provide coverage. "Equitably" refers to equity in opportunity for the overtime, not necessarily equal numbers of hours of overtime work. During the off time of the overtime volunteers, appropriate accommodations will be provided for by the agency, at no cost to the employee. The agency will also pay the employee, if the employee is required at the direction of the Employer to be ready at all times to perform work, in accordance with governing regulations.
The Employer will not change an employee's work schedule solely to avoid the payment of overtime.
- E. In the event of adverse weather conditions, where the safety of the employee is jeopardized due to conditions beyond either the Employer's and/or the employee's control, and where the employee cannot safely travel nor is the Employer willing to transport the employee to work, then the employee is considered in a liberal leave status as a result.

SECTION 32.02: CURRENT RECORDS

All employees will provide the Employer with a current, working telephone number and address for emergencies.

SECTION 32.03: CURRENT WORK SCHEDULE (CWS)

At AFLCMC Operating Location Plant 42, the current duty schedule is the Panama 13.5 hour schedule. The duty days are seven (7) within the normal two (2) week pay period. The panama cycle is as follows; 2 days on, 2 days off, 3 days on, 2 days off, 2 days on, 3 days off, and then the cycle will repeat.

ARTICLE 33
SPECIAL RATES OF PAY

SECTION 33.00: SPECIAL RATES OF PAY

Hazard Duty Pay/Environmental pay, 5 CFR 550.904 allows an agency to approve payment of hazardous duty pay when the hazardous duty or physical hardship has not been taken into account in the classification of the position (i.e., the knowledge, skills, and abilities required to perform the duty are not considered in the classification of the position). If the hazardous duty has been taken into account in the classification of the position, an agency may authorize payment of hazardous duty pay only when the actual circumstances of the specific hazard or physical hardship have changed from that taken into account and described in the position description; and, when using the knowledge, skills, and abilities required for the position and described in the position description, the employee cannot control the hazard or physical hardship; thus, the risk is not reduced to a less than significant level. The authority for hazardous duty pay is found in 5 U.S.C. 5545(d). The legal authority for environmental differential pay is found in 5 U.S.C. 5343(c)(4).

ARTICLE 34
SENIORITY

SECTION 34.00: Whenever used in the Agreement and wherever not in conflict with existing law or regulation of higher authority, seniority shall be defined as total employment in the represented unit at Plant 42. Employees who voluntarily leave the department for a period of time (30 calendar days or less) shall be entitled to retain seniority upon returning to the unit.

SECTION 34.01: Management will maintain the seniority lists, the lists will be provided to the union upon request, or at a minimum twice per year January and July. Employees who have the same hire date will be decided, for the cases of seniority, using a coin toss. There will two separate seniority lists, one for police and one for guards, for use in their respective positions.

SECTION 34.02: Seniority as a guard at Plant 42 will carry over in the event that a guard accepts a position as a police officer within the bargaining unit.

ARTICLE 35
PHYSICAL READINESS

SECTION 35.00: TESTING

All employees who do not meet the Agency's Physical Fitness Standards are encouraged to participate in the Physical Fitness Improvement Program. Participation in the program will count toward fitness time as described in 37 below.

ARTICLE 36
WATER SOURCES AT THE ENTRY CONTROL POINTS (ECPs)

Management will provide clean potable water at all appropriate locations.

ARTICLE 37
FITNESS STANDARDS

SECTION 37.00: PHYSICAL READINESS

The Employer and the Union agree that it is mutually beneficial to ensure that each assigned employee is physically capable of performing the essential sustainment training skills. Employees *may* be given up to three (3) hours per week to conduct physical training on duty time, in addition to a reasonable transition time for police officers to appropriately prepare for fitness. Prior to enacting any change in fitness standards, the Employer will notify the Union in accordance with Article 43 and negotiate the changes of the program to the maximum extent permitted by law.

ARTICLE 38
TESTING

SECTION 38.00:

Police officers are required to take and pass a fitness test on an annual basis. In the event a current officer does not pass the fitness test, he or she will be afforded an opportunity to retest within 60 to 90 days. Upon a second failure, the Employer will make a determination regarding termination of the officer.

SECTION 38.01:

When an officer has an injury or illness and cannot take the fitness test, he or she will not be tested until 30 days after he or she is medically cleared to take the fitness test.

SECTION 38.02:

The physical fitness testing will be conducted by a designated test administrator.

SECTION 38.03:

All employees who do not meet the Agency's Physical Fitness Standards may choose to consult with the Physical Training Coordinator.

ARTICLE 39
WEAPON QUALIFICATION

Refer to AFI 31-117 and AFI 31-207.

ARTICLE 40
UNION DUES WITHHOLDING

SECTION 40.00:

A bargaining unit employee of the Union may make a voluntary allotment for payment of Union dues by submitting a completed Standard Form 1187 (Request for Payroll Deductions for Labor Organization Dues) through the Union at any time to be properly processed by the Employer. The properly submitted allotment will be effective the first full pay period after receipt of the form by the Civilian Pay Section, 412 CPTS/FMF, Edwards AFB, CA. 93524.

SECTION 40.01:

The Union agrees to distribute the form to its members; to certify as to the amount of its dues; and to inform and educate its members on the program for allotments for payment of dues, and the uses and availability of the required form. The Employer will provide access to the Dues Withholding Form (SF 1187) via the OPM website, www.opm.gov/forms/standard-forms/.

SECTION 40.02:

An allotment will be terminated when the employee leaves the unit as a result of resignation, retirement, promotion out of the bargaining unit, or other separation from the rolls of the activity; when the dues withholding agreement between the activity and the labor organization is suspended or terminated; when the employee has been suspended or expelled from the labor organization.

SECTION 40.03:

The Union will notify the LRO, in writing when a member who has authorized dues withholding is suspended or expelled from the Union.

SECTION 40.04:

An employee may not revoke a dues withholding allotment for a period of one year from the effective date of the allotment. Employees who have dues allotments in effect for one year may revoke their dues withholding effective the first pay period following the anniversary date of their signing the allotment form, provided a Standard Form 1188 (Cancellation of Payroll Deductions for Labor Organization Dues) is received by the Union 5 working days prior to the anniversary date. Standard Form 1188 may be obtained from the OPM.gov website; a copy of the completed form will be sent to the Civilian Pay Section work flow mailbox (civ.pay@edwards.af.mil) for processing.

SECTION 40.05:

Subsequent to the first year of dues withholding, an employee must submit any and all requests to terminate existing dues allotments, between February 15-28th. An employee may voluntarily submit a Standard Form 1188 to the Union, which shall be submitted to the Civilian Pay Section and become effective the first pay period after March 1st.

SECTION 40.06:

The remittance of the dues withheld will be made payable to the IBPO Local and forwarded to the Comptroller Division, National Office, IBPO Local 706, 159 Burgin Parkway, Quincy, Massachusetts, 02169, within a reasonable period following the day on which the related salaries were paid to the members of the Union. A listing of employees' names and amount of dues withheld shall accompany each payment. The IBPO Washington DC Regional Office and the IBPO National Office will receive a copy of the listing.

SECTION 40.07:

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

SECTION 40.08:

In accordance with statute, the Union will not be charged any service fee for the deduction of Union membership dues.

SECTION 40.09:

Changes in the amount of regular dues may be made not more frequently than once every twelve months. The National Office of the IBPO agrees to advise the Management in writing of the changes in regular dues. The authorized change will become effective no later than the beginning of the second pay period after receipt of the written notice of the increase in dues.

ARTICLE 41
OFFICIAL AND RETIREMENT CREDENTIALS

Official and Retirement Credentials are not currently provided by AF Plant 42. In accordance with AFI 31-122, paragraph 4.10, "Carrying the DAF Civilian Police or Security Guard Badge in a badge wallet while off duty is not authorized." Per the Air Force Security Forces Center memorandum, "Law Enforcement Officer Safety Act (LEOSA) Implementation", dated 19 Feb 2013, the DoD is reviewing guidance and drafting language on implementation across the department. A re-opener for this CBA regarding credentials and LEOSA implementation may be exercised based on DoD providing guidance regarding LEOSA implementation.

ARTICLE 42
REDUCTION-IN-FORCE (RIF)

SECTION 42.00:

A Reduction in Force (RIF) occurs when the Employer releases an employee from his or her competitive level by separation, demotion, furlough for more than 30 days, or reassignment requiring displacement, because of lack of work or funds, reorganization, or other unusual circumstances covered in Part 351, Title 5, Code of Federal Regulations.

SECTION 42.01:

When the Employer becomes aware of the need for a RIF, it will attempt to minimize the adverse effect on bargaining unit employees through appropriate means, such as reassignment, attrition, voluntary separation incentive payments, early retirement, use of vacant positions for placement, waiver or modification of qualifications requirements for job placements, and positive placement efforts.

SECTION 42.02:

The Employer and the Union share a mutual interest in assisting employees who are adversely affected by a RIF. The parties agree that placement efforts are a priority. The Employer will support job search efforts by affected employees. Supervisors will approve use of annual leave, leave without pay, earned time-off award or comp time for this purpose, unless work requirements do not permit the employee's release. The Employer will give consideration to reasonable amounts of duty time for resume preparation, job interviews, etc. for employees who are adversely affected by a RIF. The Employer will work with the appropriate state unemployment service concerning all affected employees for job placement and retraining services.

SECTION 42.03:

Prior to announcing a RIF to employees, the Employer will notify the union in writing to permit it to request negotiations over appropriate arrangements for employees who are adversely affected. When practicable, this notice will be at least 90 days prior to the effective date of the RIF. Affected employees will be notified not less than 60 calendar days prior to the effective date of the RIF. To the extent practicable, RIF notices will be delivered in person.

SECTION 42.04:

Using the procedures in Part 351, Title 5, Code of Federal Regulations, the Employer will make a best offer of employment to each employee adversely affected by the RIF, when possible under those

regulations. The Employer will provide information to affected employees to assist them in understanding the RIF and how and why they are affected. Employees shall respond to offers of employment in writing within 7 calendar days after receipt of a written offer. Failure to respond within the specified time period shall be considered rejection of the offer. Employees will have the right to review relevant documents, such as competitive levels and retention registers, as may be applicable to the employee.

SECTION 42.05: Employees for whom no positions are found may be counseled on the benefits to which they may be entitled, including information on discontinued service retirement, when applicable.

ARTICLE 43

NEGOTIATIONS DURING THE LIFE OF THE AGREEMENT

SECTION 43.00: AGREEMENTS UNDER THIS ARTICLE

Any agreements reached under the provisions of this Article shall be deemed to be supplemental to this Agreement and subject to approval of the Agency Head (Defense Civilian Personnel Advisory Services (DCPAS) in accordance with 5 U.S.C. §7114(c)(1).

SECTION 43.01: OTHER CHANGES

The Employer will notify the Union, in writing, of changes that may affect personnel policies, practices and working conditions of bargaining unit employees when required.

SECTION 43.02: IMPLEMENTATION

A. If the Union has timely requested negotiations regarding a mandated or other change, the Employer will, where possible, delay the implementation of such change until such time as the Parties reach agreement on all negotiable issues connected with the change, unless the Employer reasonably believes that:

1. There is a mandatory implementation date or other intent expressed by the source of the mandated change which requires implementation of the change prior to agreement; or,
2. The Employer's mission, the security of its staff, or the accomplishment of its mission objectives would be adversely affected by such a delay.

B. Nothing shall preclude the Employer from implementing a proposed change on or after the implementation date proposed in its original notice should the Union fail to meet an obligation under this Agreement in a timely manner.

C. Further, should the Employer determine that a failure to implement a proposed change on or at any time after the proposed implementation date would adversely affect its mission, it shall be free to implement the change while continuing to bargain on negotiable matters until agreement or impasse is reached.

D. Notwithstanding the above, nothing shall affect the authority of the Employer to take whatever actions may be necessary to carry out its mission during emergencies.

SECTION 43.03: NEGOTIATING PROCEDURES

The following procedure shall govern the conduct of all negotiations pursuant to this Article unless otherwise agreed to by the parties.

- A. Negotiations shall commence within a reasonable period of time.
- B. The Employer will provide a site for negotiations.
- C. The Union will be authorized the same number of Union representatives on official time as the Employer has representatives at the negotiating table.
- D. Negotiations will take place from 08:00 a.m. to 04:00 p.m. local.
- E. Once commenced, negotiations will continue until agreement is reached or impasse is declared.
- F. If agreement cannot be reached on the matters under negotiation, the following procedures shall apply.
 - 1. Declaration of Impasse: statutory procedure.
 - 2. Declaration of Impasse:
 - a. Neither Party may declare an impasse until all proposals are:
 - i. agreed to,
 - ii. declared nonnegotiable by the Employer, or
 - iii. declared at an impasse by either Party
 - b. The Parties agree that each will use their best good faith efforts to avoid an impasse in the negotiations and that before formally declaring any provision non-negotiable, the Employer must provide the Union five (5) days' notice of intent to take such action, unless unreasonable under all of the facts and circumstances, and provide the Union with a statement of non-negotiability and reasons therefore, without prejudice to later supplementation of the reasons.
 - 3. Impasse Procedures:
 - a. In the event either party declares an impasse in negotiations, the Federal Mediation and Conciliation Service (FMCS) shall be requested to provide services and assistance to resolve the dispute pursuant to 5 USC §7119.

b. If mediation services of the FMCS do not result in resolution of the impasse, either Party may invoke the services of the Federal Service Impasses Panel (FSIP) pursuant to 5 USC §7119. Prior to taking such action, however, the Party seeking to invoke the services of the FSIP must provide fourteen (14) days' notice to the opposing Party of its intention to take such action, unless unreasonable under all of the facts and circumstances.

ARTICLE 44
UNION USE OF SPACE AND EQUIPMENT

SECTION 44.00: UNION OFFICE

The Employer is unable to offer dedicated office space to any of the three unions represented at AF Plant 42 at this time. The parties agree to reopen this issue in approximately eighteen months, i.e. not earlier than December 2014, but not later than February 2015.

SECTION 44.01: OFFICE EQUIPMENT

Upon securing office space, the Employer will provide, for official use, for the office of the Union Executive Board; one (1) telephone, one (1) telephone line free of charge, one (1) lockable cabinet; four (4) chairs and one (1) desk.

SECTION 44.02: UNION REPRESENTATIVES' NAMES

The Union will post the names of the Union representatives on the designated Union bulletin board.

SECTION 44.03: MEETING SPACE

The Employer will, upon written request of the Union, attempt to obtain available space for meetings, and other approved Union functions relating to bargaining unit employees at no cost to the Union or the Employer. Normally the request will be made at least 14 days prior to the date desired.

SECTION 44.04: BULLETIN BOARD SPACE AND EMPLOYEE MAILBOX

A. The Employer will provide one (1) bulletin board of adequate size in an agreed area for the posting of Union material.

B. The Union agrees that material posted on its bulletin board will not be libelous or disruptive to good order and discipline. The Union is responsible for any information posted on the bulletin board. Any dispute concerning the content of any posting, which is alleged to be libelous, will be brought to the attention of the Union leadership by the Employer. The Union agrees to remove the material until the dispute is resolved.

SECTION 44.05: BUILDING PASSES

Subject to safety and security requirements, and on not less than 72 hours advance notice, non-employee Union representatives will be authorized access to USAF Plant 42 ECPs and Site 5 for the conduct of official business. For unique and urgent matters, Union officials may sponsor non-employee Union representatives on AFP 42 IAW normal visitor's pass process.

ARTICLE 45
INFORMATION AND COMMUNICATIONS

SECTION 45.00: REQUESTS FOR NAMES

Within thirty (30) days of the Union's request, the Employer or LRO shall furnish to the Union the name, title and grade of each employee covered by this Agreement. The Employer or LRO shall comply with up to two such requests within any twelve (12) month period.

SECTION 45.01: RIGHT TO ADDRESS NEW EMPLOYEES

The Union shall have the right to address any new employee when hired by the Employer within 30 days of the hire. The Employer will provide the Union with the training curriculum required of new employees and any changes that will be implemented within said curriculum.

ARTICLE 46
LABOR-MANAGEMENT RELATIONS COMMUNICATIONS

SECTION 46.00: GENERAL

Communication is important in promoting effective labor management relations. To this end, the Employer and the Union will have quarterly meetings, or more frequently as required to exchange ideas concerning regional and local issues, exclusive of any bargaining and/or impact and implementation issues.

SECTION 46.01: PROCEDURES

Communication meetings shall in no way nullify or take away the right of the Union to bargain on all negotiable matters. These meetings will not circumvent established grievance and negotiation procedures/meetings set forth in this Agreement, nor any other procedure provided for in law or regulations for the resolution of disputes. Such meetings will be conducted during regular duty hours. Union officials in attendance are authorized official time without charge to leave or loss of pay if they are otherwise in an active duty status.

ARTICLE 47
DURATION

SECTION 47.00: DURATION

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

SECTION 47.01: RENEWAL

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

SECTION 47.02: GROUND RULES FOR NEW AGREEMENT

A. Ground rules negotiations shall commence no later than 30 calendar days after receipt of the request to bargain provided for in Section 47.01 by the parties exchanging their ground rules negotiation proposals. Timelines may be extended by mutual agreement.

B. If re-negotiations fail to achieve a settlement by the expiration date, provisions of the Agreement consistent with applicable law and this Article remain in full force and in-effect until a new agreement becomes effective.

ARTICLE 48
EFFECTIVE DATE

SECTION 48.00: AGREEMENT

This Agreement will become effective upon approval by the Department of Defense, or on the 31st day after execution of the Agreement, whichever comes first. In addition, any amendments arrived at by negotiation of this Agreement shall require similar approval.

SECTION 48.01: EMPLOYER REVIEW

If the Department of Defense disapproves of any provision of this agreement in the review process, the Parties may renegotiate the disputed provision with the rest of the agreement remaining unchanged, or the Union in the alternative may file a petition for review of the disapproval with the Federal Labor Relations Authority in accordance with FLRA regulations.

In accordance with 5 U.S.C. 7114(c)(3), if the Employer does not complete review of the Agreement within thirty (30) days statutory period after it has been signed by the chief negotiators, the entire agreement will become effective subject to the provisions of applicable law, rules, and regulations.

APPENDIX A

OFFICIAL TIME FORM

NAME OF UNION: _____

TIME AND DATE FOR WHICH OFFICIAL TIME IS REQUESTED: _____

- Negotiations over the impact and/or implementation of changes in conditions of employment of bargaining unit employees which occur during the term of this Agreement.
- Investigation, preparation, filing and processing grievances in accordance with the Negotiated Grievance Procedure.
- Attendance at management-initiated meetings, not otherwise described in this Agreement, when invited.
- Participation on committees or panels as authorized by this Agreement.
- Preparation for and participation *in* proceedings before the Federal Labor Relations Authority (FLRA) in accordance with FLRA's rules and regulations, and other third party hearings.
- Participation in formal discussions.
- Assisting art employee, when designated as their representative, in preparing a response to a proposed disciplinary or adverse action.
- Other (State reason): _____

REQUESTOR'S SIGNATURE AND DATE: _____

SUPERVISOR'S ACTION (SIGNATURE AND DATE):

Approve: _____ Disapprove: _____*

* If disapproved due to workload reasons, indicate time and date when approval can be granted:

Time Union representative departed: _____

Time Union representative returned: _____

APPENDIX B

GRIEVANCE

PLEASE PRINT OR TYPE

Name of Grievant

Name of IBPO Representative

Representative's Phone	Grievant's Work Phone	Grievant's Classification
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Article(s) and Section(s) Number(s) of Contract Violation

Statement of Grievance (Give Times, Dates, Who, What, When, Where, Why, How), Be Specific
(continue on separate page if necessary)

Remedy Requested

Representative's Signature	Date
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Grievant's Signature	Date
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The original of this form must be submitted at every step. Once a decision has been made, the original must be returned to the representative, along with any written response to the grievance. If there is no response or if the original is not returned to IBPO timely, the IBPO may advance a copy of this form to the next step.

INFORMAL STEP

DISCUSSION WITH IMMEDIATE SUPERVISOR OR NEXT HIGHER SUPERVISOR

Identify Management Official Receiving Grievance

Date Delivered	Management Signature	Date of Meeting	Date of Mgmt Reply (see attached)
Requested Remedy Granted (Yes/No)		Grievance Resolved (Yes/No)	

FORMAL STEP

Identify Management Official Receiving Grievance

Date Delivered	Management Signature	Date of Meeting	Date of Mgmt Reply (see attached)
Requested Remedy Granted (Yes/No)		Grievance Resolved (Yes/No)	

NOTICE OF INTENT TO ARBITRATE

Identify Management Official Served with Notice

Date Delivered	Signature of Management Official
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GRIEVANCE TRACKING

1 st Step	from	___/___/___	to	___/___/___
2 nd Step	from	___/___/___	to	___/___/___
Arbitration	from	___/___/___	to	___/___/___

Disposition Date	Final Disposition of Grievance
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Notification Date	Grievant Notified By	Method of Notification
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APPENDIX C

UNION REQUEST FOR INFORMATION
(Under Section 7114(b)(4) of the Statute)

Date: _____

Name of the Requesting Union: IBPO, Local 706

Union Contact: _____
Name Phone Number

Mailing Address, Email Address or Fax Number for sending response

Agency Contact: _____
Name Phone Number

Information Requested: *Provide a description of information requested, to include whether personal identifiers such as names or other matters identifying individual employees are to be included or may be deleted.*

Particularized Need: *Provide specific statements explaining exactly why the requested information is needed. Explain exactly how the union intends to use the requested information and how that use of information relates to the union's role as the exclusive representative. Include a specific statement for each type of information requested, as well as the time period(s) encompassed by the request and the need for personal identifiers, if applicable.*

Privacy Act: *Do you know if the requested information is contained within a system of records under the Privacy Act? (If so, identify that system of records.)*

Public Interest: *If you know or think the requested information is within a system of records under the Privacy Act, describe how disclosure of the requested information, including any personal identifiers and the time period encompassed by the request, would shed light on the agency's performance of its statutory duties or otherwise inform citizens of the activities of the Government.*

Other Matters: *Other matters related to the request for information. (Discuss any other matters not listed above which relate to the union's information request and which may assist the agency in responding to the request.)*

Please contact me if the agency requires further clarification of our request or wants to meet to discuss the request, or a format or means of furnishing this information, or the issues giving rise to this request.

APPENDIX D

AGENCY RESPONSE TO UNION REQUEST FOR INFORMATION (Under Section 7114(b)(4) of the Statute)

Date of the Information Request: _____

Date Information Request Received by the Agency: _____

Date of Agency's Response: _____

Name of Requesting Union: IBPO, Local 706

Agency Contact: _____

Name

Phone Number

Union Contact: _____

Name

Phone Number

Information Requested: *Agency's understanding of the information requested. (Include the time periods encompassed by the request and whether personal identifiers are being requested or may be deleted)*

Non-disclosure Interests: *Specific statements explaining any countervailing non-disclosure interests.*

Privacy Act: *Is the requested information contained within a system of records under the Privacy Act? (If so, identify that system of records.)*

Privacy Interest: *If within a system of records, would the disclosure of that information implicate privacy interests? If so, specifically describe the nature and significance of those privacy interests.*

Disclosure Format: *In what format is the agency willing to disclose the requested information? (Include whether the agency would disclose the requested information with personal identifiers deleted.)*

Prohibited by law: *If disclosure of the requested information is prohibited by law, identify the specific provisions of that law and specifically explain why disclosure is prohibited by that law.*

Normally Maintained: *If the information is not normally maintained by the agency provide specific statement explaining why the requested information is not normally maintained.*

Reasonably Available: *If the information is not reasonably available, provide specific statements explaining why the requested information is not available.*

Statutory Exemption: *If the information constitutes guidance, advice, counsel, or training for management officials or supervisors relating to collective bargaining, provide a specific statement explaining why the requested information falls into this category.-*

Need Further Information: *The union request is not specific enough to permit the agency to make a reasoned judgment as to whether the information must be disclosed under the Statute. To make this determination, the agency requires specific answers to the following questions:*

Other Matters: *Provide any other matters not listed above which relate to the union's request for information and which may assist the union in understanding the agency's response.*

The agency is willing to discuss the request, or a format or means of furnishing this information to the union, or the issues giving rise to this request.

APPENDIX F
ABBREVIATIONS & DEFINITIONS

FOR THE PURPOSES OF THIS AGREEMENT

AF – Air Force

AFP 42 -- Headquarters Air Force Life Cycle Management Center Operating Location Air Force Plant 42

Agency Head - Defense Civilian Personnel Advisory Services (DCPAS)

AFI(s) – Air Force Instruction(s)

AFMC – Air Force Materiel Command

Alternate Work Schedule(s) - AWS(s):

Compressed Work Schedule(s) - CWS(s) – A biweekly work schedule, which enables a full-time BUE to work 80 hours in less than 10 full workdays.

Current Work Schedule (CWS) The current schedule is:

Panama - 2 days on, 2 days off, 3 days on, 2 days off, 2 days on, 3 days off, and then the cycle repeats

CBA – Collective Bargaining Agreement

CFR(s) – Code of Federal Regulation(s)

Collective Bargaining – The performance of the mutual obligation of the 412 Test Wing and the Union to consult and bargain in a good-faith effort.

Condition of Employment – Any personnel policy, practice, and matters, whether established by rule, regulation, or otherwise (e.g., past practices), affecting working conditions.

Contract – An agreement between a labor organization or Union and the Employer concerning

CPD(s)/PD(s) – Core Document(s) or Position Description(s)

CPS – Civilian Personnel Section

Days – Calendar days, unless otherwise specified (e.g., workdays)

DoD – Department of Defense

EAFB – Edwards Air Force Base, California

EAP – Employee Assistance Program

EDP – Environmental Differential Pay

e.g., – “For example” or “for instance”

Employer – AFP 42

EMR – Employee-Management Relations

EO – Equal Opportunity

E.O. (s) – Executive Order(s)

Appendix E
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FLRA – Federal Labor Relations Authority
FSIP - Federal Service Impasses Panel
FWS(s) – Flexible Work Schedule(s)
IBPO – (International Brotherhood of Police Officers) Local 706
i.e., – “That is”
Labor Relations Office(r) - LRO
LES – Leave & Earnings Statement
LRS – Labor Relations Specialist
MoA(s) – Memorandum(s) of Agreement
MoU(s) – Memorandum(s) of Understanding
MSPB – Merit Systems Protection Board
NGP – Negotiated Grievance Procedure
OMB – Office of Management & Budget
OPF – Official Personnel File
OPM – Office of Personnel Management
Parties – The AFP 42 and the Union
PD(s) – Position Description(s) or Core Document(s)
Regional – AFP 42 and Edwards AFB, CA
RIF – Reduction-In-Force
RDO(s) – Regular Day(s) Off
SCD(s) – Service Computation Date(s)
SF – Standard Form
TDP(s) – Testing Designated Position(s)
TDY – Temporary Duty
Unfair Labor Practice(s) (ULP(s)) – Violation(s) of The Federal Service Labor-Management Statute, Chapter 71 of Title 5 of the U.S. Code
Union Representative – A Union Steward, Union Officer or other individual, appointed by the **Union President**, to act in that capacity. Such appointments shall be in writing and submitted to the LRO before any such union representation.
USC(s) – United States Code(s)
USOPM – United States Office of Personnel Management
GS – General Schedule
§ – Section Mark (in Statute or Law)