

MEMORANDUM OF AGREEMENT
BETWEEN
88th AIR BASE WING
AND
LOCAL 225
INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS

Effective June 2005

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PREAMBLE

Pursuant to the policies and objectives set forth in Public Law 95-454 of October 13, 1978, and subject to existing laws and regulations in effect when this Agreement is implemented, the following Articles constitute an agreement by and between the 88th Air Base Wing Commander, Wright-Patterson Air Force Base, Ohio, hereinafter referred to as the Employer, and the International Association of Machinists and Aerospace Workers, AFL-CIO, Mutual Lodge No. 225, hereinafter referred to as the Union.

WITNESSETH:

In consideration of the mutual covenants herein set forth, the parties hereto intending to be bound hereby agree as follows:

WHEREAS it is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal Service and the well being of employees within the meaning of Public Law 95-454, to establish a basic understanding relative to personnel policy, practices and procedures and matters affecting other conditions of employment within the jurisdiction of the Commander, Wright-Patterson Air Force Base, and to provide means for amicable discussion and adjustment of matters of mutual interest at the Wright-Patterson Air Force Base, Ohio.

NOW, therefore, the parties agree hereto as follows:

ARTICLE 1

RECOGNITION AND UNIT DETERMINATION

Section 1.1. The Employer recognizes that the Union is the exclusive representative of all employees in the Unit as defined in Section 1.2 of this Article. The Union recognizes the responsibility of representing the interests of all employees in the Unit with respect to grievances, personal policies, practices, procedures, and all other matters affecting their general working conditions.

Section 1.2. The recognized Unit includes all nonsupervisory Wage Grade and Wage Leader employees assigned to and serviced by the Civilian Personnel Flight of the 88th Mission Support Squadron (88 MSS/DPC), Wright-Patterson AFB; except portions of the Civil Engineer Directorate, 88 ABW/CEMPH and CEMWH, but including the pipe fitting operations contained in those sections. Excluded from the recognized unit are all management officials, supervisors, National Air and Space Intelligence Center personnel, and employees described in 5 U.S.C. Sections 7112 (b)(2),(3),(4),(6) and (7).

ARTICLE 2

RIGHTS AND OBLIGATIONS OF THE EMPLOYER

Section 2.1. Subject to Section 2.2 of this Article, nothing in this Article shall affect the authority of any management official of the Employer –

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 agency, 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 agency operations shall be conducted;

(3) With respect to filling positions, to make selections for appointments from –

(a) Among properly ranked and certified candidates for promotion; or

(b) Any other appropriate source; and

(4) To take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 2.2. In full accordance with, and for the express duration of, Executive Order 12871 of October 1, 1993, nothing in this section shall preclude the Employer and the Union from negotiating –

on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.

The parties agree that Executive Order 12871 is intended only to improve the internal management of the executive branch and is not intended to, and does not, create any other right to administrative or judicial review, or any other right, substantive or procedural, enforceable by a party against the United States, its agencies or instrumentalities, its officers or employees, or any other person.

Section 2.3. Nothing in this section shall preclude the Employer and the Union from negotiating the procedures which management officials of the agency will observe in exercising any authority under this Article or on appropriate arrangements for employees

adversely affected by the exercise of any authority under this Article by such management officials.

Section 2.4. Whenever language in this Agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Employer retains the sole discretion to assign work and to determine who will perform the function discussed.

ARTICLE 3

MATTERS AND PROCEDURES FOR NEGOTIATION

Section 3.1. Officials of the Employer and officials of the Union are obligated to negotiate in good faith on appropriate matters with the objectives of reaching agreement by the diligent and serious exchange of information and views, and to avoid unnecessarily protracted negotiation. Matters appropriate for negotiation shall include personnel policies and practices, and matters affecting working conditions according to applicable Public Law and Executive Order.

Section 3.2. The point of contact for the notification and/or bargaining obligation by the parties to this agreement shall be the Commander and the President of Local Lodge 225, IAM&AW, or their designees.

Section 3.3. Negotiation is mandatory upon Union request, on procedures for exercising Employer rights, and on arrangements for employees adversely affected by the exercise of the Employer's rights stated in Article 2.

Section 3.4. The Employer's obligation to negotiate does not include matters involving the determination of the mission, budget, organization, and internal security practices. In accordance with, and for the express duration of, Executive Order 12871, negotiations can take place on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.

Section 3.5. If the Employer proposes to change its personnel policies, practices, or matters affecting working conditions, the Employer will notify the Union of such proposed changes in advance of formal notice being provided to affected employees. The Union shall have ten (10) calendar days from the date of a briefing on or receipt of notification of such changes, to submit bargaining proposals. If the Union does not request negotiations, it will be deemed to have not exercised its right to negotiate over that subject or issue. Negotiations shall be scheduled to commence no later than 7 calendar days after receipt of the Union's written proposals. Extension of time frames in this section may be granted upon mutual agreement of the parties. The Union point of contact for this Section will be the Union President or his designee.

ARTICLE 4

RIGHTS AND OBLIGATIONS OF THE UNION

Section 4.1. Commensurate with the provisions of this Agreement, recognized Union representatives shall at all times be free to exercise their responsibility to advance the best interests of, and fully protect, the employees covered by this Agreement, and shall be free from restraint, coercion, intimidation, discrimination, or reprisal because of authorized activities on behalf of the Union. It is further agreed that no union representative shall be denied any right, privilege, or benefits he is otherwise entitled to because of his serving as a Union representative.

Section 4.2. The Employer and the Union shall continue mutually agreeable arrangements for Local, District, and International Union representatives to enter work areas for the purpose of expeditiously transacting appropriate Union business pertaining to the administration of this Agreement, subject to bona fide security consideration.

Section 4.3. The Employer agrees to furnish to the Union new or updated Air Force Regulations/Instructions involving civilian personnel administration or management. Further, the Employer agrees to make available to the Union, upon request, all applicable Office of Personnel Management (OPM) and DoD Instructions, and other resource materials that are normally maintained by the Activity.

Section 4.4. The Union shall be furnished, upon request and not to exceed twice each year, a complete computer listing of Unit employees. The list shall include the name, organization symbol, job series, grade, and step of each employee in the bargaining unit.

Section 4.5. The Union agrees that it shall not call, or participate in a strike, work stoppage, or slowdown, or informational picketing of an agency in a labor-management dispute if such picketing interferes with an agency's operations, or to condone such activity by failing to take action to prevent or stop such activity. Informational picketing will not be conducted on agency property.

Section 4.6. The Union shall be given the opportunity to be represented at:

a. Any formal discussion between one or more representatives of the agency and one or more employees in the Unit or their representatives concerning any grievance or any personnel policies or practices or other general conditions of employment; or

b. Any examination of an employee in the Unit by a representative of the agency in connection with an investigation if:

(1) the employee reasonably believes that the examination may result in disciplinary action against the employee; and

(2) The employee requests representation.

c. The Employer will notify all employees in the bargaining unit, on an annual basis, of their rights according to 5 USC 7114.

Section 4.7. When the Union wishes to conduct a formal membership drive within the bargaining unit on WPAFB, it shall submit a written request for authorization for such drive to the Labor Relations Officer one month in advance of the date of the start of the drive. Such request shall specify the dates for which authorization is requested, not to exceed 20 consecutive workdays in any twelve-month period, the hours of the day, the non-duty areas in specific buildings in which solicitation is desired, and the government facilities the Union wishes to utilize. The parties shall meet to discuss the request and agree to arrangements to be made. This Section does not apply to informal, day-to-day, non-duty time, membership recruitment efforts.

Section 4.8. The Employer will, throughout the life of this Agreement and upon request, provide the Union, to the extent not prohibited by law, data and information:

a. which is normally maintained by the agency in the regular course of business;

b. which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining;

c. which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining; and

d. which is necessary and relevant in the performance of their mutual obligation and responsibility under the law in administering this agreement.

Section 4.9. In accordance with the provisions of the Freedom of Information Act (FOIA), the Employer will honor all FOIA requests involving the Union and the Employees in the Union's Bargaining Unit.

Section 4.10. In accordance with the spirit and intent of Public Law 95-454 and the Partnership precepts contained in Executive Order 12871, the Parties agree that it is to their mutual interest to solve problems informally and at the lowest possible level. Therefore they agree that the following procedure will be utilized to attempt informal resolution of unfair labor practice (ULP) charges (except alleged violations of 5 USC 7116 (b)(7)) prior to proceeding to the Federal Labor Relations Authority (FLRA).

a. Employer Violations

(1) If the Union alleges the Employer committed an unfair labor practice it will file a written charge addressed to Commander, 88th Air Base Wing, Attention: Labor Relations Officer, within six (6) months of the occurrence of the alleged ULP. The written charge will contain: a clear and concise statement of the facts constituting the ULP, including the time and place of occurrence of the particular acts; a statement of the section(s) and subsections(s) of Chapter 71 of Title 5 USC alleged to have been violated; and a statement of the relief sought in resolution of the charge.

(2) The Employer shall, within fifteen (15) calendar days of receipt of the charge, investigate the allegations and meet with the Union to attempt informal resolution of the problems. If the charge is not resolved at the end of fifteen (15) calendar days, the Union may proceed with the charge in accordance with the rules and regulations of the FLRA.

(3) Should an alleged Employer violation come to light in such a manner that Union compliance with this procedure would render a charge untimely with the FLRA, these steps will be waived. In this situation the Union will provide the Employer a copy of the charge at the time it is sent to the FLRA. The Union also agrees to work with the Employer to attempt informal resolution of the charge while the FLRA investigation is proceeding.

b. Union Violations

(1) Allegations of ULPs committed by the Union will be processed in accordance with (a) above, except the Employer will address its charge to the Union President or designee.

(2) These procedures will not apply to allegations of Union violation of 5 USC 7116 (b) (7) which involves a strike, work stoppage, or non-informational picketing. In these cases the expedited procedure provided for the rules and regulations of the FLRA shall apply.

ARTICLE 5

UNION REPRESENTATION AND OFFICIAL TIME

Section 5.1.

a. The Employer shall recognize all full-time, non-employee representatives of the Union. The Union shall keep the Employer advised of the names of such full-time representatives.

b. The Employer agrees to recognize upon written receipt of notification and on a continuing basis, all Officers, Chief Stewards, Alternate Shop Stewards, and Chairman of the Union Shop Committee as certified by the Union. The Union shall be responsible for keeping the Employer advised of any changes to the original certification. The point of contact for any such changes to the certification shall be the Labor Relations Officer who shall be responsible for assuring proper notification to all affected areas. An updated comprehensive listing of Shop Stewards and Officers will be provided to the Labor Relations Officer during the months of February and August.

c. The Union shall have the sole right to name its representatives and the areas that those representatives shall service in the administration of this Agreement. The number of Stewards shall be determined by a ratio of one (1) Steward to every twenty (20) employees within the bargaining unit. In designating these Stewards and their respective areas the Union shall give due consideration and regard to the mission of the Agency, and no more than two (2) Stewards shall be appointed from the same shop. The designation of Stewards shall insure that all employees of the bargaining unit have access to a Steward, Chief Steward, or Officer. All Union officials will be qualified employees able to deal thoughtfully and reasonably with issues of concern to employees and Management. The Union will assure this.

Section 5.2.

a. The Employer shall recognize one (1) Chairman of the Union Shop Committee, and two (2) Chief Stewards.

b. In the absence of the Chairman, on leave or TDY, the President, or his designee, may function in his place.

c. The Chairman of the Shop Committee or the Union President will be the principal point of contact between the Employer and the Union with respect to any questions concerning the administration of this Agreement that cannot be resolved at the Steward or Chief Steward's level. The Chairman shall be responsible for providing guidance and assistance to the Chief Stewards and Stewards and to assist them in administering this Agreement.

d. Consistent with mission and workload considerations, the work schedule of the Chairman and the Chief Stewards shall be arranged to permit effective and timely

consultation with management officials and/or Union representatives on matters concerning the administration of this Agreement. This does not include internal Union business.

e. Authorized union representatives shall be permitted to use existing government telephones and computers for local use in conducting appropriate labor management relations business arising out of the administration of the Agreement. It is understood that these devices will not be used for solicitation of membership or dues or other internal Union business. Mass e-mails to the bargaining unit may be sent only with the express approval of the Labor Relations Officer.

Section 5.3. In those rare instances in which the official duties of an employee, who is also a Union representative, are so demanding, confined, or restricted (as with a one of a kind job) as to make the release of that employee for official Union-Management business connected with administration of this Agreement a problem, the Union and the Employer agree to work out mutually acceptable methods of solving the problem.

Section 5.4a.

(1) The Union is authorized two (2) half-time representatives on official time. If the bargaining unit membership decreases below 300 members, this subsection will be opened for renegotiation. No more than one (1) half-time representative will be authorized from a shop with fewer than twenty (20) bargaining unit members. However, the two (2) half-time representatives at the time the agreement goes into effect are grandfathered so that the provisions of the preceding sentence do not apply to them. These two (2) representatives can take up to twenty (20) hours of official time per week in four (4) hour increments, which will be either the first or the last four (4) hours of the workday or both. The Union will schedule the hours of official time and notify management of changes at least seven (7) calendar days in advance. Normally the official time schedule of these representatives will not be disturbed or altered except for emergency workload or mission considerations. If either of the two (2) half-time representatives are unable to use their official time, due to mission or scheduled annual leave, they may appoint a shop steward to act on their behalf. The shop steward's time will be counted against the above-mentioned unused official time. Release of a shop steward to perform this duty is subject to supervisory approval. That decision is based on workload and mission requirements. If permission cannot be granted, the supervisor will inform the steward of the reason for denial.

(2) Representational duties by shop stewards are limited to steps one and two of the grievance procedures. Official time will not exceed two hours for each step of the grievance procedure. Normally, one of the half-time representatives will handle step two and above grievances. Half-time representative time used for two and above is limited to two hours; this is above and beyond the 20-hour per week cap cited in Section 5.4.a.1. The Chairman of the Union Safety Committee will be authorized three days of official time for attendance at the All-Ohio Safety and Health Congress & Exhibit which will be at Union expense. The Chairman of the Union Safety Committee will be authorized official time to attend the Base Safety and Health Council meetings. A representative of an employee whose grievance is being resolved in an arbitration

hearing, if functioning as the Union Technical Advisor for the hearing, is entitled to up to eight (8) hours of official time for preparation, and for the official time actually spent in the hearing itself. No other official time for representational purposes is authorized for Shop Stewards unless specifically authorized by the terms of this Agreement otherwise authorized by the Employer.

Section 5.4b. All matters pertaining to internal Union business shall be conducted during non-duty hours. Non-duty hours are defined as that time before and after the employee's assigned hours of duty and during unpaid lunch periods. Following are examples of internal Union business matters not authorized to be conducted on official time:

- (1) Membership solicitation
- (2) Membership meetings
- (3) Steward meetings
- (4) Collection of assessments or dues
- (5) Circulation of authorization cards or petitions
- (6) Solicitation of signatures on SF-1187's or 1188's
- (7) Internal campaign and election activities
- (8) Distribution of Union literature

Section 5.5. Any Union representative shall first obtain permission from his immediate supervisor before leaving his work area to transact Union-Management labor relations business during duty hours. Approval will be granted promptly, workload permitting, but not later than the completion of the next scheduled workday, unless dire circumstances exist. If permission cannot be granted, the supervisor will inform the Union representative of the reason for the denial. Upon request by the Representative, the reason for such denial will be provided in writing.

a. Union representatives will make every effort to ascertain the availability of the individual whom they desire to contact prior to leaving their work areas. When entering a location other than his own, the steward or Union representative will advise the supervisor of his presence and identify the person he wishes to see. The responsible supervisor will promptly make this person available in the absence of compelling circumstances. If permission cannot be granted because of compelling circumstances, the employee shall be released as soon as these circumstances cease to exist.

b. Meetings between the Union representative(s) and the individual(s) shall be conducted in an atmosphere conducive to the completion of the business and giving

consideration to the need for privacy. The Union representative and the employee may be authorized to go to the Union Office for the transaction of the business and such permission shall be promptly authorized at the discretion of the supervisor.

c. If the purpose of a Union Representative's going to a location other than his own shop is to hold a meeting with management, not connected with the investigation of a grievance or dispute, the Union representative will normally make an appointment for such a meeting with the management representative with whom he wishes to meet. When called from such appointments, the management representative will normally arrange to meet within the hour, if the matter to be discussed is urgent. If this is not possible or the matter to be discussed is not urgent, the management representative will normally schedule the meeting before the end of the management representative's next scheduled work day.

d. Union representatives shall return to their own work areas promptly after performing the duties for which they left. They will report to their own immediate supervisor upon their return. The immediate supervisor will complete the AFMC Form 949 each time a Union representative uses official time for proper labor relations matters. The supervisor will provide a copy of the completed AFMC Form 949 to the Union representative and forward the AFMC Form 949 to the Labor Relations office. If the supervisor approves official time and lacks an AFMC Form 949, the approval will be in writing and the Union representative will be provided a copy.

Section 5.6. In the interest of achieving continuity and stability in Union representation, the Employer will, to the maximum extent permitted by work load and manpower requirements, assign Union Officers, Chairman of the Union Shop Committee, and Chief Stewards to work on the day shift, Monday through Friday, and assign stewards to the shift and work hours to which they were assigned at the time of their election or appointment, or the time the contract is signed, whichever is later. The above representatives and officers will not be changed from one work shift or work location to another if there are other available, qualified employees within the organization. In this regard, if any of the above Union representatives or officers are moved, they will be the last employee within their classification affected by a work load change to be moved, and the first returned. Exceptions to the provisions of this Section may be made by mutual agreement between the cognizant Union and Employer representatives.

Section 5.7. The Employer agrees to grant time off without charge to leave or pay for up to two individuals selected by the Union to participate in any program or to attend any function that the Union President and the Labor Relations Officer or Employer jointly deem beneficial to the labor management relations program. In those instances where the Union President desires to utilize this provision, he/she shall give the Labor Relations Officer or Employer a minimum of one (1) weeks notice. Further, this provision shall not be used more than once during every two (2) month period unless mutually agreed to by the parties.

Section 5.8. To the extent consistent with workload, manpower, and mission considerations, as determined by the Employer, Shop Stewards under this Agreement will be released on official time, without loss of pay or charge to leave, for attendance at formal Union sponsored Steward training seminars. Such release will not exceed eight (8) hours in any given twelve (12) month period, and applies to release only to the extent the employee is otherwise in a duty status. A written notice will be furnished to the Labor Relations officer, or designee, listing all desired attendees, the date, time, and location of the seminar, and will be provided by the Chairman of the Shop Committee, or designee, a minimum of two (2) weeks in advance of the scheduled training session. It is understood and agreed that a verification attendance log will be provided to the Labor Relations Office, no later than three (3) workdays following the seminar.

ARTICLE 6

RIGHTS AND OBLIGATIONS OF THE EMPLOYEE

Section 6.1. In accordance with Public Law 95-454, employees shall have the right, freely and without fear of penalty or reprisal, to form, join and assist the Union, or to refrain from any such activity, and each employee shall be protected in the exercise of this right. The freedom of employees in the Unit to assist the Union shall extend to participation in the management of the Union and acting for the Union in the capacity of a Union representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority. A supervisor, however, may not participate in the management of the Union or act as a Union representative. Nor may any employee in the bargaining unit participate in the management of the Union or act as a Union representative if his participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or the official duties of the employee.

Section 6.2. Employees shall be informed by the Agency of the benefits prescribed in Public Law 95-454 via the Wright-Patterson Air Force Base Bulletin (January and September), the base newspaper (June), and civilian personnel information items posted in each shop on the official shop bulletin board, of the right to exercise these benefits without interference, restraint, coercion, reprisal, or discrimination. Further, the Employer will apply the provisions of the Agreement fairly and equitably to all employees of the Unit. No action will be taken by members of management that will either encourage or discourage membership in the Union.

Section 6.3. Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deductions.

Section 6.4. The Employer agrees that the workplace should be free of intimidation, coercion, harassment, and unsafe working conditions and that no reprisal will be tolerated against employees for the exercise of their rights under this agreement or under law, rule, or regulation.

Section 6.5. The Employer agrees to keep the employees informed in a timely manner of whom the employee's immediate supervisor is to include temporary supervisors. The Employer will post notification of temporary supervisory assignments on a bulletin board in the work area. When conflicting orders are given, the employee will follow the last order given by a supervisor in the employee's chain of supervision, providing the employee informs the supervisor giving the most recent order of the conflict with orders previously given.

Section 6.6. Employees have the right to present their views to Congress, the executive branch, or other authorities and to otherwise exercise their First Amendment rights without fear of penalty or reprisal.

Section 6.7. Employees shall have the right to direct and fully pursue their private lives, personal welfare, and personal beliefs without interference, coercion, or discrimination by the employer so long as such activities do not conflict with job responsibilities, or are not of such major import or significance that job responsibilities can no longer be fulfilled, or are not of such significance to adversely impact the Air Force and its mission. Employees, individually and collectively, have the right to expect and to pursue conditions of employment which promote and sustain human dignity and self respect.

Section 6.8. Employees are expected to observe, respect, and comply with the laws, regulations, rules, and provisions of this Agreement that govern their Air Force employment.

Section 6.9. Employees shall be protected against reprisal of any nature for exercise of their appeal rights or lawful disclosure of violations of law, rule, or regulation, mismanagement, gross waste of funds, abuse of authority, or a substantial and specific danger to public health or safety.

Section 6.10.

a. Upon request, the supervisor will provide the employee with a copy of the AF Form 971 (Supervisor's Employee Brief) on that employee.

b. Records of counselings for misconduct on an AF Form 971 shall be removed no later than one year from the date of entry. Records of counselings for performance on an AF Form 971 shall be removed no later than one year from the date of entry unless the employee has received an unsatisfactory performance rating within that year or if a performance based action has been proposed or taken.

c. Counseling sessions will be conducted in private with the concerned employee.

d. Counseling shall be reasonable, fair, and used constructively to encourage employee improvement in areas of conduct or performance. It will not be viewed as a disciplinary action.

ARTICLE 7

DISCRIMINATION COMPLAINTS

Section. 7.1. In reading and interpreting the language of this Agreement, it is the intent of the parties that all references to the masculine gender as “he,” “him,” and “his” shall include references to the feminine gender as well.

Section 7.2. The Employer and the Union agree to full and unequivocal cooperation with each other in eliminating all discrimination and to assure that all personnel programs, policies, assignments, et cetera are free of discriminatory practices, and that all employees are treated equally without regard to age, race, creed, color, handicap both physical or mental, religion, sex, national origin, union membership, or any other difference among those employees which, in itself, bears no functional relationship to merit and fitness for accomplishing the duties for which they are employed or assigned.

Section 7.3. The Union agrees that it will not unlawfully discriminate against any individual in exercising its duty and responsibility under the law.

Section 7.4. Where discrimination is found to exist, the Employer and the Union agree to take whatever steps are necessary to resolve the situation.

Section 7.5. Any complaint based on allegation of discrimination because of age, race, creed, color, handicap both physical or mental, religion, sex, or national origin may be processed under either the negotiated grievance procedure in Article 32 or through the discrimination complaint process, but not both concerning identical matters.

Section 7.6. The Union will establish its own internal EEO Committee. The Union will advise the Employer of the membership of the EEO Committee, and the Employer will recognize the certified Committee persons for the purpose of representing employees aggrieved by any alleged discriminatory treatment. In presenting an EEO complaint, a member of the bargaining unit may be represented, if he chooses, by one of the Union EEO Committee persons. A Union EEO Committee member selected to represent an employee will be permitted a reasonable amount of official time to present the complaint.

Section 7.7. No official of the Employer or the Union shall interfere with, impede, restrain, coerce, intimidate, or take reprisal against any employee for appearing, testifying, or furnishing evidence in the process of adjudicating an EEO complaint. If any employee formally files a timely EEO complaint in accordance with appropriate procedures, the complainant shall be assured of expeditious processing of his complaint in accordance with those procedures. When a finding of discrimination is made, the directed remedy will be taken expeditiously. The Employer will report to the Union once each 15 calendar days following the decision with respect to progress.

Section 7.8. The Commander will appoint two Union designated nominees to the Commander's Quarterly EEO Committee. The Union shall designate one of these individuals as the Primary Union representative and the other shall be designated as the Alternate. The Alternate designee shall serve on the Committee only in the absence or unavailability of the Primary representative. Should other EEO Advisory committees be established in organizations which contain bargaining unit members, the Union will be entitled to one member of such committee(s). Such nominee(s) will have the same rights and responsibilities as all other members of the committee(s) and should attend the committee meetings.

ARTICLE 8
HOURS OF WORK

Section 8.1. The Employer will staff shifts and tours of duty based on the provisions of the 11 July 1994 Executive Memorandum, Subject: Expanding Family-Friendly Work Arrangement in the Executive Branch, encouraging the evolution of the “family friendly” workplace. The Parties agree to pursue work schedules and other mutually beneficial workplace innovations, such as the Credit Hour program (to include flextime as appropriate with supervisory approval), through the mechanisms created in the Wright-Patterson Partnership Council.

Section 8.2. The employer agrees to the following:

- a. The administrative workweek for the bargaining unit shall be seven (7) consecutive days beginning at 0001 Sunday through 2400 on the following Saturday. The basic workweek normally consists of five (5) eight-hour (8-hour) days, Monday through Friday.
- b. Breaks in working hours of more than one (1) hour shall normally not be scheduled in any basic workday.
- c. Generally, an employee will be scheduled to work the same hours each day of the basic workweek.
- d. The basic workday shall normally not exceed eight (8) hours.
- e. The occurrence of holidays shall not affect the designation of the basic workweek.
- f. Lunch periods shall not be scheduled less than three (3) hours or more than five (5) hours after the start of the workday without the mutual consent of the employee and the supervisor.
- g. Employees may be authorized rest periods up to fifteen (15) minutes during each four (4) hours of work, in accordance with applicable regulations.

Section 8.3. A minimum of seven (7) calendar days notice must be given to both the Union and the employee(s) when employee(s) are to be assigned a different tour of duty or to different hours of duty, except when legitimately determined by management that the organization would be seriously handicapped in carrying out its functions or that costs would be substantially increased.

Section 8.4. Procedures for Selection for Assignment to Night Shift or an Uncommon Tour of Duty.

a. When such assignments are to be temporary in nature, the Employer will specify the duration of the assignment prior to the solicitation of volunteers.

b. All qualified volunteers for the night shift will be utilized first, with selections based on seniority. In the event there are not enough qualified volunteers, qualified employees will be selected in the order of their appearance on the shop roster. The employee with the least seniority will be chosen first. Adjustments to accommodate personal convenience must have the concurrence of the supervisor.

c. Once employees are voluntarily assigned to a night shift, their assignment will continue for a minimum of six (6) months and will not usually be disturbed except by employee written notification or elimination of the need for their services on the shift. The written notification to be taken off the voluntary shift will result in the employee being taken off the shift no later than three (3) pay periods after the notification has been submitted. It is understood that a voluntary tour of night shift does not exempt an employee when his or her name appears for assignment to a night shift on the shop roster. In the event there are more volunteers than needed within any specified grade or skill, the manner in which employees are to be selected shall be fair and equitable.

d. In the event there are not enough qualified volunteers, selection will be made of qualified employees in the order of their appearance on the shop roster. The employee with the least seniority will be chosen first, etc.

e. Once employees are assigned to a night shift, their assignment will continue for a minimum of two (2) pay periods. Non-volunteers will not serve on the permanent rotating night shift for any longer than two (2) pay periods. Volunteers may remain on the night shift for an indefinite period. Volunteers and non-volunteers alike may be taken off night shift at management's discretion for business-based reasons such as: training, workload, etc.

f. Rosters will be kept for a minimum of two (2) years of all assignments to night shift work in order to assure equity. These will be reviewed with the Union in cases of concern.

g. The above procedures do not apply when an application will result in a new employee serving on the night shift alone. In such instances, the Employer will assign the employee to a shift where this can be avoided until the Employer determines the employee can perform the work independently.

Section 8.5. Procedures when the Employer Intends to Abolish, Suspend, or Establish a Shift.

a. The Employer will provide the Union with a written notice explaining the reasons for the change. The employer will provide this notice at the earliest practicable date.

b. On or after the Union's receipt of the Employer's written notice, the Employer will inform employees of the potentiality for the change.

c. The Union has seven (7) calendar days to submit a written reply to the Labor Relations Officer.

d. The Employer will fully consider the Union's reply and will provide the Union with a written answer to each Union suggestion and concern.

e. The Employer may implement the change fourteen (14) calendar days after the Union's receipt of the Employer's reply. Employees will be informed of the change through their chain-of-command after the Union's receipt of the Employer's reply.

f. The Union recognizes that this procedure applies except when legitimately determined by the Employer that the organization would be seriously handicapped in carrying out its function or that costs would be substantially increased.

Section 8.6. When applicable, schedules and records of shift assignments shall be posted on bulletin boards in each work area.

Section 8.7. The Employer will provide a reasonable amount of time consistent with the nature of the work performed for employees to clean up and to complete necessary reports and paperwork prior to the end of the workday. In the same manner, a reasonable amount of time will be allowed employees for the storage, clean up and protection of Government property.

Section 8.8. Section 5.6 of this agreement applies to all shifts.

ARTICLE 9

SENIORITY

Section 9.1. When the term “seniority” is used in this Agreement, it shall mean the employee’s Service Computation Date (SCD) as shown on his most recent Standard Form 50, Notification of Personnel Action.

Section 9.2. Temporary, intermittent, and probationary employees shall not be entitled to seniority under the provisions of this Agreement unless they have been continuously employed in the bargaining unit for more than 120 days.

Section 9.3. Seniority will be used to break a tie between employees as required by the provisions of this contract any time the employees are equal in all respects. An example of this is the assignment of overtime. If five employees have worked forty hours of overtime, then the seniority rule is used to break the tie between the five employees.

ARTICLE 10

OVERTIME

Section 10.1. Except as may be affected by the application of an approved Alternative Work Schedule (AWS), overtime is generally any work performed in excess of 40 hours in any one administrative workweek provided such work is either directed, or is “suffered or permitted” in accordance with the provisions of the Fair Labor Standards Act. In addition, and subject to an applicable AWS waiver, any directed work performed in excess of 8 hours in any one day shall be considered overtime under the provisions of Title 5, U.S. Code. The employee shall be paid in accordance with whichever law provides the greater benefit in each administrative workweek.

Section 10.2. The decisions to use overtime and the amount of overtime to be used are decisions reserved to management. It is understood that employees may be required to perform overtime work, and are expected to perform this work in accordance with the same rules and procedures that govern their performance during their regular tours of duty. The procedure for assuring equitable and fair distribution of overtime is a joint decision between the parties, and shall be as follows:

a. Opportunity for overtime assignments will be distributed and rotated equitably over a 12-month period among qualified employees within their classification, shop, and shift. Overtime will not be assigned as a reward or penalty. It is understood that factors such as TDY, leave, continuity of short-term jobs, annual adjustment, etc. can cause temporary imbalance in overtime distribution. Any employee who feels he is being denied an equitable amount of overtime opportunity may discuss the matter together with his Shop Steward or Union Representative, with the appropriate supervisor.

b. Upon an employee’s return from TDY, any overtime hours worked while on the said TDY, will be added to the total overtime hours on that employee’s shop roster. Total overtime hours includes those overtime hours accrued in the shop and while on TDY.

c. Employees who are offered overtime but decline shall be considered to have worked the number of hours offered for purposes of computing equitable distribution among volunteers. Employees scheduled for overtime, who fail to report for ANY reason, will be charged with the number of hours for which they were scheduled. Normally, employees will not be offered or directed an overtime assignment if they are not in a duty status during the four hour period immediately preceding the overtime requirement. An employee on such non-duty status will, upon notification to his/her supervisor of availability, will be considered for overtime assignment. This policy is subject to the mission and manpower requirements as determined by the Employer. If all employees who are offered overtime decline, or if a sufficient number of employees to meet overtime requirements are not secured from volunteers, then the Employer may direct employees to perform overtime on a fair and equitable basis. Overtime hours shall be annotated to reflect the employee's declination of overtime hours as well as the

hours actually worked, whether by volunteering, or by direction. No employee shall be charged with overtime in accordance with this section because of exercising his right to utilize annual or sick leave if such leave was scheduled and approved prior to being asked for the overtime assignment.

d. The Employer agrees to maintain a written record of overtime worked, and overtime offered, but declined. This record shall be kept on a continuous basis as follows: On the first regular workday following 1 January of each even numbered year, the previous year's overtime record will be updated by subtracting the lowest total hours of overtime from all totals by classification, shop/zone, and shift. The remainder will be carried forward with daily additions as overtime is worked and/or declined throughout the year. On the first regular workday following 1 January of each odd numbered year, all overtime records will be reset to zero. The Steward may consult with the supervisor concerning the assignments of overtime in an effort to keep the overtime work equitable among all employees. The overtime roster shall be conspicuously posted in each shop and shall be kept current.

e. The record so maintained shall include the names of employees by classification, shop, and shift; overtime hours each has worked to date; and hours offered but declined over the same period. Overtime records shall be kept separate from holiday time records and emergency call-in records.

f. Newly hired employees assigned to a shop shall be credited with overtime in the amount of the highest overtime credited to employees in the same classification and shift in the shop to which they have been newly assigned.

g. Current employees who are assigned to one shop and moved or detailed to another shop shall inherit the highest total overtime hours by grade and job series existing in the detailed or assigned to shop. Upon completion of the detail, all overtime worked in the organization to which the employee was detailed shall be added to the overtime previously credited to him in his parent organization.

h. The Employer shall notify affected employees of the requirements for overtime work promptly after establishing firm overtime requirements. When the overtime assignment involves other than regular duty days, the employer will make every reasonable effort to provide notice at least two (2) days in advance of the overtime assignment. Similarly, the Employer will make reasonable efforts to advise employees of required overtime with a minimum 24-hour advance notice, whenever the requirement falls on a regular work day.

i. Employees who are not permitted to perform overtime work because of permanent medical limitation imposed by the Occupational Medicine Flight shall not be listed on the overtime roster. Those whose limitations are temporary as certified by the Occupational Medicine Flight shall be considered as declining all overtime assignments during the limitation period, unless the Employer determines

overtime is required in the employee's light duty assignment and the employee is not likely to exceed his restrictions.

j. It is understood and agreed that upon reasonable request by an Area or Chief Steward, or other Senior Union Official, management will provide a hard copy of the Overtime Roster for the requested shop. Such requests will be responded to as soon as practicable but no later than one workday following the request, and will normally be picked up in the Civilian Personnel Office.

k. Employees required to work overtime in excess of two (2) hours will be authorized a rest period of fifteen (15) minutes near the end of their regular eight (8) hours, or as soon thereafter as possible. A lunch period will not be authorized during the overtime period unless the overtime extends beyond four (4) hours.

Section 10.3. The Employer agrees that employees may be excused from performing overtime work if other qualified employees are available and willing to work in their place, providing such substitution does not result in any additional wage cost to the Employer. The supervisor will be notified of such substitution as far in advance as reasonably possible.

Section 10.4. An employee called back to work outside of and unconnected with his basic workweek shall be paid a minimum of two (2) hours pay, regardless of whether he/she is required to work the entire two (2) hours. All employees assigned to shops with on-call requirements will perform on-call duties. Those who volunteer for the duty will be on-call for two consecutive weeks each time it is their turn. Non-volunteers will be required to perform the duty for one week. On-call duties will be rotated equitably among all employees in each shop.

Section 10.5. Emergency Service Call Shop Roster. Rules described below apply only to Most Efficient Organization positions in the 88th Civil Engineer Directorate. The Employer will maintain separate emergency service call-in rosters where functional areas require. Overtime hours worked by employees will not be considered or added to the regular shop overtime rosters. The Emergency Service Call Shop Roster will be maintained and kept with the Emergency Service Call Book. The provisions covering the distribution of overtime as outlined in this Article will be used as applicable where applied to emergency call-in situations. The Employer and the Union agree that the use of On-Call Rosters may not be necessary in each section. The Employer agrees to fully consider any Union requests to reduce the number of shops identified for On-Call. The Employer will reply to any written requests in writing.

Section 10.6. Employees required to perform standby duty during a period of overtime will be carried in a pay status and compensated at the appropriate overtime rate. Standby duty, as defined in this section, means a work situation that is intermittently interrupted but requires the employees to remain at or near their duty stations. It is understood that the employee may be assigned other duties during the period of interruption. Normally, such duty assignments will be reasonably related to the employee's position.

ARTICLE 11

ANNUAL LEAVE

Section 11.1. Approval of an employee's request for annual leave shall be granted on a fair and impartial basis, to the maximum extent permitted by work load requirements and provided the employee gives his supervisor reasonable advance notice.

a. If annual leave is denied, the employee shall put his request in writing and the supervisor shall give his reasons for denial in writing.

b. Requests for annual leave for emergency reasons will be approved upon submission of a justifiable explanation for the absence. When requesting emergency annual leave, contact with the appropriate supervisor or management official will normally occur within two hours after the beginning of the requester's tour of duty, or as soon as practicable given the circumstances of the emergency. At this time, the employee will make his supervisor aware of the reasons and the duration of the requested emergency annual leave.

Section 11.2. The Employer will consider leave requests of one (1) week or more received from the employee before 15 January of each calendar year for those employees who have sufficient leave due and accrued, and such request will be approved in accordance with the following policy:

a. If more employees in the same job series and grade in the same shop want leave at the same time than can be spared, as determined by the Employer, employees with the most seniority in accordance with their Service Computation Date will be given preferential consideration.

b. Employees who cannot be spared in accordance with "a" above will be given an opportunity to select another choice of vacation period within one (1) week of notification that they cannot be spared, and then the procedure in "a" above will prevail, except that the Service Computation Date will be binding.

c. The Employer will notify employees requesting vacation time off of the tentative approval or disapproval of their request no later than 20 January. Annual leave schedules for the leave year will be established by 31 January each year.

d. An employee may make a change from the vacation time previously approved if that change does not disturb the approved choice of another employee. In the event such a change is possible under these conditions, it will be approved, and the official schedule will be revised accordingly.

e. Approved requests for such leave shall not be denied at a later date, unless a bona fide emergency exists which cannot be met without cancellation of that leave. In

this event, an employee whose leave has been cancelled for the convenience of the Employer shall be given priority consideration for their choice of an alternate leave period, and this choice shall not in any way disturb the leave of other employees scheduled during the period chosen. Employees who do not apply for their vacation by 15 January shall be granted leave on a first-come first-served basis. It is mutually agreed that no employee will be permitted to monopolize desirable annual leave periods in connection with holidays to the continuous disadvantage of employees with less seniority. Approved vacation schedules shall be available for review in each shop or unit as soon as possible after final approval is made, but no later than 31 January.

Section 11.3. Employees will be permitted, to the maximum extent permitted by work load requirements, and encouraged to use all annual leave accrued during the leave year - in order to avoid the possible loss of annual leave at the end of the leave year. Leave must not be denied or canceled for arbitrary or capricious reasons.

Section 11.4. Any employee having annual leave to his credit may apply for leave, and such leave with pay shall be approved, for any workday which occurs on the employee's birthday, or religious holiday associated with the religious faith of the employee, unless an emergency exists which does not permit his absence on that day.

Section 11.5. In the event of a death in the family, the employee may be granted emergency annual leave, sick leave (under provisions of the Family Friendly Leave Act), or leave without pay in the event of insufficient leave balances. Family member is defined as a spouse, and parents thereof, children, including adopted children, and spouses thereof, parents; brothers and sisters, and spouses thereof, and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Section 11.6. In instances where an employee is instructed to take annual leave at a time other than at the specific time initially requested, the Employer agrees that the required change will be based on justifiable factors that are reasonable and equitable and which do not discriminate among employees.

Section 11.7. The Employer agrees to post on bulletin boards in the unit, or in the absence of a bulletin board, to disseminate to each employee, procedures for requesting annual leave. The phone numbers to be called in an emergency will also be posted. The phone numbers to be called will include the supervisor, an alternate, and an emergency number.

ARTICLE 12

SICK LEAVE

Section 12.1. Sick leave is a right granted to employees by federal statute for use when: (1) incapacitated for the performance of their duties due to illness, injury, pregnancy or child birth; (2) for medical, dental or optical examination or treatment; (3) to provide care to family members due to exposure to a communicable disease as determined by local health authorities; (4) for situations outlined in the Family Friendly Leave Act of 1994; and (5) in connection with adoptions. Specific provisions concerning these entitlements are outlined below.

Section 12.2. Sick leave shall be granted to employees when they are incapacitated for the performance of their duties provided that employees not reporting for work because of incapacitation for duty furnish notice to their supervisor or acting supervisor by telephone, normally within two (2) hours after the beginning of their scheduled work shift. The employee is responsible for making every reasonable effort to insure that notification is made. When reporting, the supervisor will be furnished the employee's name, work area, reason for absence, and estimated duration of absence. If the employee finds that he will be absent beyond the original estimated time, he will report this to his supervisor, indicating the reasons for the continuing absences.

Section 12.3. If the employee cannot notify or locate the immediate supervisor, or acting supervisor, then the employee may call higher level management following the chain of command in order to report an illness. The Employer agrees to post on bulletin boards in the unit, or in the absence of a bulletin board, to disseminate to each employee, procedures for requesting unscheduled sick leave. The phone numbers to be called in an emergency will also be posted. The phone numbers to be called will include the supervisor, an alternate, and an emergency number.

Section 12.4. Except as hereinafter provided, employees shall not be requested to furnish a medical certificate to substantiate a request for sick leave unless such leave exceeds three (3) work days continuous duration. Employees usually will not be required to furnish medical documentation to support absences unless there is reason to believe that the employee is abusing his or her sick leave privilege or the supervisor has given the employee official written notice that he or she will be required to furnish a medical certificate covering each absence from work allegedly due to illness. The supervisor will inform the employee when a sick leave abuse problem is suspected. The supervisor may counsel the employee prior to a written leave abuse letter being issued. Leave abuse letters will not be filed in the employee's official personnel folder. It is further agreed that the supervisor will review the sick leave record of each employee required to furnish a medical certificate for each absence, which the employee claims was due to incapacitation for duty, at least semi-annually, and upon request of the employee, quarterly. Where such review reveals no specific evidence that the employee has abused the sick leave privileges during the review period, the employee will be notified in

writing that a medical certificate will no longer be required for each absence which is claimed as due to illness for periods of three (3) days or less.

Section 12.5. In the event an employee is absent because of incapacitation for duty and does not obtain professional medical attention, sick leave for the period, if due or accrued, shall be granted upon submission of administratively acceptable evidence other than a medical certificate except for an employee required to provide such a certificate under the provisions of Section 12.4.

Section 12.6. Sick leave, when necessary, shall be granted to the extent due or accrued for prearranged medical, dental, or optical examination or treatment. Sick leave for these purposes will be applied for in advance, with minimum amounts of leave requested.

Section 12.7. If an employee furnishes administratively acceptable evidence showing that the employee's absence was necessary to care for a member of his or her family who was ill with a disease requiring isolation, quarantine, or restriction of movement for a particular period of time by regulations of local health authorities, sick leave will be granted.

Section 12.8. In accordance with the Family Friendly Leave Act of 1994, employees may use sick leave to:

a. Give care or otherwise attend a family member (as defined by the law) during an illness, injury, or medical appointment. Employees are entitled to up to 40 hours per leave year for this purpose; and if they maintain a sick leave balance of at least 80 hours, up to 104 hours may be used for family care. This is administered as if the employee were using the leave for his own medical situation and the same rules concerning documentation, making requests, etc. apply.

b. Attend or make arrangements for the funeral of a family member.

Section 12.9. Employees may use sick leave in connection with activities surrounding the adoption of a child. These include appointments with adoption agencies, social workers and attorneys, court proceedings, required travel, etc. Supervisors can request documentation to support use of sick leave for these activities.

Section 12.10. Employees who are unable to work because of serious illness or serious disability may, upon request, be granted advanced sick leave, not to exceed thirty (30) days when:

a. The employee does not have a current letter requiring the furnishing of a medical certificate for each absence claimed as sick leave as provided in Section 12.4 hereof;

b. There is no evidence indicating that the employee is contemplating resignation or retirement; and no evidence that the employee's separation from the service is being contemplated by management;

c. There is reasonable evidence, substantiated by a doctor's certificate, that the employee will be capable of returning to work for a sufficient period to earn the amount of leave advanced.

d. When, in the supervisor's judgment, there are mitigating circumstances in individual cases, sick leave may be advanced as provided above even though any or all of the criteria listed above are not met. It is understood and agreed that an employee cannot be indebted for more than two hundred forty (240) hours (30 days) sick leave at any time.

Section 12.11. For the purpose of authorizing sick leave, it is agreed and understood that supervisors will not be considered medical authorities competent to make accurate medical diagnosis of an employee's illness or injury. This is not intended to mean that a supervisor may not recognize symptoms of illness or injury, nor is this intended to mean that a supervisor may not attempt to act in the interest of an employee's welfare when symptoms appear to require professional medical attention. It is intended to mean, however, that a supervisor may not deny sick leave on the basis of that supervisor's own personal independent judgment as to medical matters.

Section 12.12. No employee sent home by the Occupational Medicine Flight shall be required to submit a medical certificate for that day. However, if the employee is required to be absent for more than the day sent home, the provisions of Section 12.2, 12.3, and 12.4 above apply.

Section 12.13. When an employee who is recovering from an injury or illness obtains from a doctor or medical officer a recommendation for assignment to light duty, the Employer, to the maximum extent possible, will provide light duty assignments for a reasonable period of time, or for such time as prescribed by the Occupational Medicine Flight, in an effort to avoid placing such employees on involuntary leave.

Section 12.14. If a supervisor has knowledge, either openly or in confidence, of an employee's disease or emotional condition, and the disease or emotional condition has no adverse affect upon his work, then the supervisor will take no actions which will have the effect of harassing or penalizing the employee because of the supervisor's feelings about that disease or emotional condition.

Section 12.15. When an employee reports to the Occupational Medicine Flight for a job related injury, and is released to see a personal physician, the employee will not be required to use leave on the same day as the injury.

Section 12.16. If an employee loses time because of a job related injury, that employee may elect to use annual or sick leave or may receive continuation of pay for the period of disability not to exceed 45 calendar days within 90 days of the injury. (Continuation of pay may also be used for doctor's appointments and/or physical therapy within the same time period for up to 4 hours per day.)

ARTICLE 13

LEAVE WITHOUT PAY

Section 13.1. Employees in the Unit elected or appointed as delegates to a union convention or other such function, which necessitates an absence from the activity for periods not to exceed 40 calendar days in any one year shall be granted leave without pay, subject to the reasonable requirements of the Employer, provided 14 day advance notice is given. If the number of such employees requesting leave for these purposes at any one time creates a problem for the Employer, the number shall be subject to mutual agreement between the parties.

Section 13.2. No more than two employees in the bargaining unit who accept full-time positions as Union representatives will be granted leave without pay for up to one year, with option of renewal, provided:

a. The employee submits his initial or renewal request no later than one month in advance of the date the leave is to be effected; and

b. His position can be filled by temporary promotion, temporary assignment, or by temporary appointment, either at the time of initial request or at the time of request for renewal.

Section 13.3. Leave Without Pay (LWOP) is a temporary nonpay status and an authorized absence from duty granted upon the employee's request, or when the employee has insufficient annual or sick leave, or compensatory time available to cover an approved absence. An employee does not have to exhaust annual leave before requesting LWOP. LWOP cannot be imposed as a penalty, nor can an employee be required to apply for LWOP in lieu of suspension. It must not be confused with absence without leave (AWOL) which is charged for unauthorized absence or absence for which the employee's leave request was denied or unjustified. The granting of LWOP is a matter of administrative discretion except as specified below.

a. By law, grant LWOP in the following two circumstances to:

(1) A disabled veteran to cover an absence for medical treatment related to a service-connected disability.

(2) A member of the Reserves or National Guard to perform military training duties.

b. By regulation, if the employee has followed leave procedures, the granting of LWOP is mandatory under the following circumstances:

For protecting an employee's status and benefits pending action by the Office of Workers' Compensation Programs (OWCP) on a claim resulting from a work-related

illness or injury or during a period the employee is carried on the rolls while being compensated by the OWCP. NOTE: If an employee who is receiving compensation payments is separated, it is more administratively difficult to return them to duty than if they had been retained in an LWOP status.

ARTICLE 14

HOLIDAYS

Section 14.1. Employees shall be entitled to all holidays now prescribed by law and any that may be added by law or Executive Order.

Section 14.2. A rotational system based on a roster initially ranked and utilized in order of seniority (SCD) will be established to assure equitable holiday work assignments insofar as the requirements of the mission will permit and in accordance with the skills required. Suitable records of holidays worked and declined in accordance with Section 14.3 must be maintained by unit supervisors to assure that each employee receives substantially the same consideration. These records shall be maintained by the supervisor and can be reviewed by the Steward.

Section 14.3. The Employer agrees that employees will be excused from working on a holiday if other qualified employees are available and willing to work in their places, providing such substitution does not result in any additional wage cost to the Employer. The supervisor will be notified in advance of such substitution.

Section 14.4. Employees working on a holiday outside their basic workweek shall receive the same pay, plus any applicable shift differential, as they would normally receive on an overtime day plus any appropriate holiday pay as prescribed by law and regulation.

Section 14.5. Employees working on a holiday within their basic workweek shall receive holiday pay plus their hourly rate and appropriate shift differential for all hours not to exceed eight (8) hours, worked on a holiday. Hours worked, in excess of eight (8) on a holiday will be compensated for in accordance with applicable law and regulation.

Section 14.6. The provisions of this Article are not applicable to employees holding intermittent appointments.

ARTICLE 15

PAYDAYS

Section 15.1. Consistent with governing regulation, paychecks will automatically be distributed electronically to each employee in the bargaining unit. To the extent it is within the control of the Employer, electronic direct deposits will be received at financial institutions by 1200 hours on payday Friday. In the event a holiday occurs on Friday, the direct deposits should be received by the financial institutions the previous day.

Section 15.2. The parties agree to comply with the Debt Collection Improvement Act of 1996 which mandates that all federal payments, which includes civilian wage and salary payments, will be electronically transferred unless an employee submits a waiver certifying that EFT would cause them an undue hardship and the waiver is permitted by meeting the necessary requirements. To the extent it is within the control of the Employer, paychecks will be mailed in time for each employee to receive his paycheck on payday. It is understood and agreed that neither the Employer nor the Defense Finance and Accounting Service (DFAS) are responsible for delays caused by the distribution system of the U.S. Postal Service.

ARTICLE 16

EMPLOYEE SERVICES

Section 16.1. All hand and shop tools including tool boxes and stands will be furnished by the Employer. Basic tool lists will be compiled for each appropriate job classification, and the responsible Steward may make recommendations in regard to establishment of the contents of each list.

Section 16.2. The Employer and the Union agree that employees will be provided the proper level of Personal Protective Equipment (PPE) consistent with the governing laws, rules, and regulations. The terms of the MOA titled "Employee Options for Obtaining or Repairing Safety Shoes in the 88th Civil Engineering Directorate," dated 2 May 2003, remains in effect as long as it remains consistent with governing laws, rules, and regulations.

Section 16.3. Employees assigned to washing operations will be provided appropriate facilities and equipment as required to accomplish the job.

Section 16.4. The Chairman of the Union Shop committee will meet with the appropriate Vehicle Control Officer (VCO) in order to convey problems of vehicle utilization adversely affecting employee working conditions. The VCO will review the situation relative to his organization's mission. If he finds that the apparent solution requires higher authority for resolution, he will then submit the problem to the Division Chief. He will then inform the Chairman of the Union Shop Committee, in writing, of the Division Chief's decision.

Section 16.5. The Employer agrees to furnish adequate locker space, wash-up and shower facilities and toilet facilities. Employees who work in the field away from the shop shall be provided toilet facilities within a reasonable distance from their work site.

Section 16.6. Employer agrees to furnish prompt transportation to and from the job site if the job site is not in close proximity to the employee's assigned work center. The Employer agrees that reasonable transportation arrangements will be made to assure that employees working away from their assigned work center are afforded the opportunity to obtain lunch. In this regard the convenience of the affected employees will be given every reasonable consideration. It is also agreed that the Employer will provide periodic checks for transportation needs of employees who have been assigned to remote job sites. For employees requesting it, the Employer agrees to furnish employees transportation to all meetings called by management when those employees are required to attend the meetings.

ARTICLE 17

CIVIC RESPONSIBILITIES

Section 17.1. Court leave is granted to a permanent or temporary employee with a regularly scheduled tour of duty (part-time or full-time). Employees serving on an intermittent or when-actually-employed basis are not eligible for court leave. Court leave is granted to eligible employees for the purpose of performing jury duty in a Federal, State or Municipal court or to serve as a witness on behalf of any party in connection with any judicial proceeding to which the United States, the District of Columbia, or state or local government is a party.

a. The employee shall provide written evidence of his service to the court, including the amount of the fees paid him. The remuneration of such fees to the Agency shall be accomplished in accordance with the rules and regulations of the Defense Civilian Pay System (DCPS) and the Defense Finance and Accounting Service (DFAS).

b. An employee is not entitled to court leave for witness service on behalf of a private party; however, the employee may be granted annual leave or leave without pay for such service.

Section 17.2. If an employee is called for jury duty, he shall promptly notify the Employer in order that arrangements may be made for his absence from the activity.

Section 17.3. An employee requesting time off to vote is excused without charge to leave for the amount of time necessary to permit him to report to work three hours after the polls open or to leave work three hours before the polls close, whichever requires the least amount of time off. Normally, when the polls are open three hours before or three hours after the employee's regular duty hours, no time off is granted. When the general rule stated above does not permit sufficient time for voting, the employee may be excused additional time but not more than one workday. Additional allowable time will be granted, based on objectively verifiable data supplied by the employee to his immediate supervisor.

Section 17.4. The employees voting in jurisdictions where registration in person is required are granted time off to register on substantially the same basis as for voting. However, no time off is granted without charge to leave if the employee can register on a nonworkday and round trip travel can be accomplished in one day.

Section 17.5. The Employer agrees to open all major gates on election days at a time when the majority of employees are being excused for voting and will make every effort to move traffic with a minimum delay.

Section 17.6. The Employer and the Union mutually agree that employees in the Unit will be encouraged to participate in bona fide and approved charity drives. However, in no instance shall the Employer or the Union exercise undue pressure on an employee to

contribute to a charity to which the employee objects. The parties hereto also agree that no preferential treatment will be given nor reprisal be made against an employee who contributes to or refrains from contributing to any charity drive.

Section 17.7. An eligible full-time employee who is a member of the Reserves or National Guard accrues 15 days of military leave each fiscal year and may carry forward into succeeding fiscal years any unused military leave up to a maximum of 30 days. An eligible employee is granted any military leave available to them prior to the use of annual leave or leave without pay when ordered to active duty unless this would result in a forfeiture of annual leave. Requests for military leave must be supported by a copy of the orders which is forwarded to the Customer Service Representative (CSR) with the Time & Attendance sheet. Upon return to duty the employee is required to submit to the supervisor, a certification by the appropriate military officer that the active military duty was performed, which is also sent to the CSR.

Section 17.8. Excused absence is an administratively authorized absence from duty without loss of pay or charge to leave as approved by the leave approving supervisor. The commander is authorized to excuse employees for brief periods for any other reasons that are deemed to be in the best interest of the public or the Air Force. An employee who can be spared without interference to essential operations or obligations may be excused to participate as a volunteer in emergency rescue or protective work during an emergency such as fire, flood, or search operations. Normally, such participation is limited to a maximum of 5 days per year. An employee may not be excused from duty without charge to leave for the purpose of performing Reserve, or National Guard duty which would otherwise be covered by military leave.

Section 17.9. Subject to mission and manpower considerations, employees desiring to participate in the blood donor program, or voluntarily contributing blood to any blood bank, may be excused without loss of pay or charge to leave for up to four (4) hours on the days such donations are made. Travel time determined by the Employer to be necessary to go to and from the place for giving blood may also be granted without loss of pay or charge to leave in addition to the above. Employees who require more time for recuperation may be excused for up to eight (8) hours upon recommendation of a physician. Unit employees that are on 2nd or 3rd shift may request, and may be granted, a temporary change of shift, with no loss of shift differential, to facilitate the giving of blood.

ARTICLE 18
WAGE SURVEYS

The International Association of Machinists and Aerospace Workers, AFL-CIO, will be granted all rights, privileges, representations, and benefits accruing to them under the provisions of governing law, rule, and regulation as they pertain to locality wage surveys. Allegations that such entitlements have been denied will be processed in accordance with the negotiated grievance procedure in this Agreement.

ARTICLE 19

INCENTIVE AWARDS

Section 19.1. Both Management and the Union agree that the organization benefits by recognizing the achievements of employees. The incentive awards program can be used to reward an employee's efforts on a single project/assignment or to recognize consistent performance of duties over time which exceeds management expectations. A variety of monetary and honorary awards have been established for this purpose. Supervisors are encouraged to be familiar with the various types of awards available and to use them. It is agreed that any employee having direct knowledge of an employee in the bargaining unit whose efforts warrant consideration of an incentive award may submit a written recommendation to that effect to the appropriate line supervisor for his/her consideration. The Union will be furnished upon request with a product for the previous rating cycle detailing the total number of awards, the total number of employees, the total monetary value of the awards, and the total of the annual salaries of the rated employees as of the date the product was run. This information will be broken into two categories, bargaining unit members, and all other appropriated fund employees serviced by the 88th Mission Support Squadron Civilian Personnel Flight.

Section 19.2. The Employer encourages all employees in the Unit to take part in the Innovative Development through Employee Awareness (IDEA) Program which presently uses an automated system.

a. The IDEA Program Data System (IPDS) provides all Air Force users access from any Air Force desktop computer. Individuals can access IPDS at the following Uniform Resource Locator (URL): <https://ideas.randolph.af.mil>.

b. It is the intent of the Employer that all IDEAs be processed in a timely and expeditious manner. In this regard, it is agreed that every reasonable effort will be made to reduce processing times for IDEAs. Necessary action will be taken to expedite evaluation of the IDEA. A maximum number of four authorized delays per evaluation level are authorized, which can be requested from 3, 5, 10, or 180 work days. If the submitter encounters unreasonable delays in receiving a final determination on the approval or disapproval of a submitted IDEA, he or she may, if desired, take the matter up directly with the IDEA Program Manager. If still not resolved to the submitter's satisfaction, the submitter may elevate it to the MAJCOM IDEA Program Manager or AFMA/MAPI office.

c. It is agreed that at the time the decision is made to approve an IDEA, the submitter will be notified that the IDEA has been approved. A monetary award may be granted to the submitter after approval.

Section 19.3. Disapprovals will be input into IPDS with reasons for the disapproval. If the submitter disagrees with any part of an evaluation (e.g. job responsibility, evaluation, or award), he or she has up to one year after the closing action to input a reconsideration

into IPDS under the same number, with the IDEA number receiving an “R” behind it, e.g., 2004-3999R. The submitter is limited to one reconsideration. He or she must provide additional evidence; new material, information or rationale; a new approach; or clarification of significant issues. Mere disagreement with the evaluation is not justification for reconsideration. It will be evaluated one level higher than the original approval or disapproval.

ARTICLE 20

POSITION CLASSIFICATION

Section 20.1. The assignment of duties is a unilateral prerogative of the Employer. Once duties are assigned, the duties and responsibilities of positions will be classified in accordance with governing statutes and with criteria published by the Office of Personnel Management (OPM) and the Agency.

a. Each employee will be furnished a copy of his position description or core document, as applicable and will be provided a copy of any subsequent changes when they occur.

b. Employees are free to discuss the duties of their positions with their supervisors and may be accompanied by a Union representative at any such discussion. If there is disagreement between the employee and his supervisor as to whether a task or responsibility required of the employee should be included in the employee's job description, the duty will be included provided that duty accounts for fifteen (15) percent of the employee's time.

Section 20.2. Employees may appeal the classification of their positions at any time in accordance with Department of Defense Civilian Personnel Management Service (DCPMS) and OPM appeal procedures.

a. Any dissatisfaction with the position description, in terms of its representing an accurate description of the job that management has determined will be performed as compared with the duties characteristically assigned by the supervisor, must be resolved before a classification appeal is accepted.

b. Employees appealing the classification of their position may be represented by the Union.

c. In the process of preparing an appeal, classification standards and procedural advice will be made available to the employee and his representative, upon request.

d. An employee in an active duty status will be granted a reasonable amount of official time for the preparation of a classification appeal.

Section 20.3. The Union will be provided a copy of all reclassified bargaining unit position descriptions or core documents. Reclassified means, for the purposes of this article, whenever a position description or core document is signed and dated by the classification specialist. Additionally, the Union will be notified whenever the application of new job grading standards results in the change to lower grade of any bargaining unit employee. The above will be done so that the Union can be kept abreast of major changes which take place in the bargaining unit, and so that the Union may properly counsel any affected employees.

Section 20.4. To the extent practicable, all employees will be given fair and equitable treatment with regard to job assignment in general and with regard to menial or dirty tasks which will be rotated equitably to the degree practicable.

a. Once management has established the pool of employees for a specific augmentation duty, rotating augmentee rosters will be established based upon series, grade, and shop. The possible augmentee duty (duties) will be listed for each roster in the heading. Assignment from the roster will be in reverse seniority order with the least senior employee(s) being assigned first.

b. The Union understands that in certain circumstances due to criticality of skills, employees in certain series will be exempted from augmentee duties in order to ensure mission accomplishment.

Section 20.5. Custodial type duties will not be assigned to employees without full consideration of the personal dignity of the employee and the type and level of his regular duties and responsibilities as listed in his position description.

Section 20.6. The Union will be furnished copies of position descriptions and/or classification standards on an as-needed basis, upon request. Normally such requests will be based on an employee's expressed dissatisfaction with his current classification.

Section 20.7. Classification studies/surveys are performed periodically in connection with implementation of a new classification standard, or to study a specific occupation. If such studies involve bargaining unit positions, the Union will be notified in advance of any such study/survey. Upon request, the Union will also be briefed on the results of any such study or survey.

Section 20.8. When the term "such other duties as assigned," or its equivalent, is used in a position description or core document, the term is mutually understood to normally pertain to tasks related to a position which are insignificant to the performance of normally assigned duties or do not affect the classification of the position. It is further understood and agreed that the term "such other duties as assigned" will normally not be used as a basis for the routine assignment of duties unrelated to the principle duties of the employee's position except on an infrequent basis and under conditions which are reasonably related to the accomplishment of the mission.

Section 20.9. Nothing in the article is intended to be inconsistent with applicable law.

ARTICLE 21

CHANGES IN BARGAINING UNIT WORK

Section 21.1. When realignment of the work force within the bargaining unit, or changes in the technology of performing work, adversely affect members of the bargaining unit, the Employer agrees to fully negotiate with the Union over the impact and implementation of such realignment or changes with a goal of minimizing the impact of such realignment or new technology within the bargaining unit; and further agrees that the decisions resulting from such negotiations will be reduced to writing, and a signed copy given to the Union.

Section 21.2. It is understood and agreed that the Union will be notified of any contracting out cost study affecting members of the bargaining unit. Reasonable efforts will be made in accordance with applicable regulations to minimize adverse personnel actions as a result of any ultimate decision to contract out.

Section 21.3. The Union in no way waives any of its rights under public Law 95-454.

ARTICLE 22
PROMOTIONS

Section 22.1. Air Force promotion policy is based on strict conformance with merit principles. Identifying, qualifying, evaluating, or selecting candidates must be made without regard to political, religious, labor organization affiliation or non affiliation, martial status, race, color, sex, national origin, nondisqualifying physical handicap, or age and must be based solely on job-related criteria according to legitimate position requirements. A sound promotion program, properly administered and fully supported by managers and employees at all levels, is essential to the staffing of an effective and highly motivated civilian workforce. The Union will assist the Employer in improving employee understanding of the Merit Promotion Program.

Section 22.2. In merit promotion actions, selection for promotion from a properly ranked and certified list of candidates is a nongrievable right of the selecting official. Questions as to whether the list is properly ranked and certified are grievable under the negotiated grievance procedure in this Agreement.

Section 22.3. Vacancy Announcements

a. Vacancy announcements will be issued for all positions in the Unit. These positions will be announced for self-nomination and will remain open for a minimum of 5-calendar days prior to the closing date for filing an application.

b. Such announcements shall clearly state by definition or reference the minimum qualifications, as well as the evaluation criteria to be used in evaluating and ranking candidates. All employees in the bargaining unit shall have the right to submit an application for such promotional opportunities, and no employee shall be screened out or disqualified except for the reason that the employee fails to meet the basic eligibility, legal or regulatory requirements. Ineligible candidates can check the status of their application to determine the reasons for their ineligibility.

Section 22.4. Selection shall be made for merit reasons only. Selection shall not be based on nepotism nor on “friendships” which can be reasonably shown to have exerted a disproportionate influence on either ranking or selection.

Section 22.5. Employees interviewed for a position vacancy who are not selected will be notified orally or in writing by the supervisor filling the position of the name of the person selected and the reasons for that selection. This notification will take place within five working days after approval of the selection by the Civilian Personnel Flight. Employees on any specific promotion roster will, at their request, be provided counseling and information which will assist them in understanding what may be done to improve their opportunities for promotion, in the future, on a like promotion roster.

Section 22.6. Selections for position vacancies in the bargaining unit filled by merit promotion action will be made from the top fifteen “best qualified” candidates submitted from a properly ranked and certified list. One additional name may be certified for each additional vacancy and/or declination. As a minimum, the selecting supervisor will review the Official Personnel Folder of each interested candidate on the referral list. Interview is optional. Candidates will be referred in rank order. Upon assumption of staffing duties by the Air Force Personnel Center, this section ceases to be in effect.

Section 22.7. When full competitive procedures apply, the minimum area of consideration for unit vacancies shall be all employees serviced by the 88th MSS CPF within the commuting area.

Section 22.8. An employee may, if he or she has a question as to the accuracy of the information pertinent to him or her in the automated personnel system, review the information against his or her electronic and/or hardcopy Official Personnel Folder, with the assistance of a Human Resources Specialist. The employee may be represented by his or her Steward or Chief Steward during this review. If the employee is to be represented in this manner, he or she must provide a consent statement to the representative.

Section 22.9. Employees are responsible for submitting to the Personnel Office, for filing in their Official Personnel Folders, records of all details of less than thirty days which are outside their normally assigned duties. An OF 612 will be used to record such details. These details will only be eligible for coding in the automated personnel system after the accumulated time equals or exceeds thirty days. Details to duties other than those normally assigned require verification of the supervisor. Such details will be recorded on the AF Form 971. Details to duties outside an employee’s official classification of thirty consecutive days or more will be officially documented in the employee’s Official Personnel Folder.

Section 22.10. The Employer agrees that employees serving at a lower grade with grade retention entitlements will receive those entitlements in accordance with Title 5, United States Code.

Section 22.11. This article applies only to bargaining unit employees who are eligible for merit promotion consideration.

Section 22.12. Post Audit of Promotion Actions. To the extent permitted by applicable law and regulation/AFI’s, the Union may post-audit a bargaining unit promotion action in conjunction with the processing of a grievance under the Negotiated Grievance Procedure.

ARTICLE 23

REDUCTION-IN-FORCE

Section 23.1. The Employer agrees to notify the Union of pending RIF actions, at which time the Union may make its views and recommendations known concerning the implementation of such RIF actions. The Employer will also inform the Union in writing of any changes, from the previous RIF, in RIF laws, rules, regulations, policy, or local practices. The Union has ten (10) calendar days after receipt of the Employer's written notification to request bargaining regarding those changes. Bargaining is limited to the impact and implementation of those changes.

Section 23.2. In the event of a RIF, existing vacancies may be utilized to place employees in continuing positions who otherwise would be separated from the service.

Section 23.3. All Group I (Career) or Group II (Career-conditional) employees separated by RIF shall be placed on the Reemployment Priority List (RPL) for all positions for which they are qualified and available unless the employee declined a RIF offer of assignment under applicable laws, rules and regulations. Separate lists are maintained for full-time and less than full-time employees. All such persons must apply to be placed on the list in order by tenure group and subgroup. All such employees will be rehired in temporary and permanent positions for which qualified and available in accordance with their service computation date in each tenure group and subgroup. It is understood that acceptance of a temporary appointment will not alter the employees rights to be offered permanent employment, provided he is otherwise eligible for a continuing appointment. This Section does not preclude higher priority lists; this Section refers only the "Reemployment Priority List."

Section 23.4. The Union agrees to appoint two (2) members of the Unit as the Union's focal point for all activity associated with RIF actions. In addition, the Union will appoint an alternate RIF representative to function in the absence of the primary representatives.

a. Members of the Civilian Personnel Flight (CPF) will provide information to the Union representatives, and their alternate, in the function of RIF. Such information will encompass the procedures, regulations and other pertinent aspects of the RIF process to insure that the subject representatives will be fully informed and capable of understanding the RIF process.

b. At any time that the CPF determines a RIF must be carried out, and members of the Unit are among those to be included in the RIF, the Union RIF representatives will be alerted and given a briefing regarding the need and reasons for conducting the RIF.

c. When the CPF has completed planning for the RIF cycle, but prior to the distribution of RIF letters to the affected employees, the Union RIF representatives will be given a full and complete briefing of all actions taken which directly affect any

members of the Unit. After the CPF has completed the bump and retreat process, and before the numbers are announced to employees, the Union RIF representatives will be given the proposed RIF numbers. The Union representatives will be given the opportunity to ask questions regarding the actions to be taken, and complete answers will be given as they pertain to the Unit members.

d. The Union RIF representative will be given the opportunity to view any RIF documents that pertain directly to a Unit member, when designated by the affected unit members as his representative. Such examination of RIF documents will be conducted in cooperation with one of the CPF RIF monitors. All persons who have access to RIF information will maintain the confidence of such information until officially released.

Section 23.5. The Union shall be furnished a list of the names and classifications of Unit employees affected by RIF actions, including all updates to such listing. After the effective date of the RIF, the Union will be provided the names and adjusted service computation dates for employees entering the bargaining unit through RIF.

Section 23.6. The Employer will, upon written request by the Union, supply a copy of the RIF retention register dealing with employees in the bargaining unit. Such requests will not exceed more than one per RIF cycle and will only apply in RIF cycles where 50 or more bargaining unit employees are known to be affected by RIF actions. The Employer will provide monthly updates to this RIF retention register. Such updates will provide the bargaining unit employee's name, present classification and organizational assignment, pending classification and organizational assignment, and the identity of any bargaining unit employee(s) being additionally displaced by such actions.

Section 23.7. RIF placement grievances are limited to actions effected on the effective date of RIF and within the prescribed limits cited in Article 32.

ARTICLE 24

TRAINING

Section 24.1. The Employer will establish training programs consistent with need and available resources.

Section 24.2. Employees will be selected for training on a fair and equitable basis taking into consideration the needs of the Agency.

Section 24.3. The Union will be kept advised of all formal training programs in the bargaining unit, and of the progress in the formal training programs. Opportunity to participate in additional job-related training will be given to every employee who desires or needs training and meets the standards and requirements established by appropriate authority. The final determination as to these training needs and the propriety of meeting such needs will be made by the Employer.

ARTICLE 25

SAFETY

Section 25.1. The Employer agrees to provide a safe and healthful work place and environment for all employees in the bargaining unit and agrees to correct or control as soon as possible unsafe or unhealthful conditions, practices, or policies within the control/capability of the Employer. The Union shall cooperate fully with the Employer in an effort to implement and administer safety programs and will encourage employees to follow safety rules and regulations.

Section 25.2. Where Division, Branch, or Section Safety meetings are established, the Union Steward will meet on a periodic basis (normally each month) for the purpose of discussing and resolving specific safety and health problems and to recommend measures for the elimination or control of conditions hazardous to the health and safety of employees in the bargaining unit. When such meetings are held, the Union Steward will be released from work to attend the meeting, unless a crisis situation would result from his absence. In this event, the Union Steward will appoint an ad hoc representative who is releasable. All Stewards shall receive the minutes of their own Safety meetings. In the Divisions, Branches, or Sections in which formal Safety meetings are not established, the Union Steward will be recognized by the Employer as the Union Safety Representative when the safety and health of employees are involved. In the course of performing their normally assigned work, Stewards, supervisors, and employees will be alert to observe unsafe practices, equipment, and conditions, as well as environmental conditions in their immediate area which represent industrial health hazards. If an unsafe or unhealthy condition is observed, the Shop Steward or the employee should report it to the cognizant supervisor immediately responsible for the work situation. If the safety matter is not settled by the immediate supervisor and the Shop Steward, and if the immediate safety or health of employees is not involved, the matter shall be referred to the Branch Safety Representative and the Chairman of the Union Safety Committee for appropriate action.

Section 25.3. If an employee believes any work situation places him/her in imminent danger to his/her safety or health, then the supervisor, or the employee, with the supervisor's knowledge (if available), shall immediately contact the Division Chief or the designated representative for immediate action. Until certification is made by the Division Chief that the situation does not place the employee in imminent danger to his/her safety or health, the supervisor shall not require any employee to work in that situation. If further action is required, the employee or the supervisor may call the appropriate staff office (Safety Office, Military Public Health Service, or Fire Protection Branch) for assistance in determining whether or not imminent danger exists.

Section 25.4. It is acknowledged that certain tasks performed involve a degree of hazard. To the extent feasible and practical, the employer agrees to fully evaluate the need for

protective devices and safety equipment in performing such work. To the extent possible, an employee who is engaged in work which is potentially hazardous shall not be required to work alone or beyond the call and observation of other employees. Management will endeavor to ensure that employees shall not be sent alone into potentially hazardous conditions.

Section 25.5. Shop stewards will be released on official time in accordance with Section 5.4a to attempt resolution of safety grievances or potential safety grievances. This can include consultation with union officials as part of this process.

Section 25.6. The Employer will conduct safety training programs and indoctrination of employees in specific safety hazards as determined necessary. The below listed occupational and environmental work situations will be given priority consideration to determine the need for special safety training. Reasonable numbers of employees in high risk areas will be trained to meet emergency situations. Such training will be conducted during regular duty hours.

AREAS OF SPECIAL SAFETY TRAINING

Asbestos hazards	Construction hazards
Mercury Handling	Caustic acid and other burn chemicals
Oxygen burn and safety of handling	Cyanide gas - safety, etc.
Electrical shock	Fire hazardous areas – CO2 precautions in case of fire or accidental CO2 actuation
Handling of radioactive material	Radiation hazard

The Employer agrees to provide hazardous communications training to all bargaining unit employees. For employees whose work requires specialized first aid or safety program training, such training will be conducted during regular duty hours. The employees and the employees' representatives can recommend training for first aid and safety but the right to determine the training required and the amount of training is retained by management. It shall be the responsibility of the Employer to establish and maintain an effective and comprehensive occupational safety and health program as required by Public Law 91-596.

Section 25.7. The Employer will notify the Union President of all lost time accidents involving employees of the bargaining unit. The job related injury report will include

the employee's full name, office symbol, work phone number, date of injury, and location of injury.

Section 25.8. The Employer agrees that all Government trucks and passenger carrying vehicles that transport employees shall always be in safe driving condition and equipped with safety equipment. Cargo carrying vehicles shall not be used to transport employees while loads are being carried, unless cargo potentially hazardous to passengers is secured against shifting in transit and special provisions have been made for seating personnel. The operators of such vehicles shall be in possession of valid and current Government operator's license qualifying them to operate the class of vehicle to which they are assigned.

Section 25.9. The Employer agrees to furnish adequate light and heat in each shop or work area.

Section 25.10. Adequate equipment will be provided to maintain temperatures in steam pits or tunnels at a level which is determined by Bioenvironmental Engineering to be safe to perform work when employees are required to work in such pits or tunnels.

Section 25.11. No employee shall be required to work in any environment in which the rated noise level is higher than recommended as maximum safe levels by Bioenvironmental Engineering. In higher-rated environments, ear defenders and/or space baffles or other engineering techniques must be used in such a way that the resulting actual decibel impact on any employee's ears will not exceed the maximum, unprotected, noise level as determined by Bioenvironmental Engineering.

Section 25.12. Employees working on or around explosives, fuels, or other flammable materials (such as truck drivers hauling or loading liquid propellant or other fuels), or freight loaders working on or around aircraft, shall be prohibited from performing work around such flammables when there are severe lightning storms in the vicinity. This rule shall apply to all employees in the bargaining unit.

Section 25.13. All persons working on or around paint spraying operations shall be provided with the necessary respirators if actually working on paint spray; and if working in the vicinity, sufficient ventilation and fresh air will be made available for the health and safety of those working in the area; otherwise, no one shall be required to work in the area other than the painters, and they shall have all possible protection from the vapors and other byproducts created by the spray process.

Section 25.14. The Chairman of the Union Safety & Health Committee, the Chairman of the Union Shop Committee, or the Union President will be consulted (in advance) of functions required to be performed under approved waivers to established safety or health directives. The parties recognize that requests for and approval of waivers are a unilateral right of management. This is not intended to mean that the union agrees to any such waivers.

Section 25.15. The Employer recognizes that the Chairman of the Union Safety and Health Committee and the Shop Stewards are the exclusive representatives of the bargaining unit members on grievances regarding safety issues and in general on safety matters.

Section 25.16. Subject to reasonable workload and mission requirements, the Employer agrees to allow release, on official time, of the Union Safety Representative to accompany a local Base Safety Representative where a safety related grievance or complaint results in a safety inspection. Additionally, when a routine annual Base Safety Inspection is to take place in a location where bargaining unit employees are assigned, the Union Safety Representative, subject to the above release provisions, will accompany the 88 ABW Safety Representative. In the event that the Union Safety Representative is unable to be released, or is unavailable due to leave or TDY, the Chairman of the Shop Committee will function as his alternate.

ARTICLE 26

TRAVEL

Section 26.1. Employees shall not be required to travel except under conditions and procedures prescribed by the DOD Joint Travel Regulations. Further, employees required to travel in the performance of assigned duties shall be paid and shall receive allowable per diem and travel allowances as provided by applicable regulations. The parties understand that travel will be scheduled during duty hours except where mission requirements do not make this possible. Overtime pay will be paid for travel outside duty hours to the maximum extent permitted by applicable regulations. The hours of duty while on TDY will be based on operational requirements.

Section 26.2. It is understood and agreed that employees may be required and are expected to perform temporary additional duty travel in order to accomplish the mission assigned to the Employer. It is further understood and agreed that the travel of employees shall be directed only for those purposes and by those means as are clearly in the best interest of the Government. When such temporary additional duty travel is necessary, the desires, convenience, and comfort of the employee will be considered to the maximum degree consistent with the mission assigned. Employees on temporary additional duty travel are expected to exercise the same care in incurring expenses that a prudent person would exercise in traveling at his own expense.

Section 26.3. A standard travel order shall be issued to employees required to travel beyond a 75-mile radius of WPAFB when their absence will be for more than ten consecutive hours. When required to travel within the 75-mile radius, the employee, upon request, shall be provided a written statement signed by appropriate authority directing the travel. Confirmatory travel orders shall be prepared in those instances where the employee was required to travel beyond the 75-mile radius and/or in excess of ten hours and was not anticipated in advance. Travel in excess of eight hours, but less than ten hours, shall be paid at the overtime rates to the extent permitted by applicable regulations.

Section 26.4. For the utmost economy in use of travel funds, Government transportation shall be used to the maximum extent possible. The Employer will avoid scheduling employees to travel in military configuration aircraft and only when no other alternatives are available will such travel be required. For purposes of clarifying the intent of this section, other possible alternatives would be the scheduling of Government passenger carrying configured aircraft (i.e., aircraft equipped with adequate seating and proper safety equipment and on regularly-scheduled or intermittently-scheduled flights), either commercial or Government land or sea transportation, or commercial air transportation. In the event Government air is not available, travel by commercial carrier (air, rail, or bus) will be authorized. Prior to final determination of the mode of transportation for employees required to perform travel, the convenience of employees at the job site shall be fully considered. In this connection and to the degree permissible, the following alternatives, when requested, will

be considered, subject to prudent concern over the amount of travel time involved and physical demand on employees:

- a. Authorization to drive privately owned conveyance (POC), limiting the liability of the Government to the cost of the alternative available mode of travel as prescribed in Joint Travel Regulations, Volume II.
- b. Authorization to drive privately owned conveyance, limiting the liability of the government to mileage for the vehicle and per diem for the driver and authorized passengers. The Defense Table of Official Distances (DTOD) is the official distance determination.
- c. Authorization to utilize a General Services Administration (GSA) car or commercial rental car will be approved where most practical and advantageous to the Government. For GSA and commercial rental cars, mileage is typically not paid. Rental fees and fuel charges are normally the only reimbursable items.
- d. Authorization to drive privately owned vehicles at no cost to the Government.

Section 26.5. Where the nature and location of the work at a TDY station is such that suitable meals cannot be obtained at the temporary duty station, reimbursement will be authorized for necessary round-trip transportation from the temporary duty station to the nearest place where suitable meals can be obtained, provided a statement of the necessity for such travel accompanies the travel claim.

Section 26.6. It is understood that an employee in a travel status is entitled to reasonable hours of rest and will not be required to perform travel during unreasonable hours at night if sleeping accommodations are not available on the mode of transportation. It is understood that availability of transportation, need to accomplish the mission and other related factors will dictate the scheduling of travel. However, first consideration will be given to scheduling travel during working hours. In this connection, when travel is required outside working hours, consideration of the employee's personal comfort in respect to allowing reasonable hours of rest and adequate time for arranging accommodations shall be a determining factor. Reasonable hours for beginning travel are considered to be 0600 hours or later; for purposes of this Agreement, reasonable hours for completion of travel are considered to be 2400 hours or earlier.

Section 26.7. The use of Government quarters during a temporary duty assignment shall be governed by the Joint Travel Regulation, Volume II, for civilian employees.

Section 26.8. For purposes of this Agreement, travel assignments are defined as work assignments performed outside the confines of WPAFB. Travel assignments shall be rotated equitably among employees within organizational elements (shops and classifications) to the extent permitted by the character of the work to be performed, the skills required, and the availability of the employees. An employee selected for an assignment involving travel may request to be excused and such request will be

favorably acted upon provided other qualified employees are available and will accept the assignment. In cases of request for excusal, the reasons for denial will be explained to the employee and his Union representative, if so desired.

ARTICLE 27

PARKING

Section 27.1. New or revised parking plans will be an appropriate subject for negotiations in accordance with Public Law 95-454 and Article 3 of this agreement.

Section 27.2. The Union will be provided with copies of the maps identifying permit parking places and the data used during the annual review procedure to ensure that all organizations are in compliance with the Base parking plan. This does not preclude grievances during the year over violations of the Base parking plan. However, the Union may notify the Base Traffic Engineer in an attempt to obtain resolution of this problem. This in no way waives the Union's right to grieve violations of the Base parking plan.

Section 27.3. The Union shall be authorized six (6) parking permits which, when prominently displayed in the windshield of a car, will permit the driver who is on official Union business to park in a visitor zone without regard to posted time limits.

ARTICLE 28

BULLETIN BOARDS

Section 28.1. Existing Union bulletin boards shall continue to be designated for the exclusive use of the Union. Additions, deletions, or changes may be made for reasonable cause by mutual agreement between the Union and the CPF at any time that either party requests changes to be made. Placement of relocated or new boards shall be by mutual agreement between the Union and the Labor Relations Office. The Union agrees to supply the Employer with a master listing of the locations of existing Union bulletin boards no later than the effective date of this Agreement.

Section 28.2. Notices concerning Union recreational and social activities, Union elections and appointments, results of elections for Union officers and Stewards, and Union meetings do not need Civilian Personnel Office approval provided such notices are confined to factual information and are not editorialized. Copies of such notices will be supplied, for information purposes, to the CPF at the time they are posted. All other information to be placed on Union bulletin boards will be posted only by mutual consent of the Union and the Labor Relations Officer. All costs incidental to the preparation and posting of material will be borne by the Union.

Section 28.3. The Union is responsible for posting and removing material on its bulletin boards and for maintaining them in an orderly condition. The Employer may post information on the Union bulletin board, of interest to employee members of the Unit (e.g., job openings, training opportunities, schooling availability etc.), but such information shall not be editorialized and will be confined to factual statements. It is understood and agreed that literature posted or distributed will not violate law, regulation, individual privacy, or the security of the Activity.

Section 28.4. A list of all Union officers and Stewards shall be posted at all times on Union-designated bulletin boards.

ARTICLE 29

INDEBTEDNESS

Section 29.1. It is recognized that all employees in the bargaining unit are expected to pay promptly all just financial obligations. A just obligation is one which the employee acknowledges as being just, or which has been reduced to a judgment by court action, or one imposed by law, such as federal, state, or local taxes.

Section 29.2. In the event of a dispute between an employee in the bargaining unit and any private individual or firm, the Employer will not make any determination as to the validity of the debt, the amount of the disputed indebtedness, or the method and terms of payment agreed to by the creditor and the employee. Disciplinary action will not be taken against an employee for indebtedness unless he fails to honor debts he acknowledges to be valid, or whose validity is supported by a court judgment.

Section 29.3. In this connection, the Employer agrees that an employee with an indebtedness problem may consult with his Shop Steward, his immediate supervisor, a member of the Personnel Office, either individually or collectively, at the discretion of the employee.

ARTICLE 30

DISCIPLINARY ACTIONS

Section 30.1. In all cases of proposed disciplinary action, the Employer will furnish the employee with an extra copy of the notice which the employee may give to his Union representative. The Union has the right to be present at all formal discussions between management and employees or employee representatives concerning disciplinary actions which the employee elects to grieve or appeal. All disciplinary and adverse actions shall be taken for just cause. If a substantial delay in proposing action is anticipated, the employee, in most cases, will be informed within a reasonable amount of time that action is being considered.

Section 30.2. "Rehabilitation" is mutually accepted to mean constructive efforts taken by supervision to help an employee overcome a problem which, uncorrected, may be subject to penalty. Wherever possible, penalties will be imposed only after well documented efforts have been made to counsel, guide, and provide positive leadership to an employee. Penalties given without prior efforts to correct or rehabilitate must be based on clearly justifiable reasons. It is mutually agreed that supervision has the prior responsibility to correct, mold, strengthen, or guide employees toward greater productivity and satisfactory adjustment to working relationships, and must, by instruction, good example, and practice, influence employees to abide by rules, regulations, and procedures, and aid them in controlling their emotions and developing correct habits of conduct. It is agreed that discipline is an indicator of the quality of supervision exercised. To this end, the Employer agrees that supervisors will not abuse the authority given to them to effect disciplinary actions against their subordinates, but will, instead, exercise positive and constructive leadership.

Section 30.3.

- a. With respect to proposed reprimands, the employee may respond orally or in writing or both to the supervisor designated to hear the reply within 15 calendar days.
- b. With respect to proposed suspensions and removals, the employee may respond orally or in writing or both to the supervisor designated to hear the reply within 21 calendar days.
- c. The time limits in (a) and (b) above may be extended by mutual agreement of the Union and the Employer.
- d. An employee who has received notice of proposed disciplinary or adverse action under the provisions of this Article is entitled to a written decision and the reasons for the decision at the earliest reasonable date, normally not later than 45 calendar days after the receipt of the employee's reply by management.

Section 30.4. Records of oral admonishments in a Supervisor's Employee Work Folder (AF Form 971) shall be removed from such records no later than one year after the date of entry.

ARTICLE 31
ADVERSE ACTIONS

Section 31.1. An adverse action, as defined by Public Law 95-454, is a removal, a suspension for more than 14 days, a reduction in grade or pay, or a furlough of 30 days or less.

Section 31.2. As expressed in Public Law 95-454, only those employees who are not serving a probationary or trial period under an initial appointment, or who have completed one (1) year of current continuous employment other than in a temporary status, are eligible to exercise their rights under the adverse action procedures.

Section 31.3. An employee will be advised by the Employer of his appeal rights concerning adverse action.

Section 31.4. Adverse actions shall be taken only for just cause.

ARTICLE 32

GRIEVANCE/ALTERNATE DISPUTE RESOLUTION (ADR) PROCEDURES

Section 32.1. Except as provided for in Section 32.20, this procedure shall be the exclusive procedure for Bargaining Unit employees to review any matter of personal concern or dissatisfaction relating to conditions of employment and subject to the control of this Activity. It is intended that this grievance procedure will provide a means of resolving complaints and grievances at the lowest level possible, and the Employer and the Union agree to work toward this end, and that all employees in the unit be treated fairly and equitably. A grievance is defined as any complaint:

- a. by an employee concerning any matter relating to the employment of the employee;
- b. by the labor organization concerning any matter relating to the employment of any employee; or
- c. by an employee, the labor organization, or the agency concerning:
 - (1) the effect or interpretation, or a claim of breach, of the collective bargaining agreement; or
 - (2) any claimed violation or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 32.2. Excluded from the grievance/ADR procedure as outlined in this Agreement are issues which involve:

- a. Termination of a probationary or trial period employee.
- b. An action terminating a temporary promotion within a maximum period of two (2) years and returning the employee to the position from which he was temporarily promoted or to an equivalent position.
- c. Prohibited political activities.
- d. A preliminary warning or notice of an action which, if effected, would be covered as a disciplinary or adverse action.
- e. Exercise of management rights as outlined in Article 2. This exclusion does not include grievances arising over the impact and implementation of these management rights.
- f. The classification of any position which does not result in reduction in grade or pay.

g. Nonselection for promotion from a group of properly ranked and certified candidates.

h. Nonadoption of a suggestion or disapproval of a quality salary increase, performance award, or other kind of honorary or discretionary award.

i. Actions taken under the Personnel Security Program.

j. Retirement, life insurance, or health insurance.

k. Any examination, certification, or appointment.

Section 32.3. With respect to the items listed below, an employee may file a grievance either through this grievance procedure or through the appropriate statutory procedure, but not both. The employee's decision has been made when the issue is first submitted in writing.

a. discrimination cases;

b. reduction in grade or removal of employee for unacceptable performance;

c. suspensions for more than fourteen (14) days;

d. reduction in grade;

e. reduction in pay;

f. furlough of 30 days or less;

g. removal.

Section 32.4. The following procedures are established for the resolution of employee grievances:

Step 1. A dissatisfaction or disagreement on the part of an employee shall first be discussed by the aggrieved employee (and his Shop Steward, if represented) with the immediate supervisor. The employee or the representative must state that this meeting is intended to be the Step 1 meeting under the negotiated grievance procedure. Employees are urged to give full and detailed explanation of their dissatisfactions to their immediate supervisor, and the supervisor will investigate dissatisfactions promptly, fully, and objectively in order to render equitable decisions. An employee must present his grievance within fifteen (15) calendar days after the date of the act or occurrence that gave rise to the grievance, except when it is reasonably established that the employee was unaware of the circumstances which were the basis for his grievance, or was prevented from presenting a timely grievance by circumstances

beyond his control. Supervisors will verbally respond to employee complaints within seven (7) calendar days.

a. It is expected that most dissatisfactions will be settled at the first supervisory level. If a satisfactory settlement is not realized at that level, and the employee desires to pursue the grievance, he may process it under the procedure contained in this Article. A step in the procedure can be waived only with the consent of all parties (Employer, Employee, Union).

b. If the grievance involves a prohibited personnel practice, disciplinary or adverse action, or action based on unacceptable performance appealable to the Merit Systems Protection Board (MSPB), or an allegation of discrimination appealable to the Equal Employment Opportunity Commission (EEOC), this step will be bypassed and the grievance will be initiated in writing at Step 2.

Step 2. An oral dissatisfaction or disagreement not satisfactorily resolved will be submitted to the appropriate organizational Chief on a form mutually agreed to by the Employer and the Union (supplied by the Union). The form must be signed by the grievant, be received within 10 calendar days of the immediate supervisor's Step 1 oral decision, must explain the grievance in detail and identify how the provisions of the contract or Air Force/OPM regulations or policies were violated, and specify the remedy sought. The remedy must be personal to the grievant. Within ten (10) calendar days after receipt of this grievance, the hearing official, or their designee, will meet with the employee (and his Union representative, if represented) to examine the problem. A written decision will follow within seven (7) calendar days. The employee may elect to accept this decision or proceed to the next step.

Step 3. A grievance not satisfactorily resolved at Step 2 may be submitted for review to the appropriate organizational 2 Ltr Chief. The grievance will be presented within ten (10) calendar days of receipt of the Step 2 decision on the previously utilized form and will state the reasons for non-acceptability of the Step 2 decision. Within ten (10) calendar days of receipt of the grievance, the person to whom the grievance was presented at this step, or their designee, will meet with the employee and Union representative, if any, to examine the problem. A written decision will follow within seven (7) calendar days stating whether the grievance is denied or sustained and the reasons for the decision. If the grievance is not satisfactorily resolved at the end of this step, the Union may submit a formal request for arbitration in accordance with Article 33, Arbitration.

Section 32.5. An employee or group of employees may present grievances to the Employer and have them adjusted without the intervention of the Union as long as the adjustment is not inconsistent with the terms of this Agreement and the Union has been given the opportunity to be present during the grievance proceedings.

Section 32.6. At each step of the grievance procedure, the reviewing management official will give full, impartial, and expeditious consideration to the grievance. In

examining a problem, he may ask other concerned persons, including witnesses and Union officials, to participate in the meeting. He may also solicit technical and professional guidance, as appropriate. Employees officially in attendance at any stage of this procedure shall be in a duty status. Meetings conducted pursuant to this procedure shall normally be held during the day shift hours.

Section 32.7. All time limits herein may be extended by mutual agreement of the employee or the Union and the Employer. Failure of the Employer to observe the time limits for any step in the grievance procedure shall entitle the grievant(s) or the Union to advance the grievance to the next step. Failure of the employee or his representative to observe the time limits provided for herein shall constitute a basis for termination of the grievance by the Employer. For the purpose of calculating time limits, the day on which a grievance, or reply by management to a grievance, is received shall not be counted.

Section 32.8. Subject to the provisions of governing law and regulation, the Employer shall, upon request, permit the employee or his representative to inspect payroll or any other official records used by the Employer as the basis for claims or proof in support of management actions upon which the grievance is based.

Section 32.9. It is the intent of the parties to this Agreement that any dispute, subject to the negotiated Grievance Procedure, shall be fully discussed at each step of the procedure, with a view in mind of reaching an equitable settlement. In this regard, every effort will be made to arrange and conduct grievance meetings in an atmosphere free from hostility and personal attacks.

Section 32.10. The Employer and the Union reserve the right to have an additional representative present at grievance meetings. It is understood that the presence of such an additional Union representative shall not result in any lost time or cost to the Employer.

Section 32.11. Employees, their representatives, and witnesses must be free from restraint, interference, coercion, discrimination, or reprisal in presenting appeals and grievances and in giving testimony. Employees and their representatives, to the extent they are otherwise in a duty status, will be permitted a reasonable amount of time without loss of pay or charge to leave to prepare and present a grievance.

Section 32.12. The integrity of all confidential or privileged information which may be revealed at any stage of this procedure will be respected and protected by all parties involved.

Section 32.13. Both the Employer and the Union shall maintain a file for each grievance processed under this procedure.

Section 32.14. Matters involving interpretations of published Agency and Office of Personnel Management policies and regulations will not be subject to this procedure. If the resolution of a grievance concerning the application of a policy or regulation requires

an official interpretation from the Office of Primary Responsibility, the Employer shall process the request for such an interpretation in a timely and expeditious manner. If the official interpretation has not been received by the date set for arbitration hearings to begin, the arbitration hearings will not be delayed, providing that at least 80 calendar days have elapsed between the date of the Union request for arbitration and the date set for arbitration hearings to begin. However, the official interpretation may still be introduced into the arbitration hearings provided it is received before the hearings have ended. The requested official interpretations of published Agency and Office of Personnel Management policies and regulations will be maintained by the Employer with a copy furnished to the Union.

Section 32.15. Employee representation under this procedure is limited to the Union, or an employee may choose self-representation. This agreement does not preclude any employee from exercising grievance or appellate rights established by law or regulations on any matter that is not grievable under this negotiated procedure. No employee is precluded from choosing his own representative in making proper use of any procedure other than this negotiated procedure.

Section 32.16. When two or more employees have a grievance which may be construed as identical, they will be joined and processed as a single group grievance provided the parties to this Agreement mutually agree to do so. In such circumstances, the decision for the one grievant shall be applied to the group.

Section 32.17. A grievance will be terminated by Management:

- a. upon expiration of the time limit at any step, unless a written extension had been agreed upon, or
- b. upon the death, voluntary separation, or separation for just cause of the grievant.

Section 32.18. It is agreed that when a grievance decision is accepted by the grievant or the grievant terminates the grievance at any step, it will be considered to be settled in its entirety, and the Union will be so notified by the Employer, and no further action will be taken regarding the grievance. No grievant may reinitiate the same complaint a second time under this procedure.

Section 32.19. Union/Employer Grievance Procedure

The following procedures are established for the resolution of Union/Management grievances:

- a. If the Union presents the grievance it shall be presented first orally to the Labor Relations Officer. If the Employer initiates the grievance it shall be presented first to the Chairman of the Shop Committee.

b. The Labor Relations Officer and the Chairman of the Union Shop Committee shall be referred to as the representatives of the parties.

c. The representatives of the parties shall meet within ten (10) calendar days after oral notification of the intent to grieve, to discuss the grievance informally, and shall attempt to reach an informal solution to the grievance. A non-employee union representative from either the Local, the District, or the International may be present at the meeting. If mutually agreed, this meeting may take place telephonically. Minutes of this discussion will be prepared to document any settlement reached. An oral decision shall be rendered within seven (7) calendar days following this meeting.

d. If informal resolution is not achieved as a result of the informal meeting, the complaining party may submit the complaint formally, in writing, within seven (7) calendar days following the oral decision, and shall receive a formal written decision within ten (10) calendar days following receipt of the formal complaint.

e. The formal written grievance shall clearly state the specific contract, statutory, or regulatory provisions alleged to have been violated, shall clearly state the problem, the interpretation, and/or application alleged to be held by the other party, and shall specify the remedy sought.

f. If the complaining party is not satisfied with the formal written decision on the matter by the other party, it may invoke arbitration in accordance with Article 33 of this Agreement.

g. If it is agreed that the time limit for filing a Union or Management initiated grievance is fifteen (15) calendar days after the date of the act or occurrence giving rise to the grievance, except when it is reasonably established that the Party filing was unaware of the circumstances which were the basis for the grievance or was prevented from presenting a timely grievance by circumstances beyond the Party's control.

Section 32.20. Alternate Dispute Resolution (ADR) Procedure

The Parties recognize the beneficial effects to be achieved by embracing non-adversarial procedures that might facilitate resolution of disputes. In this spirit, it is understood and agreed that the Union and Management shall endorse the following ADR Procedure:

a. Mediation for purposes of this section is defined as a form of alternate dispute resolution in which the parties involved (Management or Employer, Union, Employee or Grievant) mutually and voluntarily agree to have a neutral third party facilitate negotiation of a settlement that will be satisfactory to both parties.

b. Mediator, for purposes of this section, is defined as an individual who acts as an intermediary in an attempt to resolve a grievance or workplace dispute with the

consent and cooperation of both the bargaining unit employee and the management representative.

c. In accordance with Air Force Instruction (AFI) 51-1201, Alternative Dispute Resolution in Workplace Disputes, it is understood that the ADR procedure will begin with an initial pool of already trained mediators. The Union and the Employer will each nominate individuals as vacancies occur in the primary pool; replacement names will be jointly chosen from a reserve pool. Mediator qualifications and training will be in accordance with AFI 51-1201, contingent on funding availability. The Employer will pay for training. Each union-nominated trained/certified mediator will serve for a tour of at least three years, unless that person ceases to be a bargaining unit employee.

d. Bargaining unit employees will be permitted to request that their grievance be processed either through the Negotiated Grievance Procedure, or the ADR Procedure, but not both. The decision regarding choice of forum in which to file, is understood to have been made upon first submission in writing.

e. An employee electing to request the ADR option must present his written submission to their organizational 3-Ltr Chief within ten (10) calendar days following the immediate supervisor's oral decision under Section 32.4 above. It is understood that should the Employer decline the request to enter into ADR mediation, the grievance will be re-inserted at Step 2 of the Negotiated Grievance Procedure.

f. If the Employer concurs with the request for ADR mediation, the organization's servicing Human Resources Specialist (Employee Relations) will be contacted, who will, in turn, contact and arrange to meet with the grievant or the Union representative if represented. The parties will then draw a name from a container containing the individual names of the certified mediators. This will be the selected mediator for that dispute. A second name will be drawn, and will be the designated alternate in the event that the primary selectee is unavailable, or is challenged by either the Union or management as being proximately involved in the matters at dispute or for whom there exists some manner of appearance of conflict of interest.

g. The Human Resources Specialist (Employee Relations) will promptly contact the duly selected mediator, notify him of his selection, and provide the name, organization, and phone number of the grievant, Union representative, and the designated management official.

h. The selected mediator will promptly contact the grievant, Union representative (if represented), and management official and set up a mediation session convenient to all the parties.

i. Mediation sessions pursuant to this section will be conducted on the Employer's premises normally during the normal A-shift duty hours of a normal work day, and with no employee participant being made to suffer any loss of pay or charge to leave to the extent they are otherwise in a duty status. Normally mediation sessions will

not exceed three (3) hours in duration, and no overtime is authorized or payable for any time spent pursuant to this procedure. Attendance at the sessions will be restricted to the grievant, Union representative, designated management official, and the servicing Human Resources Specialist (Employee Relations) or designee. It is understood that if an employee elects to represent himself in this process, the cognizant management official is still obligated to provide the Union an opportunity to attend the mediation session. The mediation session will normally occur within fifteen (15) workdays of the Employee's original request under the ADR Procedure. It is understood and agreed that if the mediation experience fails to result in an acceptable resolution agreement, the grievant shall have the right to move the grievance to Step 3 of the negotiated grievance procedure. Such submission must occur within seven (7) calendar days following the unsuccessful mediation session. It is understood and agreed that the mediator will attempt to facilitate the Parties resolving the stated issue(s) only. If mediation is successful, any commitments made will be reduced to a written agreement and signed by the parties. This agreement, once approved, will be considered final and binding upon the parties, and will be considered as full and final resolution to the complaint. The complaint may not be processed further or again under the provisions of the grievance or ADR procedures.

j. It is understood and agreed that mediators will not be called as witnesses in any subsequent due process proceedings involving issues they may have attempted to mediate. The parties agree that except for the final written mediation agreements, no part of the mediation process, under this Section, may be used as evidence in any subsequent third party proceeding. This is to insure the confidentiality and credibility of the parties to the discussions. All settlement agreements will be tentative pending review of their legal and regulatory adequacy by representatives of the Civilian Personnel Flight, the Staff Judge Advocate, or other subject matter program expert as appropriate.

ARTICLE 33

ARBITRATION

Section 33.1. Any grievance processed under Article 32 (Grievance Procedure) and not settled at the step prior to arbitration may be referred to arbitration as follows:

a. Within thirty (30) calendar days following receipt of the decision at the step prior to arbitration, the Union (or the Employer, if the moving party) shall notify the other party in writing of its decision to move to arbitration. This notification shall be submitted to the Labor Relations Officer, if initiated by the Union, or to the Union President, if initiated by the Employer. The notification will be signed by a representative of the party authorized to act for that party.

b. Within seven (7) calendar days from the date of receipt of the arbitration request, the Parties shall meet for the purpose of endeavoring to agree on the selection of an arbitrator and to explore any possible basis for settlement of the matter without proceeding to arbitration. If agreement cannot be reached, then the Parties will request the Federal Mediation and Conciliation Service (FMCS) to supply a list of seven (7) impartial persons qualified to act as arbitrators.

c. Within ten (10) calendar days following receipt of the list of arbitrators, the parties shall meet to select an arbitrator. If they cannot agree immediately on one of the listed arbitrators, the Union and then the Employer will strike an arbitrator's name from the list of seven (7), and shall then repeat this procedure until one name remains. The remaining name shall be that of the duly selected arbitrator.

Section 33.2. The arbitrator's fees and expenses shall be borne equally by the parties. If either party elects to utilize the services of a transcriber, the costs of such services shall be borne by the electing party. Where transcripts are kept, any party desiring a copy of the transcript will be responsible for purchase of the same. It is further agreed that should a hearing be scheduled and then canceled, any cancellation fee required by the arbitrator shall be paid by the Party responsible for cancellation. If a dispute is settled by mutual agreement prior to a scheduled hearing, the parties shall share equally any associated cancellation fee.

Section 33.3. Arbitration hearings shall be held on the Employer's premises during the regular day shift work hours of the basic work week. The grievant and his representative (if an employee) shall each be permitted up to four hours on-the-clock to prepare for the arbitration hearing. The grievant, his representative, and the employee witnesses who are otherwise in a duty status, shall be excused from duty as necessary to participate in the arbitration proceedings without loss of pay or charge to leave. Any cost of obtaining Union witnesses will be borne by the Union. It is understood and agreed that subject to mutual agreement and mission and workload

considerations, an additional Union Representative may be released to participate in the hearing as an Assistant Technical Advisor.

Section 33.4. The arbitrator shall be requested to render his decision no later than thirty (30) calendar days after conclusion of the hearing, unless both parties agree to a later date. Simultaneous copies of the decision shall be furnished the Employer and Union.

Section 33.5. The arbitrator's decision in all cases shall be binding on the parties, except that either party may file an exception in accordance with the rules of the Federal Labor Relations Authority (FLRA).

Section 33.6. The arbitrator shall have no authority to modify, amend, revise, add to or subtract from any of the terms of this Agreement, or impose on any party hereto a limitation or obligation not explicitly provided for in this Agreement. The arbitrator may not substitute his discretion for that of the Employer in cases where the Employer has exercised discretion in a manner consistent with law, regulation, or this Agreement. The arbitrator will not have the authority to consider matters which were not originally at issue in the grievance leading to the arbitration and which have not been properly and timely processed through the negotiated grievance procedure.

Section 33.7. The parties have thirty (30) calendar days after the arbitration award has been rendered to file an exception. The thirty-day period begins on the date of the award. If no exception is filed during the thirty-day period, the award shall be final and binding.

ARTICLE 34

GENERAL PROVISIONS

Section 34.1. When there is evidence that an employee is physically unable to perform his duties and the Employer orders or offers a medical examination, it has the authority to designate the examining physician or other practitioner. This may include designating the employee's treating physician to conduct the examination, if the Employer so chooses. Often the treating physician is in the best position to render an opinion as to whether or not an individual's condition impairs his or her ability to perform certain tasks, since that physician has been following the individual over time.

a. When the Employer offers or orders a medical examination or requests medical documentation it must inform the employee in writing, of

(1) the reason for the examination,

(2) the consequence of failure to report for the examination (no penalty may be imposed for refusing an offer of examination), and

(3) the individual's right to submit medical information from his or her own physician or practitioner, and of the agency's obligation to consider such information.

b. Except in the rare cases where a prudent physician would hesitate to fully inform the employee of the details of his physical or mental condition, the medical information forwarded by Employer selected physicians or practitioners shall be provided in whole to the employee upon request or to his Union representative on the written release and request of the employee.

c. The Employer shall pay reasonable costs associated with obtaining medical documentation or examinations, which it requires or offers including reasonable transportation costs when the physician or practitioner is located outside the employee's normal commuting area.

d. The Employer must ensure that the physician knows exactly what medical information is required, the duties and requirements of the position (including environmental considerations), and any other pertinent factors directly relevant to determining the employee's ability to perform safely and efficiently, without hazard to himself/herself or others.

e. The maintenance, use, and disposition of all medical records obtained shall be maintained in compliance with the Privacy Act and the information shall be divulged only to those with a legitimate need to know.

f. The employee shall be in a non leave pay status during the time spent traveling to and from, during the time spent waiting for, and during the time spent conducting a medical examination offered or ordered by the agency.

g. The employee retains the right to Union representation in all appropriate matters between the Employer and the employee related to the ordering or offering of medical examinations pertaining to work performance if such representation is requested by the employee.

Section 34.2. It is agreed that no supervisor or other official of the Employer shall create or keep any unauthorized or illegal records concerning bargaining unit employees. Any proposed entry on an employee's 971 file having to do with his performance or conduct must be shown to the employee, and such matters will be fully discussed, including the employee's opportunity to present his point of view or position, before making the entry. The employee shall date and initial the resulting entry on the 971 file, which shall acknowledge that the employee has seen and read the entry. The employee's initials shall not be interpreted to mean the employee either agrees or disagrees with the 971 card entry. If the employee refuses to initial the entry he may be subject to disciplinary action.

Section 34.3. An employee who is returned to work after an illness or injury, who has been examined and/or evaluated by a physician from the Occupational Medicine Flight and who has been determined to be temporarily or permanently unable to perform the full scope of his official duties, shall be, to the extent possible, assigned a type of work that will not aggravate the illness or injury. The employee may deliver any medical reports, including diagnosis of the illness or injury, prognosis for recovery potential, and physical limitations from his/her personal physician. Such reports shall be given proper consideration by the designated physician from the Occupational Medicine Flight. The parties agree that the health and well-being of the employee will be the first priority in making decisions pertaining to an employee returned to work with medical limitations.

Section 34.4. The Employer agrees that any employee in the Unit who contemplates retirement in the immediate future shall be afforded retirement counseling to insure the interests of the employees are protected. Alternative retirement plans for which the employee is eligible shall be explained by qualified counselors. The employee's request to be accompanied by his Shop Steward will be granted.

Section 34.5. The Employer agrees to make every reasonable effort to insure that any employee covered by the provisions of this Agreement shall not suffer any lessening of his general working conditions or forfeit any benefits of this Agreement while on detail or assignment to another activity; provided however, that such employees will be expected to conform to the rules and regulations in effect at the temporary duty activity governing such matters as hours of work, etc.

Section 34.6. The Employer agrees to make available to each shop or work area, or within reasonably close proximity thereto, an area for eating. Adequate tables, chairs, and/or benches will be provided. Employees will be responsible for maintaining good housekeeping in these areas.

Section 34.7. Every person required to drive a Government vehicle (the operation of which requires a Government operator's license) must possess a valid and current Government operator's license qualifying him to operate the class of vehicle to which he is assigned. The Employer agrees to provide the proper type of vehicle for the first testing required to obtain a Commercial Drivers License (CDL) for employees who must possess a CDL to operate a government-assigned vehicle. If such testing is scheduled during normal duty hours, the employee will be allowed duty time to accomplish the first testing.

Section 34.8. The Employer agrees that employees will be advised as to the individual to whom they may look for the approval of leave requests, making their performance ratings, and the initiation of any disciplinary actions.

Section 34.9. The Employer agrees that all tests and interviews will be conducted during normal working hours. The employees in the Unit will not be required to use leave for the purpose of participating in tests or interviews when such tests or interviews are required under the activity's Merit Promotion Program.

ARTICLE 35

DUES WITHHOLDING

Section 35.1. It is agreed that any eligible employee may authorize, through payroll withholding the payment of membership dues to the Union, in accordance with the provisions of this Article.

Section 35.2. Definitions

a. Eligible Employee: Any person who is employed in the unit for which the Union has been accorded exclusive recognition and whose net salary after other legal and required deductions is regularly sufficient to cover the amount of the authorized allotment.

b. Dues: The regular periodic amount required to maintain a member in good standing within the Unit.

c. SF 1187: Form an employee voluntarily completes requesting for such allotment of his pay.

d. SF 1188: Form an employee voluntarily submits for termination of allotment of payment of dues.

Section 35.3. The procedure and effective dates of authorization shall be as follows:

a. The Union agrees to acquire and distribute to its members the prescribed authorization form (SF 1187) and to receive completed forms from members who request an allotment.

b. The President or the Treasurer of Lodge 225 is designated to process completed authorization forms by completing Section A thereof and is responsible for ascertaining that the employee is employed in the bargaining unit. Certified authorization forms will be submitted to the employee's Customer Service Representative (CSR), Wright-Patterson Air Force Base.

c. Authorizations may be submitted to the CSR at any time. Allotments will be effective at the start of the first pay period following receipt of the forms by the CSR and will continue in effect until the allotment is terminated.

Section 35.4. Authorized allotments will be withheld from the regular biweekly payrolls. The amount to be withheld shall be the amount specified in Section A of Authorization for Allotment, SF 1187, authorized by the member, exclusive of initiation fees, assessments, back dues, fines and similar charges and fees. If the amount of the regular dues is changed, the Union President will notify in writing the Labor Relations Officer and the CSRs regarding the rate and the effective date of the

amended dues structure. The amended amount will be effective at the start of the first pay period following receipt of the notice by the CSR, unless a later date is specified by the Union. Only one such change may be made in any twelve consecutive month period unless the parties mutually agree otherwise.

Section 35.5. A CSR will terminate an allotment:

- a. upon the loss of recognition by the Union pursuant to law.
- b. separation of an employee.
- c. transfer of the employee authorizing dues deduction outside of the unit.
- d. receipt by the CSR of written notification from the Union that the employee has been expelled or has for any reason ceased to be a member in good standing of the Union.

Section 35.6. The Union will notify the Labor Relations Office within five (5) days after an employee with a current allotment ceases to be a member in good standing, or after the Union receives information that an employee for whom deductions are being made is no longer a member of the bargaining unit.

Section 35.7. Employee requests for termination of dues withholding will be effective the first full pay period following the particular anniversary date (the anniversary date is the starting date of the first pay period for which dues were deducted from the employee's pay), providing the revocation is received by the CSR during the 30 day period prior to the anniversary date. It is the employee's responsibility to see that his written revocation is received by the CSR on a timely basis. SF-1188s will be provided upon request to the employee by the Chairman of the Union Shop committee or the Civilian Personnel Office.

Section 35.8. To the extent it is within the control of the Employer, within five workdays following completion of each payroll deduction, the Civilian Pay Unit, Pensacola, Florida will remit the amount due the Union to the Treasurer, alternate, or to the President of the Union. Each remittance will be accompanied by a statement in duplicate giving the following information:

- a. Identification of Union Lodge 225, International Association of Machinists and Aerospace Workers.
- b. Payroll period.
- c. Agency's name or number.
- d. Names of employees in alphabetical order and amount deducted.

- e. Total number of members for whom dues were withheld.
- f. Total amount withheld on this payroll.
- g. Net amount remitted.

Section 35.9. It is the responsibility of the Union to inform each of its members of the voluntary nature of authorization for allotment of pay to cover dues and of the prescribed procedure for authorizing the allotment, as well as provisions and procedures for revoking an authorization as set forth in this Article.

Section 35.10. Administrative errors in remittance shall be corrected and adjusted in the first remittance made to the Union after discovery of the error. If the Union is not scheduled to receive a remittance after discovery of the error, the Union shall refund promptly the amount erroneously paid.

Section 35.11. This Article is subject to termination with (a) the loss of exclusive recognition by the Union, or (b) the Article is terminated by appropriate authority outside the agency pursuant to the law.

ARTICLE 36

PUBLICITY

Section 36.1. The Employer shall reproduce this Agreement. Six hundred (600) copies will be supplied the Union at no cost. Additional copies of the contract will be provided to the Union at cost. Any bargaining unit employee desiring a copy of this Agreement may obtain a copy from his or her Shop Steward. A notice to this effect will be posted on all Union bulletin boards.

Section 36.2. As part of their orientation, new employees hired in or transferred to a position included in the bargaining unit will be advised of the contractual relationship between the employer and the Union. The employee's supervisor will introduce the employee to the Shop Steward as soon after the employee's original assignment as possible.

Section 36.3. The Labor Relations Officer shall be included on the mailing list for all local and national Union publications which go to the general membership.

ARTICLE 37

DURATION AND CHANGES

Section 37.1. This Agreement shall commence on the date it is approved by appropriate higher Agency or DoD Headquarters and shall continue in full force and effect until midnight prior to the third anniversary date of its signing by the parties. Either Party may give notice to the other not more than one hundred and twenty (120) days, and not less than sixty (60) days prior to the termination date of this Agreement, or any anniversary date thereafter, of its intention to modify, amend and/or supplement all or any part of this Agreement. If the Union is serving notice, it will be addressed to the Labor Relations Officer. If the Employer is serving notice, it will be addressed to the Chairman of the Shop Committee. The Parties agree to meet within 15 workdays following receipt of such notice to begin negotiations. If neither Party gives timely notice, the Agreement shall be automatically renewed for one (1) additional year from the termination date or any anniversary thereafter.

Section 37.2. This Agreement is subject to reopening only as follows:

a. The Agreement may be opened for supplement(s) by the mutual consent of both parties at any time after it has been in force and effect for at least six months. Requests for such supplements by either party must be in writing and must include a summary of the supplement(s) proposed. The parties shall meet within fourteen calendar days after receipt of such notice to discuss the matter(s) involved in such requests. If the parties agree that opening is warranted on any such matter(s), they shall proceed to negotiate on supplements to the Agreement. No changes will be considered except those bearing directly on the subject matter(s) agreed to by the parties.

b. Any supplements that may be agreed to will be duly executed by the parties and become effective upon approval by appropriate authority.

Section 37.3. No agreement, alteration, understanding, variation, waiver, or modification of any terms or conditions contained herein shall be made by any employee or group of employees with the Employer, and in no event shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto and the same has been ratified by the Union and approved by Agency or DoD authority.

Section 37.4. The waiver or breach of any condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

Section 37.5. Should any part or provision of this Agreement be rendered or declared invalid or illegal by reason of any existing or subsequent law, regulation, or ruling of proper authority, the invalidation of such part or provision of this Agreement shall not

invalidate any of the remaining parts or provisions of this Agreement, and they shall remain in full force and effect.

Section 37.6. This Agreement is not intended to conflict with any published agency policies or regulations of higher echelon which are in effect as of the effective date of this contract, and no exceptions to these published policies or regulations are intended or included in this Agreement. The terms of this Agreement will govern in the bargaining unit in case of conflict between the terms of this Agreement and USAF regulations or policies issued subsequent to the approval of this Agreement other than regulations required by law, or by regulations of appropriate authority outside the Department of the Air Force.

Section 37.7. All past approved amendments, supplements, and proposals agreed to by the parties expire upon the date of commencement of this Agreement. Past practices not changed by this agreement continue to be in effect and any changes to past practices will be made in accordance with the provisions of Article 3.

Section 37.8. No other agreements, supplements, amendments, operating instructions, or standard operation policies (SOP) will supersede this agreement.

Section 37.9. It is understood and agreed that the terms and conditions of the expired Agreement, to the extent they are not in conflict with law or government-wide, DoD, or Air Force rule or regulation, shall remain in full force and effect unless and until changed as a result of the collective bargaining process.

Section 37.10. The parties agree that this contract contains no waiver of the union's right to negotiate, to the extent appropriate under law or applicable Executive Order, over management initiated mid-term changes not covered in the contract.

ARTICLE 38

PRIVACY ACT

Section 38.1. It is understood and agreed that the Employer, the Union, and bargaining unit employees will protect personal privacy as required by the Privacy Act of 1974, and as amended, and all related governing laws and regulations. The Privacy Act and this Article apply only to information in systems of records of living U. S. citizens. The Employer agrees to collect, maintain, and use information in such systems only to support programs authorized by law or Executive Order.

Section 38.2. When the Employee requests, the Employer will let individuals review and receive copies of their own records unless the Secretary of the Air Force has approved an exemption for the system or the Air Force created the records in anticipation of a civil action or proceeding. Any denial of an employee's request for access to their records, or denial of a request to amend their records, will be subject to the provisions of the Negotiated Grievance/ADR Procedures contained in this Agreement. The Employer will safeguard all records in any systems or records under its control, and will keep records the minimum time required to protect the rights and provide for the needs of the individual and the U. S. Government.

Section 38.3. The Employer and the Union agree that all confidential information concerning any employee will be safeguarded as prescribed by law and will not be given to anyone without the proper need and right to know. No employee's records will be obtained under false pretenses.

Section 38.4. The Employer and the Union understand and agree that under the Privacy Act, both civil remedies and criminal penalties for violations, committed by any party, can take place. Any individual can file a civil suit against the Air Force, the Union, or any other individual alleged to have committed a violation of the Privacy Act.

ARTICLE 39

PERFORMANCE APPRAISALS

Section 39.1. Employee performance appraisals shall be fair and just throughout the bargaining unit. After the completed appraisal has been signed by the reviewing supervisor and the award approving official (if applicable), the immediate supervisor shows the appraisal and discusses its contents with the employee and the employee shall be afforded the opportunity to make any comments he or she desires regarding the appraisal during the discussion. A copy of the current official rating shall be retained with the employee's AF Form 971. The employee will be provided a copy of the appraisal within 24 hours of the employee signing the appraisal. The signing of the appraisal by the employee acknowledges receipt of the appraisal and does not indicate agreement with the appraisal.

Section 39.2. It is understood that performance appraisals are to be used as a basis for making employment decisions such as training, retention, promotion, reassignment, incentive awards, employee performance improvement, and other personnel actions. Managers should make employees aware of performance standards that are expected of them, in terms of quality and quantity of work to be performed and standards of personal conduct and behavior that are essential to their successful performance in their position. In this connection, supervisors are encouraged to keep employees advised of how well they are meeting expectations by giving them personal performance feedback at least once quarterly. Such counseling of periodic performance feedback will be documented on the AF Form 971. Supervisors will counsel and help employees who may be having difficulty and are encouraged to recognize those employees who are meeting or exceeding standards. It is understood and agreed that any disagreement with interim performance counseling discussions will be excluded from the negotiated grievance procedure.

Section 39.3.

a. Employees are encouraged to discuss ideas regarding their performance plans with his or her supervisor at any time, and give his or her supervisor written suggestions for consideration and possible inclusion into their performance plans.

b. The Employer will strive to give employees their performance plans in a timely manner. Normally, this will occur within 30 days after the appraisal period begins.

c. Employees are encouraged to inform supervisors, and new supervisors, whenever it is discovered that an employee lacks a current performance plan.

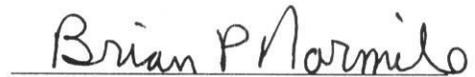
Signed this 9th day of May, 2005, at Wright-Patterson Air Force Base, Ohio.

For Local 225, International Association
Of Machinists and Aerospace Workers
(IAM& AW)



Doyle K. Penny
Chief Negotiator
BR, District 34, IAM&AW

For the Commander
88th Air Base Wing



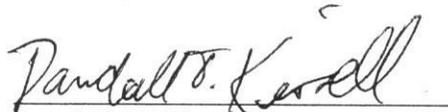
Brian P. Normile
Chief Negotiator
88 MSS/DPCZA



Charles M. Rosell
Chairman of the Union Shop Committee
Local 225, IAM&AW



Charles R. Lowe, Major, USAFR
Negotiation Team Member
445 AMXS/CC



Randall T. Kissell
Negotiation Team Member
Local 225, IAM&AW
(Signed 10 May 05)



Daniel A. Morrison
Negotiation Team Member
88 ABW/CEMP

Approved by the Department of Defense, Field Advisory Service, on 8 June 2005