

LABOR-MANAGEMENT AGREEMENT
BETWEEN
HOMESTEAD AIR RESERVE BASE
AND
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
AFGE Local 1167

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PREAMBLE

The parties of this Agreement recognize that they have a mutual and cooperative interest in the effective accomplishment of the assigned responsibilities of Homestead Air Force Base, Florida, and that their mutual interests will be furthered by the establishment and maintenance of Labor Management Relations pursuant to P.L. 95-454. It is further recognized that the participation of employees in the formulation and implementation of personnel policies, practices, and procedures which so vitally affect the conditions of their employment will contribute substantially to the improvements and efficient administration of the public service and the morale of the employees. Accordingly, and as contemplated under P.L. 95-454, this Agreement and such supplementary agreements as may be agreed upon from time to time will constitute a Labor Management Relations Agreement between Homestead Air Force Base, Florida, party of the first part, hereinafter referred to as the Employer, and the National Federation of Federal Employees, Local 1167, party of the second part, hereinafter referred to as the Labor Organization. This Agreement shall be applicable uniformly to all parties covered by its provisions, as specified in Article 1.2

ARTICLE 1 - RECOGNITION/UNIT OF COVERAGE

1.1 Recognition: This Agreement is executed pursuant to the exclusive recognition granted Local 1167, an affiliate of the National Federation of Federal Employees, by the Base Commander, Homestead Air Force Base, Florida..

1.2 Unit of Coverage: The unit to which this Agreement is applicable is composed of all appropriated fund Air Force civilian employees serviced by the Central Civilian Personnel Office at Homestead Air Force Base, Florida, exclusive of professional employees, managerial executives, supervisors, and all employees engaged in civilian personnel office work other than in a clerical capacity. Unit of coverage will hereafter be referred to as “the Unit.”

ARTICLE 2 - DEFINITIONS

The following definitions of terms used in this agreement shall apply.

2.1 Civil Service Reform Act of 1978: This Act, also known as Title VII of Public Law 95-454, guarantees statutory protection of the right given to Federal Civil Service employees to organize, bargain collectively, and participate, through a Labor Organization of their own choosing, in decisions which affect them.

2.2 Labor/Management Meetings: Meetings which are held for communication and exchange of views to discuss matters of mutual interest.

2.3 Negotiation: Bargaining by representatives of the Employer and the Labor Organization on issues relating to the conditions of employment.

2.4 Impasse: The inability of representatives of the Employer and the Labor Organization to arrive at a mutually agreeable decision concerning negotiable matters through the negotiation process.

2.5 Negotiability Dispute: A disagreement between the parties as to the negotiability of an item.

2.6 Amendments: Modifications of the Basic Agreement

2.7 Supplements: Additional articles, negotiated during the term of the Basic Agreement, on matters that are not covered by the Basic Agreement.

2.8 Grievance: A dispute covered by Article 37 of the Agreement.

2.9 Labor Official and/or Labor Representatives: Any accredited National Representative of the Labor Organization, or the duly elected or appointed officials of the Local, including stewards.

2.10 Authority: The Federal Labor Relations Authority established by the Civil Service Reform Act of 1978.

2.11 Mediator: An official representative of the Federal Mediation and Conciliation Service, who is requested, by either, or both parties, to assist with the resolution of Labor/Management impasses.

2.12 Mediation: An official process, wherein a mediator attempts to resolve Labor/Management impasses between both parties.

2.13 Arbitration: An official process, wherein an arbitrator will resolve Labor/Management grievances by rendering a final and binding decision.

2.14 Arbitrator: An official, paid representative asked to resolve Labor/Management grievances.

2.15 Impact Bargaining: Negotiation sessions between Labor/Management pertaining to the impact on the employees due to Management initiated changes to policies, practices, or other matters affecting working conditions.

2.16 Representative/Steward: An individual who acts for, or on behalf of, the concern of employees of the Base.

2.17 Supervisor: An individual, employed by the Employer, having the authority, in the interest of the Employer, to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust employee's 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 judgement, except that, with respect to any unit which includes firefighters or nurses, the term supervisor includes only those individuals who devote a preponderance of their employment time to exercising such authority.

2.18 Grievant: An employee that has a complaint, dispute or disagreement, as defined in the Grievance Article in this Agreement, with his/her (their) immediate supervisor, or another management official.

2.19 Panel: Federal Service Impasses Panel.

2.20 Management Official: An individual employed by the Employer in a position, the duties and responsibilities of which requires or authorizes the individual to formulate, determine or influence the policies of the Employer.

2.21 Conditions of Employment: Personnel policies, practices, and matters whether established by rule, regulation, or otherwise, affecting working conditions, except that such term does not include policies, practices and matters:

- a) Relating to the political activities prohibited under Subchapter III of Chapter 73 of the Civil Service Reform Act.
- b) Relating to the classification of any position; or
- c) To the extent such matters are specifically provided for by Federal statute.

2.22 Uniform: A uniform consists of distinctive apparel or non-apparel items that an employee is required to wear, normally for identification purposes.

2.23 Employer Representative: Base Commander or designated representative for purposes of Labor/Management Relations.

2.24 Base: Homestead Air Force Base.

ARTICLE 3 – FREEDOM OF INFORMATION ACT – 5 U. S. C. 552

3.1 Purpose: Is to make available to the general public the maximum amount of information possible concerning DoD operations and activities when properly requested in writing. All requests for information under the Freedom of Information Act will be forwarded to the Homestead Air Force Base Freedom of Information Act Officer.

ARTICLE 4 – PRIVACY ACT

4.1 Description: The Privacy Act is an exception to the release of records under the Freedom of Information Act (FOIA). The Privacy Act was enacted to protect individuals from unwarranted invasion of personal privacy. To protect that privacy, it is necessary to regulate the collection, maintenance, use, and dissemination of personal information in records system. Any questions regarding the Privacy Act and/or regulations should be directed to the Base Privacy Act Officer.

4.2 Procedure: When collecting personal information from individuals, Management officials (or the employee who is collecting the information) must tell the individual by what authority they are requesting the information, and the routine use which may be made of it. The Office of Personnel Management has ruled that personal notes or records that a supervisor may keep as memory aids regarding the performance, conduct, and development of employees, are not prohibited by the Privacy Act. For these supervisor's notes to remain outside of the Privacy Act, they must:

- a) Be kept and maintained only for the personal use of the supervisor who wrote them.
- b) Not be circulated to anyone, even the supervisor's secretary, or another supervisor of the same employee.
- c) Not be under the control of the Employer, or required by the Employer, and are kept or destroyed as the supervisor, who wrote them, sees fit.

ARTICLE 5 – EMPLOYEE RIGHTS

5.1 Governing Laws: In the administration of all matters covered by this agreement, the parties and the employees are governed by existing or future laws.

5.2 Rights Retained: The Employer retains the right:

- A. To determine the mission, budget; organization, number of employees, and internal security practices of the Agency, and
- B. In accordance with applicable laws,
 - (1) To hire, assign, direct, layoff, and retain employees in the Unit, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 - (2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which the Employer's operational shall be conducted;
 - (3) 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; and
 - (4) To take whatever actions may be necessary to carry out the Agency missions in emergency situations.

5.3 Policy: The Employer and the Labor Organization will negotiate on;

- A. Procedures which management officials of the Air Force will observe in exercising any authority granted under the Civil Service Reform Act.
- B. Appropriate arrangements for the employees adversely affected by the exercise of any authority granted by the Civil Service Reform Act by such management officials.

<p><i>ARTICLE 6 – LABOR ORGANIZATION RIGHTS AND REPRESENTATION</i></p>

6.1 Recognition: The Employer recognizes that the Labor Organization has the exclusive right to perform representational functions on behalf of all employees in the Unit of Recognition and to represent the Unit members during negotiations and joint meetings with the Employer with regard to personnel policies, practices, and all other matters affecting conditions of employment.

- A. The Employer agrees to recognize and respect the rights of the Labor Organization, and to meet jointly and to negotiate with the Labor Organization on such matters, and further agrees to negotiate with the Labor Organization, upon their request, prior to implementation of any new policy or change in policy, affecting the employees or their conditions of employment.

- B. The Employer will recognize the duly elected Labor Organization officers, officials and representatives designated by the Labor Organization. The Labor Organization will supply the Employer in writing, and will maintain, on a current basis, a list of the Labor Organization officers and officials including Stewards. The Labor Organization may post the list of officers, officials and Stewards on the Labor Organization portion of the Employer's official bulletin boards.
- C. The employer will recognize representatives of the NFFE National Office. The Labor Organization shall provide notice to the Employer of visits to be made by representatives of the National Office.

6.2 Labor Management Meeting Procedures: The following procedures shall apply

- A. **Joint Labor/Management Meetings:** These meetings shall be held upon request by either party. Specific item(s) for discussion should normally be provided in advance of the meeting either by party, although items not submitted may be discussed. Summary minutes, reflecting items discussed and resolutions or actions shall be furnished to the Labor Organizations by the Employer. Such meetings will be used to discuss item(s) of mutual interest and not for discussing problem areas that can be resolved at a lower level of the Employer and the Labor Organization. Such meetings shall be conducted in an atmosphere that will foster mutual respect. The Labor organization representative at these meetings will be determined by the Labor Organization President and will be provided prior to the meeting. The Employer and the Labor Organization will make every effort to expeditiously respond to matters brought to their attention. When guidance is necessary from higher authority, a copy of correspondence to the authority will be sent to the other party.
- B. **Labor/Management Meetings of the President of the Labor Organization and the Base Commander:** Meetings between the President of the Labor Organization and the Base Commander will be held when determined necessary by a Joint Labor/Management Meeting. Such a meeting will be arranged by the Labor Relations Officer when requested by the Labor Organization President on issues which require the attention of both the Labor Organization President and the Base Commander. Prior to an issue being addressed at this meeting, the issue will be addressed at the Joint Labor/Management Meeting and the recommendation to elevate will be recorded in the minutes.

6.3 Rights and Representation:

- A. The labor Organization as the exclusive representative of the employees in the Unit shall be given the opportunity to be represented at;
 - (1) Any formal discussion between one or more representatives of the Employer and one or more employees in the Unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or

(2) Any examination of an employee in the Unit by a representative of the Employer in connection with an investigation if,

- a) the employee reasonably believes that the examination may result in disciplinary action against the employee; and
- b) the employee requests representation.

B. The Labor Organization has the right to represent all individuals in the Bargaining Unit.

C. The Labor Organization has the right to appoint or nominate individuals to perform representational duties in accordance with the terms of this Agreement.

6.4 Stewardship: The Labor Organization will designate a reasonable number of stewards in each of the various organizations having employees in the Unit. The steward (s) will represent the employees of their designated area on any grievance the employee may have pertaining to personnel policies, practices and other matters affecting working conditions. Whenever a steward's services are required and a steward is not available, or the employee has reason to object to the steward, the Labor Organization will be contacted and will assign another representative. Permission from the immediate supervisor will be obtained for each absence. The Labor Organization representative will coordinate and schedule the meeting time, date, and place. Permission will be granted in the absence of compelling circumstances to the contrary. At the conclusion of the representation, the steward will advise his/her supervisor of their return to duty and assist in the preparation of AF Form 1510, use of Official Time for Representational Functions. Upon request from either party, stewards and supervisors shall discuss, informally, items of concern in the application of this Agreement, to avoid misunderstanding and to deter complaints from either party. Stewards will be granted a reasonable amount of official time, if otherwise in a duty status, in a grievance proceeding, consistent with the issues at hand.

6.5 Authorized Official Time:

A. For the purpose of this Agreement, official time means a reasonable amount of time granted to the Labor Organization by the Employer to perform representational functions which are those activities and duties undertaken by representatives on behalf of unit employees pursuant to such employee's rights to representation under statute, regulation, or terms of a collective bargaining agreement, or Title VII of Public Law 95-454.

B. In order to properly administer the requirements of this Agreement and to afford the employees within the Unit of Recognition with adequate representational services, the Employer will grant to the Labor Organization a reasonable amount of official time to answer any management initiated correspondence. This time does not apply to preparation for negotiations. Official time will be given to one representative of the Labor Organization and the amount of time granted will be determined by the complexity of the issue.

(1) All negotiations during the life of this Agreement will be conducted on official time if otherwise in a duty status.

(2) Reasonable amount of official time for receiving, investigating, preparing and presenting a grievance, EEO complaint, appeal, must necessarily depend on the facts and circumstances of each case (e.g., number and nature of allegations, number and complexity of supporting specifics, and the volume of supporting evidence, availability of documents and witnesses, and similar considerations). Reasonable time will be the amount of time that is required to complete the given task of representation.

- C. The Labor Organization shall be provided a reasonable amount of time to be present during the grievance proceeding when an employee elects to present a grievance on his/her own behalf.
- D. Whenever a Labor Organization representative has the need to be released from his/her normal on-the-job duties, in order to effectively represent employees in accordance with this Agreement, he/she will inform his/her supervisor or designee in a timely manner. At the time of the request, the immediate supervisor will grant official time unless an emergency situation exists.

6.6 Restraint: There shall be no restraint, retaliation, coercion, or discrimination against any Labor Organization official because of the performance of duties in consonance with this Agreement and the Act, or against any employee for filing a complaint, or acting as a witness under this agreement, the Act, or applicable regulations.

6.7 Internal Labor Organization Business: Internal Labor Organization business, such as attending Labor Organization meetings, and posting, or distributing Labor Organization literature, will be conducted during the non-duty hours of the employees involved.

6.8 Membership Drives: Upon request and subject to normal security limitations, the Labor Organization will be granted authority to conduct two (2) membership drives of up to fifteen (15) days each per calendar year, before and after duty hours, and lunch periods. Upon request, the Employee shall provide the Labor Organization with tables and chairs for use in such drives.

ARTICLE 7 – EMPLOYEE RIGHTS

7.1 Labor Organization Membership: Employees in the Unit shall be protected in the exercise of their right, to freely and without fear of penalty or reprisal, form, join, and assist and employee organization, or to refrain from such activity. This does not prevent any employee, regardless of employee organization membership, from bringing matters of personal concern to the attention of appropriate officials, in accordance with applicable laws, regulations, or Agency policies, or from choosing his or her own representative in a statutory appeal action.

Nothing in this agreement shall abrogate any employee right, or require an employee to become, or to remain, a member of a Labor Organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. The Employer shall not discipline, retaliate, or otherwise discriminate against any employee, because he or she has filed a complaint, or given testimony, under the Act, negotiated grievance procedure, or any other available procedure for redressing wrongs to an employee.

7.2 Informing Employees: The Employer and the Labor Organization shall take positive steps to provide information on the effective administration of this Agreement. This shall be accomplished through newsletters, new employees orientation, organizational meetings, etc. If a steward is assigned to the organization, he/she may attend the meeting.

- A. The Employer shall take such action, consistent with law or regulation, as may be required, in order to inform employees of their rights and obligations, as prescribed in the Civil Service Reform Act of 1978, and this Article.
- B. The Employer agrees to notify employees of their right of representation in accordance with Section 7114(a)(2)(B) of Title VII of the Reform Act by publishing an article in the Civilian Personnel Newsletter once each quarter.

7.3 Accountability: An employee is accountable only for the performance of official duties as prescribed by the Employer and compliance with standards of conduct for Federal employees. Within this context, the Employer affirms the right of an employee to conduct his or her private life as he or she deems fit. Employees shall have the right to engage in outside activities of their own choosing without being required to report to the Employer on such activities, except as required by law or regulation of higher authority.

- A. The Employer will not coerce, or in any manner, require employees to invest their money or donate to charity. The Employer will not, in any manner, retaliate against employees who decide not to invest their money, donate to charity, or actively participate in such activities.
- B. Whenever an employee has a need to be released from his/her normal on-the-job duties, in order to exercise his/her representational rights in accordance with this Agreement, he/she will inform his/her immediate supervisor. The immediate supervisor will grant official time for such requests, consistent with the provisions of this Agreement.

7.4 Non-discrimination: Reference Article 8.1 of this Agreement.

<p><i>ARTICLE 8 – EQUAL EMPLOYMENT OPPORTUNITY (EEO)</i></p>

8.1 Policy: The employer shall not in any way discriminate against an individual regarding employment or conditions of employment because of race, color, religion, sex, national origin, age, marital status, lawful political affiliation, handicapping condition, outside civil fraternal organization

(Except excluded by law) or any other non-merit factors. Policy shall be in strictest adherence to both the letter and the spirit of the Equal Employment Opportunity Act, the Age Discrimination in Employment act, the Civil Service Reform Act, and all other applicable laws and regulations.

8.2 Mutual Concern: The Labor Organization and the Employer agree to discuss problems of alleged discriminations and resolve to find mutually effective and lasting remedies.

8.3 Equal Employment Advisory Committee: A committee shall be established to monitor and evaluate effectiveness of the Base EEO Program and to formulate recommendations for improvements in the program. The Labor Organization shall be authorized one (1) representative to serve on this committee.

8.4 EEO Counselors: The Employer will seriously consider to having at least three (3) EEO Counselors from within the Unit. In filling these positions, the Employer will notify, in writing, the Labor Organization of a vacancy. The Employer agrees to give first consideration to names submitted by the Labor Organization. Candidates must meet the criteria established by directives from higher authority. Special emphasis will be placed on time limitations and the option.

- a) Counsel employees and applicants for employment in the pre-complaint stage.
- b) Coordinate with the Chief EEO Counselor, attempt informal solutions of complaints.
- c) Furnish the Chief, EEO Counselor, narrative reports of counseling after the initial and final interviews with complainant(s).
- d) Assist the complainant in preparing and filing formal complaint, and third party allegations, through other than the Negotiated Grievance Procedure.

8.5 Recognition: The Employer will recognize employees who actively contribute to the advancement of the Equal Employment Opportunity Program.

8.6 Labor Organization Representative: An employee(s) discussing a problem of alleged discrimination with an EEO Counselor, or at any step of the EEO complaint procedure, has the right to be accompanied by a representative of their choice which may be a representative of the Labor Organization. If after discussing the problem, the employee(s) decided to follow the Negotiated Grievance Procedure, the employee(s) will be represented by a representative of the Labor Organization or a representative approved by the Labor Organization.

8.7 EEO Options and Restrictions:

- A. An employee(s) that has an alleged discrimination complaint, as outlined in paragraph 8.1 of this Article, is encouraged to present the matter for informal resolution to an Equal Employment Opportunity Counselor within 30 calendar days of the date the incident occurred, or if a personnel action, within 30 calendar days of its effective date.

- B. The EEO Counselor will make a sincere effort to resolve the complaint in a thorough and expeditious manner.
- C. If the complaint is not resolved by the EEO Counselor within 21 calendar days from the date received, the employee(s) may file a formal EEO complaint or file a grievance under the Negotiated Grievance Procedure, but not both. If the employee elects to file under the Negotiated Grievance Procedure, the grievance will contain the alleged EEO complaint as originally stated.
- D. The formal EEO complaint, or the grievance, must be filled within 15 calendar days after receipt of the written report of informal counseling from the assigned EEO Counselor or within 15 calendar days after the 21 day resolution period has expired.

ARTICLE 9 – POSITION DESCRIPTION

9.1 Review: Each employee is entitled to an accurate position description (PD) which shall be reviewed at least every two years.

9.2 Other duties: The phrase performs other duties as assigned or other related language, in an employee’s position description, generally will be interpreted to mean, performs other duties related to those in the employee’s position description.

9.3 Position Description Changes: Any change to a PD should be coordinated through the Classification Office. The Labor Organization will be informed in advance of an Annual Classification Review within an organization. After such review, a Labor Organization representative will have the opportunity to review all documents related to the review. At any time there is a change to a PD which results in an adverse action, the Labor Organization will be furnished copies of the old and the new PD.

9.4 Classification Complaints: Any employee in the Unit, who believes that their position description is inaccurately classified, may request, through the immediate supervisor, that the position description be reviewed. The Employer shall conduct an audit of the employee’s duties and responsibilities to determine the proper description and classification. During the audit, the Employer shall discuss the duties and responsibilities of the position, individually, with the employee and supervisor. Upon completion of the audit, the reviewed position shall be discussed with the employee and his/her representative, if designated by the employee. If a satisfactory solution to the employee’s complaint is not reached, the employee may appeal as follows:

- A. Wage Grade employees must first appeal through Air Force appeals procedures. If the decision is not favorable, then the employee may appeal to the Office of Personnel Management within 15 calendar days after the Air Force Agency decision.

- B. General Schedule employees may appeal through the Air Force appeals procedures first, and then to the Office of Personnel Management if dissatisfied, or may go directly to the Office of Personnel Management. A later appeal to the Air Force may not be made since a decision of the Office of Personnel Management is binding on the Air Force.

<p style="text-align: center;"><i>ARTICLE 10 – PERFORMANCE APPRAISAL SYSTEMS</i></p>

10.1 Performance Appraisal System:

- A. **Purpose:** The performance appraisal system shall provide for an appraisal of the employee's performance when duty assignments are of sufficient duration to permit an accurate appraisal of the employee's performance and for consideration when making personnel decisions.
- B. **Establishment and Use:** Performance Appraisals will be established in accordance with applicable laws and regulations. The performance appraisal system will be used to evaluate the employees during the appraisal period; recognizing and rewarding those employee whose performance so warrants (e.g., performance awards, quality step increases); assisting employee in improving unacceptable performance; and reassigning, reducing in grade, or removing employees who continue to have unacceptable performance, but only after an opportunity was given to demonstrate acceptable performance. The Labor Organization and the Employer agree that appropriate recognition of employees who exceed the fully successful rating level is appropriate and warranted.
- C. **Time Limits:** Time limits and review periods will be in compliance with applicable laws and regulations.

10.2 Definitions:

- A. **Performance Appraisal System:** A system which provides for establishment of performance standards; identification of critical and non-critical performance elements; communication of performance elements and standards to the employees; evaluation of employee performance against the requirements of the performance elements; and substantiation of ratings.
- B. **Performance:** An employee's accomplishments of assigned duties and responsibilities.
- C. **Performance Element:** A significant requirement of the job, derived by analysis of the job. A performance element may be an important duty or responsibility of the position, or it may be a specific project or task consistent with or directly drawn from, the duties and responsibilities in the position description.

(1) **Critical Element:** A performance element of an employee's job of sufficient importance that performance below the minimum performance standard established by management requires remedial action, denial of a within grade increase, and may be the basis for removing, reassigning, or demoting the employee. Such action may be taken without regard to performance of other performance elements.

(2) **Non-Critical Element:** A performance element which has not been designated as critical but nevertheless is an important part of the position and is considered in determining the overall performance level. Performance below the minimum standard established by management requires counseling denial of within grade increases and denial of merit promotion consideration.

- D. Satisfactory Performance:** A level of performance which is neither higher nor lower that would be expected from a majority of personnel in a similar position. The employee typically performs at a satisfactory level when schedules are met on time, production is at a satisfactory level and performance requirements are achieved. A level at which performance standards are written and a level of performance which results in a fully successful rating.
- E. Unacceptable Performance:** A level of performance that fails to meet the performance standards for one or more critical performance elements.
- F. Performance Appraisal:** A systematic comparison of an employee's performance of duties and responsibilities with performance standards.
- G. Appraisal Period:** The period of time on which a performance appraisal is based.
- H. Rating Official:** The supervisor who evaluates the performance of an employee and who assigns the rating. This is normally the employee's first level, immediate supervisor of record.
- I. Reviewing Official:** Normally, the supervisor in the chain of command at the next higher level above the rating official. However, a supervisor above that level may serve as the reviewing official. If the immediate supervisor is the highest level in the chain of command at the installation, generally he/she will also serve as the reviewing official.
- J. Superior Rating:** The overall rating assigned when an employee exceeds the performance requirements of all the performance elements of the work plan.
- K. Excellent Rating:** The overall rating assigned when an employee meets the performance requirements of all the performance elements of the work plan and exceeds the performance requirements of more than 1/2 of the critical performance elements of the work plan.
- L. Fully Successful Rating:** The overall rating assigned when an employee meets the performance requirements of all the performance elements of the work plan.

- M. Minimally Acceptable Rating: The overall rating assigned when an employee meets the performance requirements of all critical performance elements of the work plan, but does not meet the performance requirements of one or more non-critical performance element.
- N. Unacceptable Rating: The overall rating assigned when an employee does not meet the performance requirements of one or more critical performance elements of the work plan.
- O. Performance Plan or Work Plan: The written performance elements and standards developed to identify the requirements to perform at a fully successful level. These elements and standards will be documented on Performance Appraisal Forms and provided to the employee at the beginning of the appraisal period.

10.3 Establishment of Performance Plans:

- A. **Performance Criteria:** The performance elements must be consistent with the level of responsibility and duties of the position description. A performance standard is a measurement of the quality, quantity and/or timeliness required for satisfactory performance by an employee.
- B. **Procedures:** The Employer will establish performance elements and standards. The Employer realizes that if employees are included in the establishment of the performance standards, it should be easier to attain the mutual objectives required to support mission requirements. The identification of performance elements and the establishment of performance standards shall be a joint planning and communication process between the Employee and the immediate supervisor. Employees are encouraged to work with their supervisors to identify performance elements and to set performance standards. The number of critical/non-critical elements assigned to a performance plan will be reasonable in relationship to the job. If an employee is dissatisfied with proposed standards, the employee and/or a Labor Organization Representative, if requested by the employee, may request review by the designated reviewing official before the standards and/or elements are finalized. However, the final determination of performance elements and performance standards rest with Management. The employees and their immediate supervisor shall meet at least once a year when the annual performance appraisal is conducted, to discuss performance elements and standards for the next rating period. During this discussion, the immediate supervisor will clearly identify to the employee what constitutes acceptable performance in the employee's position. The elements and standards shall be put in writing and signed by the employee and his/her immediate supervisor to signify that both parties have met to discuss and review the appropriate elements and standards.
- C. **Employee Participation:** If more than one employee occupies the same position description, within the same work section, the supervisor should collectively solicit and will consider input from all employees so that a standardized performance plan can be established when appropriate.

10.4 Application of Performance Appraisal:

A. Procedures: The performance appraisal and the performance evaluation given employees by their supervisors shall be objective in accordance with the following:

1. The supervisor should have employee performance discussions with the employee at least twice a year (normally near the midpoint range and at the end of the annual appraisal period). These discussions will be held privately. If the supervisor determines the employee's performance is not at an acceptable level, the supervisor will suggest ways for the employee to improve his/her performance to a fully successful rating level.
2. Annual performance appraisal rating will be in written form. All performance appraisals will be reviewed and approved by a reviewing official except where the reviewing official is the rating official, in which case the reviewing official's signature will serve as both. A follow-up may be held after the initial discussion. The performance appraisal will be completed and submitted with time permitted to process or deny the employee's "Within Grade Increase" (WGI) as outlined in accordance with applicable laws and regulations allowing time for any possible awards processing deadlines.
3. If the employee's WGI is denied, he/she will be notified in writing of the reason(s) for the action and will be informed of the right to file a grievance.
4. If the employee is not satisfied with the appraisal, he/she has the right to file a grievance.

B. Representation: If the rating supervisor decides to present and discuss a written notice of unacceptable performance, the employee has the right to representation, if desired and requested. However, the meeting will not be delayed for more than one (1) work day.

10.5 Identification of Unacceptable Performance: An employee may be reassigned, reduced in grade or removed for unacceptable performance. Before initiating action on an employee for unacceptable performance, the performance elements (critical and noncritical) and performance standards must have been established and communicated to the employee in accordance with applicable law, regulation and this agreement. The employee will be given a written notice when his/her level of performance is unacceptable. This notice will include an opportunity period to improve of not less than 30 (thirty) days. The notice will identify the specific unacceptable performance deficiencies and what the employee must do to improve performance to a fully successful rating level. The supervisor will also assist the employee in improving his or her performance, and the employee will provide the supervisor with recommendations and/or solutions to improving their unacceptable performance.

If the employee's level of performance is then evaluated to be satisfactory, at the completion of the opportunity period, the unacceptable performance and any other written annotations as such, will be removed from the Supervisor's Record of Employee, AF Form 971, and be given to the employee for his/her own disposition.

If the employee's level of performance remains unacceptable, after the expiration of the opportunity period, the supervisor will provide the employee a 30 (thirty) day advance written notice of proposed action. The notice must identify specific instances of unacceptable performance on which the proposed action is based and the critical performance elements involved in each instance of unacceptable performance. The proposed notice will allow the employee 10 (ten) calendar days from the date of the employee's receipt of the proposed notice to answer orally and/or in writing. Management shall consider the information and any possible extenuating circumstances provided in the employee's answer when determining the final decision. The notice of proposed action will also inform the employee of his/her right to representation by the Labor Organization or a representative approved by the Labor Organization.

The notice of final decision shall be in writing and made within 30 (thirty) calendar days after the expiration of the notice of proposed action period. The decision shall be in writing by an official who is in a higher position than the supervisor who proposed the action. This provision shall not require that the decision be elevated off base or outside of organization lines.

Any decision letter to an employee, stating that adverse action under the provision of this Article will be taken, will inform the employee of his/her option to appeal the action to the Merit Systems Protection Board (MSPB) or through the Labor Organization's Negotiated Grievance Procedure, but not both. It is understood that the employee will have exercised this option if and when a timely written grievance or MSPB appeal is filed.

10.6 Stay of Action: When an employee is given a Notice of Opportunity Period as provided in Article 10.5, and they claim the cause of their unacceptable performance is a medical condition, the employee will have seven (7) workdays to notify the Personnel Management Section of the Civilian Personnel Office, in writing, of this claim. The written notice must include the signature of the supervisor that issued the Notice of Opportunity Period, verifying his/her acknowledgement of the correspondence, and must also request a "fitness for duty" examination, to be conducted by a medical authority appointed by the Base Hospital. Since this examination is not Employer initiated, the provisions of AFR 40-716 will not apply. If the examination determines that the employee is medically disabled for his/her present position, and the employee elects to file for Disability Retirement, any proposed actions will be stayed until a decision is rendered on the disability retirement application.

- A. This provision applies only if the employee is eligible and files an application, in writing, for disability retirement within 5 (five) workdays after the employee's receipt of the results of the Fitness for Duty Examination.

B. If the employee is not eligible for disability retirement or the claim of related medical condition or disability application is not submitted within the prescribed time limits, or the application is disapproved by the Office of Personnel Management (OPM), then Management may continue with Article 10.5 of this Agreement.

C. It is the Employee's responsibility to ensure that all time limits referred to in this section are met.

10.7 Assistance: The procedures of the Employee Assistance Program in Article 20 of this Agreement must be considered and made available to any employee, when requested, prior to initiating action based on unacceptable performance.

ARTICLE 11 – DETAILS AND WORK ASSIGNMENTS

11.1 Purpose: Details are official personnel actions by which the employee received credit for experience and training while the employee is assigned away from his/her official position, but receives the salary of their official position. Employees detailed for periods of less than 30 calendar days may submit a SF-172, signed by the supervisor of the detail, to the Civilian Personnel Office for inclusion in their Official Personnel Folder. The experience and training gained is important for additional placement benefits for promotion or assignments during Reduction-in-Force. Supervisors may not non-competitively detail employees to other jobs for the sole purpose for the employee to gain qualifying experience.

11.2 Procedures to Establish: Employees may be verbally detailed, for periods up to 30 days, under conditions authorized by applicable regulations. No official written notice need be given, except that the supervisor will discuss with the selected employee the reasons for the action, nature of duties and responsibilities to be performed and the approximate or proposed length of the detail, and make a record of the discussion on the Supervisor's Record of Employee. When a detail assigns an employee to duties other than his/her official job description for over 30 days, but not more than 120 days, requiring a Personnel Action, SF-50, such action will become an additional matter of record in the employee's Official Personnel Folder. Any detail to the same or lower grade extended beyond 120 days will be coordinated with the Civilian Personnel Office. When a detail to an established position of higher grade for a period or periods combine to over 60 calendar days in any twelve month period, the competitive provisions of the negotiated Merit Promotion Plan will apply.

11.3 Usage: Details will be arranged to minimize personal hardships and inconvenience such as performing the detail at a different location. Repeated renewals of details, and excessive number of details, and prolonged periods of details will be avoided. Selection of an employee will be fair and equitable, in relation to all employees available for details. An individual whose documented experience would not allow him/her to perform safely in a particular job will not be detailed to that job. Such matters as assignments that enhance qualifications, offer promotion possibilities, or entail other benefits will be fully considered.

11.4 Restrictions: Management should not detail, assign, either voluntarily or involuntarily, janitorial or other related custodial duties, either on a temporary or continuing basis to Unit Employees who are officially assigned to clerical, technical, or administrative positions. Personnel may be expected to perform minimal custodial and maintenance service, in and around their immediate work areas that are directly related to their duties.

The personal dignity of the employee, and the type and level of his/her regular duties and responsibilities, against those he/she will be performing, will be recognized.

ARTICLE 12 – WORK WEEK, HOURS OF WORK AND OVERTIME

12.1 Basic Work Week: The days and hours of an administrative work week which make up the employee's regularly scheduled 40 hour work week.

12.2 Establishment of Tours of Duty: The establishment of tours of duty including days, shifts, and hours of work will be in accordance with the basic work week established in accordance with governing laws and regulations. The Employer retains the right to establish other tours of duty and hours of work.

- A. Regular tour of duty for Unit employees will consist of five (5) consecutive, eight (8) hour days, scheduled Monday through Friday. The start and finish times shall normally be the same for each day.
- B. Uncommon tour is any 40-hour basic work week scheduled to include Saturday and/or Sunday, or fewer than 5 but not more than 6 days of the administrative work week. An uncommon tour of duty may be established when organizational mission requirements necessitate the use of such tours for efficient operations, or when the cost of operations can be reduced without imposing undue hardships on the employees, but such tours will not be established solely for the preclusion of the payment of overtime.
- C. Standby – Certain types of work that require employees to remain at their duty stations for long periods of duty, or a substantial part of which is standby time.
- D. Part time – In some circumstances it is not possible to obtain or use an employee's full services for a full forty (40) hour work week. Part time hours of duty may be authorized when service on a regular, repetitive basis is required at least one day each administrative work week, and the tour can be scheduled in advance. Such tours do not mean additional service cannot be required during the remainder of the administrative work week.
- E. Intermittent – When it is not feasible to establish a tour of duty on a continuing basis, intermittent employment may be authorized. Such employees are expected to respond to requests for duty in connection with some unscheduled activity. An intermittent appointment has not prescheduled tour of duty and no minimum hours of work.

12.3 Establishment of Alternative Work Schedules: Alternative work schedules have the potential to improve productivity, morale and provide greater service to the mission of Homestead Air Force Base. It's recognized that certain positions or organizations, because of the nature of the work performed, may not be suitable for alternate work schedules. The employer retains the right to determine the suitability and/or establishment of alternate work schedules in accordance with existing law, regulation and policy. The employer and Labor Organization retain all rights as defined under Title 5 U.S.C. Chapter 71.

Alternate work schedules are as follows:

- a) 5/4-9: A schedule which, within a pay period of ten (10) workdays includes eight (8) nine-hour days, one eight-hour day and one non-work day.
- b) 4-10: A schedule which within a five day work week, includes four (4) ten hour days and one non-work day.
- c) Flex tour: A flexible schedule which breaks the work day into components of flexible and core time. During the flexible time bands the employee selects arrival and departure time for the workday. The core time band is the period of the day during which the employee must be present at work or in a leave status.

12.4 Scheduling of Work: Except for employees serving on a temporary limited appointment, whenever it is necessary to change an employee's scheduled work days and/or hours of work, a written notice containing the actual change and the reasons therefore will be given to the concerned employee prior to midnight (2400 hours) on the seventh (7th) calendar day prior to the day which the shift change is to take effect, unless a specific exception has been granted by the Unit Commander. Such changes will remain in effect for a minimum of one two (2) week pay period except when a change is required due to an emergency situation. Any regular employee of the bargaining unit should not be subject to schedule changes to preclude payment of holiday pay. Normally, during any tour of duty, the days and hours of work will be consistent throughout the tour. Commanders will assure that changes in established work schedules will be kept to a minimum and made only when necessary to resolve operational problems. Supervisors are responsible for timely notice to their employees, of changes which affect them.

12.5 Incidental Duties: The Employer will permit time for incidental duties, which are directly related to the performance of a job, such as; obtaining and replacing working tools, supplies, and materials, undergoing inspections, cleaning of employee's work areas and similar tasks, as part of the overall job requirements within the regularly established tour of duty. In addition to the above, up to fifteen (15) minutes will be allowed for employees to wash up and change clothes, as conditions of the job, before lunch, and before the end of the shift. If circumstances warrant, additional time required for this purpose will be granted by the appropriate supervisor. When incidental duties cannot be made part of the regularly scheduled hours of work, the extra time for which overtime is payable will not exceed thirty (30) minutes a day.

12.6 Shift Differential Pay: Employees, who work other than the standard work day, will be paid appropriate shift rate differentials in accordance with applicable regulations. Shift changes will be implemented at the beginning of the pay period, to the maximum extent possible. The Employer agrees to establish shift type duty hours, whereas, the Employee will have benefit of the higher differential pay to the maximum extent possible.

12.7 Rest Periods: During any continuous four (4) hour working period, employees will be permitted a 15 minute break for rest, relaxation, coffee or other refreshments. Rest periods will be established and made part of the work schedule by the Commander or Operating Official of the organization. The Employer and the Labor Organization agree that a designated area should be established when feasible to provide an area for rest and relaxation away from the employee's normal work area during the employee's lunch and break periods.

12.8 Lunch Periods: In the best interest of safety and personal health, all work schedules must provide for a normal lunch period of at least 30, 45, or 60 minutes duration scheduled outside the hours established as the daily hours of duty. It is the responsibility of the Employer to determine and evaluate its policy in this area to either assure that luncheon facilities will allow employees to eat within the designated time period, or to modify the lunch period to realistically reflect the availability of facilities and to consider the preferences of the employees. Any lunch period will be scheduled as close to the mid-point in the tour of duty as possible, but no later than the end of the fifth continuous hour of duty. Lunch periods that are non-compensated, shall be the Employee's own time to utilize as the Employee deems necessary. When more than one eight hour shift is in operation during a twenty four hour period and an overlapping of shifts to permit time off for lunch is not feasible, an on-the-job lunch period of 20 minutes or less may be authorized and included in the regular scheduled tour of duty. Employees must spend their on-the-job lunch period at or near their work site. The time covered by the twenty minute on-the-job lunch period is compensable. This will not, in any way, negate the previously established fifteen (15) minutes clean-up time.

12.9 Call Back: 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 at the appropriate overtime rates. General Schedule employees may be granted compensatory time off in lieu of overtime payment, if eligible, and they so request. The commuting distance of called back personnel should be considered. Overtime status will begin when an employee arrives at the duty location and will end when all of the following are completed: tools and materials secured; personal cleanup; and facilities secured. In order not to compromise safety where required by applicable regulations, a sufficient number of employees will be called back to accomplish the given task in a safe and expeditious manner. Scheduled or unscheduled overtime, continuous with an employee's regularly scheduled tour of duty, is not considered call back overtime. Overtime selection procedures in this Agreement do not apply to call-back overtime. Employees will not be called back for overtime when:

- A. They are in a leave status.
- B. They are unable to work for reasons of health, determined by medical or other competent authority.

12.10 Overtime Provisions: Consistent with the nature of work to be performed, and at the discretion of the responsible Management Official, overtime work assignments shall be distributed on an equitable basis. In order not to compromise safety, where required by applicable regulations, a sufficient number of employees will be assigned overtime to accomplish the given task in a safe and expeditious manner.

- A. The Employer agrees to make every effort to give the employee(s) as much notice as possible, but not less than (2) hours, before requesting or directing an employee to work overtime. In an emergency situation, a shorter period of time for advanced notice may be necessary. Each Management Official, responsible for overtime work, shall, subject to paramount requirements of fulfilling the mission of the Employer, give due consideration to the Employee's personal circumstances.
- B. In reference to the Fair Labor Standards Act (FLSA) of 1974, under the concept suffer or permit, any work performed by a non-exempt employee, for the benefit of the Agency, requested or not by the supervisor, is working time, if the supervisor has reason to believe, or knowledge that it is being performed. If the Employer does not intend for overtime to be performed (e.g., before shift begins, during meal periods, after schedule duty hours), the supervisor must insure that employees work only during their scheduled hours of duty. The FLSA simply adds an additional responsibility to the supervisor (e.g., to see to it that overtime work is not, in fact, performed except when payment for such overtime is intended), disciplinary action may be taken against those employees who work overtime after the employee was directed not to do so by their immediate supervisor.
- C. Overtime shall be on a voluntary basis from within the shop or work section. If there are no volunteers, the Employer may solicit volunteers from outside the shop/work section. If no acceptable volunteers are available from outside the shop/work section, overtime will be directed within the shop/work section where the overtime work is to be performed. Employee(s) will be granted sufficient official time to make personal arrangements by telephone prior to being required to work overtime. The Employer will maintain a continuing check to determine the necessity for overtime work whether regularly scheduled or occasional unscheduled overtime, and ensure that overtime work does not continue beyond the absolute need in compliance with applicable regulations. An employee will not be required to work overtime if the additional work would impair health or efficiency of cause extreme hardship.
- D. The immediate supervisor, in the assignment of overtime work to employees, will consider emergencies, and excuse the employee from the performance of overtime work, if so requested and justified by the employee to the supervisor's satisfaction.

- E. The Labor Organization may, upon request, review the Air Force Form 428(s) in the Civilian Payroll Office on official time if otherwise in a duty status.
- F. A Federal Wage system employee (Wage Grade and Work Leader) is not eligible to receive compensatory time; such an employee must be paid overtime rates for overtime worked. A General Schedule employee whose rate of pay is equal to or less than GS-10, step 10, will not be required to accept compensatory time in lieu of overtime pay. The exception to this is article 13.8 of this agreement.
- G. When overtime work is performed, the employee will be compensated the overtime pay as established under the provisions of Title V of the U.S. Code of the Fair Labor Standards Act (FLSA) whichever is applicable.
- H. Any dissatisfaction over the assignment of or non-selection for, overtime shall be pursued through the negotiated grievance procedure.

<i>ARTICLE 13 – TYPES OF ABSENCES</i>
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13.1 Annual Leave: Employees earn annual leave in accordance with applicable laws and regulations.

- A. The Employer agrees to grant annual leave to employees for purpose of rest, relaxation, recreation, etc., consistent with workload requirements. Approval of requests for annual leave, for unforeseen and emergency reasons, will be considered as the circumstance warrant. The Employer will not direct an employee to utilize annual leave except under those conditions authorized by OPM directives. These directives will be stringently adhered to when directing the use of annual leave.
- B. Employees will project annual leave in January of each year. Every reasonable effort consistent with workload requirements will be made to satisfy the desires of employees with respect to the approval of at least 2 consecutive weeks of annual leave. Requests for first and second choices will be provided to the supervisor in writing by 31 January. Upon approval, the leave schedule will be posted no later than 1 March. If a conflict occurs, priority will be based on Service Computation Date-Leave. This seniority right will not be exercised in two consecutive years. When the leave approving supervisor finds it necessary to cancel this previously scheduled leave, the reason will be explained to the affected employee in writing. Employees will be given two weeks advance notice of cancellation of leave unless due to unforeseen and uncontrollable circumstances, a lesser period of advance notice is necessary. The Employer agrees, to the maximum extent possible, that annual leave will be scheduled so that employees will not lose annual leave.

13.2 Unscheduled Annual Leave: Request for annual leave, not scheduled in accordance with 8.1B above will be requested in advance and subject to approval based on operational requirements. It is agreed that the employee will request annual leave as far in advance as possible. The fact that an employee does not request unscheduled annual leave a certain number of days in advance will not be the reason for denying annual leave.

13.3 Emergency Annual Leave: This is an emergency situation which prevents employees from reporting to work due to reasons beyond reasonable control or ability to anticipate. When an employee requires leave due to an emergency he/she will contact his/her supervisor or designee at the earliest practical time, normally within two hours after his/her reporting time.

13.4 Sick Leave and Advance Sick Leave: Employees shall accrue sick leave in accordance with applicable laws and regulations. The Labor Organization joins the Employer in recognizing the insurance value of sick leave, and agrees to encourage employees to conserve such, leave so it will be available to them in case of extended illness.

- A. Sick Leave, if available, shall be granted to employees when they are incapacitated to perform their duties due to bonafide illness or injury, or in other circumstances as set forth in applicable regulation.
- B. Employees shall not be required to furnish a medical or personal certificate (as determined appropriate by governing regulations) to substantiate requests for approval of sick leave, unless such leave extends beyond three consecutive work days. However, when the leave approving supervisor has reason to believe that an employee has abused sick leave, he/she will counsel the employee in an attempt to resolve the problem or improve the employee's sick leave usage. This counseling will be made a matter of record in the Supervisor's Record of Employee. If the problem continues, the employee will be issued a letter that they suspected of abusing sick leave privileges and a medical certificate to support all future use of sick leave, regardless of duration, will be required. The policy will remain in effect until the supervisor believes the problem has been corrected. The supervisor may request further substantiation of the medical certificate; such request will be made in writing to the employee.
- C. Except as stated in 13.B above, an employee, who was not attended by a physician, may submit a personal certificate setting forth the circumstances to support requests for sick leave in excess of three (3) days. Approval of the certificate will be at the discretion of the supervisor.
- D. It is agreed that employees desiring medical, dental, or optical examination or treatment, should make every effort to schedule such appointment after work hours or on non-duty days. Where this is impractical, requests for sick leave to cover such examinations or treatment shall be submitted as far in advance as possible and shall specify the date and time of the appointment.

E. It is agreed that employees are responsible for contacting their immediate supervisor or designee, when they are prevented from reporting for work because of an incapacitating illness or injury. Such requests for sick leave shall be made as soon as possible, but normally not later than two (2) hours after the start of the employee's regular shift. For absences of more than one day, the employee shall periodically notify his/her supervisor of their status and expected return to duty.

13.5 Leave without Pay: Employees who do not have leave to their credit and wish to take leave for emergencies (or other necessities) may be granted leave without pay upon request, at the Employer's discretion. Employees may also, at the Employer's discretion, be granted leave without pay, upon request, if they have leave to their credit, but for some reason choose not to take it. The possibility of granting advance sick leave or advanced annual leave in lieu of leave without pay will be examined in each individual case and will be granted at the Employer's discretion. Leave without pay shall be granted, upon request, to disabled veterans needing medical treatment, and Reservists and National Guard personnel for military training duties. Leave without pay may also be granted, in accordance with applicable regulations, on an extended basis for educational purposes, while awaiting actions on a retirement or Office of Worker's Compensation Program (OWCP) claim, or while serving as an office or representative of NFFE.

13.6 Oher Leave: Other leave will be granted to an employee in accordance with applicable laws and regulations.

13.7 Funeral/Bereavement: The Employer and Labor Organization recognize that death within a family can cause sorrow and hardship for the employee. The Employer agrees to give proper consideration to all leave requests for employees for periods of mourning and/or making the necessary arrangements for the immediate family members.

13.8 Religious Observance: A Federal employee may elect to work compensatory overtime, for the purpose of taking time off without charge to leave, when personal religious beliefs require that the employee abstain from work during certain periods of the workday or workweek. Any employee, who elects to work compensatory overtime for a religious purpose, shall be granted (in lieu of overtime pay) an equal amount of compensatory time off from his or her normally scheduled tour of duty. Under appropriate regulations, an employee's election to work compensatory overtime, or to take compensatory time off to meet his/her religious obligations, may be disapproved if such modifications in work schedules interfere with the efficient accomplishment of the mission. The premium pay provision of Title V and the FLSA do not apply to compensatory overtime work performed by an employee for this period.

ARTICLE 14 - HOLIDAYS

14.1 Policy: When a holiday falls on one of the employee's regularly scheduled workdays in his/her basic workweek), that workday is the employee's holiday. When a holiday falls on a day outside the employee's basic workweek; the workday (within the employee's basic workweek) which is considered to be the employee's holiday, will depend on the day the holiday falls and on what the employee's basic workweek is. Those employees assigned to work an uncommon tour of duty should contact their immediate supervisor concerning their particular situation when a holiday approaches.

14.2 Schedule: The following ten days are holidays for purposes of pay and leave for all Federal employees:

New Year's Day	Labor Day
Martin Luther King	Columbus Day
Presidents Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

ARTICLE 15 – TEMPORARY DUTY (TDY) POLICIES

15.1 Purpose: Temporary duty shall mean any duty performed away from employee's permanent installation for a temporary period of time. Since temporary duty (TDY) is of benefit to the employer and employee, every effort will be made within reason to make the TDY as undistruptive as possible, so that the employee may devote individual attention and complete concentration to the given task of the TDY commitment and to ensure its successful completion. Selection of employee will be based on mission requirements.

15.2 TDY Accommodations and Travel: The Employer and employee will ensure that the TDY accommodations and travel are in accordance with applicable laws, DOD Joint Travel Regulations, and Air Force Regulations.

- A. Management agrees to inform the employees of pertinent TDY policies and provide information when requested, of all travel arrangements, quarters, and facilities available at the TDY location.
- B. Management agrees to notify the employee of any emergency situation which requires the employee's immediate attention. The employee will ensure that proper procedures are followed prior to departing the TDY location.
- C. The employee will be authorized to utilize the (AUTOVON) automatic voice network telephone system, if available, to contact their home installation.

D. Standards of adequacy for government quarters on Air Force installations are in AFR 90-9. Generally these quarters will:

1. Be of size outlined in AFR 90-9
2. Have a private entrance and semi-private bath
3. Have daily maid service
4. Have adequate laundry service
5. Be properly air conditioned, heated and ventilated
6. Have properly working television in room
7. Have alarm clock available or alternate wake up systems
8. Be clean and neat
9. Whenever possible, smokers/non-smokers will be billeted appropriately.

E. Allegations of inadequate quarters will be brought to the attention of the appropriate authority or Billeting Manager at the TDY location.

F. When adequate quarters are not available on base, suitable quarters will be provided off base. The employee will obtain a certificate of non-availability of government quarters. Minimum adequacy standards are contained in appropriate DOD directives and Air Force regulations.

G. Assignment of government quarters will be based on the schedule of equivalent grades as established by pertinent directives, laws and regulations.

H. The Employer will inquire if on-base transportation is available for use by the employees on the TDY station. If transportation is available and authorized, the employee will utilize such transportation. If transportation is not available and authorization is approved in the TDY orders, the employee may use other transportation for which the employee will be reimbursed. Receipts for such will be included with the travel voucher.

<i>ARTICLE 16 – MERIT PROMOTION PLAN</i>

16.1 Introduction: Promotions will be made in accordance with the Homestead Air Force Base Merit Promotion Plan. Establishment of the Homestead Air Force Base Merit Promotion Plan and any changes thereto will be negotiated between the Labor Organization and the Employer.

16.2 General: All personnel actions involving promotions shall be consonant with the spirit and intent of the merit system and the Civil Service Reform Act. The Employer will insure that all employees are informed of this plan to enhance their understanding of the merit system and assure fair, equitable, and consistent practices in carrying out the merit promotion procedures. Employees will be afforded opportunities for promotion without regard to race, color, creed, religion, sex, national origin, age, marital status, lawful political affiliations, handicapping conditions, outside civil fraternal organizations, except those excluded by law or other non-merit factors.

ARTICLE 17 – CONTRACTING OUT

17.1 Policy: The employer determines the method, means, and personnel by which operations are to be conducted, including the contracting out of work. If contracting out results in an adverse effect on employees, the Employer will consult with the Union on that impact, including the procedures used in affecting personnel actions insofar as local options are available. Employer decision to contract out will be consistent with Air Force, Department of Defense, and Office of Management and Budget (OMB) policies including those set forth in OMB circulars which govern federal contracting out policy. (Ref OMB Policy Circular A-76)

17.2 Procedures for Notification and Consultation: When a decision is made at Homestead Air Force Base to conduct a comparative cost analysis for determining relative cost between in-house and contractor performance, the Employer will:

- A. Notify the Union of the planned cost study and possible impact on in-house civilian employees.
- B. Provide the Union with a copy of the AF Form 346, Cost Analysis Worksheet, at the time of the bid opening and explain how in-service costs were computed. Union representation will be allowed at bid opening.
- C. Notify the Union of the final decision to remain in-service or to contract out.
- D. Upon request, provide the Union with information which led to the decision to contract out, insofar as the information is not restricted of “management use only” by direction of higher authority. Such information may include:
 - (1) Copies of the Invitation for Bid/Request for Quote.
 - (2) Contract Specifications and Statement of Work.
 - (3) Manpower studies or directives upon which the decision to contract out are based.
 - (4) Air Force/DoD policy documents on contracting out.

17.3 Personnel Affected: The Employer agrees to take actions to minimize the impact on employees when a function is contracted out. Prior to separating an employee, other alternative actions such as reassignment, change to lower grade, re-training, waiver of qualification standards, etc., will be utilized to the maximum extent possible. Once a decision to RIF is made and prior to any separation of employees by RIF action, maximum consideration will be given to stockpiling of vacancies for placement of employees who may be affected. Maximum retention of employees may be achieved considering both attrition patterns and restricting new hires. Reference Article 18.

ARTICLE 18 – REDUCTION-IN-FORCE (RIF)

18.1 Procedures: All reductions-in-force will be carried out in accordance with applicable regulations. At the earliest possible date, and prior to notification of affected employees, the Employer will notify the Labor Organization of any proposed reduction in force and provide them copies of proposed changes. Consistent with the size and complexity of the reduction in force, the Labor Organization will be authorized to appoint a RIF Committee, not to exceed three representatives. The Employer agrees to meet with the committee at least once a week, unless otherwise mutually agreed upon, to review the status of the reduction in force and proposed actions, provide comments and suggestions, or to request negotiations in accordance with Article 45 of this Agreement. The Labor Organization’s RIF Committee will also constitute all or part of the Negotiation Committee for the purpose of negotiating the impact of the RIF.

18.2 RIF Committee: Matters appropriate for negotiations may include competitive areas and notice periods for reduction-in-force. Matters appropriate for review may include:

- A. Compliance with the Reform Act, OPM and agency RIF procedures.
- B. Grade/Pay Retention
- C. Veteran’s Preference
- D. Retention Registers
- E. Official Personnel Files
- F. Specific Positions to be Abolished
- G. Rational for RIF
- H. Retreat rights
- I. Competitive level(s)
- J. Reasonable offer(s) of position
- K. Retirement of any employee

L. Resignation, transfer or loss of employees

M. Acceptance and declination of job offers

18.3 Employer Responsibilities: During a reduction-in-force, the Employer will afford affected employee(s) priority consideration for existing position vacancies currently under recruitment. The Employer will avoid filling vacant positions that could be filled by the affected employee(s) from outside sources until priority consideration has been extended to affected employee(s). To provide effective placement of employee(s) displaced by RIF, the Employer agrees to.

- A. Counsel employees regarding their rights under reduction in force.
- B. Inform supervisors of their right to waive qualification standards for employees displaced by RIF who have demonstrated the ability to perform in positions for which they do not formally qualify.
- C. Restructure, when feasible, positions to enable adversely affected employees to receive placement consideration.
- D. Contact other Federal Agencies in an effort to secure employment for adversely affected employees.
- E. Place, consistent with law and regulations, employees displaced from their competitive level into continuing vacant positions in other competitive areas.

<p><i>ARTICLE 19 – OUTPLACEMENT PROGRAM</i></p>
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19.1 Policy: The Employer agrees that in the event of a reduction-in-force, and active outplacement program will be implemented. The primary aim of this program will be to find a position in the Federal Sector for each affected employee commensurate with the employee's qualifications and eligibility. Finding a private sector position that meets these requirements will be a secondary aim of the program.

19.2 Personnel Files: The Labor Organization and the Employer will jointly encourage employees to maintain their Official Personnel Folder current at all times; this is particularly important during periods of Reduction-in-Force. The Employer will ensure that valid and substantiated documents reflecting past experience, training, and education, are promptly filed in the employees Official Personnel Folder. Employee who is qualified for more than one skill may elect both of the skills they desire to be used for outplacement assistance.

19.3 RIF Committee: The RIF Committee will assist in the Outplacement Program. They will assist the Employer in contacting Federal and non-Federal Organizations in an attempt to secure employment for affected employees.

19.4 Eligibility: Employees will be eligible for participation in the Outplacement Program in accordance with applicable OPM, DoD, AND Air Force directives until he/she:

- A. Is separated or retired from Federal Service.
- B. Accepts a valid offer made under the program. A valid offer must be within the designated commuting area, or any other geographical location if authorized by appropriate directives which the employee has agreed, in writing, to relocate to. A valid offer must be at a grade level acceptable to the employee. Employees who are placed through an authorized OPM, DoD, or Air Force Outplacement Program will have their travel expenses paid by the Employer to the extent authorized by appropriate directives.
- C. Refuses a valid offer made under the program. Declinations of valid offers must be in writing.

19.5 Duration: This program shall remain in effect within the time limits specified by OPM, DoD, or Air Force directives until all affected employees are placed or otherwise become ineligible due to declination of a valid job offer or voluntary withdrawal from the program.

<p><i>ARTICLE 20 – EMPLOYEE ASSISTANCE PROGRAM</i></p>

20.1 General: The Employer will institute an effective Employee Assistance Program that meets the requirements of applicable laws and regulations. The program shall provide all employees in the Unit, that desire to participate, with a means of alleviating those medical/behavioral problems including, but not limited to, alcoholism and drug abuse, that could interfere with an employee's job performance or the performance of his/her fellow employees. The Employer and Labor Organization acknowledge that such problems may be resolved with proper treatment so that workers can return to acceptable levels of productivity. The Employer and the Labor Organization shall discuss and negotiate, as appropriate, any proposed changes or recommendations relative to the program for employees with medical/behavioral problems.

20.2 Policy:

- A.** Employee participation in the Program shall be voluntary except for the initial supervisor initiated appointment which is mandatory.
- B.** The employer and the Labor Organization acknowledge that such problems may be resolved with proper treatment and workers can return to acceptable levels of productivity.
- C.** If the supervisor reasonable suspects that the employee has a drug/alcohol abuse problem, the supervisor should inform the employee of the Drug/Alcohol Abuse Program.
- D.** If the employee acknowledges having a drug/alcohol abuse problem of their own, the supervisor will advise the employee of the Drug/Alcohol Abuse Program. If after advising the employee of the Drug/Alcohol Abuse Program, the employee requests assistance, the supervisor may refer the employee to the Drug/Alcohol Abuse Coordinator.
- E.** When an employee has a problem of anxiety or mental stress that is affecting fellow employees and work assignments, the employee may immediately request assistance from an Employee Relations Specialist within the Civilian Personnel Office.
- F.** Sick leave, or other appropriate leave, will be granted for treatment or counseling sessions in accordance with applicable regulations.
- G.** The Employer will furnish to the Labor Organization and to the employee, upon request, a referral listing of pertinent treatment facilities in the local area.
- H.** Nothing in this article will abrogate the employee's right to representation during any phase of this process.
- I.** The Employer will give due consideration to anticipated rehabilitative periods as recommended by appropriate officials within the program.
- J.** No official of the Employer or the Labor Organization, except the program counselor and his/her assistants, shall attempt to counsel employees on medical/behavioral problems that are personal to the employee.
- K.** Before any disciplinary action is taken against an employee who has committed an infraction as a result of medical/behavioral problem, unbiased consideration will be given for participation in a rehabilitate program.
- L.** When a disciplinary action has been effected against an employee which resulted from drug or alcohol abuse or mental health problems, the Employer will apprise the employee of the Employee Assistance Program.
- M.** Participation in the Employee Assistance Program shall not jeopardize an employee's job security, or his/her opportunity for promotion, except as limited by applicable laws relating to sensitive positions.

20.3 Confidentiality: The confidentiality of all records of employees enrolled in the Drug/Alcohol Abuse Program will be maintained. Neither coordinators, counselors, nor any management official shall reveal the name of a person seeking assistance without the employee's written consent.

20.4 Publicity: Management shall post its written policy on Drug/Alcohol Abuse Program, news about the program, and assurances of confidentiality for participants, on official bulletin boards and in the base newspaper. Such information will attempt to eliminate the stigma associated with alcohol/drug problems. The Civilian Personnel Office and the Labor Organization will publish articles in their newsletters and on their bulletin boards publicizing the Drug/Alcohol Abuse Program.

20.5 Counselor: The program counselor shall be an individual with training and experience in counseling persons suffering from alcohol and drug abuse. He or she should have a working knowledge of the techniques of counseling and rehabilitation methods. He or she should establish rapport with employees, in order to instill confidence that assistance is available and that rehabilitation efforts may be successful.

20.6 Training: Representatives of the Labor Organization may participate in training related to the Program given to management officials by the Social Actions Office.

<p><i>ARTICLE 21 - UNIFORMS</i></p>
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21.1 General: The Employer and the Labor Organization agree that the wearing of a uniform may be required for the purpose of identification. Designated employees required to wear uniforms are employees of organizations including, but not limited to, the Commissary, Firefighters, Hospital, and 3613 CCTS.

It will not be mandatory for any civilian employee to wear a military uniform while working in a civilian capacity, except for specific protective uniforms required in the performance of certain duties as prescribed in accordance with applicable laws and regulations.

21.2 Requirements: Whenever a uniform is required, as determined by the employer, either:

A. The uniform will be furnished by the Employer to the employee, and alterations and the attachment of name tags or other required insignia will be at the Employer's expense;

or

B. A uniform allowance will be paid by the Employer to the employee in accordance with applicable laws, regulations, and directives.

21.3 Negotiation: Any establishment of uniform requirements for bargaining unit employees will be negotiated upon request of the Labor Organization in accordance with Article 45.

ARTICLE 22 – ENVIRONMENTAL DIFFERENTIAL PAY (EDP)

22.1 Purpose: The Employer shall pay the environmental differential in Appendix J of FPM Supplement 532-1 to a wage employee paid under a Federal Wage System wage schedule when the employee is performing assigned duties which expose him/her to an unusually severe hazard, physical hardship, or working condition listed in Appendix J, on or after the effective dates specified.

22.2 Environmental Exposures:

- A. Actual Exposure** – When an employee is entitled to an environmental differential which is paid on an actual exposure basis, he/she shall be paid a minimum of one hour differential pay for the exposure. For exposure beyond one hour, the employee shall be paid in increments of one quarter hour for each 15 minutes and portion thereof in excess of 15 minutes.
- B. Intermittent Exposure** – When an employee is exposed at intermittent times during a day to an unusually severe hazard, physical hardship, or working condition for which the environmental differential is paid on an actual exposure basis, each exposure is considered separately and the amount of time exposed is not added together before payment is made for exposure beyond one hour's duration, except that, pay for the environmental differential may not exceed the number of hours of active duty by the employee on the day of exposure.
- C. Overtime Exposure** – When an employee is exposed to an unusually severe hazard, physical hardship, or working condition during an overtime period for which he/she is entitled to overtime pay, the employee shall be paid no less than the minimum amount of environmental differential to which he/she would otherwise be entitled.
- D. Shift Exposure** – When an employee is exposed to an unusually severe hazard, physical hardship, or working condition for which an environmental differential is payable on a shift basis and on the same day he/she is exposed to an unusually severe hazard, physical hardship, or working condition for which an environmental differential payable on an actual exposure basis at a higher rate is authorized, he/she shall be paid the environmental differential on the basis of actual exposure for that exposure, and the environmental differential on the basis of the shift for the remaining hours in the pay status that day.
- E. Several Exposures** – When an employee is exposed to more than one category listed in Appendix J for which the environmental differential is payable on an actual exposure basis, each category is considered separately in computing the amount of environmental differential payable.

22.3 Establishing Environmental Differential Pay:

A. Installation Evaluations – Each installation or activity must evaluate its situations against the guidelines in Appendix J to determine whether the local situation is covered by one or more of the defined categories.

(1) When the local situation is determined to be covered by one or more of the defined categories (even though not covered by a specific illustrative example), the authorized environmental differential is paid for the appropriate category.

(2) When the local situation is not covered by one of the defined categories but is considered to be unusual in nature so as to warrant payment of an environmental differential, a differential may not be paid, but action is to be initiated to request the Office of Personnel Management to consider authorizing the payment of an environmental differential.

B. Negotiations – The Labor Organization and the Employer will conduct negotiations through the collective bargaining process for:

(1) Determining the coverage of additional local situations under appropriate categories on Appendix J and application of Appendix J categories to local work situations. The Labor/Management negotiations will be used to determine whether a local work situation is covered under an approved category, even though the work situation may not be described under a specific illustrative example.

(2) When determining additional categories not included in Appendix J, for which environmental differential is considered to warrant referral to the Office of Personnel Management for prior approval, Labor and Management will negotiate locally whether to submit a joint request for a new environmental differential category, or a different percentage differential for an existing category to the Office of Personnel Management through either of their respective headquarters.

22.4 Relationship to Other Pay: Environmental differential is included as part of the employee's basic rate of pay and shall be used to compute premium pay (pay for overtime, holidays, or Sunday work), the amount from which retirement deductions are made, and the amount on which group life insurance is based.

22.5 Bi-Annual Review: Work situations currently authorized EDP will be reviewed to determine whether the hazard, physical hardship, and working conditions of an unusually severe nature have been eliminated to the degree which would preclude continuance of payment of the differential. This review will be conducted by the CCPO in joint effort with the employee's supervisor, a safety and a medical official, and a Labor Organization appointed representative. The CCPO will coordinate the review with management, and schedule the visit. The Employer will provide the Labor Organization with a ten (10) calendar day notice of the date that this review is to be performed. The technical evaluation/opinion obtained from safety and medical personnel will be documented. If it is determined that action is to be taken to discontinue EDP because the basis for payment no longer exists, a statement on how the hazard or

the physical hardship was eliminated will be documented. CCPO will notify in writing, the affected employees of the discontinuance of EDP and of the reasons for action. Copy of this notice will be provided to the Labor Organization.

22.6 Copies: Whenever the Employer agrees to pay Environmental Differential Pay (EDP) to an employee, the Labor Organization will be furnished with a copy of the authorization form.

ARTICLE 23 – ON-THE-JOB TRANSPORTATION

23.1 Use of Privately Owned Vehicle (POV): The Employer will assure that all employees who require on-the-job transportation will receive such, if requested. Privately owned vehicles normally will not be used on the job to transport government tools, equipment, and/or personnel. Employees will not be directed to use their privately owned vehicle on the job. If the Employer requests for the employees to use their privately own vehicles on the job, and the employee agrees, the employee will be reimbursed for use of their vehicle in accordance with applicable directives.

ARTICLE 24 – PAY POLICIES

24.1 Pay policies are established by the Department of Defense for Air Force Civil Service employees. The policies are administered by appropriate guidelines in OPM directives, Air Force regulations, and locally established policies. For comparison, when cross-referencing the General Schedule or Wage Grade pay scales, the Employer and employees must examine the fourth (4th) step of the General Schedule and the Second (2nd) step of the Wage Grade, at each grade level. The employer agrees to publish revised pay schedules within forty five days of the effective date of the new schedule.

ARTICLE 25 – TRAINING AND EMPLOYEE DEVELOPMENT

25.1 Determination: Although it is expected that personnel are basically qualified to perform their duties as a pre-requisite to employment, the parties recognize the possible need for additional training to assure development and career planning for employees, and to maintain the competence of the work force.

25.2 Training Programs: The Employer is responsible for establishing training programs to improve employee efficiency, and when necessary, to retrain employees effected by Reduction-in-Force and assigned to another position.

In developing such training programs, the Employer agrees to consider and respond to the inputs of the Labor Organization. If the inputs are presented orally, the Employer will reply orally; if presented in writing, the reply will be in writing.

25.3 Procedures:

A. Policy: The Employer and the Labor Organization recognize the importance of a well trained work force. The Employer will be cognizant of the training needs of the employees. These needs will be related to the requirements of the Employer (with consideration given to the needs of the employee in order to enhance the employee's performance potential and efficiency). The Employer will consider all employees in a fair and equitable manner when selecting employees to fulfill the available training opportunities. In all cases, employees personal hardships will be considered before final selection for training. An employee having less than 1 year of current, continuous civilian service is not eligible for training unless the Employer determines, under applicable regulations that training for the employee is in the public interest.

B. Communications: Employees will be consulted (individually), on at least a yearly basis to assist supervisors in determining valid training requirements. The Employer will notify the Labor Organization when extensive training will be required to accomplish mission changes and reorganizations. The Labor Organization will have the opportunity to review the requirements for training, at any time. The Employer will, upon request of the Labor Organization, negotiate on the impact on the employees due to these types of training requirements.

C. Selection Process:

(1) **Mission Conversion/New Equipment Training:** When the Employer has determined that more than one employee is in need of a training course; the employee with the greatest seniority based on service computation date (leave) will be afforded priority consideration and opportunity to attend first. The seniority process will be utilized in a decreasing progression until all employees are trained.

(2) **Career Development Training:** Employees will be selected in a fair and equitable manner. Consideration factors should include seniority and the Employee/Employer's training needs.

25.4 Attendance: Mandatory attendance at any resident school which does not enhance the employee's ability to perform his/her duties will not be required. A resident school is defined as any school where the student must reside in designated quarters.

25.5 Scheduling: It shall be a matter of interest and concern for the Employer and the Labor Organization, that local training courses, seminars, conferences and meetings be scheduled, whenever possible, during work hours.

25.6 Records: The Employer agrees to record training accomplishments in the employee's Official Personnel Folder. This does not relive the employee of the individual responsibility to keep his/her personnel folder current and complete to fully reflect total training and education. The Labor Organization agrees to encourage employees to review their personnel folders to assure that training is accurately recorded.

25.7 Request for Training: An employee desiring to enroll in a non-government educational institution may request approval for payment by submitting a DD Form 1556, Request, Authorization, Agreement, Certification of Training and Reimbursement, to his/her supervisor at least thirty (30) days prior to registration. The Employer will respond at least 7 days prior to the registration date of the approval/disapproval. The Employer agrees to extend every reasonable consideration to the payment of training incurred by an employee who attends job related courses on their own time. Payment for training, if approved, shall be in accordance with applicable regulations.

ARTICLE 26 –ORIENTATION OF NEW EMPLOYEES

26.1 Procedure:

- A. During the individual hire-in briefing, a new employee shall be provided a copy of the Labor Management and written information by the Employer, identifying NFFE, Local 1167, as the exclusive representative of employees in the Unit. It will identify to the new employee the Labor Organization officials, their organizational assignments, and duty phone numbers, and employees’ rights in accordance with this Agreement, with regard to join or not to join the Labor Organization. The content of the information provided will be mutually agreed upon by the Labor Organization and the Employer. The Labor Organization will provide the initial letter, as agreed upon, for reproduction by the Employer as well as providing any new letter reflecting significant changes.

- B. During the new employee orientation session, representatives of the Labor Organization will be afforded the opportunity to be present on official time, if otherwise in a duty status, to speak to new employees and to provide new employees with an introduction of the purposes and goals of the Labor Organization, and achievements attained through an effective Labor Management Relations Program.

26.2 List of Employees: The Employer shall furnish the Labor Organization, on a monthly basis, the following information regarding all new employees of the Unit:

- A. Full Name

- B. Position Title and Grade

- C. Organizational assignment

- D. Date entered on duty

26.3 Unit Employee Listing: The Employer agrees to provide the Labor Organization, quarterly, upon written request, a listing of all employees in the Unit.

ARTICLE 27 – OCCUPATIONAL SAFETY AND HEALTH

27.1 General: The Employer shall institute an effective Occupational Safety and Health Program meeting the requirements of the Occupational Safety and Health Act of 1980 (OSHA), Executive Order 11807 and Chapter XVII of Title 29, Department of Labor Rules and Regulations, FPM Supplements, and applicable Air Force Regulations and Air Force Occupational Safety and Health Standards. Employees will comply with subject requirements established. The Employer and the Labor Organization will meet jointly, as necessary, to discuss safety and health program implementation and/or employees' compliance with established safety and health requirements/standards.

27.2 Safety Committees:

- A. Wing Meeting:** The Labor Organization will be invited to attend the Wing Quarterly Occupational Safety and Health Committee Meeting as outlined in AFR 127-12. Copies of the Agenda and Minutes of the meeting will be provided.
- B. Organization Committee Meeting:** The Labor Organization will be invited to attend the Hospital's Monthly Safety and Health Committee Meeting as established IAW AFOSH 127-8. The Labor Organization will also be invited to attend other Base Safety and Health Committees as they are formed.

27.3 Safety and Health Inspections: As indicated in AFR 127-12, the Wing Safety and Health Office will provide the Labor Organization the Annual Occupational Safety and Health Inspection Schedule and any changes, which are to be conducted in an organization having DoD civilians assigned. If the Labor Organization wishes to appoint a representative to accompany the Wing Inspectors, the Safety Office will be notified at least two (2) workdays prior to the inspection, of the representative, name and duty phone. Copies of the final inspection reports will be furnished to the Labor Organization upon request.

27.4 Health and Safety Policies:

- A. OSHA:** The Employer will provide safe and sanitary working conditions and equipment in consonance with standards promulgated under the Occupational Safety and Health Act of 1980 (OSHA). In consonance with Chapter XVII, Title 29, Department of Labor Rules and Regulations, the Employer should keep posted, notices to the employees of the protection and obligations provided for in OSHA.
- B. Notices:** The Installation must post notices advising the employees of the protection offered by the Air Force Occupational Safety and Health Program. AFVA 127-5 must be used and must be posted on official bulletin boards in the organizations. This form advises employees of the location where applicable AFOSH standards may be examined, and where additional information on the Air Force Safety and Health Programs are available.

C. Summaries: The Wing Ground Safety Office prepares and posts an Annual Summary of Occupational Injuries and Illnesses, OSHA Form 200, as outlined in AFR 127-4.

D. Protective clothing, equipment and safety related items: The Employer will provide suitable protective clothing, equipment and safety related items for employees in accordance with applicable laws, regulations and AFOSH standards. The Labor Organization shall have the right to recommend new protective clothing, equipment, and safety related items. Required emergency items as designated by AFOSH standards will be available and signs indicating location will be visually displayed. All safety related items normally associated with a particular trade, skill or occupation, will be supplied and replaced by the employer at no expense to the employee unless lost or destroyed through the employee's negligence. Issuance and replacement of protective clothing and equipment will be on an "as needed" basis, and in accordance with applicable regulations and/or AFOSH standards. The Employer will ensure that all Government owned or leased motor Vehicles will be maintained in a safe/operating condition with all applicable safety equipment installed.

E. Work Conditions

- (1) The Employer and the Labor Organization shall encourage employees to work safety and in the course of performing their assigned duties, to observe and report unsafe working practices, equipment, and environmental conditions, which may represent a health/safety hazard, to the individual responsible to initiate corrective action. This report will be recognized by the Employer as having a positive effect on mission accomplishment and improving the working environment.
- (2) If the Employer or Labor Organization feels there may have been an oppressive condition, i.e., lighting, ventilation, to include air conditioning and work space, they will contact the Base Safety or Bio-environmental Office to perform appropriate tests, evaluate the conditions, and make a final determination in a timely manner which supports the physical, safety and medical well-being of the employees. The employer shall initiate any action required to correct the situation when necessary.
- (3) To prevent injury to an inexperienced operator or endanger other employees, only employees who are qualified or supervised trainees will be permitted, or required to operate machinery or equipment.
- (4) Safety Observers will be available to employees when working conditions require observers as outlined in appropriate AFOSH standards.
- (5) If an employee becomes pregnant, she will immediately notify her supervisor who will direct her to bio-environmental for a determination to be made of any hazards which may affect the pregnancy.

F. Weather conditions: Organizations which have employees performing outside maintenance will develop and establish warning procedures so timely precautionary measures can be taken when weather conditions warrant. A copy of the procedures and any changes thereafter will be forwarded to the Labor Organization prior to its implementation in accordance with Article 45 of this agreement. When the winds reach hazardous velocity, lightning occurs, or severe weather conditions exists, as defined by regulation, no employee will be directed to perform outside work unless deemed an emergency situation, until weather conditions improve to allow the work to be resumed in a safe manner, as determined by management.

G. Determination Involving Safety and Health: When an employee feels that he/she is subject to conditions so severe that even a short term exposure to such conditions would be detrimental to health or safety, he/she should report the circumstance to the immediate supervisor. The supervisor shall inspect the work area to make the determination if it is safe/unsafe to perform work. This does not pertain to situations where decisions on EDP are pending. The Labor Organization or an employee, or group of employees, who believes that an unsafe conditions still exists, may request a ruling from the Base Office and have the right to file a grievance.

27.5 On-The-Job Injury or Illness: Employees will report to their supervisors all injuries of occupational illnesses which occur on the job, no matter how slight. This will occur immediately after the accident or injury occurs.

A. Lost Time Notification: The Employer shall, as soon as possible, notify the Labor Organization of a death or any lost time injury of a Unit employee of the base so that the Labor Organization may extend Labor Organization benefits, to which the employee or employee's family may be entitled.

B. Fitness-For-Duty: When an employee is physically unable to perform his/her duties and the employee is unwilling to voluntarily report for a medical examination, the employee shall be informed that he/she is being directed to have a fitness-for-duty examination, but that he/she may be examined by a qualified physician selected from a list of three to five names submitted by the employee. These physicians whose names are submitted must be board certified in the specialty determined necessary by a representative of the Base Hospital. The Director of Medical Services is responsible for selecting a suitable private physician from the list submitted by the employee. The procedure for conducting such a medical examination will be in accordance with AFR 40-716. All expenses will be borne by the Employer. The employee will be notified of their right/requirement to have a representative to act in their behalf regarding such actions.

C. Light Duty Status: To the extent possible, employees who are temporarily unable to perform their regular assigned duties because of illness or injury, but who are capable of returning to or remaining in a light duty status, may be detailed to work assignments compatible with their physical condition.

27.6 Health Services and Preventive Medicine:

Since it is of infinite benefit to the Employer to have employees in top physical and mental conditions, a Federal civilian employee's health program shall be established by the Employer. As a minimum, the Program shall provide the following services at no cost to the employee on official time:

- A.** When recommended by the Senior Medical Officer, and approved by the Base Commander, immunizations against diseases which may be a significant cause of lost man-hours of work can be given. Except for those required by regulation or law, immunizations will be on a voluntary basis.
- B.** Periodic examinations required by applicable regulations for those employees who have been exposed to potentially dangerous or unhealthy working conditions.
- C.** Emergency medical treatment for employees who are injured or become ill on the job.
- D.** Transportation for employees who become ill or are injured on the job subject to the following.
 - (1) Normally Transportation will not be provided if it is reasonably evident that the employee's illness or injury is not serious, and private or public transportation is suitable and available.
 - (2) Ambulance service shall be available should the circumstances warrant. No injured or sick employee shall remain unattended while being transferred to a hospital.
 - (3) When the Base Hospital cannot render appropriate medical treatment, a medically qualified official of the Base Hospital may suggest another medical facility where needed facilities are available. At the employee's request, he/she may be transferred to his/her home or medical facility of their choice.

27.7 Occupational Health and Safety Training:

- A. Awareness:** The Employer will ensure that all employees are informed of safe working habits and practices appropriate to their jobs. Additionally, supervisors shall instruct employees in safe working habits, practices and procedures with regard to specific job assignments and shall ensure that manuals and regulations relating to safety and health are available to all employees.
- B. Formal Training:** The Employer will provide Occupational Safety and Health training to employees and safety committee as required in appropriate Air Force Regulations and AFOSH Standards.

ARTICLE 28 – PERSONNEL RECORDS

28.1 Employee Responsibility: Employees have the personal responsibility to periodically update their Official Personnel Records. This function is vital if current personnel information is to be used for filling merit promotion vacancies, placement of personnel due to reduction-in-force, or other personnel actions. The Employer agrees to authorize employees official time in order to accomplish this function; however, an appointment should be scheduled, in advance, with the Civilian Personnel Office.

ARTICLE 29 – DEPENDENT ID CARDS

29.1 Purpose: The Employer will furnish identification cards to dependents of Homestead Air Force Base civilian employees. These cards may authorize entrance of the dependent to the base and to those authorized facilities approved for civilian dependent use.

29.2 Procedure: Dependents who require identification card may obtain it by having the sponsor complete an application form available in the Civilian Personnel Office, and having the dependent take these forms to the Pass and Identification Section of Security Policy during normal duty hours.

29.3 Term: The cards are valid for the period of the employee's appointment. If the employee leaves the employment of Homestead Air Force Base, the cards must be returned to the Pass and Identification Section.

ARTICLE 30 – TOOLS AND EQUIPMENT

30.1 Policy: All tools and equipment, used in the performance of duty by employees, will be furnished and maintained by the Employer, and no employee will be subjected to the use of his/her own personal tools. The Employer will consider valid inputs concerning the types and numbers of tools or equipment needed by the employee to perform his/her job in a more efficient manner.

30.2 Maintenance: Tools and pieces of equipment will be continually maintained by both the Employer and the employee, in a high degree of reliability, in order to safeguard government property and to protect the employee from possible injury to himself/herself or other fellow employees. Such maintenance will be at no expense to the employee. Any tools/equipment found and reported to be defective will be removed from service immediately and request initiated for replacement or repair at no expense to the employee, except in those cases where it has been determined that the tools/equipment have been misused or lost by the employee. When required by regulation, a report of survey will be completed and the employee may be held responsible for repair or replacement cost.

ARTICLE 31 – EMPLOYEE PARKING, ROAD CONDITIONS AND TRAFFIC CONTROL

31.1 Policy: The Employer recognizes the need for sufficient employee parking facilities and the relationship of such facilities to the betterment of employee morale. The Employer agrees that efforts will be made to provide paved parking areas for employees covered by this Agreement.

31.2 Parking for the Handicapped: It is agreed that parking spaces will be reserved for employees with a handicap which impedes walking.

31.3 Policy Changes: The Employer agrees to impact bargain with the Labor Organization, upon request, prior to making any change in current policy concerning parking which impacts on members of the Unit.

31.4 Road Conditions: When hazardous road conditions are reported by any employee or the Labor Organization to the Wing Safety Office, in writing, the Employer agrees to correct such conditions as expeditiously as possible.

31.5 Traffic Management: The Employer will, to the extent possible, insure that sufficient traffic management is provided for the most efficient movement of traffic during shift changes. The Employer agrees to notify the Labor Organization prior to changes which affect the flow of traffic. The Employer will, upon request, impact bargain with the Labor Organization on the impact on the work force.

ARTICLE 32 – EMPLOYEE SURVEYS

32.1 Agreement: The Employer agrees to negotiate with the Labor Organization prior to conducting any locally initiated survey of any Unit employees. The Employer agrees to inform the Labor Organization and furnish the reason for the survey, prior to conducting any survey, or any Unit employees. The Employer and/or Labor Organization agree to notify the other party when they become aware of higher authority surveys being conducted.

32.2 Copy: Prior to the start of such surveys, the Labor Organization will be furnished with a copy of the questionnaire.

32.3 Participation: Employee participation in answering the survey questionnaires will be voluntary.

32.4 Results: The Employer agrees to furnish the Labor Organization with a copy of the survey results within ten days of receipt by the Civilian Personnel Office.

ARTICLE 33 – EMPLOYEE SERVICES

33.1 Employee Services: Civilian employees are authorized to utilize the activities and services listed below. (*Indicates usage is on a space available basis).

Recreation Center*	Dependent Youth Activities*
Ceramic Shop*	Golf Course*
Photo Hobby Shop*	Library
Wood Hobby Shop*	First National Bank
Auto Hobby Shop*	Post Office
Athletic Facilities*	Thrift Shops
Skeet Range*	Education Center
Credit Union	Base and Officers' Pool
Chapel Worship Services	Marina*
Pre-Kindergarten*	Nursery*
Rec Supply*	Bowling Lanes*
BX Cafeteria	Airman/NCO/Officers' Open Mess (membership dependent upon grade)

33.2 The Employer reserves the right to enforce the priority system established in AFR 215-1.

ARTICLE 34 – CIVILIAN BLOOD DRIVE

The Employer and Labor Organization mutually agree to the necessity of supporting the local area's Blood Drive, therefore, in cooperation with the Red Cross or other qualified organizations conducting such drives on the base, on the day of the Blood Drive, the Employer will assure that each blood donor will receive administrative leave for the donation of blood. Normally, the maximum excusable time should not exceed four hours. Additional time, not to exceed one day, is permissible in cases where the employee must travel an unusual distance or where unusual need for recuperation occurs.

ARTICLE 35 – FEDERAL PRISONER PROGRAM

The Labor Organization and the Employer agrees that the Federal Prisoner Program can have a positive impact on the operations of Homestead AFB and will be utilized in a manner consistent with the intent of governing law and regulation. Management agrees to respond to reasonable concerns which affect the Unit, from the Labor Organization regarding the operation of the program.

ARTICLE 36 - DISCIPLINARY AND ADVERSE ACTIONS

36.1 General: A disciplinary action is an action taken by the Employer to correct an employee's conduct. Included are oral admonishments, reprimands, suspensions and removals. Some disciplinary actions are also adverse actions. Disciplinary actions against all employees, including probationary employees, must be based on just cause, be consistent with applicable laws and regulations, and be fair and equitable.

36.2 Purpose: Constructive discipline is preventive in nature. Its objective is development, correction, and rehabilitation of the offending employee. The penalty selected should not be overly harsh, should contribute to the solution of the problem and to the attainment of an effective management environment, and should take into consideration all of the merit factors. The minimum penalty capable of producing the desired correction should be used. Disciplinary action will not be administered to an employee for the purpose of punishment. The Labor Organization will strongly encourage all employees of the Unit to abide by all rules, regulations, and this Agreement.

36.3 Preliminary Investigations: The first step in resolving a disciplinary problem is to examine all facts and circumstances. Prior to issuing a proposed notice of disciplinary action, the supervisor shall undertake preliminary investigations and discussions with the employee if deemed necessary. The employee may request representation at all discussions which the employee believes could lead to disciplinary action against him/her. The Employer further agrees that no written or sworn statements will be taken from an employee, which may lead to disciplinary action, prior to the employee being advised of his or her rights to representation. If a representative is requested, the meeting will not be held until the Employee's representative is present. The representative must be available within one work day.

36.4 Consideration: If some type of corrective action is necessary, the Employer will consider the employee's Federal employment history, provocation, mitigating circumstances, and the seriousness of the offense. The seriousness of the offense for misconduct should be weighed against the standards of conduct for Federal employees. Action for off-duty misconduct will be effected only when the Employer can show the manner in which this conduct affected the employee's performance on the job, the manner in which it meaningfully involved the Air Force, or the manner in which it was otherwise detrimental to the efficiency of the service.

36.5 Penalties:

- A. Oral Admonishment:** It is the least formal and least severe of the disciplinary actions, having no procedural requirements, no prescribed format, and a high degree of flexibility. Because of its adaptability to a wide variety of situations, the oral admonishment should be applicable to the majority of situations and should result in required changes in conduct, habits or work methods, particularly when employees have no previous history of violation of rules or conduct.

- B. Reprimand:** It is a severe disciplinary action. It is temporarily recorded in the employee's Official Personnel Folder for two years, then removed and destroyed. The reprimand should be adequate for most disciplinary situations which require an action more stringent than an oral admonishment.
- C. Suspension:** It is an extremely severe disciplinary action. The suspension is documented permanently in the Official Personnel Folder and is used for three (3) years in determining penalties for other offenses. Because a suspension places the employee in involuntary non-pay, non-duty status, the suspension cannot be used to resolve unsatisfactory performance or indebtedness problems.
- D. Removal:** It is the most severe disciplinary action. This action terminates the employee's status as an employee, may bar him from future Federal employment and make it difficult to obtain other employment. Removals will be avoided if a lesser disciplinary action will suffice. Normally, a progression of disciplinary measures is applied in an effort to rehabilitate an employee before it is decided to remove him/her. Removal for misconduct, after appointment of the employee, is preceded by such a progression, unless the misconduct is so serious or the violation of rules and regulations for flagrant that discharge for a first or second offense is clearly warranted. Before it is initiated, the facts and circumstances in the particular case must be carefully analyzed to assure they support the conclusion that the employee has demonstrated unwillingness or refusal to conform to the rules of conduct, and that the action is both appropriate for the offense and fully warranted.

36.6 Non-Disciplinary Actions: Those adverse actions which are obviously non-disciplinary in nature such as:

- A. Reduction-in-Force
- B. Change to lower grade without cause
- C. Furlough-A release from pay and duty status because of lack of funds or work.

The Employer will have the burden of proof in each case.

36.7 Proposed Notice: In the event an employee is presented a written notice of proposed disciplinary or adverse action, the employee will be afforded, and made aware of, his/her rights to representation. The employee and his/her representative shall be given the opportunity, on official time, if otherwise in a duty status, to review all evidence to the charges and reply to those charges, orally or in writing, no later than 10 calendar days after the notice is received by the employee. The employee's reply may be oral, in writing, or both. When an oral reply is made, the principle points of the interview are recorded; if possible, the signature of the employee is obtained to indicate that he/she agrees with the accuracy of the record. An oral reply does not affect the employee's additional right to reply in writing. The Employer shall provide the Labor Organization with a copy of all proposed disciplinary actions against any employee of the Unit.

36.8 Notice Periods: In those cases for other than unacceptable performance, employees will be given at least thirty days advance written notice of any proposed adverse action, except in those cases where no advance notice period is required or a lesser time is authorized by OPM when the retention of the employee in an active duty status may result in damage to government property or may be detrimental to interest of the Government or injurious to the employee, his fellow workers, or the general public. In all cases, the effective date of the adverse action will not be earlier than 5 calendar days after the 30 day notice period.

36.9 Appeal Rights: When a final decision is issued, the employee shall be advised that he or she has the right to appeal the decision, if unacceptable, under the negotiated grievance procedure or to the Merit Systems Protection Board (for which there are statutory appeal procedures), but not both. The appropriate Merit Systems Protection Board address shall be included in the letter as well as the name and duty phone number of the Labor Organization President, should the employee choose to seek redress under the Negotiated Grievance Procedure.

ARTICLE 37 – NEGOTIATED GRIEVANCE PROCEDURES

37.1 Scope:

A. Definition: A grievance is a request for adjustment on any complaint by:

- (1) An employee(s) concerning any matter relating to the conditions of employment of the employee(s);
- (2) The Labor Organization concerning any matter relating to the conditions of employment of any employee(s); or
- (3) Any employee(s), the Labor Organization, or the Employer concerning:
 - (a) The effect or interpretation, or claim of breach, of a collective bargaining agreement; or
 - (b) Any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

B. Exclusions: This exclusive Negotiated Grievance Procedure will be subject to the following exclusions:

- (1) A violation relating to prohibited political activities.
- (2) Retirement, life insurance, or health insurance.
- (3) A suspension or removal for national security reasons.
- (4) Any examination, certification, or appointment.
- (5) Classification of position which does not result in the reduction in grade or pay of an employee.

C. Options and Restrictions: Nothing in this Section shall prevent the employee(s) from exercising the option of appealing adverse actions to the Merit Systems Protection Board, or processing any prohibited personnel practices, defined by law, through the statutory appeals process, provided that the employee(s) has not filed a formal grievance on the matter in accordance with this Agreement. In addition, if the employee(s) files a grievance through the grievance procedure or through the statutory appeals procedure, the employee will not file an Unfair Labor Practice.

37.2 Common Goal: Since the Employer and the Labor Organization both have equal responsibility in assuring compliance of this Agreement, the employer and the Labor Organization recognize the importance of settling disagreements and disputes promptly, fairly and in an orderly manner, so that the self-respect of the Employee(s) will be maintained and be consistent with the principles of good management.

- A.** This Article provides a mutually acceptable procedure for the prompt and equitable settlement of grievances. This Negotiated Grievance Procedure shall be the exclusive procedure available to the Labor Organization and the employees in the Bargaining Unit and for resolving such grievances.
- B.** Employees and/or their representative(s) are encouraged to discuss issues of concern informally with their supervisors or other appropriate officials at any time without filing a grievance.
- C.** In order to foster good Labor/Management relations, the parties of this Agreement agree that prior to initiating a grievance, the employee(s) will make an honest effort to resolve complaints, disputes or disagreements with his/her immediate supervisor. Every effort will be made to settle grievances expeditiously and at the lowest level of supervision.

37.3 Negotiated Grievance Procedure:

- A.** Application: The Labor Organization may present and process grievances in its own behalf or on behalf of any employee(s) in the Unit. All employees in the Unit of Recognition (regardless of Labor Organization membership), the Labor Organization and the Employer will adhere to all the terms of this Agreement.

Only the Labor Organization, or a representative approved by the Labor Organization, may represent (an) employee(s) in such grievances. However, employee(s) has the right to present a grievance on their own behalf, and the exclusive representative will have the right to be present during the grievance proceeding. The grievant and/or his/her representative will be granted reasonable amount of time during working hours to prepare, discuss and present grievances under this procedure. Permission from the immediate supervisor will be requested for each absence. Permission will be granted as requested unless reasons for denial are due to an emergency situation. The meeting place for such grievance case preparation will not be restricted to the work site location of the grievant and/or representative.

B. Grievance Forms: The Labor Organization will have full control and distribution of the Negotiated Grievance Forms. The Employer will provide the Labor Organization with sufficient copies of the grievance forms at no cost to the Labor Organization. All grievances will be filled on the Negotiated Grievance Form obtained from the Labor Organization.

C. Grievance File: A grievance file will be maintained for each grievance. The file will be initiated by the grievant and/or representative and will contain:

- (1) The written grievance on the Negotiated Grievance Form with the remedy sought.
- (2) Documentary evidence considered in support of the grievance, and a summary of attempts to resolve the grievance.
- (3) The written decision at each step.

A copy of the initial case file shall be forwarded to the Civilian Personnel Office by the immediate supervisor or lowest level management official with authority to render a decision, after being presented the grievance. The grievant may terminate the grievance at any time prior to the arbitration hearing giving written notice of their decision. A copy of the decision will be retained by the employee and original be made a part of the grievance file. The Labor Organization will be provided a copy of the grievance file with all attachments after the completion of the final step of any grievance or at the point in the grievance procedure which a grievant either elects to terminate his/her grievance or fails to grieve a prior decision within established time limits.

D. Grievability: If the employer declares the matter to be not grievable, the Labor Organization may refer the issue to arbitration, in accordance with Article 38 for a decision on grievability.

E. Grievance Procedure:

STEP 1:

A grievance, to be pursued under this negotiated procedure, must be presented by an employee to his/her immediate supervisor or the lowest level management official with the authority to render a decision, unless the grievant could not reasonably be expected to be aware of the incident by such time. In that event, the grievance must be presented within 15 calendar days of the date the aggrieved employee became aware of the incident. A grievance concerning a continuing practice or condition may be initiated at any time. In the case of disciplinary or adverse action, a grievance must be initiated within 15 calendar days of receipt of the written decision from the deciding official. The management official presented with the grievance will discuss the matter with the employee(s) and/or representative and others considered by the management official to have information pertinent to the resolution. These discussions will be held prior to rendering a decision. A written decision will be given to the grievant (or his/her representative) within 7 calendar days after presentation of the grievance. Every effort shall be made to ensure that the decision is clearly communicated and understood. Included with such decision shall be a written statement indicating the grievant's rights to submit the grievance to Step 2.

STEP 2:

If the grievant is dissatisfied with the decision given at Step 1 or if no decision is received within the time limit established, the grievance may be presented by the aggrieved employee (or his/her representative) within 7 calendar days, to the Unit Commander, unless the Unit Commander is the management official of Step 1, in which case the grievance will proceed directly to Step 3. Upon receipt of the grievance, the Unit Commander will, within 7 calendar days, render a written decision and forward the decision to the aggrieved employee (or his/her representative). Included with the decision shall be a written statement indicating the grievant's right to submit the grievance to Step 3.

STEP 3:

If the grievant is not satisfied with the decision at Step 2, or if no decision has been rendered within the time limit established, the grievant (or his/her representative) may, within 7 calendar days, submit the written grievance to the Base Commander. The grievance file will be forwarded with all responses generated by STEP 1 and STEP 2. The decision of the Base Commander will be forwarded to the grievant and his/her representative within 14 calendar days after receipt of the grievance. Included with such decision shall be the reasons for the decision and a statement indicating the grievant's right to request the Labor Organization to submit the grievance to arbitration. The decision by the Base Commander constitutes the final decision at the Base level.

F. Arbitration: If the decision in STEP 3 above does not agree with the

remedy sought by the grievant, the Labor Organization may refer the grievance to binding arbitration as outlined in Article 38 of this agreement.

G. Written Replies: When the employee(s) represents themselves, or elects to utilize representation other than the Labor Organization, the employee(s) representative and the Labor Organization will receive a copy of the written decision at all steps.

37.4 Employer Initiated Grievance: Grievances initiated by the Employer, directly to the Labor Organization, will be processed in accordance with the following:

STEP 1: The Base Commander will present a grievance in writing to the Labor Organization within fifteen (15) calendar days after occurrence of the action or incident being grieved. The grievance will contain:

- A. The specific nature of the grievance
- B. The corrective action desired

The Labor Organization will notify the Base Commander of the decision in writing within seven (7) calendar days after receipt of the grievance.

STEP 2: If dissatisfied with the decision in STEP 1, the Base Commander may refer the matter to arbitration in accordance with Article 38 of this agreement.

37.5 Labor Organization Initiated Grievance: Grievances initiated by the Labor Organization directly to Management will be processed in accordance with the following:

STEP 1: The Labor Organization will present a grievance in writing to the Base commander within fifteen (15) calendar days after occurrence of the action or incident being grieved. The grievance will contain the following:

- A. The specific nature of the grievance.
- B. The corrective action desired.

The base commander will notify the Labor Organization of the decision in writing within seven (7) calendar days after receipt of the grievance.

STEP 2: If dissatisfied with the decision in STEP 1, The Labor organization may refer the matter to arbitration in accordance with Article 38 of this Agreement.

37.6 Time Limits: The parties may mutually agree in writing to extend any time limits of this procedure. If the grievant fails to pursue a grievance within the prescribed or extended time limit, the grievance may be considered resolved in the last step unless the grievant is able to reasonably justify his/her failure to meet the time limits.

ARTICLE 38 - ARBITRATION

38.1 Right to Arbitration: A grievance submitted under Article 37 of this Agreement that has not been settled to the satisfaction of the grieving party may go to arbitration. Arbitration may be invoked by the Labor Organization President, Acting President, or by the Employer, but only after the grievance procedure prescribed in Article 37 has been exhausted.

38.2 Procedure: The procedure for invoking and preparing for arbitration follows:

- A.** Within 15 calendar days after receiving the other party’s final decision on a grievance or within 15 calendar days after the decision was due, the party desiring arbitration will notify the other party by certified return receipt requested mailing that it wishes to go to arbitration.

- B.** Within 7 calendar days from the date of the request for arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of 7 arbitrators. The parties shall meet within 7 calendar days after receipt of such a list to select an arbitrator. The parties will select an arbitrator from the list by taking turns striking names until only one name remains. The Employer shall strike the first name.

- C.** The Federal Mediation and Conciliation Service will be empowered to make a direct designation of an arbitrator in the event:
 - (1) Either party refuses to participate in the selection of an arbitrator,

 - or

 - (2) Upon inaction or undue delay on the part of either party. Inaction or undue delay will be considered as the failure of either party to agree on an arbitrator list as indicated in subparagraph B. above.

- D.** The process to be utilized by the arbitrator may be one of the following:
 - (1) A stipulation of facts to the arbitrator can be used when both parties agree to the facts at issue and both parties agree that a hearing would serve no purpose. In this situation, all facts, data, documentation are jointly submitted and sent by certified mail (return receipt requested) to the arbitrator with a request for a decision based upon the facts presented. In such case, each party will retain a copy of the stipulation of facts.

(2) A formal hearing by arbitration should be used when it is necessary to develop and establish the facts relevant to the issue. When the Employer or the Labor Organization requests a formal hearing, it will be convened and conducted by the arbitrator.

38.3 Expenses: The total cost of arbitration shall be borne equally by the Employer and the Labor Organization. Arbitrators' fees will be paid to the Arbitrator after the final decision is rendered. If requested by the arbitrator, a verbatim transcript will be taken. The cost of the transcript will be included in the total cost of the arbitration. If either party requests a transcript, they will pay full cost. If the other party requests a copy, they will pay one-half the original cost for a copy of the transcript to the other party. No such requests will be made under the Freedom of Information Act.

38.4 The Arbitration Hearing: The Employer will be responsible for notifying the arbitrator and for making the required arrangements, the hearing date, time, and location. The arbitration hearing shall be held, if possible, on the Employer's premises during normal working hours. All participants, selected witnesses, the grievant, and the Union representative who are employees of the Employer and who are otherwise in a duty status shall be excused from duty without charge to leave to provide testimony in the hearing.

38.5 Decision:

- A. The arbitrator will be requested to render his/her written decision as quickly as possible, but in any event, no later than 30 calendar days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.
- B. Any dispute over the application or interpretation of an arbitrator's award, including remanded awards, will be returned to the arbitrator for settlement.
- C. The arbitrator will 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 that would involve several days of hearings.

38.6 Arbitrator's Authority: The arbitrator's decision shall be final and binding, and the remedy shall be effective in its entirety. The arbitrator shall have the authority to resolve any questions or arbitration and interpret and define the explicit terms of this agreement, as necessary, to render a decision. The arbitrator's authority is limited to deciding only the issues presented in the formal grievance. An arbitrator may set aside a disciplinary action or no disciplinary adverse action if the arbitrator finds a harmful error in the procedures management applied in taking the action. For the purpose of this agreement, "harmful error" is defined as an error by the agency in the application of its procedures which in the absence or cure of the error might have caused the agency to reach a conclusion different than one reached. The burden is on the appellant to show that based on the record as a whole, the error was harmful, i.e., caused substantial harm or prejudice to his/her rights.

The arbitrator shall have no authority to add or modify any terms of this agreement or agency policy. The arbitrator shall decide issues under Sections 4303 and 7512 by application of the standards and burdens of proof specified in 5 U.S.C. 7701 (c)(1).

38.7 Arbitrator's Authority in Disputes over the Agreement:

- A. Either OPM or the Union may seek judicial review of the decision on matters that could have been appealed to the Merit Systems Protection Board, within 30 days of the issuance of a decision. Such review will be sought in the Court of Claims or a United States Court of appeals in accordance with the provisions of Section 7703 of Title V., U.S.C.
- B. Either party may file an exception (with the Federal Labor Relations Authority) to the arbitrator's award in any matter other than those described in subparagraph A, above. Such exceptions must be filled within 30 days of the issuance of the decision, in accordance with Authority procedures, if no exception is filled, the arbitrator's decision and remedy shall be effected immediately.

<p>ARTICLE 39 – VOLUNTARY ALLOTMENT OF LABOR ORGANIZATION DUES</p>

39.1 Provisions: The Employer shall continue to deduct Labor Organization dues from the pay of Employees in the Unit, subject to the following provisions:

- A. The Labor Organization agrees to procure SF-1187's "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues", and furnish them to eligible members desiring to authorize an allotment for withholding of dues from their pay.
- B. The president and/or Treasurer of the Labor Organization will certify, on each SF-1187, that the employee has been accepted as a member in the Labor Organization, insert the amount to be withheld, and submit completed SF-1187s to the Civilian Personnel Office of the Employer. The SF-1187 will be dated stamped by the Civilian Payroll Servicing Office upon receipt. The Labor Organization will provide the names of those individuals authorized to certify the SF-1187 to the Civilian Payroll Servicing Office and Labor Relations Office.
- C. The President and/or Treasurer of the Labor Organization shall notify the Civilian Payroll Servicing Office of the Employer, when the Labor Organization dues structure changes. The change shall be effective at the beginning of the first full pay period after receipt of such notice.
- D. Allotments will be effective at the beginning of the first full pay period after receipt of the SF-1187s by the Civilian Payroll Servicing Office. The allotment will remain in effect for a minimum of one year.
- E. The Labor Organization will promptly notify the Civilian Payroll Servicing Office in writing, when a member of the Labor Organization is expelled or ceases to be a member.

- F. The Employer agrees to have the Civilian Payroll Servicing Office prepare a biweekly remittance check at the close of each pay period, for which deductions are made, and forward it to the Labor Organization. The check will be for the total amount of dues withheld for that pay period.
- G. The Employer will submit, with the remittance check, a listing of the members and amounts withheld. A separate list will include the names of those employees for whom allotments have been permanently or temporarily stopped and the reason therefore (e.g., moved out of the Unit, LWOFF, insufficient income) during pay period.
- H. The Employer agrees to provide this service without charge to the Labor Organization, or members, and to continue this service, so long as the Labor Organization holds exclusive recognition.
- I. Revocation period will be once a year. It will be effective the beginning of the first pay period after the employee's anniversary date, provided the SF-1188 is received by the Civilian Payroll Servicing Office prior to the first day of the anniversary month. If an employee's dues deduction was in effect for one year prior to January 11, 1979, the anniversary date will be March 1st. If an employee's dues deduction was in effect for less than one year prior January 1, 1979, the anniversary date will be one year from the date the deductions commenced.
- J. A member may voluntarily revoke an allotment for the payment of dues by filling out an SF-1188, "Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues" and submitting it directly to the Civilian Payroll Servicing Office. SF-1185's submitted by NFFE members must have prior coordination with the Labor Organization.
- K. The Labor Organization will immediately notify the appropriate Civilian Payroll Servicing Office, in writing, of any change in the name and/or address of the Financial Officer of the Labor Organization.

ARTICLE 40 – LABOR ORGANIZATION TRAINING

40.1 Labor Organization Training: The Employer agrees to grant official time, if otherwise in a duty status to employees, who are Labor Organization representatives, for the purpose of attending Labor Organization sponsored seminars and training sessions, provided the request is reasonable and the training is of mutual benefit to the Employer and Labor Organization. Official time for this purpose will not exceed a block of 500 hours for each fiscal year, and to be used at the Labor Organization's discretion. The representative selected for training will immediately notify their immediate supervisor, orally, of their need of official time for training. This notification will include the time and dates of the training. A written request for official time will be submitted at least two (2) weeks in advance by the Labor Organization President to the Civilian Personnel Office. The request will contain the names

and organization assignment of the Labor Organization representative requesting official time and information about the duration, purpose, and nature of the training.

ARTICLE 41 – USE OF FACILITIES AND SERVICES

41.1 Facilities: In order to facilitate and expedite the Labor Management Relations Program, the Employer will provide an office space and utilities of reasonable and appropriate size, and make facilities available to the Labor Organization for its meetings and recruiting activities, for the term of this Agreement. The Labor Organization shall be responsible for the suitable use and care of facilities. The Employer will provide paint and painting tools necessary to maintain the office space, to the Labor Organization, at no cost. Tools will be provided on a loan basis.

If the employer has a compelling need to relocate the Labor Organization office, an office space of compatible size and utilities will be negotiated with the Labor Organization. At least a thirty day notice will be given to the Labor Organization prior to the Labor Organization having the requirement to move.

41.2 Mail Service:

A. On Base: Internal mail service may be utilized by the Labor Organization and the Employer to exchange correspondence. This service may be used for the purpose of mailing Daily Bulletins, Merit Promotion Announcements and Civilian Personnel Newsletters to the Labor Organization.

B. Off Base: All official correspondence will be forwarded to the following address:

NFFE, Local 1167
P.O. Box 1546
Homestead, FL 33090

41.3 Bulletin Boards: Space on official bulletin boards shall be available for use by the Labor Organization. An area not less than four (4) square feet at a readable height shall be provided. The Employer agrees to provide a current list of all official bulletin boards, by building location, and the custodians name and duty phone, upon request, but no more frequently than semi-annually. If adequate bulletin board space cannot be provided, the Labor Organization, with the written coordination of the building custodian, shall be able to establish their own bulletin boards not to exceed nine (9) square feet. After a bulletin board has been established, it will not be exchanged for a smaller size board. A bulletin board provided by the Labor Organization may be erected near the entrance to the Labor Organization office. The work section steward or other Labor Organization officials will be responsible for the upkeep of the Labor Organization portion of the bulletin board. Personnel found tampering with or removing material from official bulletin boards may be subject to disciplinary action by the Employer and/or appropriate action taken by the Labor Organization. The bulletin board monitor, appointed by the Employer, will be responsible for posting information on Employer's bulletin boards.

41.4 Telephone Service: The Employer agrees to provide Class “C” telephone service to the Labor Organization at no expense. The Employer agrees to publish the Labor Organization telephone directory under “L”, for the Labor Organization, and “N”, for NFFE, Local 1167.

41.5 Agreement Copies: The Employer agrees to print the Agreement at no cost to the Labor Organization. The Employer shall make prompt distribution of copies of the Agreement to all management officials, 50 copies to the Labor Organization, and one copy to each current employee of the unit. Upon automatic contract renewal after three (3) years, the Employer will agree to supply an additional 50 copies. Bulletin board monitors will make an effort to insure a copy of the Agreement is posted on official bulletin boards. This policy of supplying the Agreement will also apply to any amendments or supplements to this Agreement.

ARTICLE 42 – LABOR ORGANIZATION PARKING

42.1 NFFE Parking: The Employer will provide one parking space for the Labor Organization to be reserved in the building parking lot. The curbstone will be labeled “Reserved, NFFE Officials” and appropriate control number to be reserved 24 hours a day.

ARTICLE 43 – PRESS AND PUBLICITY

43.1 Policy: The Employer and the Labor Organization agree that publicity regarding civilian employees foster harmonious relationships with the military personnel, the local community and private industry. The Employer and Labor Organization will encourage publicity of general interest, which involves civilian employees of Homestead Air Force Base.

ARTICLE 44 – LOCAL WAGE SURVEY

44.1 Employee Participation: Normally each year in the month of January, the installation will either conduct or assist in conducting the Coordinated Federal Wage Survey. All employees who participate in this survey will be on official duty time and will be free from reprisal due to their participation.

44.2 Funding: The Employer agrees to establish a fund cite in advance so that at the completion of the survey, the data collectors (employees) will be able to have their operating expense claims paid in an expeditious manner.

44.3 Publicity: After the completion of the survey, the Employer agrees to submit publicity pertinent to the Local Wage Survey to the publisher of the Base Newspaper, through the Office of Information, with a request for publication.

ARTICLE 45 – COLLECTIVE BARGAINING

45.1 Manner: Both parties to this Agreement have the responsibility of conducting negotiations and other dealings in good faith, and in such manner as will further the public interest. The Employer agrees to give notice to the Labor Organization, and an opportunity to negotiate upon request, any new policy, or change in established policy, which is proposed during the life of the Agreement. Negotiation of procedures, to implement management rights that impact employees in the unit, will also be handled in accordance with this section. The parties agree to make every reasonable effort to resolve all differences which arise between them in connection with the administration of this Agreement, for the life of this Agreement.

45.2 Scope: The scope of negotiations between the parties include the formulation and implementation of new, or changes to, personnel policies and practices, and matters, affecting working conditions, whether established by rule, regulation, or otherwise, affecting working conditions of employees within the unit in accordance with Section 7106, Title VII, P.L. 95-454.

It is understood that no provisions of this Agreement shall nullify or invalidate the rights of Employees, or the Labor Organization, established by Title VII, other statutes, or regulations of appropriate authority, nor shall it relieve Management of the responsibility to negotiate with the Labor Organization, upon request, on the policies, practices and procedures used in exercising Management rights to the extent that provisions of any instruction or directive, within the discretion of the Employer, may be in conflict with this Agreement, the provisions of this Agreement shall govern.

45.3 Policy: During the term of this Agreement, the parties agree to meet and negotiate on changes in personnel policies, practices, and matters affecting working conditions, upon request of the Labor Organization.

- A.** The Employer will notify the Labor Organization of any proposed change in working conditions of Unit employees. After receipt of such notice, the Labor Organization may submit a written request that it desires to enter into collective bargaining. The request should be accompanied with the Labor Organization's proposals. The Labor Organization's request must be received within ten (10) calendar days after receipt of the Employer's notice. If the Labor Organization desires to negotiate, such collective bargaining sessions will begin within five (5) work days after receipt of the request by the Employer.
- B.** Based on the issue(s) for bargaining, the parties will be authorized a maximum of three (3) members on official time, if otherwise in a duty status. In consonance with the above, the parties will make every effort to keep the number of members on the negotiating teams to a minimum, based on the complexity of the issue(s) at hand.
- C.** The bargaining sessions shall be completed in a reasonable amount of time based on the issue(s) under consideration.

D. Proposals for basic contract negotiations will be exchanged by the parties thirty (30) days prior to the commencement of negotiations.

45.4 Negotiation Impasse: When the parties to the Agreement cannot agree on a negotiable matter, and an impasse has been reached, the item shall be set aside, after all negotiable items, on which agreement can be reached, have been disposed of, the parties shall again attempt to resolve any impasses. Either, or both parties, may seek the services of the Federal Mediation and Conciliation Service. When the services of mediation do not resolve the impasse, either party may seek the services of the Federal Services Impasse Panel.

45.5 Negotiability Question: When the Employer believes that a matter is non-negotiable, they will, as soon as possible, but no later than three (3) calendar days, provide the Labor Organization in writing, that part of the proposal which is non-negotiable. The Labor Organization has the right to proceed to the Federal Labor Relations Authority for a determination. The request for determination must be received within fifteen (15) calendar days in accordance with Section 7117(c)(2) of Title VII.

ARTICLE 46 – EFFECTIVE DATE AND TERMS OF BASIC AGREEMENT

46.1 The effective date of this agreement shall be the date approved by Headquarters, Tactical Air Command. If the Agreement is not approved or disapproved within a thirty (30) day period after signature of the parties, the Agreement is considered approved. It shall remain in effect for three (3) years until _____.

This Agreement shall be allowed for an additional three (3) year period on each third anniversary date thereafter unless, between ninety (90) and sixty (60) calendar days prior to any such date, either party gives a written notice to the other of its desire to re-negotiate the Agreement. If such notice is given, this Agreement shall remain in full force and effect until the proposed changes have been negotiated and approved.

ARTICLE 47 – AMENDMENTS AND SUPPLEMENTS

47.1 Provisions for Amendments and Supplements: This Agreement or Attachment(s) may be amended and/or supplemented by mutual agreement of the Employer and the Labor Organization in accordance with this Agreement.

47.2 Effective Date of Amendment(s) and Attachment(s): Amendment(s), Supplemental Agreement(s), and Attachment(s), shall become effective on the date of approval by Headquarters, Tactical Air Command. Time limits for approval, or disapproval, as stated in Article 45 will apply. They shall remain effective concurrent with the basic Agreement.