



NEGOTIATED AGREEMENT

BETWEEN

BASE COMMANDER

OTIS AIR NATIONAL GUARD BASE,  
MASSACHUSETTS

AND

NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES

LOCAL R1-54



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PREAMBLE

In accordance with the provisions of Civil Service Reform Act of 1978, the following agreement is entered into between the Base Commander, Otis Air National Guard Base, hereinafter referred to as Employer, and Local R1-54, National Association of Government Employees, hereinafter referred to as the Union.

**WITNESSETH**

In consideration of the mutuality of interest between Employer and Union in the effective implementation of the principles and policies of Civil Service Reform Act of 1978, the parties hereto intending to be bound hereby agree as follows:

WHEREAS, it is in the mutual interest of the parties hereto to promote and improve the efficient administration of the Federal service at Otis Air National Guard Base, Massachusetts, and OLAB, Northeast Air Defense Sector, North Truro, Massachusetts, and the well-being of employees within the meaning of Civil Service Reform Act 1978, to establish a basic understanding relative to personnel policies, practices and procedures, and matters affecting other conditions of employment; and to provide means for amicable discussion and adjustment of matters of mutual interest.

WHEREAS, the Union agrees to support the Employer in his efforts to eliminate waste, combat absenteeism, conserve materials and supplies; insure timely completion of work; improve the quality of workmanship; encourage the submission of improvement and cost reduction ideas; prevent accidents; and promote the development of good will among the Employer, the Union, employees, and the local community. Now, therefore, the parties hereto agree as follows:

ARTICLE I

RECOGNITION AND UNIT DESIGNATION

Section 1. The Employer recognizes the Union as the exclusive representative of all employees in that Unit as defined in Section 2 of this article.

Section 2. The Unit consists of those eligible employees of the Department of the Air Force assigned at Otis Air National Guard Base, Massachusetts, and OLAB, Northeast Air Defense Sector, North Truro, Massachusetts, serviced by the Central Civilian Personnel Office of Employer. Supervisors at the first level of supervision and other management officials; employees of the Civilian Personnel Office, other than those serving in a purely clerical capacity; Firefighters; Police Officers and professional employees are expressly excluded from the Unit.

Section 3. The foregoing exclusions shall not prevent any civilian employee from joining a union, but employees excluded from the unit may not act as representatives of, or hold office in, a labor organization with which they are required to deal in an official capacity.

Section 4. Nothing in the Agreement shall require an employee to become or to remain a member of the Union or to pay money to the Union except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. The requirements of this Section shall apply to all supplemental, implementing, subsidiary, or informal agreements between the Employer and the Union.

## ARTICLE II

### PROVISIONS OF LAW AND REGULATIONS

Section 1. In the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published agency policies and regulations in existence at the time the Agreement was approved; by provisions of Public Law 95-454, Civil Service Reform Act of 1978, in existence at the time the contract was approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.

Section 2. The representative of the Employer for implementation and administration of this Memorandum of Agreement is the Civilian Personnel Officer of the Employer. All communications from the Union to the Employer shall normally be initially directed to this representative, regardless of whether he or she is, under the terms of this Memorandum of Agreement and applicable directives, the official empowered to render any decision with respect to the subject matter of the communication. Any acknowledgement by the Civilian Personnel Officer of receipt of any communication so addressed will be considered as having been delivered to the Employer.

Section 3. As used in this Memorandum of Agreement, all terms shall have the definitions given them in current Air Force Civilian Personnel Regulations and directives and as defined in the "Air Force Glossary of Standardized Terms and Definitions" except:

a. Employer shall refer to the Base Commander having authority over the Civilian Personnel Office servicing bargaining unit employees.

b. Management official means an individual employed by an agency in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the agency.

c. Supervisor means an individual employed by an agency having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment except that, with respect to a unit which includes firefighters or nurses, the term "supervisor" includes only those individuals who devote a preponderance of their employment to exercising such authority.

d. Department Head shall mean a management official reporting directly to the Employer.

e. Employee representative is that individual chosen by the employee to assist him or her in resolving any dispute with the Employer at any level. He/she may be a Union member or not, and he/she may either be a member of the Bargaining Unit or not.

f. Union observer is an individual designated by the Union to be present at discussions between a management official and an employee without right to intervene or participate therein.

g. Shop Steward, Union Steward, and Steward shall mean the individual selected by the Union to perform the duties of employee representation provided for in Article VIII.

h. Federal and Departmental regulations refer to any law, regulation, or order of higher authority which is binding upon the Employer or which authorizes the Employer to exercise discretion in a stated manner.

i. Negotiated grievance procedure refers to the grievance procedure established in this Memorandum of Agreement.

j. Regulatory procedure refers to any procedure for settlement of any matter in dispute between management and an employee established by Federal or Departmental regulations.

k. Consultation refer s to a meeting between the Union and the Employer to consider any provision of this Memorandum of Agreement except settlement of employee grievances under either the Negotiated Grievance Procedure or a regulatory procedure.

l. Discussion refers to any meeting of an employee and his or her representative, where permitted, with a management official for settlement of a grievance under either the Negotiated Grievance Procedure or a regulatory procedure.

Section 4. Computation of Time. Whenever Employer, employee, or Union is required to act within a stated number of days, the word "days" as used in this Agreement shall mean "calendar days" unless otherwise stipulated. Any computation of time, "calendar" or "work days" or of time periods, is subject to governing laws and regulations as specified in Section 1 of this Article. Any computation of time requiring the use of "work days" shall refer to the normal work days of the employee involved. Approved sick leave will be among the acceptable reasons for approving an extension of any time period that an employee is required to act when such an extension is permitted by regulation or law.

## ARTICLE III

### APPROPRIATE MATTERS

Section 1. It is agreed that matters appropriate for consultation and negotiation between the Union and the Employer are policies and practices related to working conditions, including but not limited to such matters as safety, training, labor-management cooperation, employee services, methods of adjusting grievances, granting leave, promotion plans, demotion practices, pay procedures, reduction in force practices, and hours of work, to the extent any of these may be within the administrative discretion of the Employer. These matters appropriate for consultation and negotiation relate to policy determinations but not day-to-day operations. No obligation exists to consult or negotiate with the Union with respect to the mission, budget, organization, number of employees, internal security practices; the number, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods and means of performing work.

Section 2. The Employer agrees to notify the Union, in writing, prior to implementing changes in personnel policies, practices, and matters affecting working conditions of bargaining unit employees that are not specifically covered by this Agreement and which are not in conflict with the Agreement in order to enable the Union to exercise its right to bargain over those matters which are negotiable. The Employer will provide the President of Local R1-54 (or his or her designee) with a written notice of the proposed change(s) and the date(s) the proposed change(s) will be placed into effect. The Union will have ten (10) work days to respond, in writing, to the Employer's proposals and to provide the Employer with any proposals/counter-proposals on the matter presented by the Employer. If the Union does not respond within the ten (10) work day period, the Employer will have met its obligation under law and is free to initiate the proposed changes. It is recognized that there may be emergency situations that require immediate change and notification to the Union is not possible prior to implementing the change. In such circumstances, the Employer will notify the Union within two (2) work days and afford the union an opportunity to exercise its right to bargain.

Section 3. Employer at his or her own expense will furnish each eligible employee, presently or subsequently hired, one copy of this Agreement and ten (10) copies to the Union.

Section 4. The first-level supervisor of each eligible employee shall, upon reasonable notice and within reasonable time thereafter, make available to employee a copy of any U. S. Government publication incorporated in this Agreement by reference.

## ARTICLE IV

### RIGHTS OF EMPLOYER

Section 1. It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the Employer. Included in these rights, but not limited thereto, is the right to hire, assign, direct, layoff, and retain employees; the right to suspend, remove, reduce in grade or pay or take disciplinary action against such employees; the right to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted; the right, with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or from any other appropriate source. The Employer shall also have the right to take whatever actions are necessary to carry out the agency mission during emergencies determined by the Employer even though this may require deviation from any of the provisions of this Agreement.

Section 2. In his exercise of the agreed right of Employer and management officials to make reasonable rules and regulations relating to personnel policy, procedure and practices, and matters involving working conditions, the Employer and management officials shall give due regard and consideration to the obligations imposed by this Agreement and the provisions of Civil Service Reform Act of 1978, and applicable rules and regulations.

## ARTICLE V

### RIGHTS OF EMPLO

Section 1. Any employee shall have, and shall be protected in the exercise thereof, the right, freely and without fear of penalty or reprisal, to form, join, and assist any employee organization or to refrain from any such activity in accordance with the Civil Service Reform Act of 1978, and applicable laws, regulations. In the exercise of this right, employees and their representatives shall be free from any and all interference, coercion, restraint, and discrimination. Union membership shall not be encouraged or discouraged by Employer or management officials.

Section 2. Any employee has the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate management officials, without intervention of Union officials, in accordance with applicable laws, rules, regulations, or established policies and to choose his/her own representative in a grievance or appeal action, except as provided for in Article XVII.

## ARTICLE VI

### RIGHTS AND OBLIGATIONS OF UNION

Section 1. The Union agrees to accept employees of the Bargaining Unit as members without discrimination on the basis of race, color, creed, national origin, sex, age, preferential or nonpreferential civil service status, political affiliation, marital status, or handicapping condition.

Section 2. The Union shall be entitled to act for and to negotiate agreements covering all eligible employees in the Unit and shall be responsible for representing the interests of all such employees without discrimination and without regard to Union membership.

Section 3. Union shall be given the opportunity to be represented at discussions between management and employees or employer representatives concerning grievances, personnel policies, or other matters affecting general working conditions of employees in the Unit, subject to applicable regulations and policies, including but not limited to, necessary requirements as to security and confidentiality of information.

Section 4. Employer agrees that literature and notices of Union activities may be posted on bulletin boards and distributed in designated areas. Employer shall not be obligated to allocate more than 35\ of the area of any one bulletin board for utilization by Union or to permit posting on bulletin board other than those on which Employer regularly posts information for civilian employees relating to the content of Union literature or notices. Literature posted or distributed within an activity, however, must not violate any law, the security of the activity, or contain scurrilous or libelous material. Violation of standards concerning content and distribution of literature will be grounds for revocation of this privilege. Prior approval of the content and the specific details for posting or circulation will be obtained from Employer. Approval will be given if the above criteria are met.

Section 5. The Union is entitled to submit to the Employer information al material for inclusion in the installation newspaper. Inclusion of such material will be subject to **review** for propriety. Availability of space and newsworthiness are determined by Employer.

Section 6. The Union agrees to cooperate **with** the Employer in voluntary charity drives such as the Combined Federal Campaign and Red Cross Blood Drives, and to lend its support to these worthy causes. In conducting these drives, the parties will be guided by appropriate regulations **which** provide that no compulsion or reprisals **will** be tolerated. Confidential gifts maybe made by placing contributions in sealed, unmarked envelopes. It is further agreed that no lists will be published showing the names of contributors and the amounts of their contributions.

## ARTICLE VII

### DURATION AND CHANGES TO AGREEMENT

Section 1. The effective date of this Agreement is the date of approval by the appropriate Major Air Command. The date of execution of this Agreement is the date signed by the parties. The duration of the Agreement shall be three years from the date of the execution. The Agreement shall be automatically extended for equivalent periods thereafter unless either party gives written notice to the other party not more than 105 calendar days nor less than 60 calendar days prior to the duration date or to any subsequent duration date. Such notices must be accompanied by written proposals for renegotiation. Negotiations shall begin no later than thirty calendar days after these conditions have been met.

Section 2. This Agreement may be opened for amendment by mutual consent of the parties. Any amendments will be duly executed by the parties subject to approval by the appropriate Major Air Command. Any amendment will remain in effect until modified or terminated in accordance with the provisions of Section 1 of this Article.

Section 3. Should either party propose to renegotiate the contract in accordance with the provisions of Section 1 of this Article, then the Agreement will remain in effect until a new Agreement has been signed and approved.

## ARTICLE VIII

### UNION REPRESENTATION

Section 1. The Employer agrees to recognize the following duly elected officials of the Union: President, 1st Vice-President, Secretary-Treasurer and Chief Steward. The Union agrees to furnish the Employer, in writing, the names of these officials and to notify the Employer, in writing, of any changes thereto.

Section 2. The representative of the Union for administration and implementation of this Memorandum of Agreement, as well as for all other labor-management relations matters between the Employer and the Union, will be the local President of **NAGE** Local R1-54. The receipt or acknowledgement of any notice or other communication from the Employer to the Union shall be deemed to be delivered to the Union when presented to such person. In instances in which the local President is not available (e.g. on sick or annual leave, Leave Without Pay, on Temporary Duty, or otherwise not available), the receipt or acknowledgement of any notice or other communication from the Employer to the Union shall be deemed to be delivered to the Union **when** presented to the local 1st Vice-President, Secretary-Treasurer, or Chief Steward, or should they also be unavailable, to any other duly designated steward.

Section 3. In the interests of efficient conduct of Government business and the economical use of Government time, and in order to **draw** a reasonable distinction between official and nonofficial activities, those activities concerned **with** the internal management of the Union. Or solicitations for membership, collection of dues, campaigning for Union officers, membership meetings, conduct of elections for employee organization officers, and distribution of literature will be conducted outside of regular hours.

Section 4. The Employer agrees to recognize 6 Shop Stewards appointed by the Union. The Union agrees to provide the Employer, in writing, the names of its stewards and the designated areas and groups of employees the stewards are authorized to represent. Normally, stewards appointed to represent an area or shift will be drawn from employees in that area or shift. The Union also agrees to publicize the names of its stewards to all members of the bargaining unit and to inform the Employer, in writing, of any changes in its stewards.

**Section 5,** Consultation with the Union will **normally** be conducted during regular working hours with reasonable time being granted Union representatives of the bargaining unit without charge to leave in conjunction **with** officially requested and approved consultations and meetings with management.

Section 6. Authorized non-employee representatives of the Union will be allowed to visit the activity at reasonable times on appropriate Union business subject to advance clearance by the Employer. Requests for admittance should be referred to the Civilian Personnel Office indicating the name(s) and capacity of those seeking admittance, and be submitted at least 2 work days prior to the date of the anticipated visit. In the interest of security or safety, the Employer may restrict such visitors as to area and time and reserves the right to escort visitors to the area.

Section 7. The functions for which Union Officers and Stewards will be allowed a reasonable amount of official time are: (1) discussions of employee grievances with appropriate management officials when properly designated in writing by an employee as his or her representative, (2) assistance requested by management in obtaining employee cooperation, (3) participation as a designated Union representative in a consultation with the Employer, and (4) discussions **with** an aggrieved employee.

Section 8. An employee of the bargaining unit representing an employee in the bargaining unit in a grievance or personnel action involving the employee's Air Force employment which was filed under a statutory or regulatory procedure will be allowed a reasonable amount of official time in accordance with the provisions of current Air Force personnel regulations.

Section 9. The Employer agrees that there will be no restraint, interference, or coercion against any steward by reason of his or her performance of proper steward functions.

Section 10. An employee who is an official of the Union, as recognized by Sections 1 and 4 of this Article, may be excused without charge to leave in conjunction with attendance at a training session sponsored by the Union provided the subject matter of such training is of mutual concern to the Employer and the employee in his or her capacity as a representative of the Union, the Employer's interest will be served by the employee's attendance, and the employee is otherwise in a duty status. Administrative excusal for such period will cover only such portions of a training session as meet the foregoing criteria and will normally not exceed eight (8) hours for any individual. Such request must be submitted by the Union President in writing, be accompanied by an official copy of the agenda for the session, and be submitted to the Civilian Personnel Officer at least two (2) weeks in advance of the training session.

## ARTICLE IX

### HOURS OF WORK

Section 1. The regular workday shall consist of eight (8) hours of work. Lunch, commencing not earlier than three and one-half or later than four and one-half hours after employee reports to work, shall be the lunch period for employees whose normal tour of duty is between 0730 and 1600 hours. Lunch for employees whose hours of duty are other than 0730 to 1600 will be established through consultation between Employer and Union in the event supervisor and employee cannot work out a mutually satisfactory schedule.

Section 2. The lunch period shall normally be one-half (1/2) hour.

Section 3. The administrative workweek is the period of seven (7) consecutive calendar days used as a unit in computing pay. Consists of It the regularly scheduled tour of duty and the regular days It is off. Identical to the calendar workweek at 0001 hours on ending at Sunday and 2400 hours the following Saturday.

Section 4. The basic 40-hour workweek will consist of five (5) consecutive 8-hour days, normally Monday through Friday, except for those employees whose services are determined by the Employer to require other basic workweeks.

Section 5. The regular workday shall consist of eight (8) hours of work. Regular working hours for civilian employees are from 0730 to 1600 hours.

Section 6. It is agreed that before changing the regular work hours and/or established lunch period, the Employer shall consult with the Union; and reasons will be given to the Union for any change.

Section 7. All tours of duty normally will be announced two (2) weeks in advance and will continue unchanged for at least the next two (2) succeeding pay periods unless a change is necessary to meet operational requirements or circumstances otherwise preclude compliance. When hours are to be changed, employees will be notified as far in advance as possible by notice given personally, by posting notices on a bulletin board which is located so as to give adequate notice to all employees, or by mail at the employee's listed emergency notification address. For employee on authorized leave of absence, notice of such changes will be given by mail at the address furnished by employee prior to commencing leave of absence. When an employee is not given notice of any change of reporting hour and reports for duty in accordance with instructions in effect during his previous tours of duty, the Employer shall be required to utilize him at work suitable to his position description. If Employer has no such work, employee will be in a duty status and assigned appropriate work.

Section 8. Employer and Union will, through consultation and negotiation, establish a list of positions for which a daily personal clean-up time of not

more than 30 minutes shall be afforded employee within his normal work hours, 15 minutes before lunch and 15 minutes before the end of the tour of duty.

Section 9. Within each 8-hour workday, there may be two 15-minute breaks, one in the morning and one in the afternoon. Breaks may be taken at the job site, a Division break area in the vicinity of the job site, or at the individual's shop break area. In no case should the break period, including travel time, exceed 15 minutes, except when it is necessary (inclement weather and on infrequent occasions to pick up tools/materials) to return to the shop.

Section 10. When Employer issues an administrative relief from duty order pursuant to appropriate Air Force directives, i.e., inclement weather, employees designated in the order reporting for work after its effective time will also be excused for the period covered by it; however, where the order has been issued for protection of employee, it shall be optional with supervisor whether an employee reporting for work thereafter shall be required to work or be authorized excused absence. Any employee believing he has been improperly denied excused absence may have the order to work reviewed immediately. Review will be accomplished by employee's Department Head or comparable management official. If this latter official is not immediately available to employee, review will be accomplished by Employer. If the employee is directed to remain at work, the supervisor will make every effort to notify a member of employee's immediate family of this fact.

Section 11. Uncommon tours of duty that do not afford employee two (2) consecutive days off during his workweek will be kept at the minimum possible. Upon request by affected employee, Union and Employer shall investigate possibility of converting an uncommon tour of duty into a normal tour of duty.

Section 12. All employees working on second and third shift assignments shall receive the applicable shift differential in accordance with appropriate regulations.

## ARTICLE X

### OVERTIME

Section 1. Consistent with the nature and quality of the work to be performed, and at the sole discretion of the responsible management official, overtime work assignments shall be distributed equitably on a rotational basis among the qualified employees assigned to the job. Employees engaged in emergency repair assignments when their tour of duty ends, may be assigned overtime to complete the emergency repair. If the amount of work requires additional overtime work assignments, they shall be distributed equitably on a rotational basis among qualified employees who are not currently assigned to perform the job. A record of overtime will be available for NAGE review as necessary for the Union to perform their representational functions.

Section 2. Employer agrees to make every effort to give employees as much notice as possible, but at least four (4) hours, before directing an employee to work overtime. Each management official responsible for assignment of overtime work shall, subject to the paramount requirements of fulfilling the mission of the Employer, give due consideration to the employee's personal circumstances. The notice requirement contained in this paragraph shall not be applicable to overtime work provided in Section 5 of the Article.

Section 3. An employee shall have the right to refuse an overtime assignment only if he has a legitimate reason and an employee whom the responsible management official considers qualified, is available and will volunteer to accept the assignment.

Section 4. Overtime pay will be computed in accordance **with** Federal and Departmental regulations.

Section 5. Where it is necessary for employees to return to work outside of their scheduled work hours to perform unscheduled overtime work of less than two (2) hours duration, they shall be paid a minimum of two (2) hours overtime, or in the case of Classification Act employees, credited with two (2) hours compensatory time if they so elect.

Section 6 Employees have an obligation to respond to an emergency situation when called on by Management for mission support. Refusal may result in disciplinary action as authorized by AFR 40-750.

**ARTICLE XI**

ADDITIONAL **PAY** PROVISIONS

Environmental pay differential and all other authorized additional rates shall be paid in accordance with applicable Federal and Departmental Regulations.

## ARTICLE XII

### HOLIDAYS

Section 1. Employees shall be entitled to holiday benefits consistent with applicable Federal and Departmental regulations in connection with all Federal holidays now prescribed by law and any that may be added by law. Holidays designated by Executive Order shall be observed as legal holidays.

Section 2. Holidays will normally be observed as non-workdays. Subject to applicable Federal and Departmental regulations, when a holiday falls on Saturday, the holiday will normally be observed on the preceding Friday; like-wise, when a holiday falls on Sunday, it will normally be observed on the following Monday.

Section 3. Pay for holiday work shall be computed in accordance with applicable Federal and Departmental regulations.

## **ARTICLE XIII**

### **LEAVE OF ABSENCE**

Section 1. Employees may be granted leave of absence without pay in accordance with applicable Federal and Departmental regulations.

Section 2. An employee returning to duty from approved leave will normally be returned to the job rating he/she held at the time his/her leave commenced, unless properly informed in writing while on leave of absence.

Section 3. The Employer recognizes the bumping and retreat rights of an employee on approved leave of absence in situations where the employee is affected by reduction in force action during his/her leave of absence.

Section 4. Employees on approved leave without pay status shall accrue all rights and privileges including retirement benefits and coverage under Group Life Insurance and Federal Employee Health Benefits Program in accordance with applicable Federal and Departmental regulations.

ARTICLE XIV

ANNUAL LEAVE

Section 1. Absences from work shall be as permitted under applicable regulations. The responsible management officials will arrange leave schedules so that employees will be permitted two (2) consecutive weeks annual leave during each calendar year. The responsible management officials will make every effort to assure that an employee will not, except under unusual and unforeseeable circumstances, lose annual leave. The responsible management official will endeavor to afford each employee leave at the time employee considers convenient and desirable. Should the leave approving official deem it necessary to cancel previously approved leave, he/she will inform the employee of the reasons for such action at least thirty (30) days in advance unless the circumstances requiring cancellation are not known to him/her.

Section 2. Employer agrees to maintain a liberal leave policy and will not unreasonably restrict employees from taking short periods of annual leave. Employees are expected to submit requests for less than forty (40) consecutive hours annual leave two (2) days in advance of the desired time. (The following provision applies to shift workers. When an employee submits a request for a short period of annual leave, the request will be made at last two (2) days before employee's regularly scheduled days off.) When an employee submits request for a short period of annual leave for non-emergency reasons, his/her first-level supervisor will inform employees of acceptance or denial as soon as possible, but at least within two (2) days.

**ARTICLE XV**

**SICK LEAVE**

Section 1.

a. Employees will notify their immediate supervisors, or other appropriately designated officials, when they will be unable to report to work because of an incapacitating illness or injury. A non-shift employee will request sick leave no later than two (2) hours after the start of the employee's regular tour of duty on the first working day and every additional day of his or her absence unless the circumstances of the employee's illness or injury render notice impossible. Shift workers, such as heating or sewage plant personnel, are required to request sick leave at least two (2) hours prior to the start of their tour of duty unless the circumstances of the employee's illness or injury render notice impossible.

b. Unless totally incapacitated, it is the responsibility of each employee who has been counselled on potential leave abuse during the previous three-month period, or who has received leave restriction notices, to personally request leave from his or her immediate supervisor or other appropriately designated official.

c. Telephone calls from employee or a member of employee's immediate household to employee's supervisor or other leave approving official are acceptable. Further, it is each employee's responsibility to continue to attempt to contact the appropriate supervisor or other leave approving authority should the initial contact not prove successful.

d. Sick leave of more than three (3) consecutive workdays must be supported by a medical certificate unless the employee was not attended by a physician. If the employee was not attended by a physician, the employee's Certificate showing satisfactory evidence of incapacity may be accepted in lieu of a medical certificate. The certificate must cover all absence beyond the third workday, and show that the employee was incapacitated for duty for the entire period covered by the certificate.

In cases of extended illness, medical certificates may be required periodically, if necessary to establish the employee's continued incapacity to return to work.

Section 2. Employees suspected of abusing sick leave will be required to submit a medical certificate in substantiation of each absence due to a claimed illness regardless of duration. This requirement will not be invoked without first advising the employee of his or her questionable sick leave record. Where evidence does not justify the approval of sick leave, the absence may be charged to annual leave with the employee's consent, AWOL, or LWOP. If, in the supervisor's opinion, there is no improvement, the employee may be advised in writing that all future requests for sick leave must be supported by a medical certificate, regardless of the duration of the absence or requested absence. This requirement will be periodically reviewed with the employee at least once each six (6) month

Period, and a determination will be made if this requirement is to continue. A supervisor's decision to continue or discontinue the requirement for a medical certificate in support of sick leave will be furnished in writing. Should the requirement to support sick leave be continued after the initial six (6) month period review, the employee can, upon written request to his or her first level supervisor, be entitled to subsequent review every ninety (90) days and to have the supervisor's decision upon each subsequent review furnished to the employee in writing. If the employee maintains a satisfactory sick leave record during the year following discontinuance of the requirement of furnishing a medical certificate, the written notification to the employee of such will be withdrawn from the attachments to the employee's Air Force 971, "Supervisor's Record of Employee".

Section 3. It is agreed that employees desiring medical, dental, or optical examination or treatment should make an effort to schedule such appointments after work hours or on non-workdays. Requests for sick leave to cover such examination or treatment shall be submitted as far in advance as possible and shall specify the date and time of appointment. Employees who have been counselled within the last three (3) months for suspected leave abuse, and employees who have been issued leave restriction notices in accordance with the provisions of Section 2 of this Article, must also provide the name and address of the doctor or other practitioner involved.

Section 4. An employee desiring Advance Sick Leave will submit a written request for Advance Sick Leave to his or her immediate supervisor. This request must include the reasons for the request for advance sick leave, the amount of advance sick leave requested, and the date the advance sick leave will commence. A doctor's certificate must accompany the request indicating the reason for incapacitation and the anticipated date that the employee may return to work. The employee will be informed in writing whether his/her request has been approved or disapproved.

## ARTICLE XVI

### CIVIC RESPONSIBILITIES

Section 1. Since jury duty is a civic responsibility, it is the policy of the Employer to request release from jury service for eligible employees only in those instances where their services are required to meet essential work schedules and where public interests are better served by the employee remaining on duty.

Section 2. Absence for the purpose of attending court as a witness on behalf of the United States, or for jury duty, is not chargeable as annual leave. When call to perform these civic duties, the employee will promptly notify the Employer and submit a true copy of the official summons for jury duty or witness service as far in advance as possible prior to the beginning of such service. Upon completion of such service, the employee will present the Employer with written evidence of the time served on such duties together with advice on jury fees.

Section 3. In those cases where time and travel permit and where no hardship results when an employee is excused or released by the court for any day or a substantial portion of a day, he/she will be expected to return to duty or be charged annual leave or leave without pay for the time excused. Normally, when only an hour or two remain in the daily tour, the employee will not be expected to return to duty.

Section 4. Excused absence for voting purposes will be granted in accordance with applicable Federal and Departmental regulations.

ARTICLE XVII

GRIEVANCE PROCEDURE

Section 1. 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 the Agreement, its amendments, or its supplements, or for over any dissatisfaction with their working conditions.

Section 2. Excluded from the coverage of this procedure are grievances concerning:

- a. Any claimed violation of Subchapter III of Chapter 73 of Title VII (relating to prohibited political activities);
- b. Retirement, life insurance, or health insurance;
- c. Suspension or removal under section 7532 of this Title (national security reasons);
- d. Any examination, certification, or appointment;
- e. The classification of any position which does not result in the reduction in grade or pay of an employee;
- f. The separation of an employee during his/her probationary or trial period;
- g. Complaints of discrimination of the type prohibited by any law administered by the Equal Employment Opportunity Commission;
- h. The content or application of laws, and regulations of appropriate authorities outside of the Air Force;
- i. Non-selection for promotion from a group of properly certified candidates;
- j. An action terminating a temporary promotion and returning the employee to the position from which he/she was temporarily promoted.

Section 3. Matters covered under Section 4303 and 7512 of the CSRA which also fall within the coverage of this negotiated grievance procedure may, in the discretion of the aggrieved employee, be raised either under the appellate procedure s of Section 7701, of Title VII of the CSRA or under this negotiated grievance procedure, but not both.

An employee shall be deemed to have exercised his/her option under this section when he/she files a timely notice of appeal under the appellate procedure or files a timely grievance in writing under the negotiated grievance procedure, whichever occurs first.

Section 4. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by Management and the aggrieved party (ies) to settle grievances at the lowest possible level.

Section 5. Reasonable time during working hours will be allowed for employees and Union representative to present and process grievances.

Section 6. Employee Grievances. The following procedure will be followed in processing employee grievances except for the exclusions listed in Section 2 of this Article:

STEP 1. The grievance must be submitted in writing by the aggrieved employee or his or her designee with the employee's immediate supervisor within fifteen (15) calendar days from the date of the act or occurrence, or of the employee's awareness thereof. The written grievance must include the issue(s) involved and the corrective or remedial action desired by the employee. If the employee so desires, a meeting will be held and he or she may be accompanied by the local steward who normally represents the work unit he or she is assigned to. The immediate supervisor will provide the employee or his or her representative with a decision on the issue, in writing, within fifteen (15) calendar days after the initial meeting or any mutually agreed-to subsequent meetings.

STEP 2. If the matter is not satisfactorily settled at the Step 1 process, the employee or his or her representative may, within ten (10) calendar days after receiving a decision at the Step 1 process, submit the grievance under Step 2. Such notification must be submitted to the second level supervisor, in writing, and contain the issue(s) involved and the corrective or remedial action desired by the employee. The second level supervisor will meet with the aggrieved employee and/or his or her representative and provide the employee and/or his or her representative with a written decision in the grievance within ten (10) calendar days after the initial meeting or any mutual agreed-to subsequent meetings.

STEP 3. If the grievance is not settled at Step 2, the aggrieved employee and/or his or her representative may submit the grievance to the Base Commander or his or her designee within ten (10) calendar days after receiving a decision at the Step 2 process. Grievances at this Step will be filed with the Base Commander, Attention: Civilian Personnel Officer. The Base Commander or his or her designee will provide the aggrieved employee and/or his or her representative with a written decision on the grievance within ten (10) calendar days after receipt of the grievance at the Step 3 process.

STEP 4. If the grievance is not satisfactorily settled at Step 3, the Union may refer the matter to arbitration within thirty (30) calendar days after receipt of the decision of the Base Commander or his or her designee.

Section 7. Grievances should be initiated at the lowest step of this procedure where the management official has the authority to take corrective action to resolve the grievance.

Section 8. If the prescribed or extended time limits are not met by management officials at any time during the grievance process, the aggrieved employee or his or her representative may proceed to the next step of the procedure. (NOTE: an employee does not have the right to proceed to the arbitration process as such a decision is the Union's right.)

Section 9. An employee may terminate his/her grievance, in writing, at any time. If an employee resigns, dies, or is separated by an action other than removal before a decision is reached on a grievance being processed, and no compensation issue is involved, action will be stopped. (If compensation is involved, the grievance will not be terminated.) All interested parties will be notified that, because of separation, the case is being closed without a decision. In the instances above, if the grievance is identified to be of a nature where it would provide relief for employees other than the grievant, the Union may elect to continue the grievance.

Section 10. In the event that an employee does not choose to have a Union representative represent him or her, the Union has the right to be present at any meeting between the employee (or his or her representative) and management concerning the grievance at any step.

Section 11. Union Grievances. Grievances which impact on more than one employee or grievances filed by the Union must be submitted using the following procedure:

STEP 1. The grievance must be filed, in writing, by the Union President (or his or her designee) directly to the Employer representative who has the authority to resolve such grievances. The written grievance must contain the issue(s) involved and the corrective or remedial action desired. Such grievances must be filed within fifteen (15) calendar days after the date of the act or occurrence in question or of the employees' or Union's knowledge thereof, whichever occurs first. The Employer representative (or his or her designee) will meet with the Union representative filing the grievance within ten (10) calendar days after receipt of the grievance to discuss it. The Employer representative will give the Union President a written answer within ten (10) calendar days after the initial meeting on the issue or after any mutually agreed-to subsequent meetings.

STEP 2. If the grievance is not resolved satisfactorily at Step 1, the Union may submit the grievance to the Base Commander or his or her designee within ten (10) calendar days after receiving a decision at the Step 1 process. Grievances at this Step will be filed with the Base Commander, Attention: Civilian Personnel Officer if the grievance involves a matter at Otis Air National Guard Base or if the grievance involves an issue at OLAB, Northeast Air Defense Sector, North Truro. The Base Commander (or his or her designee) will provide the Union President (or his or her designee) with a written decision on the grievance within ten (10) calendar days after receipt of the grievance at Step 2.

STEP 3. If the grievance is not satisfactorily settled at Step 3, the Union may refer the grievance to arbitration within thirty (30) calendar days after receipt of the decision of the Base Commander or his or her designee.

Section 12. Employer Grievances. Grievances filed by the Employer will be submitted using the following procedure:

STEP I. The grievance must be filed, in writing, to the Union President within fifteen (15) calendar days after the date of the act or occurrence in question or of the Employer's knowledge thereof. The written grievance must contain the issue(s) involved and the corrective or remedial action desired. The Union President (or his or her designee) will meet with the Employer (or his or her designee) within ten (10) calendar days after receipt of the grievance to discuss it. The Union President (or his or her designee) will give the Employer (or his or her designee) a written answer within ten (10) calendar days after the initial meeting on the issue or after any mutually agreed-to subsequent meetings.

STEP II. If the grievance is not satisfactorily settled at Step 1, the Employer may refer the grievance to arbitration within thirty (30) days after receipt of the decision of the Union President (or his or her designee).

Section 13. It is agreed that, when a group has an identical grievance, it will be considered in the same manner as an individual complaint of one employee and the decision will be binding on all identical cases.

Section 14. Upon the filing of a grievance, an employee and/or his or her representative shall be allowed to review any documentation considered in taking the action that is being grieved that is releasable under current law and regulation. Access to such documentation should be provided at the earliest time possible after such access is requested. At their request, an employee or his or her representative will be provided with a copy of any of the material reviewed that is necessary to process the grievance.

Section 15. The time limits of the provisions of any of the procedures in this article may be extended upon mutual agreement of the parties involved. At the same time, should either party to a grievance filed under any of the provisions of this article fail to meet the time requirements of the procedure in use, the grieving party is free to proceed to the next step of the appropriate procedure.

Section 16. In the event either the Employer or the Union should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include the grievability/arbitrability issue. All disputes of grievability or arbitrability shall be referred to an arbitrator as a threshold issue in accordance with the provisions of Article XVIII, Arbitration. If the Arbitrator determines that the issue is arbitrable, the Arbitrator will hear the merits of the grievance.

## ARTICLE XVIII

### ARBITRATION

Section 1. Either the Employer or the Union may request arbitration. Exclusions from this arbitration procedure are those referenced in Section 2, Article XVII, and Grievance Procedure.

Section 2. Within five (5) work days from the date of the receipt of a request for arbitration, the Employer and the Union shall meet to jointly request the Federal Mediation and Conciliation Service to provide a list of five (5) impartial persons qualified to act as arbitrators. Should either party not be able to meet during this period, the party initiating the request for arbitration is free to proceed with the request on its own. The Employer and the Union will meet within five (5) work days after receipt of the list of arbitrators. If they can't mutually agree upon one of the listed arbitrators then, by toss of a coin determining who goes first, each party will strike one arbitrator's name from the list and will repeat this procedure until one person remains who will be the duly selected arbitrator.

Section 3. If for any reason either party refuses to participate in the selection of an arbitrator, the Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case.

Section 4. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic workweek. All participants of the Employer in the hearing shall be on official time when otherwise in a pay and duty status.

Section 5. If the Employer and the Union fail to agree on a joint submission of the issue for arbitration, each can submit a separate submission and the arbitrator shall determine the issue(s) to be heard.

Section 6. The arbitrator's fee and the expenses of the arbitration shall be borne equally by the Employer and the Union. Either the Employer or the Union may file a brief but it will not be incumbent upon the other party to do so. No authority shall obligate either party to file such briefs. Either party may request a verbatim transcript of the hearing; however, if not mutually agreed to, the party requesting the verbatim transcript will assume the cost for the transcript. Should the other party subsequently request a copy of the transcript originally requested by one party, the total costs of the transcription service will then be borne equally by the parties.

Section 7. The arbitrator will be requested to render a written decision as quickly as possible, but in any event not later than thirty (30) calendar days after the conclusion of the hearing, or subsequent filing of briefs, unless the parties mutually agree to extend this time limit.

Section 8. The arbitrator's decision will be in writing. The arbitrator's decision will be forwarded to both parties and will be binding to the extent the scope of the award is confined to the issues submitted to the arbitrator unless exception is taken under the procedures of the Federal Labor Relations Authority or Air Force regulation for one of the following reasons:

- a. Implementation of the award would involve violation of law or governing regulation.
- b. The award is not based on the provision of the Agreement in question.
- c. It clearly appears that arbitration proceedings were tainted by fraud or collusion or by serious misconduct on the part of the arbitrator.
- d. The award was clearly arbitrary or capricious or clearly repugnant to the purpose and principles of Title VII of the Civil Service Reform Act.

Section 9. The arbitrator will not have the power to consider any issue and will not make any recommendation which:

- a. Concerns matters outside of the discretion of the Employer;
- b. Concerns matters which were not originally at issue in the grievance leading to arbitration and which have not been properly and timely processed through the grievance procedure;
- c. Alters, adds to, or subtracts from the express terms of the contract;
- d. Substitutes his discretion for that of the Employer.

Section 10. A decision of the arbitrator in one award shall not be a precedent for, or create a basis for, adjustment in another case, unless the representatives of the parties have agreed in writing to be so bound.

Section 11. Absent a negative arbitrator's decision upon the arbitrability of a grievance, the arbitrator shall hear arguments regarding both the arbitrability and the merits of the case at the same hearing. However, the parties may mutually agree otherwise in instances such as highly complex cases which would involve several days of hearing.

## ARTICLE XIX

### POSITION DESCRIPTION AND CLASSIFICATION

Section 1. The purpose of a position description is to officially describe, for pay and classification purposes, the predominant skills and duties peculiar to a position. A position description does not list every duty an employee may be assigned but reflects those duties which are series and grade controlling.

Section 2. Employees shall not be assigned custodial duties except those duties that are directly related to their normal duties.

Section 3. Supervisors are responsible for determining the duty assignments of each position and for ensuring the accuracy of the position descriptions of their employees. When they make any changes to position descriptions, they will notify their employee(s) within one (1) week after significant changes are made and will provide their employee(s) with a copy of the change(s).

Section 4. Employees are encouraged to periodically review the position description for the position they occupy and to report to their immediate supervisor what they feel are significant changes in duties and responsibilities. If there is a disagreement between a supervisor and an employee as to the accuracy or correctness of the position description, every effort will be made to resolve the difference informally. If this proves unsuccessful, the employee has the right to pursue the matter under the Negotiated Grievance Procedure provided in this Agreement.

Section 5. The Employer agrees that the Union may review the position description of an employee in the Unit in consultation with the Personnel Office when the position description is pertinent to a specific complaint. Specific additional information used in determining the classification of the position will also be made available to the Union. If the Union believes the position description is inaccurate, discussions will be held to resolve the inaccuracies.

Section 6. Every effort will be made by all parties concerned to resolve informally any disagreements or misunderstandings involving the classification of positions to avoid the necessity of a formal classification appeal. Employees have a right to know the basis for classification determinations regarding their positions. Inquirers will be treated with courtesy and inquiries will receive a prompt response. Informal resolution of classification disagreements is encouraged utilizing the procedures outlined in AFR 40-512, Classification Appeals.

Section 7. Employees have the right to formally appeal the classification of their positions utilizing the appeal procedures contained in AFR 40-512 and the Federal Personnel Manual .

ARTICLE XX

TRAINING AND EMPLOYEE DEVELOPMENT

Section 1. The Employer and the Union agree that training and development of employees in the Bargaining Unit are important in accomplishing both the mission of the Employer and the federal career goals of employees. The Employer will develop, promote, and maintain training programs which are consistent with the needs of the Employer. The Employer and the Union agree that each employee is responsible for applying a reasonable amount of personal time and effort to keep abreast of the changing technology of each employee's occupation. Both parties agree to encourage employees to take advantage of training and educational opportunities.

Section The Employer will determine requirements for training and employee development with the objective of maintaining appropriate manpower capability to meet Employer mission objectives.

Section 3. Selection for training courses established as a condition of promotion eligibility shall be in accordance with the merit promotion plan.

## ARTICLE XXI

### MERIT PROMOTION PROGRAM

Section 1. The purpose of this Article is to prescribe policies and procedures relating to the merit promotion and internal placement of Federal Wage System and General Schedule personnel into bargaining unit positions serviced by the Central Civilian Personnel Office of the Employer.

Section 2. General Schedule and Federal Wage System employees are subject to the policies and procedures prescribed herein, within the Federal Personnel Manual, the provisions of Department of Defense and Air Force regulations, and the local Merit Promotion Plan. Evaluation and selection of employees will be made on the basis of merit and qualifications without regard to political, religious or labor affiliation or non-affiliation, marital status, race, color, sex, national origin, non-disqualifying physical handicap, or age. Further, any official who has authority to take, direct others to take, recommend, or approve actions taken under the Merit Promotion Program will insure that his or her actions are in compliance with the Merit Systems Principles as enumerated in Chapter 23 of Title 5 of the U. S. Code and Civil Service Reform Act of 1978, Public Law, 95-454.

Section 3. Vacancy announcements for positions in the bargaining unit will be open for a period of five (5) work days and only those persons applying will be considered. Supervisors of employees are responsible for filing applications for merit promotion for employees they supervise during their employees' absence. Before an employee goes on leave of more than 5 days, or will be absent from duty for longer than 5 days for other reasons (e.g., Temporary Duty, Sick Leave, Leave Without Pay, etc.), he or she will inform the supervisor, in writing, of their interest in being considered for promotions during their absence as required by the Federal Personnel Manual, Air Force Regulation 40-335 and the local Base Supplement thereto.

Section 4. Vacancy Announcements for positions in the Bargaining Unit will contain appropriate information required by the Merit Promotion Plan as contained in AFR 40-335 and the Base Supplement thereto. The Union President will be provided with a copy of all vacancy announcements for positions in the Bargaining Unit, and any changes or amendments to such.

Section 5. Selecting supervisors will notify each local candidate on the promotion certificate of his or her non-selection. Upon written request of a non-selected employee, the selecting supervisor will notify the unsuccessful candidate in writing of the reason(s) for his or her non-selection.

Section 6. It is each employee's obligation to ensure that appropriate documentation is entered in his or her Official Personnel Folder to accurately reflect personal training, experience, etc. Only that information contained in the employee's record on the closing date of the announcement will be considered.

Section 7. Employees desiring to obtain experience credit for short-term details of thirty (30) days or less over extended periods of time, or, which cumulative, exceed thirty (30) days, must submit a Supplemental Qualification Statement, SF-172 to the Civilian Personnel Office. In addition to the employee's signature, an appropriate supervisory signature must be included to verify the information.

## ARTICLE XXII

### USE OF OFFICIAL FACILITIES

Section 1. The Employer agrees to provide suitable office space to the Union to use for the conduct of union-management business.

The Union agrees that the use of the space during working hours as authorized herein shall be kept to such limits as will ensure minimum disruption of work on the part of the principals involved. It is further agreed that all other use of this space will be confined to the non-working hours of parties involved and in accordance with the provisions of this Article.

Section 2. The Employer will provide, if available, a desk, chair, and a filing cabinet for the Union to keep its records in and to conduct union -management business therein. Equipment/furniture provided to the Union will be assigned by hand receipt and will be maintained in a serviceable condition by the Union. A telephone with a class "c" extension will be provided to the Union for the purpose of conducting official business with the union agreeing to pay for the costs of any long-distance calls initiated from or charged to such phone.

Section 3 The Employer agrees that if the space currently occupied by the Union becomes needed for other Employer mission needs and it becomes necessary to remove the Union from such office, the Employer will make every effort to find a suitable alternate facility for the Union.

Section 4. The Union agrees to secure the facility and building after each use. The Union further agrees to maintain assigned space to ensure it is clean, safe from fire hazards, and used in accordance with applicable directives, regulations, and the terms of this Agreement. The Union also agrees to reimburse the Employer for expenses incurred by the Employer as a result of damage and destruction to the facility incurred by the Union's use. Abuse or failure to maintain acceptable maintenance of the facility may result in forfeiture of the use of the facility.

Section 5. A reserved parking space for the president of the local outside of the office.

Section 6 On-site facilities may be used for Union membership meetings outside the regular working hours of the employees involved. Requests for utilization of facilities for meetings must be submitted in writing to the Base Commander, Attention: Civilian Personnel Officer at least three (3) days prior to the desired date of the meeting. Persons who are not employees of the bargaining unit assigned to Otis Air National Guard Base will not be admitted to the activity without the prior approval of the Employer or his or her designated representative. Requests for meeting space must also identify persons who are not employed at Otis Air National Guard Base whom the Union desires to be in attendance at the meeting and the reason(s) for their need to attend.

Section 7. It is the understanding of the parties to this Memorandum of Agreement that the Employer and the Employer's **Agency** shall not be held liable for any injury which may occur on the Employer's premises when such premise are used outside the working hours of bargaining unit employees for Union business or when such facilities are wrongfully used during the working hours of the employees for unauthorized Union business. Further, it is the understanding of the parties that the Employer and the Employer's Agency shall also not be held liable for any non-bargaining unit official of the Union or guest of the Union injured on the Employer's premises at any time. It is not the intent of the parties to deny any individual any entitlements to Workers' Compensation for claims which that office judges lo be appropriate.

ARTICLE XXIII

EQUAL EMPLOYMENT OPPORTUNITIES

Section 1. As required by Public Law 92-261, the parties agree to cooperate in preventing discrimination in equal and fair opportunities in Federal employment for all persons, regardless of race, religion, color, national origin, sex or age and assure there will be no discrimination in any and every aspect of Federal employment and practices.

Section 2. The Employer agrees to notify the Union of any Equal Employment Opportunity complaints filed under the provisions of AFR 40-1613 by a member of the bargaining unit if the individual filing the complaint raises no objection to the Union being informed.

## ARTICLE XXIV

### REDUCTION IN FORCE

Section 1. Employer agrees to inform employees and Union as fully and as soon as possible of any plans or requirement for a reduction in force which may affect them.

Section 2. In the event of a reduction in force, existing vacancies will be utilized to the maximum extent feasible to place qualified employees in continuing positions who otherwise would be separated from the service. All reductions in force will be carried out in strict compliance with applicable Federal and Departmental regulations.

Section 3. Any career or career-conditional employee who is separated because of reduction in force will be placed on the Reemployment Priority List in accordance with applicable Federal and Departmental regulations, and such employees will be given preferences for rehiring in temporary and permanent positions for which qualified. It is understood that acceptance of a temporary appointment will not alter the employee's right to be offered permanent employment.

Section 4. A career or career-conditional employee who has been demoted without personal cause may be noncompetitively promoted to any position for which he or she is qualified, at the same or lower grade as that from which demoted, in accordance with the provisions of the Merit Promotion Plan, provided his or her services were fully satisfactory in the former position.

ARTICLE XXV

PARTICIPATION IN WAGE SURVEYS

Section 1. It is agreed that the Union will be notified of local wage survey schedules as established by the Department of Defense Wage Fixing Authority. It is also agreed that the Employer will inform the Union of the purpose of the survey, methods of operation, and starting dates of any survey in which employer will participate that may affect employees covered by this Agreement.

Section 2. A Union representative will be included in the Wage Survey Committee and may make recommendations, requests, and other desires relative to area boundaries, firm or industry coverage, and augmentation of the survey job list. The Union will submit a list of names of Union representatives to Management for consideration. The selection will be determined by Management based on the employee's availability with respect to mission essential responsibilities.

Section 3. It is agreed that the local wage survey committee has no authority to depart from or set aside established policies of the Office of Personnel Management.

ARTICLE XXVI

**SAFETY**

Section 1. The Employer will continue to make every reasonable effort to provide and maintain safe working conditions for employees. The Union will cooperate to that end and will encourage all employees to work in a safe manner. It is further recognized that each employee has a primary responsibility for his/her own safety and an obligation to know and observe safety rules and practices as a measure of protection for himself/herself and others. The Employer will welcome at any time suggestions which offer practical and economically feasible ways of improving safety conditions. In the event working conditions are considered unsafe, employee shall immediately notify his/her first-level supervisor, who shall, in turn, immediately notify appropriate safety officials so that an evaluation may be made.

Section 2. To the maximum extent permitted by Federal rules and Departmental regulations, and within the provisions of local and Interservice Support Agreement procedures and responsibilities, the Employer will provide ambulance service and emergency treatment for employees in the case of on-the-job accidents or injuries.

Section 3. No employee shall be required by a management official to perform work under the following unsafe conditions:

a. Where the work is the subject of a previous protest or complaint and a safety evaluation has determined that the work is unsafe.

b. Where the work is the subject of a previous protest or complaint and a safety evaluation has not been accomplished within a reasonable period of time.

c. Where work violates a published Federal safety directive, admonishment, or Department regulation.

d. Where the work is such that military personnel of the Employer could not be assigned to accomplish the order without having had special training and the civilian has not had comparable training or test of qualifications.

Section 1. If any employee feels that he/she is being directed to perform under unsafe conditions, he/she will promptly report the matter to his/her first-level supervisor who will, in turn, promptly report the matter to the Employer's safety officer who will accomplish a safety evaluation of the assigned work within a reasonable time.

Section 5. The Employer recognizes that there may be legitimate safety concerns of employees regarding their being subjected to repetitive exposure to medical x-rays. At the same time, the Union acknowledges the responsibility of the Employer to conduct physical examination and testing of applicants for employment and of current employees as required by Federal and agency regulations in areas such as appointments, promotions, reassignments, periodic physicals, occupational health and safety, etc. In cases where an employee has been subjected to x-rays within an acceptable period of time prior to the date of an examination scheduled by the Employer which would include x-rays, the employee has the option of providing the Employer's medical personnel with the x-rays previously taken. The Employer's medical personnel can then review such x-rays to ascertain if they are acceptable to meet the Employer's medical examination requirements. If they are, the x-rays provided by the employee can be substituted and will be retained by the Employer. Should the x-rays provided by the employee not be acceptable to meet the Employer's needs, the employee will be required to be x-rayed. However, if the time period which has elapsed since the employee was last x-rayed is not of sufficient duration to meet safe exposure requirements, the employee will be rescheduled for a later date. Employees scheduled for medical examination by the Employer who are concerned about x-ray exposure can contact the Civilian Personnel Office to ascertain if their scheduled medical examination will include x-rays.

ARTICLE **XXVII**

EMPLOYEE MORALE

Section 1. Union may request representation on any of the following:

- a. Incentive Awards Committee;
- b. Safety Committee;
- c. Drives for Blood, Bonds, and Charitable causes.

Representation shall consist of one (1) person which Employer will select from among three (3) individuals nominated for each committee by the Union. The Union will observe any qualifications criteria of regulations in making nominations. Employer may refuse to appoint the same employee to more than one such committee if he/she believes to do so will impair efficiency of operation of employee's work section. Employer may direct any such committee to hold a closed meeting if he/she determines requirement of security necessitates exclusion of Union member from discussion of any subject to be considered. Employer will, however, inform the Union in advance of the reasons for holding a closed session.

Union may apply for future membership on committees such as above, and the matter shall be subject to negotiation between Union and management.

Section 2. To the extent permitted by security requirements, Employer will, upon request, inform Union of the actual manning strength within the Unit once each quarter.

Section 3. Employer agrees that when an eligible employee is recommended for light duty by his personal physician, Employer will make every effort to assign employee to light duty in accordance with physician's recommendation. Such assignment need not be continued for a prolonged period and is subject to availability of appropriate work within the employee's capabilities. The Employer's decision as to this matter is final.

ARTICLE XXVIII

TOOLS AND EQUIPMENT

Section 1. Tools and equipment necessary for the accomplishment of their duties at; determined by the Employer will be made available to those employees concerned.

Section 2. Employer recognizes right of Union to request Government Issue of special clothing, tools, or special personal equipment and provision of personal equipment storage facilities. Union, recognizing that authority to supply is strictly limited by Federal and Departmental regulations, agrees to cooperate with Employer by furnishing necessary justification for any request submitted.

Section 3. Union agrees to assist employees in preparation of any claim submitted to Employer for reimbursement for loss or damage to employee's personal property.

Section 4. Employer agrees to promptly investigate any incident which could under Federal or Departmental regulations result in imposition of pecuniary liability against an employee. If there appears to be a possibility that action to assess pecuniary liability will be required, each affected employee will be given preliminary notice of this fact to enable him to collect and preserve favorable evidence. To the extent permissible under security regulations and safety considerations, Employer will allow employee 's attorney or investigator to inspect incident site and damaged property.

ARTICLE **XXIX**

DUES WITHHOLDING ARRANGEMENT

Section 1. It is agreed that any employee officially assigned to the unit, who is a member in good standing of Local RI-54, may authorize an allotment of pay for the payment of his dues for such membership in accordance with applicable regulations, provided:

- a. The employee is employed in the organization unit for which required recognition has been granted.
- b. The employee has voluntarily completed a request for such allotment of his pay.
- c. He regularly receives a normal amount of pay on the regularly scheduled paydays at the installation and such pay is sufficient, after other legal deductions, to cover the full amount of the allotment.
- d. He has authorized no other current allotment for the payment of dues to an employee organization.

Section 2. The procedure and effective dates of authorization shall be as follows:

- a. Local RI-54 will inform each of its members in the Unit of the voluntary nature of authorization for allotment of pay to cover dues and of the prescribed procedure for authorizing the allotment and the use and availability of Standard Forms 1187 and 1188, as well as the provisions and procedure for evoking an authorization.
- b. The Union agrees to acquire and distribute to its members the prescribed authorization form, SF 1187, and to receive completed forms from members who request allotment.
- c. The President of Local RI-54, properly designated by use of DD Form 577, Signature Card, to process SF 1187's by completing section A they are responsible for ascertaining that the employee is a member of Local RI -54 in good standing. Certified authorization forms will be submitted to the Accounting and Finance Office ( AFO), through the Central Civilian Personnel Office, Otis ANG Base, Massachusetts.
- d. Allotments will be effective on the first complete bi-weekly pay period after a properly completed and signed SF 1187 is received by the installation AFO and will continue in effect until the allotment is terminated in accordance with the provisions of Section 4.
- e. Section 3. Withholding. The amount to be withheld shall be the amount of the regular dues exclusive of initiation fees, assessments, back dues,
- f. Fines, and similar charges and fees. Allotment deductions will be made each pay period in the bi-weekly amount shown on the SF 1187. If the amount of regular dues is changed by the Local , the AFO will be provided

g. With the properly certified SF 1187's which will be effective as set forth in Section 2, paragraph d, unless a later date is specified by the Local. Only one such change may be made in any 12-month period.

Section 4. Termination of Allotment. The Accounting and Finance Office will terminate an allotment:

a. Automatically beginning the first pay period after loss of exclusive recognition by the Union under the provisions of Title VII of the Civil Service Reform Act of 1978 at the local level or when dues withholding is suspended or terminated by an appropriate authority outside the Department of Defense.

b. When the employee leaves the bargaining unit as a result of any type of separation, transfer, or other personnel action.

c. Upon receipt of notice from the President that the employee is no longer a member in good standing. The Union President will notify the Accounting and Finance Office, in writing, through the Civilian Personnel Office, within five (5) workdays when an employee with a current allotment authorization is suspended, expelled from the Union, or ceases to be a member in good standing.

d. Effective at the end of the pay period covered by the deduction payroll in which loss of eligibility occurs.

e. At the beginning of the first deduction payroll period on or after March 1st of each year after receipt in the Accounting and Finance Office of a member's voluntary revocation of allotment. The Notice of Revocation. SF 1188. Should be submitted through the Civilian Personnel Office.

f. As an exception to a March 1st termination date, an employee, whose dues allotment has not been in effect for a full year when the March 1<sup>st</sup>, date arrives can terminate his or her dues allotment on the first pay period following completion of his or her first year anniversary date of dues allotment. After the first year has gone by, an employee can only terminate his or her allotment on the first full pay period following March 1st of each year in accordance with the provision of Section 4, paragraph e above.

Section 5. Remittance of Dues Withheld. Following completion of each deduction payroll. The AFO will remit the amount due the Union to NAGE, Comptroller's Office, 285 Dorchester Avenue, Boston, Massachusetts 02127. Each remittance will be accompanied by a statement giving the following information:

a. Identification of office or installation.

b. Identification of Local.

c. Names of members for whom deductions were made and amount of each deduction.

d. Names of members for whom deductions previously authorized were not made, with reason for each non-deduction.

e. Total amount withheld on this payroll.

Section 6. If this Agreement is not renegotiated by its termination date because of third party proceedings involving a negotiability dispute, impasse, or a unit representation question, the dues withholding arrangements of this Article are continued until the matter is resolved or extension of the contract.

**ARTICLE XXX**

PERFORMANCE EVALUATION

Evaluations will be done in accordance with AFR 40-452 and all supplements thereto. Performance discussions are encouraged between supervisors and employees, at either parties request, to help improve communication and increase productivity.

ARTICLE **XXXI**

ULP INFORMAL SETTLEMENT

Section 1. This Article sets forth procedures for processing Unfair Labor Practice (ULP) allegations under 5 U.S. Code 7116 before such allegations are formally filed with the Federal Labor Relations Authority (FLRA) under its rules. It is the express intent of the parties to facilitate informal discussions concerning alleged ULPs of either party to enhance the possibility of informal resolution thereof, before such allegations are formalized by either party before the Federal Labor Relations Authority.

Section 2. Before the Union or Management files an ULP charge, it will notify the other party seven (7) days prior to filing of their intention and the reasons thereof. If the Employer or the Union is willing to settle the problem within seven (7) days, either party will hold the filing in abeyance, for a reasonable time, to be sure that the agreement has been fulfilled. However, where the parties execute a settlement agreement resolving a particular incident alleged to be a ULP under these procedures, that allegation shall be precluded from further processing before the Authority unless the charged party fails to live up to the provisions of the informal resolution. It is not the intent of the parties to preclude the other party from submitting subsequent ULP charges regarding other claimed violations of law, however similar in nature as they may be.

Section 3. The provisions of this Article shall not prevent either party from filing an ULP charge up to the six (6) month time limit as provided in the Civil Service Reform Act of 1978.

IN WITNESS WHEREOF, THE PARTIES HERETO, HAVE EXECUTED THIS AGREEMENT THIS  
.12 - DAY OF SEPTEMBER 1990.

NGB Director of Civilian Personnel