



**AGREEMENT  
BETWEEN  
911 AIRLIFT WING  
(AFRC)  
AND  
LOCAL 2316  
AMERICAN FEDERATION OF GOVERNMENT  
EMPLOYEES**



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## **Preamble**

This Agreement is between Local 2316 of the American Federation of Government Employees AFL-CIO and the 911th Airlift Wing. In the language of the Agreement, Local 2316 will be referred to as the “Union” and the Installation Commander or designee will be referred to as the “Agency”. Collectively, the Union and Agency will be referred to as the Parties. The “Parties” recognize that the right of employees to organize, bargain collectively and participate through labor organizations of their own choosing in decisions which affect them safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment; and

**WHEREAS** the Parties recognize that the public interest demands the highest standards of employee performance and implementation of modern progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government; and

**WHEREAS** the Parties recognize that a mutual commitment to cooperation promotes both the efficiency of the Agency’s operations and the well-being of its employees; and

**WHEREAS** the Parties agree that the dignity of employees will be respected in the implementation and application of this Agreement as well as related personnel policies and practices;

**NOW THEREFORE** the Parties here by further agree as follows:

## **Article 1**

### **Recognition and Coverage**

#### **Section 1.1**

The Agency recognizes the Union as the exclusive bargaining agent under the provisions of the Civil Service Reform Act of 1978, hereafter known as the Act, for all employees within the unit.

#### **Section 1.2**

This agreement is applicable to all civilian employees located at the 911th Airlift Wing, United States Air Force Reserve, Pittsburgh International Airport Air Reserve Station, Coraopolis, Pennsylvania and serviced by the Civilian Personnel Flight, 911th Airlift Wing, excluding non-appropriated fund employees, professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b). Any questions concerning the unit status of a particular position will be decided by the Agency in accordance with 5 U.S.C. 71 and governing directives.

#### **Section 1.3**

Upon request, the Agency will provide the Union a list of names, position titles, grades and organization of all employees within the bargaining unit. Such lists will be provided not more than quarterly. In addition, as changes occur in name, position, title, grade or organization of any employee in the bargaining unit, the Agency will provide notice to the Union (via email).

## **Article 2**

### **Governing Laws and Regulations**

#### **Section 2.1 Purpose**

This Article sets forth the effect of laws and regulations on this Agreement.

#### **Section 2.2 Laws and Government-Wide Rules and Regulations**

In the administration of this Agreement, the Parties shall be governed by the Joint Ethics Regulation, all Statutes and existing government-wide rules and regulations, as defined in 5 U.S.C. 7100 *et seq.*, and by subsequently prescribed government-wide rules and regulations implementing 5 U.S.C. 2302 (the prohibited personnel practices).

#### **Section 2.3 Waivers of Rights**

The rights given to Management or the Union by the Federal Labor Management Relations Statute, 5 U.S.C. Chapter 7 are only waived if such waiver is clearly and unmistakably set forth in the Agreement and understood by both parties to be waived.

#### **Section 2.4 Past Practices**

Any prior benefits, practices and/or memoranda of understanding which were in effect on the effective date of this Agreement, shall remain in effect unless superseded by the new Agreement or in accordance with 5 U.S.C. Chapter 71.

## **Article 3**

### **Employee Rights**

#### **Section 3.1 Right to Unionism**

In accordance with 5 U.S.C. 7102, each employee shall have the right to join or assist the Union, or to refrain from such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Such rights include:

1. The right to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of Agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities; and
2. The right to engage in collective bargaining with respect to conditions of employment through representatives.

#### **Section 3.2 Right to Representation**

##### **Section 3.2.1**

Employees have a right to the representation and assistance of the Union. Employees may contact and meet privately with a Union representative during duty hours for representational matters. The employee will be released from duties when he or she requests to exercise this right. If mission consideration precludes immediate release, the employee will be released within twenty-four (24) hours of making the request.

##### **Section 3.2.2**

The Union shall be given the opportunity to be represented at any examination (i.e., questioning) of an employee by a representative of the Agency in connection with an investigation if the employee reasonably believes that the questioning may result in disciplinary action against the employee and the employee requests representation. If an employee requests a representative, no further questioning will take place until the Union has been given a reasonable opportunity to provide a representative. The Agency will annually inform employees, supervisors and managers of this right in accordance with 5 U.S.C. 7114 (a) (3) via email.

##### **Section 3.2.3**

Consistent with 5 U.S.C. 71, the Agency will not communicate directly with employees regarding conditions of employment in a manner that will improperly bypass the Union under law.

##### **Section 3.2.4 Surveys**

Occasionally the Agency conducts surveys concerning conditions of employment that involve bargaining unit employees. See Article 7 for an enumeration of the Union's rights with respect to such surveys.

### **Section 3.2.5 Formal discussions**

When the Agency conducts formal discussion meetings with one or more bargaining unit employees, the Union has certain rights as to notice and opportunity to attend such meetings. See Article 7 for an enumeration of the Union's rights in this regard.

## **Section 3.3 Personal Rights**

### **Section 3.3.1**

All employees shall be treated fairly and equitably in all aspects of personnel management and without regard to political affiliation, race, color, religion, national origin, gender, sexual orientation, marital status, age, or disabling condition, and with proper regard and protection of their privacy and constitutional rights.

### **Section 3.3.2**

Managers and employees will deal with each other in a professional manner and with dignity and respect.

### **Section 3.3.3**

The Agency will make every reasonable effort to conduct interviews and inquiries between supervisors and employees concerning performance, discipline, evaluations or investigations privately.

### **Section 3.3.4**

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

### **Section 3.3.5**

An employee has the right to challenge an order which he or she believes to be unlawful. The employee will promptly bring his or her concerns to the supervisor who gave the order. If the matter cannot be resolved at that level, it will be elevated through the chain of command for written determination. Any challenge to an order does not give either party the right to act unprofessionally or treat each other without dignity and respect.

### **Section 3.3.6**

All employees who are new to a facility will be introduced to the staff with whom they will be working during the first week on duty, or as soon as possible thereafter.

### **Section 3.3.7**

In accordance with existing statutes and regulations, employees have the right to present their personal views to Congress, the Executive Branch or other authorities without fear of penalty or reprisal.

### **Section 3.3.8**

Employees shall have the right to direct and fully pursue their private lives, personal welfare, and personal beliefs while off duty away from the installation without interference, coercion or discrimination by the Agency and without imposition of discipline or adverse action unless such pursuit impairs the efficiency of the service.

### **Section 3.3.9**

An employee's decision to resign or retire, if eligible, shall be made freely and in accordance with prevailing regulations.

### **Section 3.3.10**

Upon request, the Agency will provide bargaining unit employees the guidance needed to obtain retirement planning information. Retirement information may include, but is not limited to, individual counseling, elder care assistance, retirement materials, legal services counseling, life and medical insurance counseling, etc.

### **Section 3.3.11 Work Space and Non-Work Space**

#### **1. Work Space**

- a) The Agency will make reasonable efforts to discuss with employees changes to the layout and design of their office space prior to making the changes.
- b) The Agency will make every effort to provide employees work space in accordance with AFRCH32-1001 and other applicable regulations.

#### **2. Non-Work Space**

The Agency will provide employees with access to meal and break areas as currently provided. Employees are responsible for cleaning the meal and break areas they use. Any change to the existing arrangement will be subject to negotiations pursuant to Article 23 Midterm Negotiations.

### **Section 3.3.12 Employee Fitness Activities**

Employees are encouraged to participate in physical fitness activities at Pittsburgh ARS in accordance with the established policies. Available sites for physical fitness activities include the fitness center, base walking/jogging areas and other sites which are approved by the Wing Commander.

## **Section 3.4 Official Records and Files**

### **Section 3.4.1**

No personnel record may be collected, maintained, or retained except in accordance with law, government-wide regulation, Agency regulations and this Agreement. Personnel records will be maintained in a secure, confidential file and shall be viewed only by officials with a legitimate administrative need to know.

### **Section 3.4.2**

Employees shall be advised of the nature, purpose, and location of records that are maintained about them and of their right to access these records. This includes their Official Personnel Folder (OPF).

### **Section 3.4.3**

- a. Employees or their representatives, designated in writing will have the right and be granted

a reasonable amount of time to examine any of the employee's personnel paper records in the presence of the appropriate supervisor with prior coordination. Electronic records may be obtained by the employee through the Employee Benefits Information System (EBIS) without coordination with the supervisor.

- b. Employees or their representatives, designated in writing will also be allowed to prepare and submit any response or statements they wish to make about information contained in their personnel records. Employees may add additional information or documents that are appropriate, relevant, work related and that are not in violation of law, government-wide rules or Agency regulations.
- c. If the employee alleges incorrect or omitted information, the Agency will, upon verification, correct the Supervisor Employee Brief 971 and the employee may add or correct the information online through EBIS.
- d. Upon request, employees have the right to have a copy made of specific documents in their personnel records at no cost to themselves.
- e. Access to personnel records by the employee or his or her authorized representative will normally be granted within two (2) working days of the request if the records are maintained at Pittsburgh ARS.
- f. Grievance time limits, if applicable, should be stayed in the event it takes more than two (2) days for the records to be provided to the employee.
- g. Access to personnel records to review them, add or correct information and receive copies will be without cost, charge to leave or loss of pay to the employee.
- h. Employees have the right to examine and correct their records while on duty time. Designated representatives will be on "Official Time" as defined in Article 10 or an approved leave status.

#### Section 3.4.4

Employees shall be notified and given a copy of any material recorded in their personnel records, normally within two (2) working days. Employees should acknowledge by initialing next to the entry recording the action in the Supervisor Employee Brief 971. It is understood that such acknowledgement does not constitute agreement with the contents. Other than records that are exempt, any records that have not been disclosed to an employee on a timely basis and placed in the personnel record file should not be used in any disciplinary, adverse action or performance-based action.

#### Section 3.4.5

Personal notes prepared by a manager pertaining to an employee, but which do not qualify as a system of records under the Privacy Act of 1974, may only be kept and maintained by and for the personal use of that manager. They shall not be shown or released to anyone, to include another manager, secretarial or administrative personnel. They may not be used in any disciplinary, adverse or performance based

actions unless they have been disclosed to the employee on a timely basis and placed in a file authorized by law, government-wide regulation, Agency regulations or instructions and this Agreement.

#### **Section 3.4.6**

All personnel files will be screened and purged annually as per applicable federal laws, Agency regulations or instructions and this agreement. Outdated material shall be removed and given to the employee.

### **Section 3.5 Timely and Accurate Compensation**

#### **Section 3.5.1**

- a. Employees are entitled to timely receipt of all compensation earned by them for the applicable pay period. The Agency will make every effort to ensure that employees receive their pay on the established payday and at the electronic site designated by the employee, in accordance with applicable federal rules and regulations.
- b. If a bargaining unit employee fails to receive his or her pay on the established payday, the Agency will make every effort to ensure the employee receives their pay as soon as possible.
- c. Employees are responsible for reviewing their leave and earning statements and notifying their supervisor of any unexplained discrepancies.
- d. In the event of overpayment, the employee will make every effort to ensure timely arrangements for repayment.

#### **Section 3.5.2**

The Agency will ensure any leave and earning statements in their possession will be handled in accordance with the Privacy Act of 1974.

### **Section 3.6 Whistleblower Protection**

Employees are protected by the Whistleblower Protection Act against reprisal for the lawful disclosure of information, which the employee reasonably believes evidences a violation of law, rule or regulation, or evidences mismanagement, a waste of funds, an abuse of authority, or a danger to health or safety.

### **Section 3.7 Voluntary Activities**

Employees may not be required to contribute money in the Combined Federal Campaign, purchase U.S. bonds in any bond drive, or donate blood in any organized blood drive. Participation or non-participation will not advantage or disadvantage employees.

### **Section 3.8 Statutory Requirements**

Personnel management will be conducted in accordance with 5 U.S.C. 2301, Merit System Principles, and 5 U.S.C. 2302, Prohibited Personnel Practices, DoD regulations, Agency regulations or instructions and this agreement.

## **Article 4**

### **Equal Employment Opportunity**

#### **Section 4.1 Policy**

The Agency and the Union affirm their commitment to the policy of providing equal employment opportunity (EEO) to all employees, to establish the Agency as a model agency, and to prohibit discrimination on the bases of race, color, religion, sex, (including sexual harassment, and pregnancy), age, national origin, or disability. In addition, the parties recognize their commitment to the policy of prohibiting discrimination on the basis of marital status, sexual orientation, parental status and/or political affiliation as well as to the policy of prohibiting retaliation for opposing any practice made unlawful by Title VII of the Civil Rights Act, the Age Discrimination in Employment Act (ADEA), the Americans with Disabilities Act (ADA), the Rehabilitation Act of 1973, the Equal Pay Act, and all other laws and regulations related to unlawful discrimination.

#### **Section 4.2 Equal Employment Opportunity Program**

##### **Section 4.2.1**

The Agency's Equal Employment Opportunity (EEO) Program shall be designed to promote equal employment opportunity in every aspect of the Agency's personnel policy and practice in accordance with applicable law and government wide rules and regulations. The Agency shall conduct a continuing campaign to eliminate discrimination from its personnel practices, policies and employment conditions consistent with this Agreement, 29 CFR 1614, EEOC Management Directive 715 and Agency regulations or instructions. The Agency will have a positive, ongoing and results-oriented program of affirmative action and will ensure that all managers and employees are trained accordingly. Programs shall include, but not be limited to, implementation of the following objectives and goals:

1. Identify and eliminate barriers that impair the ability of individuals to compete in the workplace because of race, color, religion, sex, sexual harassment, sexual preference, orientation, national origin, age, physical or mental disabilities and/or marital or parental status.
2. Establish and maintain training and education programs designed to provide maximum opportunity for all employees to advance.
3. Ensure that allegations of unlawful discrimination in the workplace are promptly addressed and corrected.

##### **Section 4.2.2**

Consistent with EEO regulations, the EEO program shall include, but not be limited to:

1. Providing prompt, fair, and impartial processing of complaints of discrimination filed through the EEO administrative complaint process;
2. Conducting a continuing campaign to remove every form of prejudice and discrimination from the Agency's personnel policies, practices, and working conditions;

3. Reviewing, evaluating, and training managerial and supervisory personnel to ensure the enforcement and implementation of the equal employment policy and program;
4. Taking appropriate disciplinary action against employees, managers, and supervisors who engage in discriminatory practices;
5. Developing, implementing, and making available an Alternate Dispute Resolution (ADR) program which must be available for both the pre-complaint process and the formal complaint process. An Agency official with full settlement authority must be present at the ADR sessions. Alternatively, the management official may appoint a designee to appear on his/her behalf so long as the designee has written settlement authority. The ADR program will include qualified facilitators.

## **Section 4.3 Participation in EEO and Affirmative Employment Plans**

### **Section 4.3.1**

The establishment and implementation of EEO Affirmative Employment Plans and related plans is a fundamental Agency objective.

### **Section 4.3.2**

If the implementation of the Agency's EEO program, plans or reports involve changes in personnel policies, practices, or matters affecting working conditions, the Union will be given a copy of the proposed implementation and an opportunity to exercise its bargaining rights prior to implementation.

## **Section 4.4 EEO Counselors**

### **Section 4.4.1**

Names, telephone numbers, locations and pictures of EEO counselors, an EEO Complaints Process chart, and the Agency's EEO policy statement will be posted on official bulletin boards.

### **Section 4.4.2**

The Agency will ensure full cooperation of all Agency personnel with EEO Counselors and EEO personnel in the processing of complaints at all stages of the EEO complaint process or grievance process, as applicable, under this Agreement.

## **Section 4.5 Discrimination Complaints**

### **Section 4.5.1**

An employee who believes he/she has been discriminated against on the basis of race, color, religion, sex, national origin, age, disability, or reprisal for engaging in EEO activity may file an EEO complaint or grievance pursuant to this Agreement. The employee must contact an EEO counselor within forty-five (45) calendar days of the date of the alleged discriminatory action or within forty-five (45) calendar days of when the employee was made aware of the alleged discrimination. Consistent with 29 CFR 1614, a formal EEO complaint must be filed within 15 calendar days of receipt of the notice of right to file from the EEO counselor.

#### **Section 4.5.2**

An employee has the right to be accompanied, represented, and advised by a representative of his/her choice at any stage of the complaint process under the EEO administrative complaint process or negotiated procedures. The employee is entitled to expeditious processing of the complaint or grievance within the time limits prescribed by regulations or by this Agreement. The employee will designate his/her personal representative in writing.

#### **Section 4.5.3**

Persons who allege discrimination or who participate in the presenting of such complaints or grievances will be free from restraint, interference, coercion, dissuasion, or reprisal.

#### **Section 4.5.4**

If a change in working conditions arises as a result of an EEO settlement, the Agency will notify the Union and will bargain upon the Union's request in accordance with Article 23, Mid-Term Negotiations.

### **Section 4.6 EEO Complaint Elections**

#### **Section 4.6.1**

Employees with complaints of discrimination on the bases of race, color, religion, sex, national origin, age, disability, or previous EEO activity may elect to have their complaints resolved by using either the negotiated grievance procedure as provided in this Agreement or the statutory complaint process, but not both.

#### **Section 4.6.2**

Consistent with Article 12, an employee shall be deemed to have made an election under either the statutory procedure or the negotiated grievance procedure at such time as the complainant files a written grievance or files a formal written complaint under the statutory EEO complaint procedure, whichever comes first. A discussion with an EEO Counselor in no way precludes the filing of a grievance that is otherwise timely.

#### **Section 4.6.3**

A mixed case complaint is a complaint of employment discrimination filed with the Agency EEO office based on race, color, religion, sex, national origin, disability, or age related to or stemming from an action that can be appealed to the MSPB. A "mixed case" appeal is an appeal filed with MSPB alleging an appealable agency action was taken in part or in whole because of discrimination based on race, color, religion, sex, national origin, disability, or age. An employee may file an EEO complaint with the Agency under the agency EEO complaint procedures or an appeal with MSPB under the MSPB procedures. An employee may not file a mixed case complaint under the Agency's EEO procedures and an MSPB appeal on the same matter. Whichever is filed first shall be considered an election to proceed in that forum.

### **Section 4.7 Reasonable Accommodations**

#### **Section 4.7.1**

The Agency is committed to affirmative action for the employment, placement, and advancement of qualified individuals with disabilities and disabled veterans.

#### **Section 4.7.2 Accommodation of Individuals with Disabilities**

When requested, the Agency agrees to make reasonable accommodations for known physical or mental limitations of employees with disabilities, unless the Agency can demonstrate the accommodation would impose an undue hardship on the operation of the Agency's program. Employees may request an accommodation, orally or in writing. The Agency must provide the employee requesting a reasonable accommodation with its accommodation policies and regulations that describe how to initiate an accommodation request and the Agency process for determining an accommodation request. The Agency will inform the employee of the appropriate management official with authority to engage in an interactive process with the employee to discuss reasonable accommodations options. In determining what accommodation, if any, can be made, the Agency will consider the perspective of the individual with a disability.

#### **Section 4.7.3**

The Agency will respond to an employee's request for reasonable accommodation within five (5) workdays of receiving the request. If additional time is necessary to respond to the request, the reason(s) for the delay and the approximate timeframe for the response will be provided to the employee in writing. If the request is denied, the reason(s) for the denial will be provided to the employee in writing. Denials will not be made for arbitrary reasons. If the Agency does not request additional time to respond and fails to respond within five (5) days, the Agency agrees that the employee may consider his or her request for accommodations to be granted, provided the requested accommodation is lawful.

#### **Section 4.7.4**

In the case of an employee with a disability who, even with reasonable accommodation, cannot perform the essential functions of his/her position, any determination regarding reassignments will be consistent with the EEOC's standards for applying the Americans with Disabilities Act.

#### **Section 4.7.5**

The Agency will provide employees with disabilities full consideration for all training opportunities. Once an employee is selected for training, the Agency will provide reasonable accommodations to the employee to attend and complete the training, consistent with federal guidelines and laws. The Agency agrees to provide on-the-job training opportunities to qualified disabled employees on the same basis as nondisabled employees, consistent with the Agency's operational needs.

#### **Section 4.7.6**

Employees with disabilities shall be provided with equal opportunity to perform official business travel.

#### **Section 4.7.7 Pregnancy and Temporary Disabilities**

Employees who are pregnant, nursing, or temporarily disabled may formally request accommodation. A formal request for such accommodation must be in writing and must include the employee's reason for requesting an accommodation, the employee's suggestion for an accommodation (e.g., modification of schedule), and the anticipated length of time the accommodation will be needed. The Agency agrees to consider such requests; the employee and supervisor should work together to try to find solutions to accommodate each other's needs. The Agency's decision of whether or not to provide individual accommodations will be made on a case-by-case basis, taking into consideration the employee's specific needs, the work environment, and the Agency's business needs. If an employee's request is based on a

medical condition, the Agency may require the employee to submit medical documentation in support of her/his request to the designated disability manager or disability committee. Where working conditions are more strenuous or hazardous than normal office conditions, a pregnant employee, after consultation with her physician, may request temporary reassignment to other available work for which she is qualified, to protect her health and that of her unborn child. She may also request modification of her work duties due to adverse working conditions. Where such reassignment is requested, based on medical certification, the Agency will make a reasonable effort to accommodate the employee's request. A pregnant employee shall not be involuntarily reassigned to other duties solely because of pregnancy, absent a medical determination that she is incapable of performing some or all of the duties of her position. Employees recuperating from illness or injury who are temporarily unable to perform the full range of official duties may submit to their supervisor a written request for a temporary assignment (not to exceed forty-five (45) calendar days initially, additional time to be considered as appropriate) to duties commensurate with the disabilities of the illness or injury. Such requests will be accompanied by a medical certification which will assist in establishing the duty limits for the employee. Upon receipt of the employee's written request with the accompanying medical statement, the Agency agrees to make a reasonable effort to assign duties to the employee in accordance with applicable rules and regulations, medical recommendations, and the needs of the office and other workers. The Agency will respond to an employee's request for reasonable accommodation or temporary assignment within five (5) workdays of receipt of the request. If additional time is necessary to respond to the request, the reasons for the delay and the approximate timeframe for the response will be provided to the employee in writing. If the request is denied, the reason(s) for the denial will be provided to the employee in writing. Denials will not be made for arbitrary reasons.

## **Section 4.8 Sexual Harassment**

### **Section 4.8.1**

Verbal, physical or visual conduct may constitute sexual harassment. Employees who are sexually harassed by supervisors, superiors, co-workers, or peers should make it clear that such behavior is offensive and report the harassment to the appropriate level. It is the responsibility of the supervisor/manager to immediately examine the matter and take necessary corrective action.

### **Section 4.8.2**

Where an employee has brought an allegation of sexual harassment to the attention of the Agency, the Agency shall treat such allegations as confidential and shall reveal no more information concerning such an allegation than is necessary to conduct a full, prompt, and serious investigation.

### **Section 4.8.3**

The Union representative designated in writing by the EEO complainant will have the same access to information as the complainant.

## **Article 5**

### **Employee Assistance Program**

#### **Section 5.1 Policy**

The Parties agree and recognize that some employees in the work place may experience situations in their personal lives such as divorce, death or financial problems which impact their ability to perform their duties in an acceptable manner. The Parties further recognize that some employees may suffer from treatable illnesses and disorders that occur as a result of alcohol, drug and substance abuse. Therefore, it is the policy of the Agency and the Union to work together to encourage troubled employees whose performance and/or conduct are adversely affected to seek counseling assistance or medical treatment through the base sponsored Employee Assistance Program (EAP).

#### **Section 5.2 Employee Assistance Program**

##### **Section 5.2.1**

The Agency agrees to make available to employees and their families the existing Employee Assistance Program (EAP) at no cost. The EAP can assist employees in addressing problems that have had an adverse effect on their personal lives, job performance, reliability or health and family members who have similar issues.

##### **Section 5.2.2**

The EAP provided by the Agency is a voluntary, work-based program that offers free and confidential assessments, short-term counseling, referrals, and follow-up services to employees who have personal and/or work-related problems.

##### **Section 5.2.3**

Supervisors should offer the availability of the EAP to employees who are experiencing situations that have adversely affected an employee's attendance, performance or conduct; however, supervisors will not attempt to diagnose employee problems; e.g., alcohol or drug abuse, depression, etc.

##### **Section 5.2.4**

The Agency will publicize and post information regarding the EAP on official bulletin boards. Once per year, a general announcement will be made to the base advertising and promoting the EAP by email, mailings or other appropriate method selected by the Agency.

#### **Section 5.3 Voluntary Participation and Employee Responsibility**

##### **Section 5.3.1**

Although the existence and functions of the EAP will be publicized to employees, no employee will be required to participate or be penalized for declining referral to the program. Use of the EAP is completely voluntary and confidential. If employees make appointments during non-duty hours, no information will be given to the Agency, except under 42 CFR Part 2 any instances of suspected child abuse and neglect must be reported to appropriate State or local authorities. Also, when an employee commits, or threatens to commit, a crime that would harm someone else or cause substantial property damage, law enforcement personnel must be informed.

### **Section 5.3.2**

If an employee wishes to leave the work place to meet with an EAP counselor during work hours and tells their supervisor, the employee will not be charged any type of leave for their first visit to the EAP. For subsequent appointments the employee must inform his or her supervisor and take appropriate leave for the absence. Confidentiality of the actual meetings or any outcome from them is still maintained, except the supervisor will know that a meeting with an EAP counselor occurred.

### **Section 5.3.3**

Employees who do not want their supervisors to know of their attendance must make arrangements for EAP appointments outside of duty hours or request leave in accordance with Article 25, Leave of this Agreement for appointments during duty hours.

## **Section 5.4 Confidentiality of the Program**

Without an employee's specific written consent, the Agency may not obtain information about the substance of the employee's involvement with the EAP. The EAP staff will provide the employee with a written notice concerning the confidential nature of EAP records along with the conditions where information discussed in counseling may be disclosed and inform the employee that there are three (3) types of disclosure:

1. Disclosure with consent. The employee's written consent is obtained before any information is released, except where disclosure without the consent of the client is allowed;
  2. Disclosure without consent. This disclosure is only permissible in a few instances, such as the following:
    - a. To medical personnel in a medical emergency;
    - b. In response to an order of a court of competent jurisdiction;
    - c. To comply with Executive Order 12564, "Drug Free Federal Workplace;"
    - d. An EAP is required by law to report incidents of suspected child abuse and neglect (in some States, elder and spouse abuse) to the appropriate State and local authorities; and
    - e. An EAP may make a disclosure to appropriate individuals, such as law enforcement authorities and persons being threatened if the employee has committed, or threatens to commit, a crime that would physically harm someone. This can be done only if the disclosure does not identify the employee as an alcoholic or drug abuser.
  3. Secondary disclosure. Any information disclosed with the employee's consent must be accompanied by a statement that prohibits further disclosure unless the consent expressly permits further disclosures.

## **Section 5.5 Confidentiality and its Relationship to Unacceptable Performance, Disciplinary and Adverse Action**

### **Section 5.5.1**

Information about discussions with the EAP cannot be disclosed without the employee's permission. There are regulations (42 CFR Part 2) that require confidentiality, and they provide penalties for unlawful or unauthorized release of information. However, there may be instances where it will be in an employee's best interests to sign a release of information, e.g., when an employee is seeking accommodation for a certain physical or emotional problem. Another example might be when an employee is involved in a potential disciplinary situation and wishes to show management his or her sincerity in seeking assistance with the problem. Based on this information regarding an employee's involvement in the EAP, a supervisor might decide to hold any disciplinary action in abeyance pending a positive change in the employee's performance or conduct.

### **Section 5.5.2**

If an employee receives a proposed disciplinary or adverse action, and the employee notifies the Agency for the first time that

1. He or she has a substance abuse problem that significantly contributed to the misconduct; and
2. Is seeking the services of the EAP; the Agency will consider placing the proposed action in abeyance while the employee undergoes treatment under terms and conditions agreed to by the employee. This provision only applies in the first instance of substance abuse and does not apply if severe, egregious or criminal misconduct is involved.

### **Section 5.5.3**

If a decision is made by the Agency to hold an action in abeyance and there are no further instances of related performance or conduct problems at the end of the specified period, the Agency will consider rescinding and closing the pending action.

### **Section 5.5.4**

Should the employee violate any terms of the agreed upon conditions or is involved in additional misconduct during the abeyance period, the proposed action will continue to be processed in accordance with the procedures outlined in 5 CFR 752, Agency instructions and regulations and Article 11 of this Agreement.

### **Section 5.5.5**

Should an agreement be reached between the employee and the supervisor to hold a disciplinary or adverse action in abeyance, the employee will not be required to forfeit his or her statutory rights to appeal an Agency decision should the employee fail to comply with its terms.

## **Article 6**

### **New Employee Orientation**

#### **Section 6.1**

The Union will be notified via email not later than the middle of the day on Wednesday if a bargaining unit position will be filled the following week. The information transmitted will include for each position:

- A. Employee's name
- B. Position title, Grade and Series
- C. Location of the position

#### **Section 6.2**

On the first work day of each pay period, normally a Monday, in-processing will occur as normal. If in-processing will occur on another day due to travel days, etc., the Union will be notified of when the in-processing will occur as soon as this fact is known. Bargaining unit personnel that are new to the 911<sup>th</sup> Airlift Wing will be told to attend a meeting with a Union representative at an agreed upon time in the Civilian Personnel office or other room designated by Civilian Personnel.

#### **Section 6.3**

The primary time for this meeting will be 1100 of the in-processing day. If this time is not available for any reason, the meeting will be moved to an agreed upon time which is during core hours. Alternate times in descending priority are:

- A. Later on the day of in-processing
- B. Two weeks later with the next in-processing class
- C. At a time worked out between the new employee, their supervisor, the Union Official and the Union Official's supervisor if required

#### **Section 6.4**

At the meeting, the Union President or other official designated by the Union President will have up to 20 minutes to talk to these new employees about the union plus extra time if there are questions. The Union Official making the presentation to the employees will be considered as being on "official" time which will be requested and managed as described in the collective bargaining agreement, Article 10. Depending on space available, the Union may, upon notification and agreement, bring an additional Union person for training purposes. A Union provided letter or brochure agreed upon by Management and the Union outlining the accomplishments and benefits of membership in the Union may be handed out at this meeting. Any audio visual equipment required will be furnished by the Civilian Personnel section if it is available and the requirement known prior to the briefing. If the requested audio visual equipment is not available, this information will be provided to the Union as soon as possible so the media may be changed or other adjustments made prior to the meeting.

**Section 6.5**

At the end of the meeting, the Union official may inform the new employees of how to join the Union. Actually joining the Union will be accomplished during non-duty time at the Union Office or other suitable location. Management will neither encourage nor discourage employees from joining the Union. A checklist signature block will be added to the “new employee orientation” checklist to indicate the employee has been briefed by the Union.

**Section 6.6**

An electronic copy of this Agreement will be emailed as part of any employee orientation package that is distributed to bargaining unit employees.

## **Article 7**

### **Union Rights and Official Facilities**

#### **Section 7.1 Exclusive Representation**

Pursuant to 5 U.S.C 7114 (a) (1), the Agency recognizes the Union as the exclusive representative of the employees in the bargaining unit. As such, the Union is entitled to act for and negotiate collective bargaining agreements covering all employees in the bargaining unit. The Union is responsible for representing the interests of all employees in the unit it represents without discrimination and without regard to labor organization membership. All employees shall be represented fairly and equitably in all aspects of personnel management and without regard to political affiliation, race, color, religion, national origin, gender, sexual orientation, marital status, age, or disabling condition, and with proper regard and protection of their privacy and constitutional rights.

#### **Section 7.2 Representation Requirements**

##### **Section 7.2.1 Formal Discussions**

1. Pursuant to 5 U.S.C. 7114(a) (2) (A), the Union shall be given the opportunity to be represented at any formal discussion between one or more employees it represents and one or more representatives of the Agency concerning any grievance (to include settlement discussions) or any personnel policy or practice or other general condition of employment. This right to be represented does not extend to informal discussions between an employee and a supervisor concerning a personal problem, counseling, or work methods and assignments.
2. To determine when or if the discussion meets “formal discussion” criteria of Section 7114(a) (2) (A) all of the following elements must be present. Elements are (1) there must be a meeting; (2) the meeting must satisfy the criteria of formality; (3) the participation in the meeting must be one or more employees or their representatives and one or more representatives of the agency; (4) the subject matter of the meeting must concern a grievance processed under the negotiated grievance procedure (NGP), or general personnel policies applicable to agency personnel, or conditions of employment affecting employees generally.
3. The Union President will be given advance notice of any formal discussion that is to be held. If the President is not available, the Agency shall contact another Union official. This advance notice will be given unless management has been prevented from doing so due to an emergency. In situations involving a meeting with a large group of employees (such as a meeting with a Branch, Division, or Office), the Union shall receive at least a two (2) workday notice of the meeting if possible.
4. The Agency management representative will permit the Union representative to ask relevant questions and to have full participatory rights during the meeting to the extent accorded to other employees.

## **Section 7.2.2 Investigatory Examinations**

1. As provided in 5 U.S.C. 7114 (a) (2) (B), and Article 11, Disciplinary and Adverse Actions, and this Agreement, the Union has the right to be represented at any examination of an employee in the bargaining unit by a representative of the Agency in connection with an investigation if
  - a. The employee reasonably believes that the examination may result in disciplinary action against the employees; and
  - b. The employee requests representation.
2. The Union representative will be given a reasonable amount of time to arrive at the examination. Once the employee requests representation, no further questioning will take place until the representative arrives. If the representative is not available due to work schedules or other representational business, the examination will be postponed until the next day.

## **Section 7.3 Access to Information**

The Agency will furnish to the Union, or its authorized representatives, upon request, and to the extent not prohibited by law, data which:

1. Is normally maintained by the Agency in the regular course of business;
2. Which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and
3. Which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining.

## **Section 7.4 Strikes and Work Stoppages**

The Union agrees that it will not assist nor participate in any strikes, work stoppages or slowdowns against the Government of the United States and will not condone such strikes, work stoppages or slowdowns by failing to take affirmative action to prevent or stop it. Additionally, the Union agrees not to call for, participate in or condone picketing which may disturb or hamper the Agency's operation.

## **Section 7.5 Surveys**

The Agency will provide the Union with reasonable advance written notice of surveys concerning conditions of employment that involve bargaining unit employees. The agency will also provide the Union with an advance written copy of survey results if possible. This section is not intended to preclude any Union involvement in such surveys that may exist in accordance with past practice, the parties' mutual agreement, or statute.

## **Section 7.6 Office Space, Furnishings and Equipment**

### **Section 7.6.1**

The Agency will continue to provide the Union such office space as has previously been provided. If

during the term of this agreement it becomes necessary for the Agency to propose a change to the location of the Union's office space, the Union will be afforded advance notice and the Agency will negotiate upon request of the Union prior to implementing any such change. The Union office will be renovated with the addition of new or used furniture, carpeting and painting to bring it up to levels commensurate with other administrative offices base wide. Union office space will also be provided with upkeep as regular contract maintenance performs base wide. Other facilities, including telephone line, fax line and computer capabilities will continue as previously provided. The Union will utilize the voice mail function of the base telephone system and use it as the primary contact method for non-emergency communication with the BUE and other base personnel. The Union will, to the extent possible maintain regular hours of operation of the Union Office.

## **Section 7.7 Bulletin Boards**

### **Section 7.7.1 Physical Bulletin Boards**

If physical Official Civilian Personnel Bulletin Boards are used, the Union will be afforded a portion of each official civilian bulletin board. Their locations will be as recorded at the Civilian Personnel Office and will not be less than one for each division. Material presented on the Civilian Bulletin Boards will not be subject to approval by the Agency, however, the Union agrees that all such material will be clearly identified as Union issuances and shall not contain material that is scurrilous, libelous, or unlawful. Location of Union authorized space of the civilian bulletin board will be designated by the Agency and shall wherever possible by a space 16" by 20".

### **Section 7.7.2 Electronic Bulletin Boards**

The Agency and Union agree that if physical official bulletin boards have been replaced by an Official Electronic Civilian Personnel Bulletin Board, physical official bulletin boards will be taken down or become unofficial bulletin boards and the Union will be granted access to the Agency's Official Electronic Civilian Personnel Bulletin Board similarly to the access afforded previously to official bulletin boards in section 7.7.1. Up to 8 articles and 4 Gigabytes will be allowed to be posted to the electronic official bulletin board subject to the same conditions described in section 7.7.1.

## **Section 7.8 Communication**

### **Section 7.8.1 E-Mail**

1. The Union may communicate with Agency officials, bargaining unit employees and neutral third parties via the Agency's e-mail system. The Union will comply with all security measures enforced on other users.
2. The Union will be judicious in the use of attachments to e-mail messages. Attachments will be kept to a reasonable size, with the understanding that some documents, like arbitrators' decisions, can be lengthy.
3. Information that is defamatory, political or concerning internal Union business will not be sent through the Base Mail or Email systems.

### **Section 7.8.2 Distribution of Literature**

Official publications of the Union, which may include newsletters, fliers, or other notices, may be distributed on Agency property by Union representatives during approved non-duty time. Distribution shall be accomplished so as not to disrupt operations. All such materials shall be properly identified as official Union issuances.

#### **Section 7.8.2.1 Conduct of Union Business**

All internal Union business will be conducted during the non-duty hours of the employees involved. Internal business includes:

- a. The solicitation of membership
- b. Campaigning for and elections of labor organization officials
- c. Collection of dues, including processing of dues forms.
- d. Preparation, distribution and posting of union literature.
- e. Planning of and conducting union meetings
- f. Publicizing meetings or activities.

### **Section 7.8.3 Mail**

Consistent with postal regulations, the Union shall have use of Agency metered mail limited to labor relations representational matters but not including matters relating to internal Union business. This, however, does not permit the Union representative to use other types of mailing such as express, overnight, registered, certified mail, etc., except where required or to meet time frames imposed by a third party (e.g., EEOC, arbitrator, FSIP, FLRA).

### **Section 7.8.4 Private Messenger/Delivery Services**

The Union will be provided access to any private messenger or delivery services (e.g., UPS, Fed Ex) used by the Agency for delivery of materials to Agency official or neutral third parties for representational purposes.

## **Article 8**

### **Management Rights**

#### **Section 8.1 Purpose**

This Article shall be administered in accordance with 5 U.S.C. Chapter 71 and this Agreement. The purpose of this Article is to set forth the statutory Management rights.

#### **Section 8.2 Statutory Rights**

##### **Section 8.2.1**

Nothing in this Agreement shall affect the authority of any Management official:

1. to determine the mission, budget, organization, number of employees and internal security practices of the Agency; and
2. in accordance with applicable laws-
  - a. 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;
  - b. to assign work, to make determinations with respect to contracting out and to determine the personnel by which Agency operations shall be conducted;
  - c. with respect to filling positions, to make selections for appointments from -
    - i. Among properly ranked and certified candidates for promotion; or
    - ii. Any other appropriate source; and
  - d. to take whatever actions may be necessary to carry out the Agency mission during emergencies.

##### **Section 8.2.2**

Nothing in this Agreement shall preclude the Agency and the Union from negotiating –

1. At the election of the Agency, 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;
2. Procedures which Management officials of the Agency will observe in exercising any authority under this section; or
3. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such Management officials.

#### **Section 8.2.3**

All rights, powers, prerogatives and authorities which have not been specifically abridged, deleted or modified by this agreement are also retained by the Agency. This provision will not serve to void any past practices which have or may ripen into conditions of employment.

#### **Section 8.2.4**

The provisions of this article shall apply to all mid-term collective bargaining agreements between the parties.

## **Article 9**

### **Labor-Management Cooperation**

#### **Section 9.1 General**

The Union and the Agency recognize that the elements of good government are the promotion of increased quality and productivity, customer service, mission accomplishment, efficiency, quality of work life, employee empowerment, organizational performance and mission readiness. To this end, it is mutually agreed to adopt this standard for all dealings and to address issues informally at the lowest practical level.

#### **Section 9.2 Purpose**

To this end Executive Order 13522 directed the creation of Labor-Management (LM) Forums to improve delivery of government services. LM forums allow for pre-decisional involvement (PDI) in workplace matters to the extent practicable. LM forum design does not require negotiations to take place, but does provide a place of information/idea exchange. Negotiations can be accomplished separately. To comply with Executive Order 13522 and in order to improve the Management/Labor environment, Management and the Union agree to establish a Labor-Management Forum.

#### **Section 9.3 Basic Structure**

The concept is to meet once per quarter for about an hour. Frequency and length of meetings can be discussed at the first LM Forum. Ideas from both sides will be discussed and these ideas or subjects should be submitted ahead of time to the Labor Relations Officer (LRO) who will setup an agenda. Taskings may come out of these meetings with following Forums being organized along the lines of old business/tasking updates and new business/new taskings.

#### **Section 9.4 Membership**

The Management attendees will be the Wing Commander, the three Group Commanders and the LRO. The Union President is invited to attend with up to four Union Officials of the President's choice. Experts may be brought in for information sharing with notice. If subjects discussed in the LM Forum result in negotiations being required, these will be accomplished outside the LM Forums.

#### **Section 9.5 Training**

To achieve optimal results from the Partnership, the best interests of both Parties are served by joint Labor-Management training. The types of training that will best suit the needs of the Partnership will be determined by the Partnership Committee. The Agency will pay any costs for such training.

#### **Section 9.6 Duty Status**

While participating in Partnership activities, all bargaining unit members will be considered on official time.

## **Article 10**

### **Representational Duties and Official Time**

#### **Section 10.1 Purpose**

The purpose of official time is to provide bargaining unit employees time in which to perform union representational activities during normal working hours, without loss of pay or charge to annual leave. This Article provides an equitable process for the allocation and approval of official time and recognizes that the appropriate use of official time benefits both Management and Labor.

#### **Section 10.2 Representational Functions**

##### **Section 10.2.1**

In order to develop and maintain effective labor-management relations, the Agency agrees to recognize the Union President, Vice President, Secretary, Treasurer, one Chief Steward, and not to exceed five stewards as appropriate users of official time for Union representational functions. The Union agrees these officials will be active Air Force Employees and will provide the Agency with a list of the names, duty locations, telephone numbers and the areas that the stewards will primarily represent. Stewards designated for each major organization will normally serve as the initial point of contact for Management as well as employees in all matters concerning that section. The Union agrees that all steward vacancies will be filled as soon as possible. The Union will maintain a current list of Union Officers and stewards and will provide the Agency an updated copy as changes occur. Attachment 1, Request for Use of Official Time, will be used to document all official time used under this agreement.

##### **Section 10.2.2**

Official time is prohibited for any activities performed by any employee relating to the internal business of the Union including the solicitation of membership, elections of Union officials, and collection of dues.

##### **Section 10.2.3**

Official time for employees and representatives is provided under separate authority to participate in certain statutory appeal procedures. This includes, but is not limited to, proceedings before the Federal Labor Relations Authority and the Merit Systems protection Board. Such official time is not limited by this Article, and will not be charged against any amount of official time granted to the Union under Section 10.4.1

#### **Section 10.3 Release Procedures for Official Time Use**

##### **Section 10.3.1**

With the exception of the Union President and Chief Steward, whose use of official time is addressed separately below, whenever it is necessary for an officer or steward to leave his/her work area for representational purposes, he/she shall request permission from his/her immediate supervisor as much in advance as possible. Such request shall include information as to where he/she is going, how he/she can be contacted, the specific nature of the business to be transacted, and when he/she expects to return to his/her work station. If the official time cannot be approved for the originally requested time, but must be rescheduled, the supervisor will inform the official/steward of an alternate suitable time. Official

time will be approved and scheduled to the extent consistent with the workload requirement of the duty section. Upon return to the work area, the officer/steward will report to his/her supervisor to allow the amount of time used to be noted. When it is necessary for a Union Officer or steward to visit an employee or another Union officer or steward in their work area, the officer or steward will secure permission from the supervisor of the officer/steward/employee who is receiving the visit before entering the work area. Union officers and stewards will limit their absence for representational duties to the minimum amount of time necessary to carry out the Union's responsibilities. Requests that a Union representative or employee be permitted to adjust his/her starting and quitting times so as to allow the Union representative to assist an employee on a different schedule will not be unreasonably denied.

#### **Section 10.3.2**

On occasion, discussions between the Union representative and the employee may take longer than originally anticipated. In these cases, both may contact their supervisors telephonically or by e-mail to notify them of the need to extend the anticipated return time and gain new permission.

### **Section 10.4 Allocation of Official Time**

#### **Section 10.4.1**

In addition to any official time to which Union representatives are statutorily entitled, Union officers and stewards will be granted the following amounts of official time to perform appropriate representational functions:

Local Union President – Up to two hours of each workday either at the beginning or end as coordinated with the supervisor. The President will notify the supervisor that representational duties are being performed. If no representational duties are identified, the official time for that day will not be used.

Chief Steward - Up to two hours of each workday either at the beginning or end as coordinated with the supervisor. The Chief Steward will notify the supervisor that representational duties are being performed. If no representational duties are identified, the official time for that day will not be used.

One person can only take two hours per workday of this additional leave even if serving in both positions.

Treasurer - One (1) hour a week. This time can be rolled into no more than four (4) hours a month.

Union officers and stewards will also be granted official time to attend joint Agency/Union committees of which they are members, to respond or make recommendations to request from supervisors, management, or agency officials, and for attending other official meetings when approved in advance be the Agency.

### **Section 10.5 – Training**

#### **Section 10.5.1**

Up to 120 hours of official time will be allotted to the Union per year to be used by Union Officers and

stewards for Union sponsored training concerning representational duties. If more training time is desired, the Union will submit a request to the Wing Commander through the Labor Relations Officer (LRO) justifying why the additional time is needed. Administrative excusal for this purpose will cover only such portions of the training session, which meet the foregoing criteria. The Union agrees to submit written requests for the use of official time at least four (4) weeks before the training is scheduled. The request will be submitted to the LRO and include the name of the Union representative attending, the dates of the training, number of official hours requested, the agenda and type of training. The LRO will review the training agenda, determine if the training is an appropriate use of official time and notify the Union in writing within seven (7) calendar days of its approval/disapproval. If approved by the LRO, the Union officer/steward will request use of official time for the training session from his/her immediate supervisor as outlined in paragraph 10.3.1 of this article.

#### **Section 10.5.2**

Official time for training will be approved by the supervisor within seven (7) calendar days except in cases where the absence of the employee or employees will significantly adversely impact the Agency's work requirements. When a request for official time for training is disapproved for any reason, the reasons for such disapproval will be furnished to the representative who made the request and to the Union President at the time of disapproval.

#### **Section 10.6 Allegations of Abuse**

Alleged abuses of official time shall be brought by supervisors and management officials on a timely basis to the attention of an appropriate management official designated by the Agency. The designated management official will then discuss the matter with the President of the Union. After the discussion, the management official will decide if further action is required.

#### **Section 10.7 National Representative Visits**

National representatives of the Union having a requirement to visit the facility will be granted access in accordance with existing procedures for visitor passes. The visit will be arranged through the Civilian Personnel Officer or his/her designated representative.

## **Article 11**

### **Disciplinary and Adverse Actions**

#### **Section 11.1 Purpose and Policy**

##### **Section 11.1.1**

The objective of discipline is to correct and improve employee behavior so as to promote the efficiency of the service. It is not to be punitive in nature. The concept of progressive discipline, which is designed primarily to correct and improve employee behavior, will guide managers in making decisions regarding discipline.

##### **Section 11.1.2**

Normally, discipline should be preceded by counseling which is informal in nature. Counseling will be conducted privately and in such a manner as to avoid embarrassment to the employee. A witness to the proceedings is allowed for the protection of both parties. Bargaining unit employees will be subject to disciplinary or adverse action only for just and sufficient cause. Disciplinary or adverse actions will be taken only for such cause as to promote the efficiency of the service.

##### **Section 11.1.3**

1. Disciplinary and adverse actions will be handled as defined and in accordance with AFI 36-704 to the extent that AFI 36-704 does not conflict with the terms of this Agreement.
2. A representative of the Union shall be given an opportunity to be present at any examination (i.e., questioning) of an employee in connection with an investigation if the employee reasonably believes that the examination may result in a disciplinary action against him/her and the employee requests such representation. Once an employee chooses to exercise this right by requesting representation, no further questioning will take place until the Union has been given a reasonable opportunity to provide a representative.
3. Disciplinary and adverse actions will be consistently applied. The Agency will administer disciplinary and adverse action procedures and determine appropriate penalties to all employees in a fair and equitable manner. The deciding official will normally be different from the official who proposed a disciplinary or adverse action and at a higher level of management than the proposing official.

#### **Section 11.2 Timeliness of Agency proposal**

If the Agency believes that disciplinary or adverse action is necessary, such action will be initiated in a timely manner after the offense was committed or made known to the Agency.

## **Section 11.3 Employee Response to Proposed Discipline**

### **Section 11.3.1**

The employee will be given a reasonable amount of duty time, normally four (4) hours to prepare and present a response to the proposal.

### **Section 11.3.2**

Upon request, the employee and/or his designated representative will be provided, in a timely manner, copies of all material that will not interfere with a pending investigation involving any disinterested party in the action at hand, which was gathered in any investigation into the matter that led to the reprimand.

### **Section 11.3.3 Requests for Time Extensions on Proposals**

The Agency will not unreasonably deny a request for extension of the time to respond to proposals.

### **Section 11.3.4 Medical Condition**

An employee who wishes consideration of any medical condition that may contribute to a conduct, performance or leave problem shall be given a reasonable amount of time to furnish medical documentation (as defined in 5 CFR 339.102) in accordance with Article 17 of this Agreement.

## **Section 11.4 Agency Decision**

### **Section 11.4.1**

After receiving the employee's response, and considering all available information, the Agency will issue a written decision that complies with the requirements of AFI36-704.

### **Section 11.4.2**

If the Agency wishes to add additional charges between the time it proposes disciplinary action and when a decision is issued, the Agency will rescind the original proposal and issue a new one, including the new charges, thus starting the process over.

### **Section 11.4.3 Off-Duty Conduct**

In cases where a disciplinary or adverse action is proposed for reasons of off-duty misconduct, the Agency's written notification will also contain a statement of the nexus between the off-duty misconduct and the efficiency of the service. The notification will describe why and how there is a connection between the specific off-duty misconduct and the efficiency of the service. (As example, a ticket for speeding or DWI during off-duty that led to an arrest must impact the employee's government job and interfere with the efficiency of the service so as to warrant disciplinary or adverse action.)

## **Section 11.12 Appeal Rights**

### **Section 11.12.1**

The employee may appeal the decision to take adverse actions either to the Merit Systems Protection Board (MSPB) or under the provisions of Article 11, Negotiated Grievance Procedure, but not both. The decision letter will also specify the date by which a grievance must be filed; the name, telephone number and e-mail address of the management official to whom a grievance should be addressed. The

decision letter will also specify the date by which an appeal to MSPB must be filed and include the IP address of the MSPB website.

#### Section 11.12.2

The choice of the appeal forum is irrevocable. An employee shall be deemed to have exercised his/her option at such time as the employee timely initiates an appeal to the MSPB, or timely files a written grievance, whichever occurs first.

## **Article 12**

### **Negotiated Grievance Procedure**

#### **Section 12.1 Purpose**

The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances filed by bargaining unit employee(s), the Union or the Agency.

#### **Section 12.2 Coverage and Scope**

Section 12.2.1 A grievance means any complaint:

1. by an employee(s) concerning any matter relating to the employment of the employee;
2. by the Union concerning any matter relating to the employment of any employee; or
3. by any employee(s), the Union or the Agency, concerning the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or any claimed violation, misinterpretation or misapplication of any law, rule or regulation affecting conditions of employment.

#### Section 12.2.2

Grievances on the following matters are excluded from the scope of this procedure:

1. Any claimed violation of subchapter III of chapter 73 of Title 5 U.S.C. relating to prohibited political activities;
2. Retirement, life insurance or health insurance;
3. A suspension or removal under 5 U.S.C. 7532 relating to national security;
4. Any examination, certification or appointment; or
5. The classification of any position which does not result in the reduction in grade or pay of an employee;
6. personnel actions as a result of Reduction in Force;
7. Non-selection for promotion from a group of properly ranked and certified candidates;
8. actions terminating temporary promotions;
9. Non-adoption of a suggestion.

#### **Section 12.3 Exclusivity**

##### Section 12.3.1

Grievances may be initiated by employee(s) covered by this Agreement and/or their Union

representative or by the Agency. Representation of bargaining unit employees shall be the sole and exclusive province of the Union.

#### Section 12.3.2

This procedure shall be the exclusive procedure for resolving such complaints except for matters excluded by law. The Union agrees to avoid supporting frivolous complaints, to investigate grievances and to assure that a reasonable basis exists before proceeding.

### **Section 12.4 Representation**

#### Section 12.4.1

Employee(s) utilizing the negotiated grievance procedure will have the opportunity to be accompanied, represented and/or advised by a representative of the Union, if the employee chooses representation. In addition, an employee and/or group of employees have the right to present and process grievances under this procedure on their own behalf. In such cases, the Union will be afforded the opportunity to have a representative present during any formal discussions/meetings, between the Agency and the grievant(s) relating to the grievance filed. Bargaining unit members who do not choose union representation must represent themselves. Bargaining unit employees are not entitled to any other form of personal representation during the grievance process.

#### Section 12.4.2

The Union has the right to be present during any proceeding under the negotiated grievance procedure. If the Union is not the designated representative, a copy of the grievance will be provided to the Union within five (5) calendar days of the filing date. The Agency will provide the Union reasonable advance notice of any grievance meeting/discussion when the Union is not the designated representative. A copy of each grievance decision will be timely provided to the Union.

#### Section 12.4.3

Where the grievant elects Union representation, meetings and communication with regard to the grievance and any attempts at resolution shall be made through the designated Union representative.

#### Section 12.4.4

When the grievant and the representative are on the same fixed shift, all steps in the grievance process will be scheduled during that shift unless the Parties mutually agree otherwise.

#### Section 12.4.5

In situations where the grievant(s) and representative are on different work schedules, the Parties will make every reasonable effort to schedule all steps in the grievance process to the common work times of the grievant(s) and representative unless the parties mutually agree otherwise.

### **Section 12.5 Resolution of Grievances and Employee Standing**

The Union and the Agency agree that grievances should be settled in an orderly, prompt and equitable manner so that the efficiency of the Agency may be maintained and morale of employees shall not be impaired. Every effort shall be made by the Agency and the Union to settle grievances at the first level of supervision. Employees and their representatives will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal, consistent with 5 U.S.C. Chapter 71 and this

Agreement, in seeking adjustment of grievances. Employees shall be authorized reasonable Official Time while on duty to prepare and participate in grievances, including individual or group grievances.

### **Section 12.6 Grievability/Arbitrability Questions**

In the event either party should declare a grievance non-grievable or non-arbitral, the original grievance shall be considered amended to include this issue. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

### **Section 12.7 Time Limits**

#### **Section 12.7.1**

All grievances, employee, Union or Agency must be presented within (fourteen) 14 calendar days after receipt of the notice of action, occurrence of the incident or knowledge of the incident.

#### **Section 12.7.2**

Proof of receipt of any step of a grievance is the signature with date of the accepting Official. The parties agree that copies of accepted grievances, supporting documentation and correspondence concerning grievances may be transmitted as required via email. The use of read receipts to verify delivery is recommended.

#### **Section 12.7.3**

All the time limits in this Article may be extended by mutual consent.

### **Section 12.8 Options**

#### **Section 12.8.1**

Matters covered under 5 U.S.C., Sections 4303 (Unacceptable Performance) and 7512 (Adverse Actions) which also fall under the coverage of this agreement may, in the discretion of the aggrieved employee, be raised under the appropriate appellate procedures of 5 USC Section 7701 or the negotiated grievance procedure, but not both. An employee shall be deemed to have exercised his/her option at such time as the employee timely files a notice of appeal under the applicable appellate procedures or timely files a grievance in writing, whichever event occurs first.

#### **Section 12.8.2**

Similarly, an aggrieved employee affected by a prohibited personnel practice under 5 USC 2302(b) (1) which also falls under the coverage of this agreement may raise the matter under a statutory procedure or the negotiated procedure but not both. An employee shall be deemed to have exercised his/her option at such time as he/she timely files a grievance in writing or files a written complaint under the statutory EEO procedure, whichever event occurs first.

#### **Section 12.8.3 Equal Employment Opportunity and the Grievance Procedures**

1. Allegations of discrimination based on race, color, religion, sex, national origin, age, physical or mental disability, or reprisal may be discussed with an EEO counselor prior to deciding whether to file a grievance.

2. An employee in the bargaining unit, aggrieved over an equal employment opportunity complaint, may raise the matter under this negotiated grievance procedure or under the EEO statutes, but not both.
3. Employees electing to use EEO procedures should refer to Article 4 of this document.
4. Employees who do not elect to use EEO Counseling, must initiate any grievance within 14 calendar days of the event which gave rise to the allegation, or after the date the employee became aware of the event, in accordance with the above procedure.

## **Section 12.9 Procedures for Employee Grievances**

The following procedures are established to provide a three step review process for the resolution of grievances of bargaining unit employees. In the event that the levels of management involved in a particular grievance do not allow for 3 levels of on-base review, the number of steps will be limited to the number possible at Wing Commander Level and below.

### **Section 12.9.1 (Step 1)**

1. A grievance must be submitted in writing by the employee or their designated representative on a standard grievance form provided by the Union, and presented to the immediate supervisor. However, if the grievance is against the immediate supervisor, Step 1 will start at the next highest level of management that has the authority and the control over the issue involved. For instances in which the substance of the grievance is not within the authority and control of the immediate supervisor, the grievance will initially be presented at Step 1 to the lowest level of management that has authority and control over the issue involved.
2. As a minimum, the written grievance will contain:
  - a. the grievant(s) name, duty assignment and telephone number;
  - b. the specific nature of the grievance, including the identification of any provisions of this Labor-Management agreement alleged to have been violated and, if known, the provision(s) of any law, rule and/or regulation affecting conditions of employment alleged to have been violated;
  - c. the remedies sought; and
  - d. The name, address and telephone number of the designated representative.
3. Within seven (7) calendar days after receipt of the grievance, the Step 1 official must hold a meeting with the grievant(s) and/or the designated representative. The Step 1 official must issue a decision within seven (7) calendar days after the meeting. The decision will grant, partially grant or deny the relief sought.
4. The Step 1 decision will include the name, title and work telephone number of the Step 2 official. The Step 1 official will forward the grievance material to the Step 2 official upon request from the step 2 official.

### **Section 12.9.2 (Step 2)**

1. If the employee is not satisfied with the decision at step 1, the grievance may be appealed to the step 2 official within seven (7) calendar days after receipt of the step 1 decision. Within seven (7) calendar days after receipt of the grievance, the Step 2 official (the next highest level of management) must hold a meeting with the grievant(s) and/or the designated representative.
2. The Step 2 official (the next highest level of management) will as speedily as possible, attempt to resolve the grievance and will, within seven (7) calendar days after the meeting date give a written decision containing the reasons for the decision. The decision will grant, partially grant, or deny the relief sought.
3. The Step 2 official will forward the appropriate grievance material to the Step 3 official (Installation Commander) upon request from the step 3 official.

### **Section 9.3 (Step 3)**

1. If the employee is not satisfied with the decision at step 2, the grievance may be appealed to the step 3 official (Installation Commander) within seven (7) calendar days after receipt of the step 2 decision. Within seven (7) calendar days after receipt of the grievance, the Step 3 official (Installation Commander) must hold a meeting with the grievant(s) and/or the designated representative.
2. The Step 3 official (Installation Commander) will as speedily as possible, attempt to resolve the grievance and will, within seven (7) calendar days after the Step 3-meeting date, give a written decision containing the reason for the decision.
3. If the decision is not acceptable, the Union may refer it to arbitration in accordance with Article 12 Arbitration.

### **Section 12.10 Grievance Decisions**

All grievance decisions will be in writing and state the issue being grieved, a summary of the findings and the rationale for the decision. Copies of relevant documents cited in the decision will be provided upon request if they are not otherwise readily available to the employee. The use of email to send the documents is appropriate,

### **Section 12.11 Failure to Meet Requirements**

1. All grievance decisions will be made as promptly as possible at each level of consideration described herein. Unless mutual agreement is reached for extending the time limits within which a decision must be rendered, failure to meet the time limits will allow the grieving party to proceed to the next step upon written notification.
2. If the grievant, after receiving a decision fails to timely pursue the grievance, the grievance shall be terminated.

3. Failure to issue a decision will not in and of itself terminate a grievance.

### **Section 12.12 Withdrawal**

The Union, acting as the responsible representative of all employees in the bargaining unit, may, at any step of this procedure, withdraw on a nondiscriminatory basis from the grievance.

### **Section 12.13 Union and Agency grievances**

When the Agency or the Union decides to file a grievance, it will do so by filing the grievance in writing directly with the other party for resolution. As a minimum, the grievance letter will indicate the specific nature of the grievance and the remedy desired. The submission of Agency or Union grievances is subject to the same time limit required for employee grievances. Grievance reply will be provided within fourteen (14) calendar days from receipt of the grievance. If the aggrieved party is dissatisfied with the reply and desires to submit the grievance to arbitration, it will so inform the other party within fifteen (15) calendar days from the receipt of the reply.

## **Article 13**

### **Arbitration**

#### **Section 13.1 Purpose**

This Article shall be administered in accordance with the Federal Service Labor- Management Relations Statute, Title 5, U.S. Code Chapter 71, DoD and Agency regulations and instructions and this Agreement. This Article establishes the procedures for the arbitration of disputes between the Union and Agency, which are not satisfactorily resolved by the negotiated grievance procedure found in Article 12 of this Agreement. A referral to arbitration can be made only by the Union or the Agency.

#### **Section 13.2 Preliminary Procedures**

The Union or the Agency may invoke arbitration by serving written notice on the other party within fifteen (15) calendar days following receipt of a final decision under the Negotiated Grievance Procedure found in Article 12. The notice shall identify the grievance and shall be signed and dated by an authorized representative on behalf of the Party submitting the matter to arbitration. Each party will have an additional 15 days after invoking arbitration to pay their portion of the arbitration request fee. Submission will be made by close of business on the 15<sup>th</sup> day. If fee is not paid within 15 days after request for arbitration by the invoking party, the arbitration request will be considered withdrawn.

##### **Section 13.2.1 Method of Selecting an Arbitrator**

When arbitration is invoked, the Parties to the arbitration shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) by jointly submitting a request. Within seven (7) calendar days from receiving the list of arbitrators from the FMCS, the Parties shall meet to select an arbitrator. If the Parties cannot agree upon an arbitrator, the Parties shall each strike one (1) name from the list alternately and then repeat the procedure until only one name remains. The person whose name remains shall be selected as the arbitrator. The Party striking the first name shall be chosen by a coin toss. The cost of obtaining a list of arbitrators from the FMCS shall be shared equally by the Parties. At any time, the Parties may obtain a new list of arbitrators from the FMCS by mutual consent. The FMCS shall be empowered to make a direct designation of an arbitrator to hear the case in the event (1) either Party refuses to participate in the selection of an arbitrator.

##### **Section 13.2.2**

Upon selection of the arbitrator, the Parties shall jointly communicate with the arbitrator and one another to select an agreeable date for the submission of motions and responses dealing with questions of arbitrability, if any, and establish a date for the hearing. The parties will attempt to agree on a joint submission of the issue for arbitration. If the parties fail to agree on a joint submission of the issue for arbitration, each shall present what they consider to be the issue and the arbitrator shall determine the issue(s). If the party that invoked arbitration does not agree to a joint submission or make their own submission within 15 days after selecting an arbitrator, the arbitration request will be considered withdrawn. The parties agree that the issue(s) to be arbitrated shall be no broader in scope than the issues presented during the grievance procedures, except that the parties would not be precluded from introducing background material. The arbitrator will apply any Agency instructions which may come before him/her in consideration of any interpretation offered by the Agency's Office of Primary Responsibility for that instruction and will decide what weight, if any, to give to such interpretation.

Hearings over employee grievances shall take place at the site where the employee works, unless otherwise mutually agreed to.

#### **Section 13.2.3**

When a grievance concerns a complaint of sexual harassment, as defined in Article 4, Equal Employment Opportunity, the hearing shall be a closed forum upon request of either party.

### **Section 13.3 Grievability/Arbitrability**

The arbitrator has the authority to make all grievability and/or arbitrability determinations. If either Party raises an issue of grievability/arbitrability, the arbitrator will hear the merits of the underlying grievance and decide both issues together. Arbitrability/grievability issues must be raised in writing by Step 3 of the grievance procedure. Upon mutual agreement of the Parties, issues arising under this section may be submitted to the arbitrator by brief, and decided prior to a hearing on the merits of the underlying grievance. Any allegations of grievability/arbitrability will be heard as threshold issues in the hearing. There will be no separate hearing for grievability/arbitrability issues, except by mutual consent.

### **Section 13.4 Witnesses and Parties**

#### **Section 13.4.1**

The grievant(s), the grievant's representative, and technical advisor, if any, and all employees identified as witnesses, who are in an active duty status, shall be excused from duty and granted duty time and travel and per diem expenses to the extent necessary to participate in all phases in the arbitration proceeding, either as a Party or to testify as a witness, without loss of pay.

#### **Section 13.4.2**

The Agency shall attempt to ensure that all witnesses who are employed by the Agency are available for the hearing. In those instances when a witness cannot be made available on the day required, the arbitration may be postponed.

### **Section 13.5 Authority of Arbitrator**

The arbitrator's decisions shall be final and binding subject to the Parties' right to take exceptions to an award in accordance with law, or the grievant's right, if applicable, to initiate court action. However, the arbitrator shall be bound by the terms of this Agreement and shall have no authority to add to, subtract from, alter, amend or modify any provision of this Agreement. Furthermore, the arbitrator shall not change, modify, alter, delete, or add to the provisions of any law, rule or regulations affecting conditions of employment. The arbitrator shall consider and decide only on the specific issue(s) submitted to him/her by the parties to this agreement and shall not have authority to make a decision on any matter not so submitted. The arbitrator may retain jurisdiction over a case when necessary to clarify the award, and will retain jurisdiction in all cases where exceptions are taken to an award and the Federal Labor Relations Authority sets aside all or a portion of the award.

### **Section 13.6 Ex Parte Communication with Arbitrator**

There will be no communication with the arbitrator unless both Parties are participating in the communication.

### **Section 13.7 Computation of Time**

In computing periods of time for the purpose of this article, the first day of counting will be the day after the day of the act or event (e.g., the day after the employee received a final decision to take discipline, or the day after the deadline for submitting a response to a grievance). If the last day in the count is a Saturday, Sunday, a legal holiday, a day other than a legal holiday when the Agency's office is closed, or a day in which an unscheduled leave policy is in effect due to inclement weather, that day shall not be counted, and the last day will be the next regular work day.

### **Section 13.8 Arbitrator's Award**

The arbitrator will be requested by the parties to render his/her decision as quickly as possible, but no later than thirty (30) days after the conclusion of the hearing. The arbitrator's award will be binding on both parties, except that either party may file exceptions to an arbitrator's award with the Federal Labor Relations Authority under regulations prescribed by the Authority under 5 USC 7122. If no exception or other appropriate legal action is filed within the time limit established by statute and/or FLRA regulation, the award is final and binding. The appropriate Party will immediately take the actions required by the final award after it becomes final and binding, except as provided by the Award.

### **Section 13.9 Costs of Arbitration**

#### **Section 13.9.1**

The Parties agree to share equally the cost of regular fees, including reasonable travel expenses of the arbitrator selected to hear the case.

#### **Section 13.9.2**

1. The cost of a reporter or transcript, if used, shall be shared equally by the Parties if it is mutually agreed by the Parties to have one, or where requested by the arbitrator. Absent mutual agreement, either Party may unilaterally request that a transcript be prepared but must bear all costs incurred in its preparation.
2. Either party may prepare audio recordings of the arbitration proceeding at their own expense and through their own resources. Such recordings will not be considered the official records of the hearing by the arbitrator and will be disclosed to the other party at the time of recording.

#### **Section 13.9.3**

If, prior to the arbitration hearing, the Parties resolve the grievance, any cancellation fees shall be borne equally by both Parties. If a Party requests postponement, that Party shall bear the full cost of any rescheduling fees or postponement fees.

## Article 14

### **Hours of Work and Tours of Duty**

#### **Section 14.1 Purpose**

This Article shall be administered in accordance with Title 5, United States Code (“U.S.C.”), Chapters 61; Title 5, Code of Federal Regulations, Parts 610, Agency regulations and instructions and this Agreement. The purpose of this Article is to prescribe the policies covering hours of work for all employees in accordance with applicable law and regulation.

#### **Section 14.2 Definitions**

##### Section 14.2.1

**Tour of duty** under a *flexible work schedule* means the limits set by this Agreement within which an employee must complete his or her basic work requirement. Under a *compressed work schedule* or other *fixed schedule*, tour of duty is synonymous with basic work requirement.

##### Section 14.2.2

**Administrative workweek** is any period of 7 consecutive calendar days designated in advance by the head of an agency under 5 U.S.C. 6101. The regularly scheduled administrative workweek is the period within the administrative workweek during which the employee is scheduled to work in advance of the administrative workweek. (See definitions in 5 CFR 610.102. See also 5 CFR 550.103 and 551.421.)

##### Section 14.2.3

**Adverse Agency Impact** is the condition for which the Agency may cancel an alternative work schedule, or exclude some positions or employees from any particular alternative work schedule. Adverse agency impact means a reduction of the productivity of the Agency, a diminished level of services furnished to the public by the Agency, or an increase in the cost of Agency operations (other than a reasonable administrative costs relating to the process of establishing a flexible or compressed schedule).

##### Section 14.2.4

**Basic Work Requirement** means the number of hours, excluding overtime hours, an employee is required to work or to account for by charging leave, credit hours, excused absence, holiday hours, compensatory time off or time off as an award. For full-time employees, the basic work requirement is 80 hours per biweekly pay period. A part-time employee’s basic work requirement is the number of hours the employee is scheduled to work in a biweekly pay period.

##### Section 14.2.5

**Biweekly pay period** means the 2-week period for which an employee is scheduled to perform work.

#### **Section 14.3 General Provisions**

##### Section 14.3.1

Administrative workweek for the 911<sup>th</sup> Airlift Wing will be a period of seven consecutive calendar days beginning on Sunday.

#### **Section 14.3.2**

The Agency and the Union agree that the basic workweek for full time employees will consist of five (5) consecutive 8-hour workdays, Monday through Friday, except for those employees who have been approved to be on Alternate Work Schedule (AWS) and employees whose services are determined by the Agency to require other basic workweeks. This subsection is not intended to preclude regular Saturday/Sunday scheduling for certain functions that require seven-day-a-week operations. The Agency will notify the Union as to any change to the hours of work and tours of duty and will negotiate upon request of the Union concerning those changes pursuant to 5 U.S.C. 71.

#### **Section 14.3.3**

The Hours of work for employees working on a regular fixed work schedule will be 0730 to 1600 each work day. The Agency may change this starting time should the workload require it and in abnormal, unusual, or unforeseen circumstances.

#### **Section 14.3.4**

The flexible band during which employees on a gliding or flexi tour schedule may begin their work day is 0600 or anytime thereafter until 0900 in quarter hour increments. The flexible band during which employees may end their work day is 1500 to 1930 in quarter hour increments.

**Note: Starting the day at 0600 requires a one (1) hour lunch to extend the work day to the ending of core hours at 1500.**

#### **Section 14.3.5**

The core hours for gliding or flexi tour day shifts will be 0900 to 1500. There will be core hours on five (5) days each week. Alternate work schedule core hours will be Monday-Friday each week.

#### **Section 14.3.6**

The parties agree that the right to establish, modify, or change established hours of work or tour of duty as it deems necessary to accomplish the 911<sup>th</sup> Airlift Wing mission is vested solely in the Agency. Prior to establishing new tours of duty or hours of work the Agency agrees to provide advanced notice to the Union and an opportunity to request negotiations concerning the implementation and impact on bargaining unit employees.

### **Section 14.4 Shift Work**

#### **Section 14.4.1**

Employees will not be scheduled to work more than two (2) of the established work shifts (days, evenings, or nights) within any seven (7) consecutive day periods.

#### **Section 14.4.2**

Except in exigencies, employees will not be required to report to work unless they have had at least eight (8) hours off-duty time between work tours. Exceptions may be made with the approval of the employee and supervisor. This will not preclude work on an overtime basis.

#### **Section 14.4.3**

Scheduled off-tours (e.g., evenings or nights) will be rotated fairly and equitably among affected employees, i.e., day/evening, day/night.

#### **Section 14.4.4**

Rotation of weekends and holidays will be on a fair and equitable basis within a group. The weekends are defined as Saturday and Sunday and may be expanded to include Friday or Monday when scheduling permits.

#### **Section 14.4.5**

Records of weekend and off-tours will be kept by management to ensure fair and equitable treatment of employees. These records will be readily available for review by the employee and his or her union representative.

#### **Section 14.4.6**

Employees may state their preference for initial tour assignments. Conflicts will be resolved by seniority (service computation date).

### **Section 14.5 Pre-Shift and Post-Shift Activity**

#### **Section 14.5.1**

When a special work uniform is required, the Agency normally will provide fifteen (15) minutes at the beginning and ending of the tour for the employees to change clothes.

#### **Section 14.5.2**

The Agency will permit reasonable clean-up time immediately prior to the end of each shift for the purpose of returning tools, and cleaning up the work areas and machinery as necessary in each work area.

### **Section 14.6 Notification of Schedules**

#### **Section 14.6.1**

When the Agency knows in advance of an administrative workweek that specific days and/or hours of a day actually required of an employee in that administrative workweek will differ from those required in the current administrative workweek, he or she shall reschedule the employee's regularly scheduled administrative workweek to correspond with those specific days and hours. The Supervisor shall inform the employee of the change and he or she shall record the change on the employee's time card or other Agency document for recording work. This notice may be verbal, but a copy of the approved/disapproved changes of tours of duty will be furnished to the employee as soon as possible. If possible, this notice will be received before the start of the administrative workweek being changed, but not later than the first day of that administrative workweek. Personal hardship cases will be considered when making changes in tours of duty.

#### **Section 14.6.2**

The notice requirement of this Article does not apply to the individual employee who voluntarily

requests, for personal reasons, or mutually agrees with his/her supervisor to a change of hours of work or tour of duty

## **Section 14.7 Voluntary Schedule Adjustments (EMPLOYEE INITIATED)**

### **Section 14.7.1**

Where mutually agreeable to all employees affected, employees of equal series and grade may trade shifts or tours of duty out of the normal rotation, consistent with the needs of the Agency. All affected supervisors will be notified of the employees' wishes. These trades will be considered unless they interfere with the efficient accomplishment of the Agency's mission and will not be disapproved arbitrarily or for capricious reasons.

### **Section 14.7.2**

The Agency will consider temporary changes in individual schedules or assignments to shifts requested by employees to pursue further self-development activities when completion of the courses will equip the employee for more effective work within the Agency.

### **Section 14.7.3 Adjustment of Work Schedules for Religious Observances**

#### **Section 14.7.3.1**

An employee whose personal religious beliefs require that he or she abstain from work at certain times of the workday or workweek may be permitted to work alternative hours so that the employee can meet the religious obligation.

#### **Section 14.7.3.2**

When deciding whether an employee's request for an adjusted work schedule should be approved, a supervisor shall not make any judgment about the employee's religious beliefs or his or her affiliation with a religious organization. A supervisor may disapprove an employee's request if it would cause undue hardship on the Agency's mission, but cannot be disapproved arbitrarily or for capricious reasons.

## **Section 14.8 Meal Periods**

### **Section 14.8.1**

A 30 minute minimum lunch period is required for all employees working six (6) consecutive hours. Lunch period must be scheduled between the hours of 1100 and 1300 and may range from 30 minutes to a maximum of two hours. Lunch periods for employees on a Compressed Work Schedule (CWS) and Flexitour (FWS) must be fixed. Lunch periods for employees on a Gliding Schedule FWS may vary but must fall within the 1100-1300 time frame. Lunch periods on any work schedule will not be taken at the end of the workday in order to shorten the duty day.

### **Section 14.8.2**

When a normal, scheduled meal period is not feasible within a shift, a 20-minute working meal period shall be permitted and considered as hours worked for pay purposes, as long as the employee is required to remain at the work site.

## **Section 14.9 Breaks**

A break of fifteen (15) minutes will normally be provided for each four hours of work for employees who work eight-hour tours of duty. The rest period will normally occur in the middle of each four-hour work period. Similar rest periods will be provided for employees who work on other than the normal eight (8) hour tour of duty. There will be no charge to leave for such breaks. Employees may leave the work area during a break. Travel time to and from rest period location will be within the 15 minute period. Rest period time may not be accumulated or used in conjunction with leave, lunch periods or starting or quitting work.

## **Section 14.10 Alternate Work Schedules**

The agreed to alternate work schedules for the 911<sup>th</sup> AW are Flexitour, Gliding and Compressed (9-5-4 & 4-10s). See [911AWI-36-801](#) for detailed explanations of each work schedule.

### **Section 14.10.1 Requests for alternative work schedules**

An employee who requests a flexible work schedule must indicate which schedule he or she is requesting, either- flexi-tour, gliding schedule, or Compressed Work Schedule on the Alternate work schedule (AWS) request (Attachment 2, [911<sup>th</sup> AW 36-801](#)) or other approved method. Employees who request flexible schedules must select starting and stopping times within the flexible time bands, in accordance with Section 14.3.4.

### **Section 14.10.2**

If a supervisor denies a request for an established alternative work schedule or proposes to terminate an individual employee's participation in an alternative work schedule, he or she will notify the employee in writing, provide the basis for the denial or termination and provide an alternate schedule to the employee. The supervisor may deny an employee's request for or propose to terminate an employee's participation in a particular alternative work schedule if the supervisor determines that the employee's participation could negatively impact the work unit's coverage requirements. Denials of requests to work alternative work schedules will not be arbitrary or capricious. An employee may challenge a supervisor's denial as set forth in Article 12, Negotiated Grievance Procedure.

### **Section 14.10.3 Temporary Suspension of Alternative Work Schedules**

Occasions may arise when alternative work schedules must be temporarily suspended as a result of unusual workload or operational demands. The Agency shall make every reasonable effort to avoid suspension of an employee's participation in these work schedules. If the circumstances requiring a suspension permit, the Agency will provide the employee with advance notice of at least one pay period. The Agency will limit the suspension to as short a time frame as necessary to meet the workload or operational demands. If an employee's flexible work arrangement is suspended, it will automatically be restored as soon as possible after the reason for the suspension needs have been met. For the purposes of this Agreement, "temporarily suspend" is defined as a period of fourteen (14) days or one (1) pay period. If the Agency believes that the "temporary suspension" will extend past this period, prior to the end of the period, and any subsequent periods, the Agency will notify the union. Alternative work schedules cannot be suspended for an indefinite period. Decisions on temporary suspension of AWS for any employee will not be for arbitrary or capricious reasons.

### **Section 14.10.4 Terminating Alternative Work Schedules**

If the head of the Agency finds that a particular AWS schedule has had an "adverse Agency impact," as

defined in section 14.2.3 of this agreement, the Agency must promptly provide notice to the Union of its desire to reopen the Agreement to seek its termination. Upon demand by the Union, the Parties will then negotiate over the Agency's proposal. If an impasse results, the dispute will go to the Federal Service Impasses Panel, which will determine within 60 days whether the Agency's determination is supported by evidence. The AWS schedule may not be terminated until agreement is reached or the Panel acts.

## **Section 14.11 Holidays**

The Agency and the Union agree that applicable laws and regulations relative to holiday pay will apply.

### Section 14.11.1 Holidays and Scheduled Days Off (SDOs)

#### Section 14.11.1.1

When a holiday falls on a regularly scheduled workday, that day is the employee's holiday and is comprised of the number of hours regularly scheduled for work.

#### Section 14.11.1.2

An employee who is required to work on a holiday that is a regularly scheduled workday is not entitled to an in lieu of holiday. The employee is entitled to holiday premium pay for the number of hours he or she is scheduled to work during his regularly scheduled tour of duty (5 CFR 610.407(a)).

#### Section 14.11.1.3

When a holiday falls on a non-workday and:

- a. is a Sunday; the employee's in lieu of holiday is the first regularly scheduled workday following the Sunday holiday.
- b. is not a Sunday; the employee's in lieu of holiday is the last regularly scheduled workday preceding the holiday.

## **Section 14.12 Premium Pay**

Employees who perform rescheduled night, Sunday or Holiday work are entitled to the appropriate premium pay.

## **Section 14.13 Security Forces**

### Section 14.13.1 Shift Work

To cover twenty-four (24) hours operations, seven (7) days a week, there are three (3) basic shifts established and identified as A, B, and C. Each shift is of eight (8) hour duration with a twenty (20) minute on-the-job lunch period in which the employee maintains a response capability to emergency situations.

#### Section 14.13.2

The Agency shall determine shift assignments. Employees may bid in writing on their shift preference according to seniority of Entry on Duty - this Civilian Personnel office (EOD CPF). Shift assignments may be re-accomplished whenever a vacancy becomes available. Newly hired employees will be assigned to the shift on which the vacancy exists after the bid procedure is complete.

### **Section 14.13.3**

Security Forces regular days off will be based on Service Computation Date (EOD CPF).

### **Section 14.13.4 Pre-Shift and Post-Shift Activity**

When a change of uniform is required or permitted, and consists of issuing, receipt, inspection, and function check of the security equipment, and may consist of completing and filing/entering reports and paperwork, the Agency normally will provide fifteen (15) minutes at the beginning and fifteen (15) minutes at the end of the tour for the employees. When such activity must take place before the shift begins or after the shift ends, this time will be compensable under the provisions of Article 26, Overtime.

## **Section 14.14 Second Shift in Maintenance Group**

### **Section 14.14.1 Shift Work**

The second shift work hours will be in accordance with a 2330 ending time, and in accordance with their approved work schedule. If an employee is on a compressed work schedule (5/4/9 or 4/10) he/she would begin work at a time that allows for the required number of hours plus a 30 minute lunch period. (For example: an employee on 10 hour work days will begin at 1300 which allows for 10 hours of work, plus a 30 minute lunch period; an employee working 9 hour work days will begin at 1400; and an employee working 8 hour workdays will begin at 1500.)

### **Section 14.14.2**

The Agency will continue to assign work commensurate with the employee's grade, series, and basic duties of his/her regularly assigned position description.

### **Section 14.14.3**

Commensurate with skill and grade level requirements, employees will first be assigned to the second shift on a voluntary basis. If volunteers are not available, reverse seniority will be used to effect the shift change. Seniority for this purpose will be established by applying service computation date entering the shop.

### **Section 14.14.4**

Employees will be given as much notice as possible before assignment to the second shift. A shift rotation listing will be posted in the appropriate work area and will be updated as necessary, or needed. Normally this list will provide employee's thirty (30) calendar day's notification of shift change. Other temporary shift changes, as deemed necessary to meet mission requirements will continue to be administered in accordance with this Article. Approval/disapproval will be provided to the employee within two (2) business days.

### **Section 14.14.5**

Hardship cases will normally be considered by the appropriate shop chief two (2) weeks prior to the scheduled shift assignment.

## **Article 15**

### **Details, Management Directed Reassignments and Voluntary Changes**

#### **Section 15.1 Details**

##### **Section 15.1.1 Definition**

A detail is the temporary assignment of an employee to a different position or to a different set of duties for a specified period, with the employee returning to his/her regular duties at the end of the detail, as the employee continues to be the incumbent of the position from which detailed.

##### **Section 15.1.2 Documentation**

Employees shall be recognized for the work they perform. Therefore, details in excess of thirty (30) days will be documented and maintained as a permanent record in the employee's Official Personnel Folder (OPF). In addition, employees may request supporting documentation which documents details of less than thirty (30) days, which may be used to validate their experience.

##### **Section 15.1.3 Detail of a Union Official**

The Union will be given written notice at least fifteen (15) workdays in advance before detailing a Union Officer, Official, or Steward, other than a detail at that employee's request, provided that the Agency has advance notice of the need for a detail. Whether requested or not, details will be in accordance with Sections 15.1.4 and 15.1.5 of this Article.

##### **Section 15.1.4 Higher Graded Duties**

Details to higher graded positions or to positions of known promotion potential will be accomplished in accordance with the procedures contained in Article 21, Merit Promotion.

##### **Section 15.1.5 Lower Graded Duties**

Performance of lower graded duties officially assigned by the Agency which are outside an employee's position shall not result in loss of recorded or credited time in the grade of the employee's permanent position. Such performance of lower graded duties shall not be the basis for a lowered assessment or appraisal of the employee, nor will it adversely affect the employee's ability to bid for and be considered for any job for which the employee would have been eligible had the employee not been detailed to those duties.

##### **Section 15.1.6 Appropriate Use of Detail**

Details shall be used to meet temporary needs of the Agency's work program. Details will be rotated fairly and equitably among equally qualified employees. Details will not be used to reward or punish employees.

#### **Section 15.2 Management Directed Reassignments (MDR)**

MDR means a change from one position to another, without promotion or demotion, while the employee is serving continuously within the same Agency. Because they are permanent, all reassignments will be documented in the employee's OPF.

**Section 15.2.1**

Requests for voluntary reassignments shall be given prompt and fair consideration.

**Section 15.2.2**

When an employee is reassigned to a different position, the employee will be given a reasonable period in which to become proficient. If he or she cannot attain satisfactory performance, serious consideration will be given to returning the employee to the previous position or a new position at the same grade level.

**Section 15.2.3**

The Union will be provided notification of all bargaining unit employees reassigned prior to any actions being taken.

## **Article 16**

### **Telework**

#### **Section 16.1 General**

Air Force leadership actively promotes telework and is committed to workforce efficiency, emergency preparedness, and employee quality of life. The Air Force telework program applies to all civilian employees, including Air Reserve Technicians (ART). It is a management tool allowing supervisors to pre-authorize, in writing, personnel to work away from their official duty location in an official capacity for pay. Teleworking is a complementary way of doing business which moves work to the people instead of moving the people to the work. The 911<sup>th</sup> telework program will be administered IAW AFI36-816, 911AWI36-802 and other applicable regulations or instructions.

#### **Section 16.2 Policy**

For purposes of this Agreement, “Telework” or “Teleworking” refers to a work flexibility arrangement under which an employee performs the duties and responsibilities of such employee’s position, and other authorized activities, from an approved worksite other than the location from which the employee would otherwise work. Such an alternative duty station (ADS) can include a government or private telework center, or the employee’s home, to name a few.

**Note: Telework may not be used as a substitute for dependent care.**

##### **Section 16.2.1**

Employees of the Agency may participate in telework to the maximum extent possible without diminished employee performance. Telework is voluntary, however it is a privilege, not an employee entitlement and not all positions will be considered eligible to participate in telework. The Agency must identify all those positions ineligible.

NOTE: No classified material will be used or created while teleworking.

##### **Section 16.2.2 Types of Telework**

1. Emergency Situation telework is telework performed in an employee’s home or alternative worksite during a crisis situation or emergency event by those employees who perform duties in support of mission requirements during crisis situations or contingencies.
2. Situational telework is telework that occurs on an occasional non-routine or ad hoc basis. Telework that occurs to complete short-term special assignments or to accommodate special circumstances is also considered situational even though the telework may occur continuously for a specific period.
3. Unscheduled telework is a specific form of situational telework where an employee on an approved telework agreement performs assigned official duties at home or other approved worksite when Government offices are closed because of an emergency event or open, but severe weather or other circumstances disrupt commuting and compromise employee safety.

4. Routine telework is telework in which telework occurs as part of an ongoing, regular schedule. Employees may generally telework up to 48 hours each pay period (60%). Requests for more than 48 hours of telework per pay period will be approved by exception by the Wing Commander. Part time workers that are eligible to telework will be subject to the same 60% limit without Wing Commander approval.

## **Section 16.3 Position and Employee eligibility**

### **Section 16.3.1**

To the extent that mission requirements are not jeopardized, employees who exhibit suitable work performance and conduct and occupy eligible positions (i.e., those positions that involve portable work and are not dependent on the employee's presence at the traditional worksite) are permitted to telework to the maximum extent possible.

#### **Section 16.3.1.1**

Supervisors or commanders shall allow maximum flexibility for employees to the extent that mission readiness or accomplishment is not compromised. Regular, routine use of telework programs will allow supervisors and employees to identify and resolve technology, equipment, communications, workflow, and associated issues that could impact efficiency of mission accomplishment and inhibit transparency of remote work.

#### **Section 16.3.1.2**

Telework is discretionary workplace flexibility. Telework is not an entitlement and not all employees are eligible to telework. Although use of telework is encouraged, employees cannot be ordered to telework, unless employee's duties are designated as mission-critical or employee's telework agreement addresses this requirement.

#### **Section 16.3.1.3**

Employee participation in the telework program is voluntary. An agency may not compel an employee to participate in telework, even if the duties of the position make that employee "telework eligible", therefore, an agency will never force an employee (who either does not wish to telework or is not eligible to telework) to sign a telework agreement to avoid providing excused absence to that employee on a day when Federal offices are closed to the public. Both employee participation and the signing of a telework agreement must be voluntary.

### **Section 16.3.2 Positions Typically Not Eligible for Telework.**

Telework is not an entitlement and not all employees are eligible to telework. Although there may be circumstances when employees in these positions may be considered for telework on a situational basis, the following types of positions/employees are typically not eligible for telework.

#### **Section 16.3.2.1 Positions that require, on a daily basis, direct handling of classified materials.**

Classified work at an approved alternative secure location may be allowed contingent on local requirements regarding such work, when situations warrant.

#### **Section 16.3.2.2**

Positions that require, on a daily basis, an on-site activity or face-to-face personal contacts that cannot be

handled remotely or at an alternative worksite (e.g., hands-on contact with machinery, equipment, or vehicles; direct patient care).

#### Section 16.3.2.3

Employees in positions listed above and determined not normally suitable for telework may become eligible if their positions are designated as mission-critical. Supervisors shall contact the CPS for guidance before approving.

#### Section 16.3.3 Employees Not Eligible for Telework.

In accordance with the Telework Enhancement Act of 2010, the following employees shall not be authorized to telework:

##### Section 16.3.3.1

Employees recently assigned or newly appointed to trainee or entry level positions.

The length of time for which the employee is deemed ineligible for telework is at the supervisor's discretion, but will normally fall within the first 6 months of assignment to the position or once the employee's performance is at an acceptable level.

##### Section 16.3.3.2

Employees whose performance or conduct warrants closer supervisory direction or whose rating of record is below fully successful (or equivalent).

##### Section 16.3.3.3

Employees whose conduct resulted in an officially documented disciplinary action in accordance with AFI 36-704, *Discipline and Adverse Actions*, and/or applicable labor agreement, within the past 12 months.

###### Section 16.3.3.3.1

Officially documented disciplinary action means a disciplinary action that resulted in the placement of a document in an employee's official personnel folder (OPF) or the AF Form 971, *Supervisor's Employee Brief*. This can be in the form of a letter of reprimand, suspension, termination or removal actions.

Should an employee receive another disciplinary action, the date of receipt may restart the 12 month period if it is a severe infraction or recurrent misconduct.

##### Section 16.3.3.4

Employees who have been officially disciplined for being absent without permission for more than 5 days in any calendar year.

##### Section 16.3.3.5

Employees who have been officially disciplined for violations of subpart G of the Standards of Ethical Conduct of Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal government computer or while performing Federal Government duties.

### **Section 16.3.3.6**

Employees who have unresolved security issues such as Security Information File, clearance revoked, or awaiting security clearance.

### **Section 16.3.3.7**

Employees performing representational duties on Official Time.

## **Section 16.4 Process to participate in Telework**

Employees who meet the eligibility criteria must complete the following to participate in Telework:

1. The employee and Supervisor must complete OPM telework training before entering into a written agreement to telework. Telework training modules (Telework 101) for employees and supervisors are available at <http://www.telework.gov>.
2. All employees who are authorized to telework shall complete DD Form 2946, DOD Telework Agreement. The DD Form 2946 can be obtained at:  
<https://www.my.af.mil/gcss-af/USAF/ep/contentView.do?contentId=c2D8EB9D637F7C4930137FFC24CA30015&channelPageId=s6925EC134CCD0FB5E044080020E329A9>

## **Section 16.5 Original Requests**

### **Section 16.5.1**

Employees will have the option at or before the beginning of any pay period to request to perform work at ADS on a regularly scheduled basis. Agreements will be renewed annually or with change of supervisor.

### **Section 16.5.2**

Requests will be made in writing or by e-mail to the employee's immediate supervisor. The employee may include a proposed work plan. If the employee wishes, a meeting will be held with the supervisor to discuss the request. If the request is denied, the supervisor will respond in writing and include the reasons for the denial.

### **Section 16.5.3**

Employees may request to telework on an ad hoc or episodic basis for a specific work project or assignment. Such requests will be meet all of the rules of other types of telework, but may be accomplished before a specific date for teleworking is determined.

## **Section 16.6 Work plan**

### **Section 16.5.1**

Employees approved to work at ADS on a fixed basis will develop a work plan jointly with their immediate supervisor (DD2946). Such work plan will be developed within ten (10) workdays of the request. Normally, work plans will remain in effect for one year; however, they may be reviewed more frequently, as needed. Upon request of the employee, a union representative may assist the employee in developing the work plan with the supervisor.

## **Section 16.6.2**

The Work plan should include the following:

1. The employee's overall assignments (whether working at the traditional worksite or ADS), including establishing any necessary priorities;
2. An inventory of necessary equipment and/or resource material(s); and
3. The scheduled day or days the employee will be performing work at the ADS.

Section 16.6.3 On a case-by-case basis, the employee and manager may mutually agree to change the established schedule to meet ad hoc needs.

## **Section 16.7 Call Backs**

### **Section 16.7.1**

Employees may be required to report to their traditional worksite for previously scheduled training, conferences, other meetings, or to perform work on a short term basis that cannot otherwise be performed at the ADS or accomplished via telephone or other reasonable alternative methods.

### **Section 16.7.2**

Employees may also be required to report to their traditional worksite for emergency operational exigencies to perform agency work which cannot otherwise be performed on another workday, at the ADS, via telephone or other reasonable alternative methods. In such cases, employees will be provided a reasonable notice and time to report. Employees should make every effort to report as-soon-as possible. With good and sufficient reason, the employee will be permitted up to two (2) hours to report.

### **Section 16.7.3**

Employees will not be reimbursed for travel to and from the traditional worksite.

## **Section 16.8 Removal from the Telework Program**

### **Section 16.8.1**

The Agency may remove an employee from the Telework Program due to one or more of the following:

1. The employee is placed on a leave restriction. The employee is eligible to re-request participation upon lifting of the leave restriction.
2. The employee has been officially disciplined for being absent without permission for more than 5 calendar days in any calendar year.
3. The employee is placed on a Performance Improvement Plan (PIP) in accordance with Article 20, Performance Management. The employee is eligible to re-request participation 60 days after expiration of the PIP.

4. The employee's failure to adhere to the requirements specified in the Telework Program Agreement (DD2946).
5. The employee has demonstrated inability to adhere to the provisions of the agreement, to include reduced work production, non-responsiveness to telephone calls, non-availability, or working at the ADS has proven to place an undue burden on other office staff.
6. The work must now be done at a different location.
7. The employee has been officially disciplined for violations of subpart G of the Standards of Ethical Conduct of Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal government computer or while performing Federal Government duties.
8. The employee's conduct resulted in an officially documented disciplinary action in accordance with AFI 36-704, *Discipline and Adverse Actions*, and/or applicable labor agreement.

#### **Section 16.8.2**

Normally, employees will not be removed from participation for single or minor infractions of Telework Program requirements. In such cases, managers will make a bona fide effort to counsel employees about specific problems before canceling an employee's participation in telework. The counseling will be confirmed in writing.

#### **Section 16.8.3**

When a decision is made to remove an employee from the Telework Program, the employee must be given written notice indicating the reason(s) for removal. Unless otherwise specified, the employee may reapply for Telework Program participation thirty (30) calendar days after removal from the Program, provided that her/his performance is at least fully successful.

### **Section 16.9 Problems Affecting Work Performance**

Employees will promptly inform managers whenever any problems arise at the telework site which adversely affects their ability to perform work at the ADS. Examples could include situations such as equipment failure, power outages, telecommunications difficulties, etc. In such cases, the employee may request annual leave or report to the traditional worksite.

### **Section 16.10 Hours of Work and Leave**

Employees performing work at the ADS are subject to the same workday requirements as they would be if they were performing work at the traditional worksite.

### **Section 16.11 Travel Reimbursement**

Employees will be reimbursed for official travel as if working at their traditional worksite.

### **Section 16.12 Emergency Closing/Late Openings/Early Dismissals**

On a day when an employee is scheduled to work at the ADS and her/his traditional work site building is closed for all or part of a day, the following rules apply:

Section 16.12.1 Full Day Closing, late openings and early dismissals at the traditional worksite  
The employee will be required to perform his or her full workday at the ADS. The employee is not entitled to additional compensation, such as overtime or compensatory time, credit hours, etc. This requirement will be excused if the alternate work location is without power or heat only for the hours that this condition continues.

#### Section 16.12.2

If weather conditions are so severe or so widespread that the employee can no longer participate in useful work, they will be excused from teleworking or will report to their official duty location as per their supervisor's instructions.

### **Section 16.13 Additional Requirements**

Employees participating in the Telework Program will be required to:

1. Use government owned or leased equipment for official purposes only and safeguard government owned or leased equipment documents as currently required at their traditional work site.
2. Adhere to applicable government regulations governing information management and electronic security procedures for safeguarding data and data basis.
3. Observe existing policies for requesting leave.

### **Section 16.14 Equipment and Support**

#### Section 16.14.1 Equipment and Office Supplies

The employee's organization shall provide the necessary equipment and office supplies (e.g. paper, toner, and printer ink) for use with GFE for employees who telework on a regular and recurring basis, within budgetary constraints as determined by the commander (or equivalent), based on nature and type of work performed. Equipment and supplies may be furnished for employees who telework on a situational basis when practicable. Employees must comply with equipment usage requirements set forth in the telework agreement.

#### Section 16.14.2

GFE shall be approved for employees who telework on a regular and recurring basis and for situational teleworkers, when practicable and available. The commander (or equivalent) shall determine the propriety of furnishing and installing GFE and software. The employee's organization is responsible for the service and maintenance of GFE. It is the employee's responsibility to ensure GFE is available at designated location for service and maintenance when required.

#### Section 16.14.3

DoD/AF remote access software must be installed onto GFE and personally-owned computers to enable access to unclassified DoD systems and networks consistent with criteria and guidelines established by the DoD CIO and SAF/CIO A6. Personally-owned computers must be adapted to accept a common access card (CAC) reader. CAC readers may be provided by the organization when practicable and available.

#### **Section 16.14.4**

GFE shall be used for official use and authorized purposes only. Family members and friends of employees are not authorized to use GFE and materials. GFE must be returned to the supervisor at the conclusion of teleworking arrangements or at the commander's (or equivalent) request. Supervisors are responsible for implementing appropriate procedures to ensure GFE is returned at the conclusion of the teleworking arrangement. Refer to AFMAN 33-282, *Computer Security*, Chapter 6, for guidance on telework end point security.

#### **Section 16.14.5**

Use of personally owned computers to access unclassified AF systems or networks remotely are required to comply with the criteria and guidelines for using personal equipment established by DoD CIO and SAF/CIO A6 in accordance with Air Force Manual 33-282, Computer Security, Para 6.8., Privately-Owned hardware and software.

#### **Section 16.14.6 Employee Responsibility**

The employee is responsible for installation, repair, and maintenance of all personally-owned equipment and other incremental costs associated with the residential worksite. Operating costs associated with the teleworker using his or her personal residence as the alternative worksite including home maintenance, insurance, or utilities (e.g., heat, electricity) will not be assumed by AF.

#### **Section 16.14.7 Employee's Organization's Responsibility**

The employee's organization or unit may use appropriated funds, when practicable and available, to install telephone lines, broadband, or other necessary telecommunications equipment in a private residence and fund appropriate monthly expenses for employees that telework on a regular and recurring basis, when the purpose is for official Government business consistent with guidance set forth in Public Law 104.52, section 620. The employee's organization or unit may also issue a calling card, provide a cell phone, or reimburse for long-distance (domestic and international) telephone expenses if incurred as a result of official business.

#### **Section 16.14.8**

AF is not liable for damages to the employee's personal or real property while the employee is working at home, except to the extent the Government is liable under sections 1346(b), 1402(b), 2401(b), and 2761-1680 of title 28, U.S.C. (also known as "The Federal Tort Claims Act") (Reference (s)) or section 3721 of title 31, U.S.C. (also known as "The Military Personnel and Civilian Employees Claims Act") (Reference (s)).

## **Article 17**

### **Medical Determinations**

#### **Section 17.1 Purpose**

Any requirement for an employee to undergo a fitness for duty examination or provide the Agency with medical documentation to support an absence of leave or a request for a work place accommodation will be requested and obtained in accordance with 5 CFR 339.

#### **Section 17.2**

All medical examinations ordered or offered pursuant to this Article shall be at no cost to the employee and performed on duty time at no charge to leave.

#### **Section 17.3 Conditions Requiring Fitness for Duty Examinations**

##### **Section 17.3.1**

The Agency may direct an employee to undergo a fitness for duty examination only under those conditions authorized by this Article, Agency Regulations and Instructions or in accordance with 5 CFR 339.301, Subpart C.

##### **Section 17.3.2**

When the Agency directs a medical examination under the provisions of prevailing regulations and this Article, it shall inform the employee in writing of its reasons for directing the examination and the consequences of failure to cooperate. The Agency shall designate the examining physician and shall offer the employee the opportunity to submit medical documentation to the designated Agency examining physician from his or her personal physician for review.

#### **Section 17.4 Medical Documentation**

##### **Section 17.4.1**

Any medical documentation requested by the Agency in order to make an informed management decision regarding an employee's performance, conduct or ability to remain in a position because of medical reasons, will be consistent as outlined in Agency Regulations and Instructions or 5 CFR 339.104(a) through (g), Subpart A, as applicable.

##### **Section 17.4.2**

When there are reasonable grounds to believe that a health problem is causing performance or conduct problems to include recurring, unexplained absences from the work place, the employee shall be given an opportunity to voluntarily provide medical evidence documenting the health problem affecting his or her performance or conduct.

#### **Section 17.5 Inability to Perform Assigned Duties**

##### **Section 17.5.1**

If the Agency determines as a result of a fitness for duty examination or review of medical documentation that an employee is unable to perform his or her assigned duties as a result of a medical

situation, the Agency will make every effort to either reassign the employee to another position within the Agency at the same grade or lower for which the employee qualifies and in which he or she can perform.

#### Section 17.5.2

In the event a position cannot be located for the employee, the Agency will notify the employee of his/her right to apply for disability retirement prior to initiating any personnel actions against the employee.

## **Article 18**

### **Safety, Health, and Wellness**

#### **Section 18.1 General**

Maintaining safe and healthful work environments is a shared responsibility of the Agency, employee and the Union. It is necessary for the accomplishment of the Agency's mission and contributes to a high quality of life for employees. The Agency will provide and maintain conditions and places of employment that are free from recognized hazards and unhealthful working conditions, consistent with the applicable requirements of 29 U.S.C. 668 *et seq.* (the Occupational Safety and Health Act (OSHA) of 1970), Executive Order 12196, 29 Code of Federal Regulations (CFR) Part 1960, Agency regulations and instructions and other applicable safety and health codes. OSHA requirements take precedence over Air Force requirements unless Air Force requirements are more stringent.

#### **Section 18.1.1**

On a case-by-case basis, the parties may agree to adopt more stringent safety and health standards to address specific concerns.

#### **Section 18.1.2**

Nothing herein will prevent the Union from initiating additional negotiations to address safety, health, or wellness during the life of this Agreement for issues not covered by this Agreement.

#### **Section 18.1.3**

There will be no restraint, interference, coercion, discrimination, or reprisal directed against any employee for filing a report (AF Form 457 Hazard Report) of an unsafe or unhealthful working condition or for participating in Occupational Safety and Health Program activities or because of the exercise by an employee on behalf of him/herself or others of any right afforded by Section 19 of the Occupational Safety and Health Act, Executive Order 12196, 29 CFR Part 1960.

#### **Section 18.1.4**

The Union will be invited to the Combined Safety Counsel.

## **Section 18.2 Personal Protective Equipment**

#### **Section 18.2.1**

The Agency agrees to provide, at no cost to the employees, any required tools and safety or protective equipment and devices necessary to provide protection of employees from hazardous conditions encountered during the performance of official duties. Such equipment will be provided as authorized by applicable Air Force and OSHA regulations and directives such as Technical Orders, Table of Allowances and local supplements thereto, etc. and issuances shall be strictly governed by criteria contained in those authorities. The Union agrees to assist the Agency in aggressively publicizing the benefits of the use of protective devices and equipment by employees, and their adhering to good safety practices, policies, and procedures.

#### **Section 18.2.2**

Assessments to determine the need for PPE will be conducted by the Agency in each workplace as

prescribed by OSHA and Agency Regulations and Instructions. The Union will be given copies of all assessments, including findings, conclusions, and decisions, and all documents, data, and materials used as a basis for the decision upon request.

#### **Section 18.2.3**

When assessments determine that PPE is appropriate, the Agency will give the Union notice and an opportunity to bargain over the types, sizes and/or styles of PPEs that will be made available to affected employees in order to maximize employee comfort and protection.

#### **Section 18.2.4**

At a minimum, the Agency will provide employees information on PPEs provided. The Agency will give the Union advance notice of any training it intends to provide to allow the Union to determine if it will make recommendations on improving the training and/or submit proposals on procedures for implementation and appropriate arrangements for adversely affected employees.

### **Section 18.3 Unsafe/Unhealthful Conditions**

#### **Section 18.3.1**

Any employee, group of employees, or Union representative of employees who believes that an unsafe or unhealthful working condition exists should report such condition first to the supervisor of the area. If the situation is not alleviated, the employee may then file a report to the Safety Officer and request an inspection of the workplace. In the case of immediate threat to life or serious harm, the employee shall immediately report the situation to the supervisor and/or facility Safety and Health personnel.

#### **Section 18.3.2**

The Agency will evaluate employee reports of unsafe or unhealthful working conditions in accordance with 29 CFR 1960. The Union will be notified of potentially serious and other conditions within the timeframe established by applicable regulations (currently three (3) and twenty (20) working days of potentially serious and other conditions, respectively, under 29 CFR 1960.28 (d) (3)). The Agency will perform a walk through inspection throughout the work areas of the bargaining unit workplaces at least annually. A Union representative will be allowed to accompany the inspector.

#### **Section 18.3.3**

When the Agency or other appropriate authority determines that a dangerous or potentially dangerous condition exists at a worksite, employees at that worksite will be notified as soon as practicable so that precautionary steps can be taken.

#### **Section 18.3.4**

The Agency shall post a notice of hazardous conditions (AF Form 1118) discovered in worksites as required by applicable laws, rules, and regulations. The notice shall be posted at or near the location of the hazard and shall remain posted until the cited condition has been corrected. Such notices shall contain a warning and description of the unsafe or unhealthful condition and any required precautions to the full extent required by applicable laws, rules, and regulations. Simultaneously with the posting, the Agency shall deliver copies of the notice to the Union, and Combined Safety Counsel.

#### **Section 18.3.5**

The Combined Safety Counsel will evaluate employee reports of unsafe or unhealthful working

conditions in accordance with 29 CFR 1960. The Union will be formally notified of all serious hazards as defined in 29 CFR 1960.

#### Section 18.3.6

Once it has been determined that an unsafe or unhealthful working condition exists, employees exposed to such conditions shall be informed of the abatement plan. In situations that present imminent danger, the Agency will take immediate action to eliminate or reduce the hazard.

#### Section 18.3.7

If there is an emergency situation in a worksite, the paramount concern is for the preservation of safety and health. Should it become necessary to evacuate an area, the Agency shall take precautions to ensure the safety and health of employees. Employees ordinarily will not be readmitted to an evacuated area until it is determined in conjunction with whatever expert resources have been called in, depending on the circumstances, that there is no longer danger to the evacuated personnel. The Union President will be notified as soon as possible regarding the emergency situation.

#### Section 18.3.8

An abatement plan will be prepared if the abatement of an unsafe or unhealthful working condition will not be possible within thirty (30) calendar days. Such plan shall contain a proposed timetable for the abatement and a summary of steps being taken in the interim to protect employees from being injured as a result of the unsafe or unhealthful working conditions. A copy will be provided to the Combined Safety Counsel and the Union President upon his/her request.

#### Section 18.3.9

If the abatement plan cannot be immediately implemented, the Agency shall inform affected employees of the interim measures that will be instituted for the protection of the employees.

#### Section 18.3.10

If the conditions are imminently dangerous to life or limb and cannot be immediately corrected, employees will be assigned work in a safe and healthful area, or will be excused without charge to leave until the condition is corrected.

#### Section 18.3.11 Confined Space

Workers must consider that all confined spaces contain unfavorable and unsafe conditions. They shall not enter these spaces until tests, evaluation and prescribed requirements of this standard and any locally-developed procedures are performed to ensure safe conditions exist prior to entry and are maintained during the entire work period.

#### Section 18.3.11.1

Prior to start of entry, the operations entry (On-site) supervisor will:

1. Ensure workers are properly trained and qualified in safe operating and emergency procedures, use of protective equipment and how to egress.
2. Ensure workers who are ill or are on medication that may affect their ability to safely perform assigned tasks are excused from the operation. (Ref: AFI 91-0203, paragraph 23.2.10.4)

### **Section 18.3.11.2**

Prior to start of entry, the operations entry (on-site) supervisor will establish emergency procedures to rescue persons incapacitated in the confined space. These will include:

1. Ensuring ready availability of rescue and safety-related equipment, such as lifting or retrieval devices, respiratory equipment and others necessary for the entry, as determined by the permit system.
2. Ensuring adequate attachment points outside the confined space for tying-off or otherwise securing retrieval lines for all authorized entrants,
3. Providing an equivalent method for rescue when retrieval lines themselves may constitute an entanglement hazard or otherwise cannot be used.
4. Determining availability of a rescue team. Verify availability of an organizational rescue team or other emergency rescue team. The operation shall be halted if the rescue team becomes unavailable. Ensure on site standby of organizational rescue team for permit-required confined space entry that is immediately dangerous to life and health (IDLH).
5. Ensuring the means, i.e. telephone, radio, etc., for summoning the rescue team is operable, on hand or easily accessible.

### **Section 18.3.12**

Employees who are directed by the Agency to operate a government vehicle over public roads, highways, or interstate throughways shall not be required or be voluntarily permitted to:

1. Physically operate a vehicle without relief, in excess of any period of ten (10) consecutive hours when doing so is a violation of applicable law, rule, or regulation, except as a practical matter to reach a safe stopping point and in emergencies that pose a threat to human life or property; or
2. Operate overweight, over-length, or over-wide vehicles without proper certification except in emergencies that pose a threat to human life or property; or
3. Operate overweight, over-length, or over-wide vehicles without prescribed escort vehicles as required by applicable law, rule or regulation except in emergencies that pose a threat to human life or property.

### **Section 18.3.13**

The Agency shall not require employees to lift items, or operate machinery or equipment requiring exertion beyond safe limits.

### **Section 18.3.14**

Areas, equipment and occupations that present a hazard to eyes will be designated by the Agency. Industrial safety glasses, plain or prescription, will be issued at no cost if an individual is working in a designated eye hazardous area or operation. Employees working in eye hazard areas will be provided eye examinations for prescription safety glasses at Agency expense if the employee has not previously

worn prescription safety glasses or if a vision screening discloses that the present prescription (or glasses) is inadequate. Prescriptions written by an employee's own doctor may be used provided that the prescription is less than 1-year old and the vision screening detects no change.

#### **Section 18.3.15**

Where the eyes or body of any person may be exposed to injurious corrosive materials, suitable facilities for quick drenching or flushing of the eyes and body shall be provided within the work area for immediate emergency use.

#### **Section 18.3.16**

There will be no application of insecticides, carpet glue, HVAC cleaning agents, paint, or other like construction or maintenance chemicals during work hours in enclosed spaces occupied by employees. Whenever insecticides or pesticides are used in large scale, the Agency will attempt to give notice to the Union and employees at least five (5) work days in advance, whether the application is indoors or out, during work hours or not. Employees with special health needs will be reasonably accommodated.

#### **Section 18.3.17**

The Agency will, consistent with its right to assign work, make a reasonable attempt to reassign tasks of employees who provide acceptable medical documentation that particular tasks presently assigned to an employee pose a heightened health hazard to that employee.

### **Section 18.4 Work-Related Injuries and Illnesses**

#### **Section 18.4.1**

Employees have the right and are encouraged to report any and all injuries that are work-related to a supervisor or manager. Upon receiving a report of work-related injuries and illnesses and in situations where the hazardous condition(s) cannot be identified and abated immediately, the Agency shall promptly notify the Combined Safety Counsel and Union President and determine whether an inspection is required. If an inspection is determined necessary, the Agency will report the results to the employee, Combined Safety Counsel, and Union President. If no inspection is conducted, the Agency will provide notice of the decision and explanation to the employee, Combined Safety Counsel and Union President.

#### **Section 18.4.2**

The Agency will take appropriate action to ensure that:

1. The employee has the opportunity to report to the Agency's designated physician or his/her personal physician for treatment, completion of necessary reports, etc.;
2. When it is necessary to assist an employee to return home or to a medical facility because of illness or incapacitation, the Agency will arrange for transportation. If a co-worker volunteers or is required to transport the employee, there will be no charge to leave for the co-worker.
3. The immediate supervisor is promptly notified to ensure timely processing of necessary reports and employee claims. The Agency will provide that assistance will be given to employees in preparing necessary forms and documents for submission to the Office of Workers' Compensation Programs (OWCP).

#### **Section 18.4.3**

For an employee requesting return to duty from sickness or injury with temporary limitations placed on his performance, as substantiated by a doctor's certificate, the Agency will make a diligent effort to assign the employee to available work within these limitations. If limited duty is not available, the employee will be placed on continuation of pay, if eligible, or in an appropriate leave status at the employee's option.

#### **Section 18.4.4**

The Agency agrees to compile and maintain records required by the Occupational Safety and Health Act and Agency Safety and Health programs. The Agency agrees to ensure access by employees, former employees and Union representatives to records/logs of facility occupational injuries and illnesses (including copies of accident reports), and to the annual summary of these, in accordance with 29 CFR 1960, consistent with Freedom of Information Act (FOIA) and Privacy Act requirements.

### **Section 18.5 Environmental Conditions**

#### **Section 18.5.1**

Employees are entitled to work in an environment containing safe and healthful indoor air quality. The Agency shall provide safe and healthful indoor air quality by conforming to all applicable laws, guidelines, regulations and/or policies issued by Federal regulatory agencies such as OSHA, EPA, and GSA.

#### **Section 18.5.2**

On-site investigations/inspections will be conducted when a problem concerning indoor air quality or building related illness is formally brought to the agency's attention. These investigations/inspections shall meet the criteria of the GSA Federal Property Management Regulations and the American Society of Heating, Refrigerating and Air Conditioning Engineers, the protocols of OSHA, or the American Conference of Government Industrial Hygienists.

#### **Section 18.5.3**

The Agency will comply with all applicable engineering standards in the maintenance of ventilation efficiency.

#### **Section 18.5.4**

Appropriate measures will be taken to minimize and/or eliminate the impact of contamination from outside sources such as garages, cooling towers, building exhausts, etc. Where the levels of such contaminants become health threatening, the Agency will either seek to relocate or evacuate the facility.

#### **Section 18.5.5**

The Agency shall notify the Union and bargaining unit employees not less than two (2) hours before any planned shut off or interruptions of any utilities such as lights, water, in any facilities such as restrooms, etc. where bargaining unit employees work.

#### **Section 18.5.6**

The parties recognize that temperature conditions in and around work areas can have a direct bearing on

employees' comfort, morale, health and safety. In determining the stress that temperature extremes may place upon an employee, the personal comfort and health of the employee as affected by such related factors as wind chill, air flow and the work to be performed will be taken into consideration. When the Agency determines that the effective temperature in a particular work area or site exceeds recognized standards for the degree of work being performed, the Agency will take precautionary measures to reduce the risk to employees so exposed. During hazardous weather conditions, release of personnel will be governed by applicable regulations.

## **Section 18.6 Renovation and Construction**

Wherever the Agency decides to alter the physical work site of employees represented by the Union, the Union will be notified in advance in accordance with Article 23, Mid-term Negotiations. In addition to the requirements negotiated in mid-term agreements, the Agency shall:

1. Isolate areas of significant renovation, painting, carpet laying, etc., from occupied areas that are not under construction;
2. Ensure that concentrations of contaminants are sufficiently diluted prior to occupancy; and
3. Supply adequate ventilation during and after completion of work to assist in dilution of contaminant levels.

## **Section 18.7 Wellness Program**

### **Section 18.7.1**

Employee wellness and the investment in programs to maintain employee health, contribute directly to sustained productivity and reduction of lost employee time due to illness. Therefore, the Agency will facilitate and/or encourage programs in such areas as weight reduction, stress reduction and management, nutritional counseling, smoking cessation, prevention of injuries, health screenings, and exercise.

### **Section 18.8.2**

All bargaining unit employees are authorized up to three (3) hours administrative leave per week to participate voluntarily in physical fitness program while in an official duty status in accordance with AFRCI36-803. Participation in the program must be approved by the first level supervisor and it is contingent upon no adverse mission impact. Specific times for participating in the program will be approved by the supervisor in advance. First level supervisors have the authority to disallow participation due to mission requirements and/or vary the times the employee may participate. Disapproval of a fitness program participation request will not be considered a disciplinary action. Participation privileges may be revoked if any abuse is identified and disciplinary action may be taken.

### **Section 18.8.3**

The Agency will cover bargaining unit employees injured while performing physical fitness activities in an official duty status the same as when they are at their normal work location.

## **Article 19**

### **Security Forces**

#### **Section 19.1 General**

The Parties agree well-trained, professional Police Officers are an essential part of 911<sup>th</sup> Pittsburgh Air Reserve Station's mission. Department of Air Force (AF) Civilian Police Officers are unlike most employees, their training and credentials can be challenged in judicial proceedings. Proper training and certification is essential in establishing Police Officer qualifications when AF Civilian Police Officers are summoned to testify in military and civilian courts or other proceedings. All certification and training is critical from a risk management perspective in the event the Agency or employee is sued while in the performance of official duty, the Parties acknowledge all police officers are fully qualified AF Civilian Police Officers. The Agency and Union acknowledge that Police Officers have received initial training from a variety of sources utilizing different criteria and methodology and agree this diversity of training and experience may have a potential to compromise officer safety.

#### **Section 19.2 Training**

Section 19.2.1 Air Force Civilian Police Officers will be certified in the following areas at a minimum:

1. ASP Baton (annual training)
2. Issued Duty Handgun (M9)
3. Issued Duty Rifle (M4)
4. Issued Duty Shotgun (M870) (Offered or as required)
5. X26 Taser (when available or as required; according to Taser International). X26 Taser is optional and may be substituted by ASP Baton.

#### **Section 19.2.2 Weapon Familiarization and Proficiency**

Employees will be allowed at least six hours semiannually to enhance their weapons familiarization with the Agency issued weapons and ammunition at an approved range IAW 36-2226 5.5.1.

1. Employees will be scheduled by the CATM section.
2. This time will be scheduled as far in advance as possible.

#### **Section 19.2.3 Qualification standards**

1. Unit training sections will use the minimum training standards found in the unit METLs/DAF CFETP to establish a DAF CP/SG Standardization and Evaluation (Stan/Eval) Program and use the existing active duty training program as a guide.

2. Employees will be provided a copy of the OPM qualification standards and the job specific function for their position and grade.
3. Medical Evaluations must be conducted IAW AFI 31-122 paragraph 2.5.5.

#### Section 19.2.4 Civilian Training Requirements

AFI 36-2646, **Security Forces Training and Standardization Evaluation Program** establishes the training requirements and provides guidelines for the SF Training and Stan/Eval programs. The AFI defines “Security Forces (SF)” as, “Security Forces personnel (Officer and Enlisted), Department of the Air Force (DAF) civilians, contractors, and foreign nationals who perform police or guard duties.” All members of the 911 SFS must adhere to the requirements and guidelines outlined in this AFI, or any subsequent AFI that may replace it. The following training has been identified as mandatory for all Security Forces, as previously identified:

##### Section 19.2.4.1 SF Shoot, Move, and Communicate (SMC) Course Training/Evaluation

The SMC course standardizes basic individual and team firearms tactical skills necessary to engage hostile threats. This course satisfies the mandatory requirement in AFI 36-2226 for SF unit live-fire sustainment training, five to seven months after completion of qualification training on their primary weapons. SMC training will be conducted and evaluated by task-qualified SMC course trainers.

##### Section 19.2.4.2 Active Shooter Course Training/Evaluation

Active shooter training incorporates weapons handling, non-lethal weapons, and SMC principles, including basic individual and fire team tactical skills necessary to engage hostile threats. The active shooter lesson plans will be incorporated into all active shooter training, and will be conducted and evaluated by task-qualified active shooter instructors.

##### Section 19.2.4.3 Duty Position Evaluation Training IAW AFI 36-2646, Attachment 4.

This document identifies the core tasks for select S-3/flight duty positions. This table mandates the minimum core tasks required for Installation Entry Controller, SF Patrol, and Flight Sergeant/Commander. The tasks outlined in the attachment are identified in the work centers Master Task Listing (MTL) as being required for SF duty positions. Task 42.3.4 requires all duty positions to be certified in Employing Physical Apprehension and Restraint Techniques (PART) or HQ AFSFC approved Combative training.

1. IAW the HQ AFSFC CONOPS for SF Combative Program, the SFCP is a unit commander program intended to create resilient, confident Security Forces Personnel and add an additional tool for Use of Force, apprehension and weapons retention.
2. The SFCP is designed as a 20-hour end-user course for both military and civilian (0083/0085) Security Forces.
3. The SFCP is the only approved combative program for SF.

4. After the initial training, end-users are required to receive 10 hours of training annually to maintain proficiency. End-users who fail to maintain proficiency will be required to accomplish the full 20 hour end-user course.
5. The SFCP will be administered and evaluated IAW the HQ AFSFC CONOPS.

## **Section 19.3 Hours/Overtime**

### **Section 19.3.1**

The AF Civilian Police Officers shall be provided with a bi-weekly schedule of overtime opportunities at least fourteen (14) days prior to schedule going into effect. The schedule must be posted in a highly visible area where officers have immediate access

### **Section 19.3.2.1**

Overtime rosters, both voluntary and involuntary will be maintained and kept at the base defense operations center.

### **Section 19.3.2.2**

Unless exigent circumstances exist, the agency will give first consideration to civilian officers when filling overtime requirements. Additionally there may be occasions when an oncoming shift does not have sufficient personnel to meet all mandatory requirements that will require unplanned overtime.

### **Section 19.3.3**

Providing 24-hour SF operations mission coverage will be expected of DAF CP/SG. As they prepare for normal shift operations, police and security guards will require overtime to accomplish their mission.

### **Section 19.3.3.1**

There are numerous duties, activities and situations that will require the need for overtime. Although not all inclusive, some of this time involves the pre-shift and post-shift activities.

1. Pre-shift activities will normally consist of the changing uniforms, issue, receipt, inspection and function check of the security equipment. Other activities are briefings on vehicle and weapons safety, current threat, various procedures and changes, and security deficiencies/items of interest. These activities may be part of the unit's guard mount.
2. Post-shift activities include changing uniforms, the turning in of all equipment issued for the shift. It may consist of completing and filing/entering reports and paperwork. Routine pre and post-shift activities are prescribed in governing documents to include law enforcement/security directives and technical orders.
3. Overtime may also be required when transporting the DAF CP/SG to and from the marshalling area (where the pre and post-shift activities occur, e.g. Operations Facility, armory). A determination of the appropriate amount of overtime will be based on the distances to and from the fixed posts, amount and type of equipment being used, number and complexity of checks required, frequency and depth of briefings.

4. The Agency normally will provide fifteen (15) minutes at the beginning and fifteen (15) minutes at the end of the tour for the employees. When such activity must take place before the shift begins or after the shift ends, this time will be compensable under the provisions of Article 26, Overtime.

## **Section 19.4 Equipment**

### **Section 19.4.1**

Officers will not be required to use their personal cellular phones for duty purposes while working.

### **Section 19.4.2**

Duty gear/belt will be provided as required not to include items purchased by clothing allowance.

### **Section 19.4.3**

DAF Police will carry/wear personal protective gear on post, to include a protective helmet, Type III/IV body armor (DAF will turn in the Interceptor Flak vest and be issued a replacement outer cover for the current body armor required when available) and a gas mask/respirator to ensure proper protective gear is readily available in the case of emergency. SAPI plates will be provided on post and in the vehicles. Blue/Black helmet covers will be provided when available as well as gas mask eye inserts by the unit. SAPI plates will be accounted for using the changeover check list upon assuming post. If there is a discrepancy found follow proper procedures to notify the chain of command.

## **Section 19.5 Uniforms**

Since all employees, are required to wear the prescribed uniform, employees will be afforded an initial allowance of up to \$1,800.00 and an annual maintenance allowance of up to \$800.00 per year or the maximum allowed by law.

### **Section 19.5.1**

Employees must place a purchase order to procure the prescribed primary duty uniforms [minimum of three] within 5 working days after receiving their initial uniform allowance. Applicants will wear conservative civilian attire and attend unit training or work, completing tasks out of public view, until receipt of necessary uniform.

### **Section 19.5.2**

Any employee who does not receive the initial uniform allowance will not be required to wear the uniform while in a duty status until management renders payment of the uniform allowance. However, employees can purchase their own uniform in good faith if they so choose.

### **Section 19.5.3**

Class B Uniform (Daily Wear). The Class B Uniform will consist of the following:

1. Baseball Cap with sewn on AF Civilian Police Patch.
2. Short or Long Sleeve Shirt w/Badge and Name Plate
3. Black T-Shirt
4. Ballistic Vest (Bullet Proof Vest)
5. Pants
6. Nylon Duty Belt

7. Black Socks
8. Black Boots or Low Quarters Shoes

#### Section 19.5.4

Class C\* Uniform (Inclement Weather/Training/Special Details). All Police Identifiers will be sewn on. Inclement weather means rain, snow, sleet, hail and fog, which is occurring at the beginning of the officer's shift. Officers will not be required to change uniforms upon the inclement weather dissipating. The Class C Uniform will consist of the following:

1. Ball Cap with sewn on AF Civilian Police Patch
2. Short or Long Sleeve Utility Top
3. Black T-Shirt
4. Ballistic Vest (Bullet Proof Vest)
5. Utility Bottoms (Bloused)
6. Nylon Duty Belt
7. Black socks
8. Black Boots
9. Coveralls for vehicle inspections

#### Section 19.5.5

Winter weather (Cold) gear can be worn with both B and C uniforms during winter weather (Cold). Dickeys or Mock Turtle Necks will be authorized for winter wear but must be Black in color.

#### Section 19.5.6 Uniform Procurement

Member will procure uniforms locally or by catalog immediately upon receipt of initial clothing allowance and maintain uniforms with annual clothing allowances. Uniform types will be IAW AFI31-122. Uniforms will be worn as stated in applicable AFI.

### **Section 19.6 Standing Guard Mount**

Guard mount is conducted at the start of the Security Forces shift. Guard mount is used to determine the readiness of personnel, to include their appearance as well as mental and physical condition. Guard mount will be used to conduct roll call, make announcements, security status briefing, weapons inspection and post assignments.” The 911 SFS DAF civilian police officers will stand for Guard mount. This will match their military counterparts and be in compliance with AFMAN 31- 201 V3, paragraph 7.13. 911 SFS DAF civilian police officers will not have to assume the Position of Attention, be subject to inspections or stand at the Position of Parade Rest, but should stand erect in orderly rows.

### **Section 19.7 Professional Courtesies during Post checks/visits**

The purpose of post reporting is to ensure the DAF Police Officer is alert and knowledgeable of the assigned duties and responsibilities. 911<sup>th</sup> SFS DAF officers will stand and offer a professional greeting “Good Morning”/“Good Afternoon”/ “Good Evening” whichever is applicable followed by, “Do you have any post specific questions for me?” to the senior person (E-7 and above or GS-07 and above) conducting the post check or visit. The senior person may then ask up to 10 duty related questions. The

DAF officer may refer to job knowledge cards or other material to assist in answering questions. This questioning would not be used for disciplinary action unless exigent circumstances existed.

## **Section 19.8 Physical Agility Testing (PAT)**

All 911 SFS DAF officers will comply with Physical Fitness Standards IAW AFI 31-122, Department of the Air Force Civilian Police/Security Guard (DAF/CP/SG) Program, dated 22 December 2010, incorporating Change #1, 24 April 2013. Since the attacks of 9/11, AF installations have been operating under sustained anti-terrorism/force protection operations; preparing for attacks which can be both unpredictable and catastrophic. The Air Force PAT for Civilian Applicants for Police and Security Guard Positions standards, quantify the AF's expectations. The PAT serves to provide a measure of the individual's preparedness to successfully accomplish the essential functions of the position. NOTE: If a DAF patrolman is also a Traditional Reservist (TR) and has passed the military physical training test, in all categories without category exemptions, they will be exempt from the SF PAT. However, if a DAF patrolman who is also a TR has failed the military physical training test, they will be subject to taking the SF PAT test. If the SF PAT test is passed, the DAF patrolman will be unrestricted in their civilian capacity regardless of their military status. The PAT will follow the same environmental restrictions as listed in AFI36-2905 or AFI31-122, whichever is more restrictive.

### **Section 19.8.1. PAT Applicability**

Successful completion of the PAT is applicable to all civilian applicants/incumbents in the OPM occupational series 0083 (Civilian Police to include Detectives, Combat Arms, Training, Standardization Evaluation, Armorer, Alarm Monitor, Dispatcher, Military Working Dog (MWD) Police, Equipment/Resources and other 0083 series positions developed in the future), 0085 (Civilian Security Guard) and 0080 (Civilian Security Specialist with parenthetical 'Law Enforcement'). **Passing the PAT is a condition of initial and continuous employment, similar to weapons qualification.** It is a minimum requirement of the position. The AF expects that civilian police and guards will be able to fulfill a full range of activities under sometimes arduous and unforgiving conditions, performing integrated defense tasks which may be life threatening. The physical agility standards that the AF is implementing quantify the AF's expectations. In order to meet the condition of employment standard, the individual tested must successfully pass the established standard for each element of the PAT.

### **Section 19.8.2**

A pre-participation screening/medical clearance of each individual will be conducted prior to the PAT. The screening/medical clearance will be valid for one year, unless other health/medical issues are identified in the interim, in which case a new clearance will be performed prior to the subsequent PAT.

### **Section 19.8.3**

A Physical Training Leader (PTL) will conduct the PAT for standardization. The PTL will complete **AFI 31-122**, Attachment 15 prior to conducting the PAT. If block 2 of Attachment 15 is marked, the participant will be advised that they are now in a light duty status, and must follow the procedures outlined in paragraph 2.11.4 of **AFI 31-122**. Use **AFI 31-122** Attachment 16 for PAT test record.

#### **Section 19.8.4**

The PAT will be conducted annually and documented by the SF unit for DAF CP/SG personnel, with a minimum of four months separating the tests. If the unit conducts all its PATs in a single month, a new hire will not be required to complete the test again for at least 4 months (e.g. officer hired in December would not be required to test in January). Job descriptions and performance plans/performance standards/position descriptions will contain the PAT requirement. The PAT will be conducted no later than 12 months from the date of the last recorded PAT.

#### **Section 19.9 Physical Training**

At the discretion of flight leadership, DAF personnel will be given up to three hours, during their five day work cycle not exceeding one and one half hour per shift to conduct physical training. DAF personnel utilizing a training facility will be required to secure their M-4 in weapons rack inside of the vehicle while M-9 pistols will be placed in an assigned lock box. Moreover, DAF personnel will be required to carry a radio with them, keeping it within arm's reach, while conducting physical training (Exception: If member is in the shower he/she must call in a code six). If an emergency arises where DAF personnel are required to respond, he/she must don his/her personal protective equipment along with duty belt and weapons.

## **Article 20**

### **Performance Management**

#### **Section 20.1 Overview**

##### **Section 19.1.1**

The Agency and the Union are committed to providing quality service. Accomplishment of the Agency mission should be achieved in an environment that recognizes the value of its employees and the importance of teamwork.

##### **Section 20.1.2**

The purpose of the performance assessment system in this Article is to provide a framework to ensure honest feedback and open, two-way communications between employees and their supervisors (or other rating officials). The system focuses on contributions within the scope of the employee's job description in achievement of the Agency's overall service mission. Accomplishment of objectives is intended to be achieved within a teamwork environment. The main emphasis of this system is day-to-day interaction among employees and supervisors which includes the implementation of modern and flexible work practices where the Agency's objectives are emphasized by progressive personnel management.

##### **Section 20.1.3**

The assessment system will emphasize:

1. Employee development;
2. The supervisor's role as team leader and coach;
3. Overall employee contributions;
4. Recognition of special skills and contributions in addition to regular job duties.

#### **Section 20.2 Policy**

##### **Section 20.2.1**

The provisions of this Article apply to all bargaining unit employees in the competitive and excepted service, including Federal Wage System employees, except employees excluded by law.

##### **Section 20.2.2**

The employee performance management system and its application will be fair, equitable, reasonable and related to the employee's position description.

#### **Section 20.3 Performance Standards**

##### **Section 20.3.1**

To the maximum extent feasible, performance standards must be based on objective, reasonable, and measurable criteria, and provide a clear means of assessing whether objectives have been met.

### **Section 20.3.2**

To the maximum extent feasible, the performance standards will be consistent for standard or like positions. Variations from these performance standards will be based on real differences in the jobs.

### **Section 20.3.3**

Application of all performance standards shall be fair and equitable, and consistent with regulatory requirements.

## **Section 20.4 Communications**

### **Section 20.4.1**

At the beginning of every rating period, or within the first thirty (30) days of employment for new employees, employees will meet with their rating official regarding the employee's job functions and responsibilities. The rating official will present to the employee a proposed performance plan, which contains the critical elements, as well as the performance standards for each of these elements.

### **Section 20.4.2**

Subsequent discussions between the employee and rating official concerning the employee's performance plan will be held, and critical elements or performance standards may be changed when there is a change in the work situation such as:

1. change in the supervisor of record;
2. detail;
3. change in the component's goals or objectives;
4. change in assignments;
5. change in the work process or product of the component;
6. when seasonal employees return to duty.

### **Section 20.4.3 Ongoing Performance Discussions**

1. Informal discussions are a standard part of supervision and should occur throughout the annual assessment period. Discussions may be initiated by the supervisor, rating official (if not the immediate supervisor) or employee. Discussions may be held one-on-one or between a supervisor or rating official and a work group. If an employee requests a discussion with his/her rating official to discuss his/her performance, it will be scheduled within fifteen (15) work days. If, in rare circumstances, this is impossible, the employee's file should be documented to show the request for a discussion and the failure to have one.
2. Discussions should be candid, forthright dialogues between the supervisor or rating official and employee(s) aimed at improving the work process or product and developing the employee(s).

The discussion will provide the opportunity to assess accomplishments and progress and to identify and resolve any problems in the employee's or work team's work product.

3. When warranted, the supervisor or rating official should provide additional guidance aimed at developing the employee(s), removing obstacles and improving the work product or outcome. Discussions will provide the employee the opportunity to seek further guidance and understanding of his or her work performance and offer suggestions for improving processes.

## **Section 20.5 Rating Process**

### **Section 20.5.1**

Rating officials will give employees at least one formal written progress review during the rating period. The progress review will be approximately six (6) months into the rating period. There can be more progress reviews, and one is required if the supervisor believes the employee is not performing in a successful manner. The progress review will indicate to the employee what the employee's rating would be at that time for each critical job element and what would be necessary for the employee's performance to improve. If, at the time of a progress review, the Agency is aware of an instance(s) of performance deficiency, it shall provide that information to the employee at that progress review. Otherwise, the information will not be used to adversely affect the performance rating.

### **Section 20.5.2**

All bargaining unit employees will receive an annual performance rating in a timely manner as prescribed by AFI in writing at the end of the assessment period. This period will be extended up to thirty (30) days when an employee is subject to a Performance Improvement Plan (PIP) under Section 20.7 and the established ending date would not afford him or her reasonable opportunity to demonstrate improved performance.

### **Section 20.5.3**

1. The employee will have ten (10) days to make a written appeal to the appraisal that explains and documents why the employee disagrees with any of the findings of the rating official. If the employee wishes, this response will be attached to the material submitted by the rating official to the reviewing official. Making or not making a response has no effect on an employee's right to grieve the performance rating under Article 12, Negotiated Grievance Procedure.
2. Within ten (10) days from the deadline for the employee's appeal, the rating official will give the employee the final appraisal.

## **Section 20.6 Uses of the Performance Rating**

The performance rating given to employees under this performance assessment system is used for a number of purposes.

1. Within-Grade Increases (WIGI). An employee who has attained a rating of at least "Fully Successful" has achieved an "acceptable level of competence" and will be entitled to appropriate within-grade increases.

2. The rating of record will be used in consideration for appropriate awards, promotions, and other personnel actions.
3. The rating of record may be used in evaluating candidates under the merit promotion system contained in Article 21 of this Agreement.

## **Section 20.7 Performance Improvement Plan (PIP)**

### **Section 20.7.1**

It is the responsibility of the Agency to monitor employee performance throughout the rating period. If at any time during the rating period the rating official determines that an employee is performing at an unsuccessful level in one or more critical elements, the rating official will call for a meeting with the employee to discuss the employee's performance.

### **Section 20.7.2**

If the employee is still performing at an unsuccessful level after an additional 90 days, the rating official, supervisor (if different from the rating official), employee and, if requested, a Union representative, will meet to identify the specific problem, determine the root cause and develop a written improvement plan to resolve the problem. Local Union representatives will be used.

### **Section 20.7.3**

1. The PIP will identify the critical element(s) for which performance is unacceptable and inform the employee of the performance requirement(s) or standard(s) that must be attained in order to demonstrate acceptable performance. It will state which assigned tasks demonstrate the unacceptable performance and how they relate to an identified job requirement(s), element(s), and standard(s), as applicable. The plan will state that unless performance in a critical element(s) improves to and is sustained at an acceptable level for a minimum period of one (1) year; the employee may be reduced in grade, reassigned or removed from Federal service.
2. The PIP will afford the employee a reasonable opportunity of at least 90 days to resolve the identified performance-related problem. During this period, the employee will be deemed to be performing at a "Fully Successful" level for purposes of any performance-related personnel actions and will not be subject to any adverse personnel action based on performance-related problems. This "deemed Fully Successful" level will not constitute a rating of record.
3. The PIP will be tailored to the specific needs of the employee and may include formal training, on-the-job training, counseling, assignment of a journeyman mentor, or other assistance as appropriate.
4. The PIP will state which supervisor or management officials will be available to guide, coach, and otherwise assist the employee in reaching "Fully Successful" performance, what specific assistance will be provided and when. Employees may request additional assistance.
5. The employee will be informed in writing that personnel-related actions (WIGIs, awards) may be withheld while this level of performance continues.

#### **Section 20.7.4**

At any time during the PIP, the rating official may conclude that assistance is no longer necessary because the employee's performance has improved to at least "Fully Successful." The rating official will notify the employee of this determination in writing.

#### **Section 20.7.5**

If, following the performance improvement period, the rating official is unable to make an assessment that the employee is successfully performing his/her critical job duties and responsibilities, the rating official will give the employee a documented performance interview communicating this determination. In that case, it is appropriate to extend the assistance period until an assessment can be made, consistent with law.

#### **Section 20.7.5**

If the employee has chosen to be represented by the Union, a Union representative has the right to be present at all performance-related meetings with the employee for the PIP only.

### **Section 20.8 Actions Based on Unacceptable Performance**

#### **Section 20.8.1**

If all remedial actions fail and the employee's performance is determined to be unacceptable, the supervisor will provide written notification to the employee that the employee may be liable for one of the following actions:

1. When the employee is capable of performing another position of the same grade, the supervisor may propose to reassign the employee to such a position.
2. When the employee is not capable of performing any position at the same grade but is capable of performing a position at a lesser grade, in the same or different job series, the supervisor may propose a demotion to a position at the next lower grade.
3. If neither A nor B above is feasible, the supervisor may propose a removal.

#### **Section 20.8.2**

An employee who is reassigned or demoted to a position at a lower grade based on unacceptable performance will receive a new performance plan, in accordance with this Article.

#### **Section 20.8.3**

An employee whose reduction in grade or removal is proposed for unacceptable performance is entitled to:

1. Thirty (30) days advance written notice of the proposed action, which identifies the specific basis (i.e., the critical job duties and responsibilities) for the proposed action including specific instances of unacceptable performance.
2. A representative. The employee must inform the deciding official in writing of the representative's name.

3. A reasonable time, not to exceed fifteen (15) days, to answer orally and in writing, and to provide witnesses and work product or other evidence to challenge the proposed action.

#### Section 20.8.4

A decision whether to retain, reduce in grade, or remove an employee shall be made not later than thirty (30) days after the date of expiration of the notice period. The employee will be given this decision in writing. Unless the action is proposed by the Head of the Agency, the deciding official will be at a higher management level than the proposing official. The decision will:

1. Specify the instances of unacceptable performance and the critical element(s) for which the employee did not achieve “fully successful” performance, and on what the decision is based;
2. Specify the action to be taken, the effective date, and the employee's right to appeal the decision.

#### Section 20.8.5

The employee may appeal to either the Merit Systems Protection Board in accordance with applicable law, or the Union, on behalf of the employee, may timely file a written request to invoke arbitration under the terms of Article 13. An employee shall be deemed to have exercised the appellate option at such time as the employee timely initiates an appeal under the statutory procedure or the Union, on behalf of the employee, timely files a written request to invoke arbitration, whichever occurs first. Arbitration must be invoked no later than (thirty) 30 days after the effective date of the action unless EEO counseling is initiated.

## **Article 21**

### **Merit Promotion**

#### **Section 21.1 Purpose**

The parties agree that the purpose and intent of the provisions contained herein are to ensure that merit promotion principles are applied in a consistent manner with equity to all employees and without regard to political, religious, or labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, non-disqualifying physical handicap, or age, and shall be based solely on job-related criteria according to legitimate position requirements.

#### **Section 21.2 Actions Covered By Competitive Procedures**

In accordance with 5 CFR 335.103, competitive procedures will apply to the following types of personnel actions:

1. Permanent promotions.
2. Temporary promotions for more than 120 calendar days.
3. Details over 120 calendar days to higher graded positions or to positions with known promotion potential greater than the employee's present position.

#### **Section 21.3 Temporary Promotions**

Bargaining unit employees will not be detailed or temporarily promoted to higher graded positions for more than a cumulative total of 120 calendar days during any 12 month period without the use of competitive procedures.

#### **Section 21.4 Priority Consideration Before Using Competitive Procedures**

##### **Section 21.4.1 Involuntarily Demoted Employees**

Employees who are involuntarily demoted in the Agency without personal cause or who are in grade retention status are entitled to consideration for re-promotion before using the competitive procedures. This applies to positions at the employee's former grade or at any intervening grades that are to be filled under competitive procedures. The right to this consideration does not apply to a position with promotion potential higher than that of the position held at the time of the change to the lower grade.

##### **Section 21.4.2 Employees Not Given Proper Consideration**

An employee who would have been referred but was not given proper consideration due to a procedural violation or error in a previous competitive placement action, must be given advanced consideration for the next vacancy which becomes available in the same occupational family as the position denied. This means that the employee must be referred to the selecting official for consideration before using the competitive procedures. If selected on the basis of advance consideration, the employee is promoted or reassigned noncompetitively. If the employee refuses consideration, the employee forfeits his/her entitlement to the advance consideration.

#### **Section 21.4.3**

The selecting official must justify in writing any non-selection under this section. The employee will be given seven (7) days to rebut the reasons for non-selection and will receive a written response to the rebuttal. During this rebuttal period, the vacancy will remain open.

### **Section 21.5 Vacancy Announcements**

#### **Section 21.5.1**

1. The Civilian Personnel Flight will notify the Union of the title, series, grade, vice, Art or non-ART, date of vacancy, and organization of the vacancy that a personnel request for fill has been forwarded to AFPC within five (5) days of the day it is forwarded.
2. All vacancies within the bargaining unit, which require competitive procedures in accordance with this Article, will be announced and posted on base electronically by the Agency.

#### **Section 21.5.2 Amending Vacancy Announcements**

If a vacancy announcement has been posted and any information is later found to be in error or subsequently changed, i.e., area of consideration, duty station, grade change, career ladder of the position, or if there is a change in the factors by which the candidates will be evaluated, the announcement must be reposted citing the change and whether or not the original applicants need to refile in order to be considered. Posting time and distribution shall be the same as the original vacancy announcement.

### **Section 21.6 Employee Applications**

All jobs will be listed and applied for through USA Jobs for both internal and external postings. Resumes will be used for all positions. Family Services will provide assistance in resume writing techniques upon request.

### **Section 21.7 Selection Procedures**

#### **Section 21.7.1 Interviewing**

The use of interviews is optional. Supervisors may determine the number of candidates to be interviewed, if any.

#### **Section 21.7.2 Selection**

1. The selecting official has the right to select or not select any candidates referred. The selection shall be based solely on job-related criteria.
2. When requested by the Union, a written rationale of the selection(s) or decision not to fill will be provided.

## **Article 22**

### **Dues Withholding**

#### **Section 22.1 Purpose**

The Union and the Agency agree that any eligible employee of the bargaining unit who is a member in good standing of the Union may authorize an allotment of pay for the payment of dues in accordance with 5 U.S. Code Chapter 71, “The Federal Service Labor-Management Relations Statute,” as amended and this Agreement.

#### **Section 22.2 Dues/Allotments**

##### **Section 22.2.1**

The amount to be deducted each biweekly pay period will be for dues only. No other deductions are authorized. The amount to be withheld shall be the same for all members of the Union.

##### **Section 22.2.2**

Union members who desire to make an allotment for payment of dues will request such allotments by completing SF-1187. The Union agrees that it will be responsible during non-work time of employees concerned, for procuring the prescribed allotment form (Standard Form 1187); distributing the form to its members; certifying the amount of its dues; and informing and educating its members on the program for allotments for payment of dues, and the uses and availability of the required form.

##### **Section 22.2.3**

Completed allotment forms will be submitted to the appropriate Union official (President or Treasurer) who will complete the certification portion of the form. The Union, in turn, will promptly submit all such forms received from employees to the Civilian Payroll Office for processing.

##### **Section 22.2.4**

Allotments will be effective at the beginning of the first pay period following the receipt of a properly completed Standard Form 1187 by the Civilian Payroll Office. The Union may contact the Civilian Payroll Office for assistance in resolving discrepancies.

##### **Section 22.2.5**

Employees who temporarily cease dues allotment because of a temporary assignment to a position not in the bargaining unit will have their dues allotment automatically reinstated upon transfer back into a bargaining unit position.

#### **Section 22.3 Payment and Union Dues Deduction Report**

##### **Section 22.3.1**

The Agency will make a remittance to the Union for amounts withheld on a biweekly basis. The remittance will be an electronic funds transfer for the balance of the dues withheld and will be made payable to the Union. The Union will provide the Agency with the appropriate electronic address.

### **Section 22.3.2**

The payment will be accompanied by a Union Dues Deduction Report containing:

1. Identification of the Agency
2. Identification of the Union Local;
3. Total amount of the remittance;
4. Name and Last 4 of Social Security Number of employee, date, the amount deducted, and an indication if it is a new allotment;
5. Names and Last 4 of Social Security Number of employees for whom deductions previously authorized were not taken with indication for reason; and
6. Total number of members for whom dues are withheld.

### **Section 22.4 Changes in Dues Withholding Amounts**

#### **Section 22.4.1**

The Union may change the amount of the Union dues deducted per employee when the Bylaws are amended/or voted on. The Union President or other authorized Union officer shall forward a statement to the Civilian Payroll Office indicating the dues change.

#### **Section 22.4.2**

Such statement must be received ten (10) workdays prior to the first day of the pay period in which such change is to be effective. Changes will be effective the first pay period after timely receipt by the Civilian Payroll Office.

### **Section 22.5 Dues Revocation**

#### **Section 22.5.1**

Union members who have authorized Union dues withholding may revoke their payroll deduction of dues once a year on the anniversary date of the first withholding by submitting Standard Form 1188, "Cancellation of Payroll Deductions for Labor Union Dues" or its equivalent to the appropriate Union official (President or Treasurer). The Union agrees that it will be responsible during non-work time of employees concerned, for procuring the prescribed form (Standard Form 1188) and will make them available to the Union members. The SF 1188 must be submitted to the Union prior to the anniversary date of the effective date of the dues withholding.

#### **Section 22.5.2**

Upon receipt of the properly completed SF 1188, the Union Official (President or Treasurer) will write in box 6 of the SF-1188, the anniversary date of the member, certify by date, signature, and the Union's embossed seal. The member will be given a copy of the SF-1188 and the President or Treasurer will submit the Standard Form 1188 to Civilian Pay personnel office not earlier than the pay period before the cancellation.

### **Section 22.5.3**

Notwithstanding Section 22.5.1 of this Article, deduction of dues with respect to an employee will terminate with the start of the first payroll period after which any of the following occurs:

1. Loss of exclusive recognition by the Union;
2. Separation of the employee for any reason;
3. Notice to the Agency from the Union that the employee has been suspended or expelled from the membership of the Union;
4. Transfer, reassignment, or promotion or demotion of an eligible member to a position excluded from the Union's recognition; or
5. Activation of an employee into active duty military status.

### **Section 22.6 Reinstatement of Separated Employee**

If an employee who has been separated by the Agency is reinstated by an arbitrator, the Merit Systems Protection Board, the Equal Employment Opportunity Commission, or a court of competent authority and the Agency is required to make the employee whole, dues withholding will be continued for that employee without submitting a new SF 1187, provided that the employee was a Union member at the time of his/her separation, and the employee does not object to resuming dues withholding. Dues withholding will resume with the effective date of the reinstatement only.

### **Section 22.7 leaving or removed from the rolls of employment**

#### **Section 22.7.1**

The Agency will notify the President or Treasurer of all bargaining unit employees leaving or being removed from the rolls of employment.

#### **Section 22.7.2**

The Union will be included on the 911<sup>th</sup> out-processing checklist

#### **Section 22.7.3**

All bargaining unit employees leaving or removed from the rolls of employment will process out through the Union President or the Treasurer.

## **Article 23**

### **Mid-Term Negotiations**

#### **Section 23.1 Purpose**

##### **Section 23.1.1**

This Article shall be administered in accordance with 5 U.S.C. Chapter 71 and this Agreement. The purpose of this Article is to prescribe the criteria and procedures by which the Parties shall engage in negotiations during the term of the Agreement.

##### **Section 23.1.2**

Matters appropriate for mid-term bargaining shall include those issues within the scope of bargaining, as proposed by either Party which are either newly formulated, or changes to established personnel policies and practices during the term of this agreement, which affect the working conditions of unit employees.

#### **Section 23.2.0 Procedures for Negotiating During the Term of the Agreement**

##### **Section 23.2.1 Notice of Proposed Change**

Either Party may propose changes in conditions of employment during the life of the Agreement which are not already covered by the Agreement. The initiating Party will provide the other Party with reasonable advance written notice, not less than ten (10) days prior to the proposed implementation date, of any change affecting conditions of employment. The notice will, at a minimum, contain the following information:

1. The nature and scope of the proposed change;
2. A description of the change;
3. An explanation of the initiating Party's plans for implementing this change;
4. An explanation of why the proposed change is necessary; and
5. The proposed implementation date.

##### **Section 23.2.2**

All notifications of any proposed change will be provided in electronic format.

##### **Section 23.2.3**

The receiving Party will review the proposal and may respond to the initiating party in one of the following ways:

1. If the receiving Party wishes additional information or an explanation of the proposal, that Party may, within five (5) working days of receipt of the notice, make a written request for a briefing by the initiating Party, and/or for additional information, in writing, in order to clarify or determine the impact of the proposed change; or

2. If the receiving Party wishes to negotiate over any aspect of the proposed change, it shall notify the other Party by submitting a demand to bargain within five (5) working days of receipt of the notice (or receipt of any requested briefing or information, whichever is later).

#### **Section 23.2.4 Agreement to Negotiate**

1. Upon request by the receiving Party, the Parties will meet and negotiate in good faith through appropriate representatives for the purpose of collective bargaining as required by law and this Agreement. Following this request to negotiate, the Parties will schedule a meeting to begin negotiations as soon as possible, normally no later than ten (10) working days from the receipt of the receiving Party's request, or ten (10) working days before the proposed implementation date, whichever is earlier. Implementation shall be postponed to allow for the completion of bargaining, up to and including negotiability disputes and/or impasse proceedings, except as required by law.
2. The Party requesting negotiations will not be required to submit written proposals in advance of the start of the bargaining period, but will make good faith efforts to submit proposals, in part or in whole, prior to arriving at the bargaining site, whenever practicable.
3. If the receiving Party has not responded to the initiating party within the prescribed time frames, the proposed changes in conditions of employment will be implemented on the proposed effective date.

#### **Section 23.3.0 Ground Rules for Mid-term Bargaining**

##### **Section 23.3.1**

The following ground rules apply to all mid-term bargaining entered into as a result of changes initiated by either Party and any corresponding obligation to bargain over such changes under 5 U.S.C. Chapter 71.

- 1 The Agreement shall not be completed and finalized until all proposals have been disposed of by mutual consent. Negotiation disputes, including questions of negotiability and resolution of impasses, will be processed in a manner consistent with 5 U.S.C. Chapter 71 and implementing regulations. This will not serve as a bar to the Parties concluding by mutual consent a general agreement on those items which have been or remain to be negotiated.
- 2 The designated Union negotiators will be on duty time for all time spent during the actual negotiations, including attendance at impasse proceedings, and for other related duties during negotiations, such as preparation time and time spent developing and drafting proposals.
- 3 Any provisions disapproved during Agency-head review may be referred to the FLRA by the Union. Any provision held within the scope of bargaining will be incorporated into the Agreement. The parties will commence negotiations within a reasonable period after receipt of an FLRA decision sustaining the Agency's determination that the Union's proposal is outside the scope of bargaining.
- 4 All timeframes in this article may be modified by mutual consent.

5. The number of employees for whom official time is authorized shall not exceed the number of individuals designated as representing the Agency.
6. It is recognized by both parties that informal verbal agreements exist between the Agency and the Union and they shall not be negated by the requirements of 23.2.4.1 above.

#### **Section 23.4.0 Waivers**

Nothing in this Agreement shall be deemed to waive either Party's statutory rights unless such waiver is clear and unmistakable.

## **Article 24**

### **Official Travel**

#### **Section 24.1 General**

##### **Section 24.1.1**

The nature of the mission of the Agency is such that it might be necessary for bargaining unit employees to travel officially on behalf of the government.

##### **Section 24.1.2**

Changes in travel regulations that result in conflict with the provisions of this Agreement shall entitle either party to reopen those provisions that conflict with the changed regulation. Toward this end, the Agency shall give the Union notice of any proposed change to the regulations in accordance with Article 23, Mid Term Negotiations

##### **Section 24.1.3**

When employees travel on official business requiring written orders/authorization, orders/authorization will be prepared and allowances authorized consistent with the applicable law, rule, regulation, and the terms of this Agreement.

##### **Section 24.1.4**

Travel Orders/Authorization shall be issued in advance of the date on which the travel is to begin, except in cases of urgent or unusual situations. In the absence of such circumstances, orders/authorization will be issued sufficiently in advance, but not less than two (2) working days prior to the travel date to permit the employee to complete all travel arrangements prior to the travel, including lodging arrangements, obtaining transportation requests or tickets, and advance funds if desired.

##### **Section 24.1.5**

The supervisor shall assist the traveler, upon request, by explaining applicable portions of governing directives relative to travel, per diem, travel orders, advanced per diem, authorized expenses, travel vouchers, and when to report for work following travel.

##### **Section 24.1.6**

When employees travel locally and written orders/authorization are not required, such travel will be paid consistent with applicable law, rule, regulation, and the terms of this Agreement.

##### **Section 24.1.7**

Compensation during travel is governed by applicable law, rule, regulation, and this Agreement.

#### **Section 24.2 Government Travel Charge Cards**

##### **Section 24.2.1**

The Agency may exempt bargaining unit employees from using a Government contractor-issued travel charge card (GTC), and the Agency may authorize one or a combination of the following methods of payment, in accordance with the law:

1. Personal funds, including cash or personal charge card;
2. Travel advances; or
3. Government Transportation Request (GTR).

#### **Section 24.2.2**

The Agency shall take all reasonable steps to assure that bargaining unit employees are protected from any adverse impact caused by their use of the GTC for official travel purposes, consistent with applicable regulations and the terms of this Agreement, including but not limited to:

1. Steps to ensure that the contractor that provides the GTC will not disclose any credit history information, including but not limited to information on any delinquent payments, involving unit members, to credit bureaus or otherwise to the public, or other departments of the contractor, unless the contractor has filed suit in a court of law to collect such delinquent payments;
2. Steps to assure that unit members will not be required to pay any part of any disputed billing to the contractor pending resolution of that dispute; and
3. Steps to assure that, so long as the unit member reports the loss of their GTC within 48 hours of their discovery of such loss, the unit member will incur no charges associated with that loss.

#### **Section 24.2.3**

When an employee cannot obtain a GTC because of a lack of credit history or because he/she is found to have unsatisfactory credit history, the employee's travel will be paid through suitable alternate methods available to the Agency. Such alternates may include, but not be limited to, cash advances and Centrally Billed Accounts.

#### **Section 24.2.4**

Government Issued Charge Card is to only be used for official travel and official travel related expenses away from your official duty station to include, but not limited to, airline fares, lodging, meals and incidental expenses. Use of the Government Charge Card for personal reasons is prohibited. Payment will be made in accordance with Issuing Authorities Agreement with cardholder.

### **Section 24.3 Scheduling Travel**

#### **Section 24.3.1**

To the maximum extent practicable, the Agency will schedule and arrange for the travel of bargaining unit employees to occur during normal working hours within the employee's regularly scheduled work hours.

#### **Section 24.3.2**

If circumstances require the employee's presence on Monday, too early to permit travel that day, the employee may perform the travel on the preceding day (Sunday), leaving home or post-of-duty (POD) at a reasonable time. If the employee prefers, travel may be permitted during duty hours on the preceding

Friday. In this event, subsistence reimbursement may be allowed to start with the departure time, but will be limited to that which would have been payable if the departure was made on Sunday.

#### **Section 24.3.3**

Employees will not be required to travel away from their normal duty stations when it is reasonably foreseeable in advance that they will be away from their normal duty station for more than 12 hours without appropriate TDY orders or other written authorization.

#### **Section 24.3.4**

The supervisor shall assist the traveler, upon request, by explaining applicable portions of governing directives relative to travel, per diem, travel orders, advanced per diem, authorized expenses, travel vouchers, and when to report for work following travel.

### **Section 24.4 Advances**

This section is only applicable to employees that are not required to obtain a GTC or have had their GTC privileges revoked.

#### **Section 24.4.1**

Employees will be advanced travel funds in amounts consistent with applicable law, rule, regulation, and the terms of this Agreement for both local and non-local travel. Such advances will be based on an estimate of reimbursable travel expenses.

#### **Section 24.4.2**

Any employee traveling on official business is entitled to an advance of funds to cover per diem, lodging costs, or actual subsistence expenses, mileage for use of a privately owned vehicle, and all other costs incidental to official travel not directly billed to the Agency or charged to a government travel charge card. Travel advances will be made available prior to the date of departure to those employees who make timely application.

#### **Section 24.4.3**

In cases of emergency job related travel, the Agency will make every reasonable attempt to accommodate travelers needing an advance.

#### **Section 24.4.4**

Employees with unused advance funds at the conclusion of travel will remit such funds within a reasonable amount of time, normally within five (5) days.

#### **Section 24.4.5**

Employees will be given ample written warning prior to the Agency levying any interest, penalty, or other charge because of delinquent repayment of unused travel advances. Such warning will be sufficiently in advance to give employees a fair opportunity to avoid the assessment of penalties, interest, or other charges. In the same notice, employees will also be informed of the options for repayment, given an explanation of the process of requesting waivers, and the date by which interest may be charged. In the same advance notice, employees will also be told of the amount of interest that would be charged, the method of accrual, the interest rate, the way(s) in which any delinquencies could be

involuntarily collected, and how they might challenge assessment decisions made by the Agency, including use of Article 12, Negotiated Grievance Procedure.

## **Section 24.5 Reimbursements**

### **Section 24.5.1**

Reimbursement claims will normally be submitted by employees within five (5) days after the completion of the travel or every thirty (30) days for employees on continuous travel status.

### **Section 24.5.2**

An employee should receive reimbursement through Electronic Funds transfer within ten (10) working days after submitting his/her travel voucher and all supporting documentation. If an employee does not receive payment, he/she may then contact his/her supervisor. If, after five (5) more working days, reimbursement has not been received or satisfactory explanation given, the supervisor will then seek resolution through the chain of command.

### **Section 24.5.3**

If a portion or the entire claim for expenses submitted by employees for reimbursement is denied, the undisputed amount shall be paid to employees.

### **Section 24.5.4**

Any disputed claims for reimbursement may be resolved through the procedures of Articles 12, Negotiated Grievance Procedure.

## **Section 24.6 Privately Owned Vehicles (POVs)**

### **Section 24.6.1**

Ownership or use of a privately owned vehicle is not a condition of employment. Their use by employees for official government business is entirely and strictly voluntary.

### **Section 24.6.2**

If an employee is either unable or unwilling to use his or her POV for official government, it is the Agency's responsibility to provide transportation.

### **Section 24.6.3**

When an employee volunteers the use of his/her POV and that use is authorized by the Agency, the maximum mileage allowance and related expenses allowed by applicable law, rule, regulation, and the provisions of this Agreement will also be authorized.

### **Section 24.6.4**

An employee authorized to use his POV will not be required to carry a passenger(s). If an employee voluntarily accepts an employee(s) as a passenger(s) on official business, any claim against the owner of the POV by the passenger(s) for damages will be settled under the Federal Tort Claims Act.

## **Article 25**

### **Leave**

#### **Section 25.1 Leave Procedures**

##### **Section 25.1.1**

Employees will apply in advance for approval of anticipated leave. Leave requests and approval or denial will be made in writing using OPM-71, Request for Leave. The leave approving official, normally the supervisor, will respond to all requests for leave in a timely manner.

##### **Section 25.1.2**

The following general concepts will apply to the administration of leave:

- a) The final determination as to time and amount of annual leave granted at any specific time rests with the supervisor authorized to approve leave.
- b) Employees may utilize all leave in fifteen (15) minute increments. Leave may not be charged in increments of less than fifteen (15) minutes.
- c) No arbitrary or capricious restraints will be established to restrict when leave may be requested.
- d) Use of accrued leave will not be denied based solely on the leave balance.

#### **Section 25.2 Annual Leave**

Employees are granted annual leave to allow them time off for vacations and for personal and emergency purposes

##### **Section 25.2.1**

The use of annual leave is a right of the employee in that the employee is either given an opportunity to use the annual leave, or to the extent permitted by law, is paid for it at the time of separation.

##### **Section 25.2.2**

Supervisors will establish tentative vacation schedules for the leave year by 15 February of each year and re-verify them no later than 30 August to insure that all employees are given a reasonable opportunity for a vacation. Failure to submit vacation schedule by 15 February will void the protections offered in section 25.2.3.

##### **Section 25.2.3**

When conflicts in scheduling vacations occur, the supervisor will confer with employees concerned in an attempt to resolve the conflict informally. Unresolved conflicts involving scheduling of annual leave will be resolved by seniority (SCD-LEAVE) consistent with mission, skill and qualification requirements.

##### **Section 25.2.4**

Annual leave will be granted, subject to workload demands, in a manner which permits each employee who wishes to take at least two (2) consecutive weeks of annual leave each year. Upon request, any denial of annual leave must be accompanied by a written statement of the reasons for the denial. If workload permits, employees may request and supervisors may approve periods of annual leave that exceed two (2) consecutive weeks.

#### **Section 25.2.5**

Employees who become ill while on previously scheduled annual leave may, upon request and with the approval of their supervisor, change previously authorized annual leave to sick leave in accordance with 5 CFR 630.406.

#### **Section 25.2.6 Unanticipated Annual Leave**

Emergency annual leave requests will be made by the employee contacting his/her supervisor or the designated alternate. If the supervisor and the designated alternate are unavailable, the employee will leave a message identifying the nature of the emergency and the anticipated duration no later than two (2) hours after the beginning of the employee's regular work shift. If the supervisor or the designated alternate is not personally contacted, or in cases of questionable emergency, final approval of the request may be withheld until the employee returns to duty.

#### **Section 25.2.7 Advancing Annual Leave**

An employee may be granted all annual leave which will be earned during the current leave year. However, in advancing an employee annual leave in excess of the amount actually earned, the supervisor authorized to approve leave must have reasonable assurance that the employee will be in duty status long enough to earn the leave granted before the end of the leave year.

### **Section 25.3 Sick Leave**

#### **Section 25.3.1 Accrual**

Employees will earn and accrue sick leave in accordance with applicable law and regulations. Employees may utilize sick leave in fifteen (15) minute increments.

#### **Section 25.3.2 Approval**

Sick leave is a qualified right of the employee and may be used only for absences when an employee:

- a) Receives medical, dental, or optical examination or treatment, including periodic physical examination for retention of status in a Reserve component of the Armed Forces or National Guard;
- b) Is incapacitated for the performance of his or her duties by physical or mental illness, injury, pregnancy, or childbirth, or illness from immunizations or vaccinations (whether or not required as a condition of employment).
- c) Provides care for a family member as a result of a physical or mental illness, injury, pregnancy, childbirth, or attends to a family member receiving medical, dental, or optical examination or treatment; or

- d) Provides care for a family member with a serious health condition;
- e) Makes arrangements necessitated by the death of a family member or attends the funeral of a family member;
- f) When a member of an employee's immediate family is afflicted with a contagious disease and requires the care and attendance of the employee, or through exposure to contagious disease the presence at work of the employee would endanger the health of others, or
- g) Must be absent from duty for purposes relating to his or her adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed. This includes periods during which the adoptive parent is home to care for the newly adopted child, as required by the adoption agency or by the court.
- h) To participate in drug or alcohol counseling programs

#### **Section 25.3.3 Scheduling**

Employees should schedule non-emergency medical, dental, optical, psychological, or alcohol/drug counseling appointments as soon in advance as practicable and should request sick leave in advance for such appointments.

#### **Section 25.3.4 Notification during Unplanned Sick Leave**

An employee who is prevented from reporting to his/her scheduled tour of duty because of an incapacitating illness shall contact his/her immediate supervisor or an appropriate official designated by the supervisor, by telephone or other means, as soon as possible but no later than two (2) hours after the beginning of the employee's normal work shift. If the employee is unable to call the supervisor due to unusual circumstances, he/she is responsible for making every reasonable effort to insure the immediate supervisor is notified.

#### **Section 25.3.5 Medical Evidence**

Employees will normally not be required to furnish medically acceptable evidence to substantiate a request for approval of sick leave for three (3) consecutive workdays or less. If the sick leave exceeds three (3) consecutive workdays employees will be required to furnish medically acceptable evidence unless the supervisor specifically waives this requirement.

#### **Section 25.3.6 Sick Leave Abuse**

##### **Section 25.3.6.1**

Where the Agency has reasonable grounds to believe that an employee is abusing the use of sick leave (for example, when sick leave is used frequently or in unusual patterns or circumstances), the Agency may inquire further into the matter and ask the employee to explain. An employee may choose to provide medical information such as diagnosis and prognosis only to Agency representatives who are medically certified. Absent a reasonably acceptable explanation, the employee should be counseled that continued and frequent use of sick leave, or use in unusual patterns or circumstances, may result in a

written requirement to furnish acceptable documentation for each subsequent absence due to illness or incapacitation for duty, regardless of duration.

#### Section 25.3.6.2

If reasonable grounds continue to exist for questioning an employee's use of sick leave, the employee may be placed on leave restriction. The notification will be in writing and inform the employee that no request for sick leave, or other leave in lieu of sick leave, will be approved for a stated period (not to exceed six (6) months) unless supported by a doctor's certificate. Any such written notice will describe the frequency, patterns or circumstances which led to its issuance, and will specify the termination date of the letter. At the end of the stated period, the Agency will review the employee's situation and will notify the employee in writing if the leave restriction is no longer in effect. Restrictions may be renewed if there are reasonable grounds to believe that the abuse is continuing.

#### Section 25.3.7 Advanced Sick Leave

##### Section 25.3.7.1

Employees who are incapacitated for the performance of duties because of serious disability or ailment may request advance sick leave not to exceed thirty (30) calendar days. A maximum of thirty (30) days of sick leave may be advanced to an employee with a medical emergency related to the adoption of a child, for family care or bereavement purposes, or to care for a family member with a serious health condition.

##### Section 25.3.7.2

Requests for advanced sick leave will normally be granted in accordance with governing regulations when all of the following conditions are met:

- a) The employee is eligible to earn sick leave;
- b) The employee's request does not exceed 240 hours, or for temporary employees only the amount to be earned during the period of temporary employment if appropriate;
- c) There is no reason to believe the employee will not return to work after having used the leave, and the employee has sufficient funds in his or her retirement account or any other source of monies owed to the employee by the government to reimburse the Agency for the advance, should the employee not return to work;
- d) The employee has provided acceptable medical documentation of the need for advanced sick leave; and
- e) The employee is not subject to leave restriction.

#### Section 25.3.8 Leave for Family Purposes

##### Section 25.3.8.1 Family and Medical Leave Act (FMLA)

Employees are entitled up to a total of twelve (12) administrative workweeks of unpaid Family Medical Leave during any twelve (12) month period for:

- a) the birth of a son or daughter and care of the newborn;
- b) the placement of a son or daughter with the employee for adoption or foster care;
- c) the care of a spouse, son or daughter or parent with a serious health condition; or
- d) A serious health condition of the employee that makes the employee unable to perform the duties of his or her position. See AFI36-815 for more information.

#### **Section 25.3.8.2 Parental Leave**

Pregnant employees are entitled to use sick leave for prenatal and postnatal medical appointments and any periods of incapacitation as a result of pregnancy and childbirth. A biological mother or father cannot use 12 weeks of sick leave to care for a healthy newborn, but only for one with a serious health condition. A parent may use other paid leave or leave without pay (LWOP) to care for a healthy newborn.

### **Section 25.4 Other Leave**

#### **Section 25.4.1 Leave without Pay (LWOP)**

##### **Section 25.4.1.1**

LWOP is a temporary non-pay status and an authorized absence from duty, granted upon the employee's request and IAWAFI36-815. 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 did not request and obtain approval of leave. LWOP may be requested in the same manner and for the same purposes as annual leave, sick leave and for employees who have applied for a disability retirement when a removal action is involved. Requests for LWOP will be given serious consideration and will not be denied arbitrarily. Denials of requests for LWOP will be provided to the employee in writing upon request.

##### **Section 25.4.1.2**

Approval of LWOP is mandatory for:

- a) Military training or active duty for members of the Reserves or National Guard, who are not entitled to, or have exhausted their military leave (38 USC 4316(d)). All periods of LWOP for this purpose must be documented in personnel and pay systems as LWOP-US. Contact the civilian personnel office for details.
- b) Medical treatment for disabled veterans;
- c) Employees exercising LWOP rights under the Family and Medical Leave Act; and

- d) For protecting an employee's status and benefits pending action by the Office of Worker's 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 OWCP.

#### Section 25.4.2. Leave for Bone Marrow and Organ Donation

An employee is entitled to use 7 days of paid leave each calendar year (in addition to annual or sick leave) to serve as a bone-marrow or stem cell donor. An employee may use up to 30 days of paid leave as an organ donor. Bone-marrow or organ donor leave may be used, but is not limited to, such situations as blood testing, tissue testing, counseling, physical examinations, travel time, surgery, and recuperation. Employees who are screened, but not accepted as donors, are entitled to bone-marrow, stem cell, or organ donor leave for their absences in conjunction with their attempt to be donors. Medical procedures and recuperation depend on the circumstance of each case. Record this type of leave on the time and attendance documentation under administrative or other leave category. (See 5 U.S.C. 6327.)

#### Section 25.4.3 Religious Observances

There are no official observances of religious holidays. Insofar as practicable, allow employees wishing to observe religious holidays time off for that purpose and charge the absence to annual leave, previously-earned compensatory time off, or leave without pay. If circumstances permit, work schedules may be rearranged to provide substituted work time. An employee may also request to perform compensatory overtime work for the purpose of compensatory time off, in lieu of annual leave when the employee's personal religious beliefs require absence from work during certain periods of the workday and/or workweek. An employee may work compensatory time before or after the grant of compensatory time off. The advanced compensatory time off should be repaid within a reasonable time. An unliquidated advance religious compensatory balance is collected at the time of separation, except death, from compensatory balances, if available, or annual leave, or both.

#### Section 25.4.4 Excused Absences (Administrative Leave)

Administrative leave is an approved absence from duty without loss of pay and without charge to leave. Administrative leave is treated as time worked for all purposes except that the employee is excused from his/her regular assigned duties. Workload permitting, administrative leave may be granted to an employee in accordance with the following sections.

#### Section 25.4.5 Brief Absences or Tardiness

Unavoidable absences, brief periods of early dismissal, and brief periods of tardiness of less than 1 hour may be excused by the supervisor or he/she may provide the employee opportunity to request approved leave, earned credit hours, or previously-earned compensatory time off.

#### Section 25.4.6 Blood Donations

The Air Force encourages its employees to volunteer as blood donors without compensation. An employee should be excused from work without charge to leave for the time necessary to donate blood or blood products, such as platelets or plasma, for recuperation following blood donation, and for necessary travel to and from the donation site. The maximum excusable time should not exceed 4 hours, except in unusual cases. When the employee must travel a long distance or when unusual need for recuperation occurs, up to an additional 4 hours may be authorized. This does not cover an employee

who gives blood for the employee's own use or receives compensation for giving blood. Employees who volunteer but are rejected as donors for that visit must return to duty or elect paid leave.

#### **Section 25.4.7 Leave for Union Representatives on Internal Union Business**

An employee who is a steward or other Union official will be granted a form of paid leave or leave without pay ("LWOP") to attend internal Union functions which are not covered by Official Time as set forth in Article 10. Normally, an advanced notice of one (1) work day will be required and will be approved subject to workload considerations.

#### **Section 25.4.8 Court Leave**

Court leave is leave of absence from duty without loss of pay or charge to annual leave to perform jury duty in a federal, state, or municipal court or to serve as a witness for the United States, the District of Columbia, or state or local government. This includes absence during periods of regularly scheduled overtime as well as absence during the employee's regularly scheduled basic workweek. For the purpose of granting court leave, a military court is considered the same as a federal court.

##### **Section 25.4.8.1**

Employees who are normally assigned to evening shift, night shift or other work schedules and are required to appear in court, whether on jury duty or as a witness during the day may be granted an adjustment in their regular schedule in order to coincide with the court day(s), at their request. In the alternative, the employee may request court leave for the employee's regularly scheduled tour of duty, to allow for sufficient rest to perform their court duties. In such cases, the employee will not suffer any loss of pay and will continue to be entitled to night differential or other regularly scheduled premium payments in accordance with applicable payroll policies.

##### **Section 25.4.8.2 Return to Duty upon Release by the Court**

An employee properly summoned by a state or federal court to serve on a jury is under the jurisdiction and control of the court for the term of the jury service. However, an employee is expected to return to duty during periods when the employee is excused from jury duty unless this would be impractical. An employee excused or discharged by the court either for an indefinite period in excess of 1 day or a substantial portion thereof, is not entitled to court leave, but must report to duty. As a general rule, if there are 4 or more hours remaining in the employee's workday, exclusive of reasonable travel time, the employee should report for duty. If the employee fails to report for duty as directed, annual leave, previously-earned compensatory time off, LWOP, or absence without leave is charged for the excess time involved.

##### **Section 25.4.8.3 Witness and Jury Fees and Expenses**

An employee is entitled to receive and retain expenses paid for services rendered and reimbursement for travel expenses. When a state or local court characterizes jury and witness fees as expenses, there is no requirement for the employee to turn in such fees to the agency. The employee cannot retain fees received in most circumstances. The certificate of attendance should separately identify fees and expenses/allowances. Fees received by the employee are collected while the expenses are not. If the certificate of attendance does not identify expenses separately, all monies are considered fees and shall be collected. The employee must submit fees received for jury or witness services by money order or personal check to the servicing DFAS office. The employee may keep reimbursements for expenses received from the court, authority, or party that caused the employee to be summoned and may keep fees

that exceed the employee's compensation for the days of service. An employee serving on a jury in a state or local court who waives or refuses to accept fees is still liable to the U.S. Government for the fees he or she would have received. Fees not submitted in a timely manner are subject to payroll deduction. Payroll deductions to collect the fees will be made in the next regular pay period. If fees are erroneously paid to an employee by the court, the fees paid cannot be retained by the employee and must be turned in to the employing activity. When a holiday occurs during the time an employee is on jury duty or witness service, the employee can keep the jury duty or witness service fee for the holiday. If an employee is called to jury duty on a non-workday, or during a non-pay status, the employee may keep the fees paid. Appendix 1 is a guide to be used in connection with court and court-related services.

#### **Section 25.4.9 Workplace Closings**

Whenever it becomes necessary to close a workplace because of inclement weather or any other emergency situation, employees may be granted administrative leave for the duration of the closure. Such situations include but are not limited to such events as heavy snow or severe icing conditions, floods, earthquakes, hurricanes or other natural disasters, severe pollution, massive power failure, terrorist attacks, major fires or serious interruptions to public transportation caused by incidents such as strikes of local transit employees or mass demonstrations.

##### **Section 25.4.9.1**

If the emergency conditions described above prevent an employee from timely arrival at work, even though the workplace is not closed, the employee may be granted administrative leave for absence from work for a part or all of the employee's workday. Employees are obligated to contact their supervisors as early as practicable to explain the circumstances and provide an estimated time of arrival at work. In addition, the Agency may request documentation that the employee made reasonable efforts to reach work, but was prevented from timely arrival by emergency conditions.

##### **Section 25.4.9.2**

If the President, the Office of Personnel Management, or other appropriate authority declares a natural disaster area, employees who are faced with a personal emergency caused by that natural disaster will be eligible for a reasonable amount of administrative leave, based on the facts and circumstances of the personal emergency. An employee requesting administrative leave under this Section may be required to provide an explanation and/or documentation in support of his or her claim.

##### **Section 25.4.9.3 Early Dismissal**

When employees at the work site are granted early dismissal by the Agency, those employees who are on annual or sick leave will not be entitled to convert the leave to administrative leave equal to the time other employees were released on administrative leave.

##### **Section 25.4.9.4**

The Agency will make every reasonable effort to notify employees in advance, of any early dismissals or delays.

#### **Section 25.4.10 Voting and Voter Registration**

An employee will not be denied the opportunity to vote. As a general rule, when the voting polls are not open at least three (3) hours either before or after an employee's regular hours of work, employees may be granted an amount of excused leave to vote or register to vote which will permit the employee to

report to work three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever requires the lesser amount of time off.

#### Section 25.4.11 Military Leave

As provided in 5 U.S.C. 6323(a), eligible employees may earn fifteen (15) calendar days of military leave per fiscal year for active duty, active duty training, and inactive duty training. An employee can carry over a maximum of fifteen (15) days into the next fiscal year.

#### Section 25.4.12 Other Circumstances

The Parties agree that the reasons for granting administrative leave in this agreement are not all inclusive and that there may be other situations supporting a request for the granting of such leave as stated in AFI 36-815 Absence and Leave.

### **Section 25.5 Absence without Leave (AWOL)**

When the Agency determines that it will charge an employee AWOL, it will notify the employee in writing of the intention to do so. The notification will be issued to the employee as soon as possible. Such notice will include the reason for charging AWOL and include the date and time period in question. The notice will be delivered to the employee in person if the employee is present in the workplace. If the employee is not present and/or is not expected to be present within a reasonable period of time, the notice will be mailed to the employee's last known address. AWOL will be changed to appropriate leave if it is later determined that the absence was excusable.

### **Section 25.6 Definitions**

1. Accrued Leave- Leave earned by an employee during the current leave year that is unused at any given time in that leave year.
2. Accumulated leave- Unused leave remaining to the credit of an employee at the beginning of a leave year.
3. Family member- The following relatives of the employee: 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. The definition of a family member under the FMLA is more restrictive. Under FMLA, the definition of a family member is spouse, son, daughter, or parent. For more information on FMLA, see AFI 36-815, Chapter 10.
4. Leave year- The period beginning with the first day of the first complete pay period in a calendar year and ending with the day immediately before the first day of the first complete pay period in the following calendar year.
5. Medical certificate- A written statement signed by a registered practicing physician or other practitioner certifying to the incapacitation, examination, or treatment, or to the period of disability while the patient was receiving professional treatment.

**Appendix 1****COURT LEAVE**

| TYPE                                      | COURT<br>LEAVE | FEES | EXPENSES | LEGAL REFERENCE AND/OR<br>EXCEPTIONS   |
|---|----------------|------|----------|--|
| Jury Duty                                 | Yes            | No   | Yes      | 5 USC 6322, 5537 and 5515  |
| a. Federal,<br>State, Local<br>Government | Yes            | No   | Yes      | 5 USC 6322, 5537 and 5525  |
| b. Self or<br>Private<br>Party            |                |      |          | Court leave is also authorized when<br>the employee is called to testify or<br>produce records in an official<br>capacity.   |
| Witness<br>Service                        | No             | Yes  | Yes      | 5 USC 6322, 5537 and 5515<br><br>Fees may be retained only when the<br>judicial proceeding does not include<br>the Federal, State or local government<br>as a party and the employee is not on<br>court leave. |
| Official<br>Duty                          | No             | No   | Yes      | 5 USC 6322, 5537 and 5525  |

Note: The employee must furnish the supervisor with a copy of the

summons/order.

If an employee is on annual leave when called for jury service, court leave should be substituted for the annual leave.

## **Article 26**

### **Overtime**

#### **Section 26.1 General**

##### **Section 26.1.1**

Overtime for “non-exempt” employees is governed by the Fair Labor Standards Act (FLSA) and this Agreement. Overtime for “exempt” employees is governed by 5 USC 5542 (Title 5 Overtime) and this Agreement.

##### **Section 26.1.2**

The Agency has the responsibility for determining overtime needs. All overtime and compensatory time must be approved in advance by the appropriate official. Such overtime will be determined and performed in accordance with the limitations and allowances prescribed in this Article. When overtime work is directed, personnel will be compensated for overtime hours worked in accordance with the provisions of the FLSA, 5 U.S.C.5542, and other applicable statutes, and government-wide regulations, and provisions of this Agreement.

##### **Section 26.1.3**

Overtime will not be distributed, or withheld as a reward or penalty.

#### **Section 26.2 Types of Overtime**

##### **Section 26.2.1 Scheduled Overtime**

Any overtime work scheduled in advance of the administrative workweek as part of an employee's regularly scheduled workweek is considered regular overtime. An employee shall be compensated for every minute of regular overtime work in accordance with the provisions of OPM regulations.

1. Any employee covered under a flexible work schedule program established under Article 14 Hours of Work may request compensatory time off in lieu of overtime premium pay for regular overtime work.
2. Additional provisions for earning and receiving compensatory time are found in Section 26.6 of this Agreement.

##### **Section 26.2.2 Unscheduled Overtime**

Overtime work that was not scheduled in advance of the administrative workweek and made a part of an employee's regularly scheduled workweek is considered irregular or occasional overtime. Irregular or occasional overtime work is paid in the same manner as regular overtime work, except that, at the employee's option, the employee may receive compensatory time off in lieu of overtime premium pay in accordance with Section 26.6 of this Agreement.

## **Section 26.3 Distribution**

### **Section 26.3.1**

Employees within an organizational unit will be offered overtime on a rotating basis in accordance with their particular skills. This will not necessarily result in everyone having the same number of overtime hours worked. In the absence of sufficient qualified volunteers for overtime work, the Agency has the right to direct overtime. Individual employees will not be forced to work overtime against their expressed desires as long as full requirements can reasonably be met by other qualified employees willing to work.

### **Section 26.3.2**

Overtime rosters will be established at the level of the immediate supervisor, prior to overtime being worked. All employees performing the same or similar duties on a regular basis are to be included on the same overtime roster, and are to be listed in order of their service computation date (SCD-Leave). The overtime rosters will be made available to the employees on the roster.

1. One roster for each job category will be maintained and labeled "voluntary overtime" and another for each job category will be maintained and labeled "mandatory overtime."
2. Once an employee works an overtime assignment after being chosen from the roster, that employee's name will be placed at the bottom of the roster. Employees, who have declined an offer of overtime work, will be moved to the bottom of the list. Employees, who are on leave, detailed from or otherwise unavailable for an overtime assignment, will remain in the same place on the roster, pending their return to duty.
3. Supervisors may skip someone on the roster when it is determined that the particular employee does not possess all the qualifications to perform the particular overtime assignment. In such cases, the employee retains his or her position on the roster for the next assignment.

## **Section 26.4 Records**

An overtime roster or record, not to exceed one year, shall be maintained by the Supervisor and can be reviewed by the Union. The rotational system, records of overtime worked and refused, and overtime roster or records no not apply to one-of-a-kind-positions. The timecards will be used to provide a record of overtime for one-of-a-kind positions. The Union may consult with the supervisor concerning the assignment of overtime in an effort to keep the overtime work equitable among all employees as fair as possible

## **Section 26.5 Notice**

In the offer or assignment of overtime on days outside of the basic workweek, the Agency will notify the affected employee as early as practicable, except in cases of unforeseen mission requirements. When overtime is to be performed on a holiday, normally at least one day of advance notice will be given to the employee affected, except in cases of unforeseen mission requirements.

## **Section 26.6 Compensatory Time in Lieu of Overtime Pay**

### **Section 26.6.1**

Compensatory time is time off from work that may be granted to an employee in lieu of payment for irregular and occasional overtime. Compensatory time earned is equal to the amount of time spent in overtime work, e.g., one (1) hour and fifteen (15) minutes of overtime work yields one (1) hour and fifteen (15) minutes of compensatory time. The following pertain to such compensation for overtime work:

1. FLSA Non-Exempt Employees: The Agency will normally provide overtime pay for all overtime work performed by nonexempt employees. After considering mission requirements, the Agency may grant compensatory time off for overtime work performed, but non-exempt employees may not be required to accept compensatory time off in lieu of payment for overtime work performed.
2. FLSA Exempt Employees
  - a. Employees whose rate of pay does not exceed the maximum rate for GS-10 (i.e. Step 10) may request to receive compensatory time off in lieu of overtime pay for irregular or occasional overtime. Such requests will normally be granted, subject to mission requirements. If the employee does not make such a request, or if the Agency does not approve that request, the employee is entitled to compensation in accordance with Section 26.3.2 above.
  - b. The Agency may require that employees whose rate of pay exceeds the maximum rate for GS-10 (i.e. Step 10) be compensated for irregular or occasional overtime with compensatory time in lieu of overtime pay.

### **Section 26.6.2**

Compensatory time earned normally will be used within six (6) pay periods. All compensatory time not scheduled and used by the employee within one year will be converted to overtime pay, computed using the employee's rate of pay as of the when the overtime pay was earned.

### **Section 26.6.3 Compensatory Time for Travel**

The Agency shall credit an employee, on an hour-for-hour basis, with compensatory time off for time in a travel status if:

1. The employee is required to travel away from the official worksite; and
2. The travel time is not otherwise compensable hours of work.

### **Section 26.6.4**

1. Employees must file requests for credit of compensatory time off for travel within one pay period after returning from the temporary duty station or approved leave which immediately follows the temporary duty during which the compensatory time off for travel was earned.

2. An employee must use accrued compensatory time off for travel by the end of the 26th pay period after the pay period during which it was credited. If an employee fails to use the compensatory time off within twenty-six (26) pay periods after it was credited, he or she will forfeit such compensatory time off.

## **Article 27**

### **Position Classification**

#### **Section 27.1 General**

##### **Section 27.1.1**

Affected employees and the Union will be provided timely notice of personnel management evaluations conducted by either the Agency or OPM that will involve classification audits of bargaining unit employees.

##### **Section 27.1.2**

While classification audits are in process, the Agency will not reassign duties if the purpose of the reassignment is to avoid reclassification of the position.

##### **Section 27.1.3**

The Agency will notify the Union in writing as soon as possible when substantive changes will be made in the duties and responsibilities of positions held by bargaining unit employees due to reorganization, or when changes in position classification standards result in classification changes, or for any other reason that changes will be made in position classification standards that could result in classification changes.

##### **Section 27.1.4**

The Agency will apply newly issued OPM classification and job grading standards within a reasonable period of time. The Union will be provided with copies of new standards. Current standards will be provided upon request.

##### **Section 27.1.5**

Upon request, the Agency will provide the Union with copies of all Agency guidance provided to OPM in connection with any classification standards.

#### **Section 27.2 Position Descriptions**

##### **Section 27.2.1**

All employees are entitled to a complete and accurate position description, which clearly and concisely states the major and grade controlling duties, responsibilities, and supervisory relationships of the position. This will be provided to the employee at the time of assignment and upon request.

##### **Section 27.2.2**

Each position covered by this Agreement must be current and accurately described, in writing, and classified to the proper occupational title, series, code, and grade in accordance with OPM and Agency regulations.

##### **Section 27.2.3**

Current position descriptions for bargaining unit positions will be provided to the Union, upon request and with written justification.

#### **Section 27.2.4**

The Union will be provided the opportunity to review proposed changes in position descriptions and copies of updated and new position descriptions and make recommendations and present evidence concerning the adequacy and equity of position descriptions. The Union will be given one (1) week to review the proposal and offer comments.

#### **Section 27.2.5**

Whenever an existing position description is amended or new descriptions for employees are developed, the Agency will provide copies of the amended or new descriptions to the Union and affected employees at least one (1) week in advance of the proposed implementation.

#### **Section 27.2.6**

If an employee has a question concerning his/her classification or position description, he/she is entitled to discuss his/her position description with his/her supervisor. If the employee wishes to pursue the matter further, he/she may request a desk audit as provided for in Section 3 of this Article, file a grievance as appropriate, or file a classification appeal in accordance with Section 6 of this Article and 5 CFR Part 511, Subpart F. Prior discussion with an Agency official is required before an employee either requests a desk audit or files a grievance or classification appeal.

### **Section 27.3 Desk Audits**

#### **Section 27.3.1**

Desk audits may occur by request of an employee or the Union or at the discretion of the Agency. Employees may request a desk audit by notifying their supervisor. Upon such notification, the Agency will either acknowledge receipt of the request within ten (10) calendar days or provide an estimate of the additional time needed to reply.

#### **Section 27.3.2**

Employees, who are the subject of a desk audit and the Union, will be provided timely notice by the Agency prior to the desk audit. Notices will identify the employee's, position, the reason the audit is being conducted, and propose a time for the audit.

#### **Section 27.3.3**

During an audit, the employee and Union representative may discuss the audit with the employee's supervisor and other involved Agency officials (e.g., Human Resources staff). Upon completion of the audit, the Agency shall designate an official to discuss the findings with the employee and the representative.

#### **Section 27.3.4**

As appropriate, desk audits will be performed at the employee's workstation.

### **Section 27.4 Downgrades**

#### **Section 27.4.1**

An employee whose position is reclassified to a lower grade which is based in whole or in part on a classification decision is entitled to a prompt written notice from the Agency. This notice will be issued to affected employees within ten (10) calendar days of the decision. This includes employees who are eligible for retained grade or pay. The notice will explain:

1. The reasons for the reclassification action;
2. The employee's right to appeal the classification decision to the Agency (if the Agency has an established appeals system and it has the authority to review the classification decision), or to OPM as provided by regulations, if such appeal has not already been made;
3. The time limits within which the employee's appeal must be filed in order to preserve any retroactive benefits under 5 CFR 511.703; and
4. Any other appeal or grievance rights available under applicable law, rule, regulation, or this Agreement.

#### **Section 27.4.2**

For a downgraded position, the employee's pay and grade will be maintained in accordance with law and regulations.

#### **Section 27.4.3**

Employees who have been downgraded as a result of a classification action while serving under a career or career-conditional appointment (or one of equivalent tenure) shall be entitled to priority referral for noncompetitive consideration for permanent promotion prior to a vacancy being filled by competitive promotion under Article 21, Merit Promotion. Such employees shall be entitled to priority referral and consideration only to vacancies for which the downgraded employee is highly qualified up to the grade level or the equivalent level of the position from which downgraded.

#### **Section 27.4.4**

The impact of any notice of downgrading will be negotiated with the Union prior to implementation, in accordance with Article 23, Mid-Term Negotiations.

### **Section 27.5 Classification Appeals**

#### **Section 27.5.1**

Employees may appeal classification decisions that result in a reduction in their grade through the administrative process provided for under 5 CFR 511.101 et seq. Other classification disputes concerning the establishment or change the title, series, grade, or pay system of a position will be processed under 5 CFR Part 511, Subpart F.

#### **Section 27.5.2**

Employees or their designated representative may file an appeal with OPM to challenge either the appropriateness of the occupational series or grade of the employee's position or the inclusion under or exclusion of their position from chapter 51 of Title 5 U.S.C. by either the Agency or OPM.

### **Section 27.5.3**

Classification appeals will be processed in accordance with 5 CFR Part 511, Subpart F, for General Schedule employees; 5 CFR Part 532, Subpart G, for Federal Wage System employees; applicable Agency rules; and the provisions of this Agreement, as appropriate. The Agency will provide employees and their designated representatives with copies of procedures for filing classification appeals through the Agency and OPM channels upon request. Employees who do not wish Union representation will be informed by the Agency of employees' grievance or appeal rights, as appropriate.

## **Article 28**

### **Drug Testing**

#### **Section 28.1**

The Agency agrees that the establishment and administration of its drug abuse testing program will be done in strict compliance with the U.S. Constitution and all applicable laws, rules and regulations. This does not conflict with management's right to determine its internal security.

#### **Section 28.2**

The parties agree that the testing referred to by the term "drug test" usually means urinalysis. The Agency agrees that it is not referring to blood analysis at this time. The drug testing program tests for cannabis (marijuana), cocaine, opiates, amphetamines, phencyclidine (PCP) and, in the case of reasonable suspicion, accident or unsafe practice testing, any drug listed in schedule I and II of the Controlled Substance Act (CSA).

#### **Section 28.3**

Employees subject to drug testing will be selected IAW applicable laws, rules and regulations. Types of drug testing include: random, reasonable suspicion, accident or safety mishap, voluntary, follow-up, and applicant testing for new applicants and current employees tentatively selected for placement into a testing designated position (TDP). Selection of employees for random testing will be done by Air Force supplied computer program.

#### **Section 28.4**

The Agency agrees that designation of TDP will be done in accordance with applicable laws, rules and regulations. TDPs are position within the Air Force which has been designated for random testing. All employees in TDPs will be subject to drug testing.

#### **Section 28.5**

The parties agree that the methods and procedures used for drug testing are in accordance with procedures outlined in Collection Procedures for the Air Force Civilian Drug Testing Program (AFCCDTP) as issued by the Air Force Surgeon General and the Director of Civilian Personnel in effect at time of testing.

#### **Section 28.6**

In accordance with applicable laws, rules and regulations, all samples will be subject to a strict chain of custody.

#### **Section 28.7**

Within the requirements of law and regulation, strict confidentiality will be provided to the employee when the test result is verified. All test results may only be disclosed to the individuals authorized by applicable law, rule or regulation.

#### **Section 28.8**

Employees subject to drug testing shall, upon written request, have access to any records relating

to his or her drug test and any records relating to the result of any relevant certification, review or revocation of certification proceedings.

### **Section 28.9**

Following a verified positive test result, the Agency agrees to refer the employee to Employee Assistance Program (EAP) and to inform the employee of the consequences for refusing to obtain counseling or rehabilitation in writing.

### **Section 28.10**

Employees referred through administrative channels that undergo counseling or rehabilitation program for illegal drug use through EAP will be subject to unannounced testing following completion of such a program for a period of one year. Such employees will be tested at a frequency determined by the program coordinator or as stipulated in the abeyance contract or last chance agreement.

### **Section 28.11**

A fundamental purpose of the Civilian Drug Testing Plan is to assist employees who themselves are seeking treatment for drug use. For this reason, Agency will not take disciplinary action against any employee who self-identifies during the sixty (60) and thirty (30) day notice period IAW the negotiated Drug Testing Plan.

## **Article 29**

### **Contracting Out/Privatization**

#### **Section 29.1 General**

##### **Section 29.1.1**

The provisions of this Article concern any contracting out of work currently or last performed by Federal employees, whether or not there is a direct or negative effect on current bargaining unit employees or whether or not that adversely impacts bargaining unit employees. This Article applies to contracting out actions and/or reviews regardless of the authority under which the action or review was initiated. This includes, but is not limited to, contracting out reviews conducted under OMB Circular A-76 procedures, personal services contracts, and work that is directly converted to contractor performance without a public-private competition. "Worked" includes work that the Agency characterizes as "new" work, and expansion of work currently or last performed by Federal employees or a temporary or long-term search into work currently or last performed by Federal employees.

##### **Section 29.1.2**

The Agency shall comply with the provisions of its own and other applicable rules and regulations in all aspects of the contracting out process that are not excluded from collective bargaining under 5 U.S.C. 7106(a) or 7117.

##### **Section 29.1.3**

The Union and potentially affected employees must be notified in writing by the Agency at the start of the Agency's review of any work currently or last performed by Federal employees for contracting out. If the Agency is using the OMB Circular A-76 process, the start of the Agency's review means the beginning of the preliminary planning process. This provision applies regardless of the authority, or lack thereof, under which the contracting out is being considered. In addition, the Agency will allow the Union to designate at least one representative to participate fully on the preliminary planning team.

##### **Section 29.1.4**

The Agency shall provide the Union with copies of all notifications sent to Congress regarding contracting out activities and/or studies upon request.

##### **Section 29.1.5**

Copies of additions, changes, deletions, and supplements to OMB Circular A-76; Agency-level procurement regulations and policies; Agency-level regulations and policies concerning the implementation of OMB Circular A-76; and Federal statutory procurement provisions applicable to the Agency will be forwarded to the Union as soon as they are made known to the Agency.

##### **Section 29.1.6**

The Agency shall provide the Union and affected employees with monthly briefings during preliminary planning, the duration of the competition, and the post-competition transition phase. Such briefings will include but not be limited to:

1. Update on actions taken during the previous week;

2. Action scheduled to take place during the following week;
3. Tentative schedule for the entire A-76 review and/or other process;
4. Identification of the employees' and Union's role in each action;
5. Provision of all relevant documents, including any communication sent out to the group of prospective and/or real bidders.
6. Electronic access to all documents made available to prospective and/or real bidders.

#### **Section 29.1.7**

The Agency will request Voluntary Early Retirement Authority (VERA) and Voluntary Separation Incentive Program (VSIP) authority from the Office of Personnel Management as soon as a decision is made to contract out or privatize any work. If authorized by the Office of Personnel Management, the Agency will offer VERA/VSIP to the affected employees.

### **Section 29.2 Agency Inventories**

#### **Section 29.2.1**

The Agency shall provide to the Union an electronic copy of the FAIR Act Inventory, including the list of inherently governmental functions required by A-76, in an editable spreadsheet format on the same day that the FAIR Act Inventory is made available to the public.

#### **Section 29.2.2**

On the same day that this information is made available to the public, the Agency shall provide to the Union an electronic copy of the full written justifications for:

1. All functions listed on the FAIR Act Inventory, including the list of inherently governmental functions required by A-76, as Commercial with a Reason Code of A, E, or F; and
2. All functions listed on the inventory as Inherently Governmental.

#### **Section 29.2.3**

The Agency shall provide to the Union a crosswalk of all positions held by employees of the Agency to the functional listings on the FAIR Act Inventory, including the list of inherently governmental functions required by OMB Circular A-76, no later than the same day that the FAIR Act Inventory is made available to the public.

#### **Section 29.2.4**

At the same time as the Agency's inventory is made public, the Agency shall notify the Union and all affected employees in writing of their right to challenge Agency inventory decisions in accordance with applicable law, rules and regulations. Such notifications will:

1. Explain the challenge timeframe;
2. Include the designation of the appropriate inventory challenge authority;
3. Explain the parameters of inventory challenges;
4. Designate the address to which challenges are to be delivered;
5. Indicate the acceptable methods of delivering challenges;
6. Specify all required activity information;

#### **Section 29.2.5**

The decision on an inventory challenge will be provided to the Union and all employee challengers in writing and will:

1. Explain the appeal timeframe;
2. Include the designation of the appropriate inventory appeals authority;
3. Explain the parameters of inventory appeals;
4. Designate the address to which appeals are to be delivered;
5. Indicate the acceptable methods of delivering appeals;
6. Specify all required activity information; and

### **Section 29.3 Preliminary Planning**

#### **Section 29.3.1**

Within sixty (60) calendar days of when the Agency decides to consider any Agency function for potential study under OMB Circular A-76, the Agency will notify the Union and all potentially affected employees in writing of such decision. The Agency shall meet and confer with the Union regarding any proposed study of a function to be considered for contracting out that effects were currently or last performed by employees within the bargaining unit before the beginning of preliminary planning under OMB Circular A-76.

#### **Section 29.3.2**

At the beginning of the preliminary planning process, the Agency shall provide the Union a list of all potentially affected bargaining unit employees with the following information about each: job title, grade, step, work unit, work location, supervisor, length of Federal service, length of Agency service, veteran status, disability status, gender, race, and age. In the case of a contracting out action and/or review outside the A-76 process, the Agency shall provide the above information at the beginning of the review for contracting out. The information shall be provided for every employee performing a function related to the work reviewed for contracting out.

### **Section 29.3.3**

The Agency will provide the Union, in a timely manner, copies and drafts of pertinent information concerning all cost studies, specifically to include: the invitation for bid (IFB), request for quotation (RFQ), or request for proposal (RFP); abstract of bids; correspondence from higher authority directing the cost study; correspondence from Department of Labor regarding certification of a wage rate; the performance work statement; documents setting forth the estimated dates for the contracting out process; all changes to the performance work statement; all bidder questions and activity answers related to the performance work statement.

### **Section 29.3.4**

The Union and affected employees may submit comments to the Agency on any information provided by the Agency. The Agency will provide written responses to Union and employee comments before formal public announcement of the OMB Circular A-76 competition is made.

## **Section 29.4 Competition Start Dates**

### **Section 29.4.1**

The Agency will provide the Union and all affected employees written notification of formal announcements of the start date of each OMB Circular A-76 competition no later than thirty (30) days prior to the public announcement date. The notification will include all information contained in the formal public announcement.

### **Section 29.4.2**

By no later than the formal public announcement date of each OMB Circular A-76 competition, the Agency shall provide the Union the final list of affected bargaining unit employees with the following information about each: job title, grade, step, work unit, work location, supervisor, length of federal service, length of Agency service, veteran status, and disability status.

### **Section 29.4.3**

Upon each formal public announcement of an OMB Circular A-76 competition, the Agency shall suspend hiring for all positions for which affected employees may be qualified. When making decisions on the assignment to training, pursuant to Article 23, Training, the Agency shall give priority consideration to employees who would be affected by the OMB Circular A-76 competition.

### **Section 29.4.4**

The Union may appoint a representative to serve on every Performance Work Statement (PWS) and Most Effective Organization (MEO) team formed under OMB Circular A-76. The Agency will train employee PWS and MEO team participants concerning their duties and obligations under all laws, rules, and regulations. The Agency has determined that the assignment of the Union's representative will be treated as an assignment of work for the purposes of duty time to participate. Time spent participating on these teams will not be considered as official time as specified in Article 10, Representational Duties and Official Time, of this Agreement. The Union's representative assigned to these teams will sign the same non-disclosure agreement and be bound by the same obligations to protect confidential information regarding the contracting out process as all other members.

#### **Section 29.4.5**

The Agency shall provide the Union advance notification of and the opportunity to, fully participate in all meetings, electronic conferences, site visits, conferences, and/or debriefing sessions with actual or potential bidders related to OMB Circular A-76 competitions on official time.

#### **Section 29.4.6**

The Agency shall release to the Union the certified SCF, agency tender, and public reimbursable tenders by no later than the competition end date. The Agency will also provide the Union all other information developed by the Agency as part of the contracting out process, including that supplied by prospective contractors, that is not prohibited from disclosure by law.

### **Section 29.5 Competition End Dates**

#### **Section 29.5.1**

The Agency will provide the Union and all affected employees written notification of formal announcements of the end date of each OMB Circular A-76 competition simultaneously with the public announcement. The notification will include all information contained in the formal public announcement.

#### **Section 29.5.2**

The Agency shall conduct the debriefings required by OMB Circular A-76, Attachment B, Paragraph D6d with the Union and all affected employees by no later than the formal end date of each OMB Circular A-76 competition.

### **Section 29.6 Competition Cancellations**

#### **Section 29.6.1**

The Agency will provide the Union and all affected employees written notification of formal announcements of the cancellation date of each OMB Circular A-76 competition simultaneously with the public announcement. The notification will include all information contained in the formal public announcement.

#### **Section 29.6.2**

When competitions are cancelled, the Agency will provide, upon the Union's request, all documentation supporting the decision that may be legally released.

### **Section 29.7 Competition Contests**

#### **Section 29.7.1**

The Agency shall notify the Union and all affected employees in writing at the beginning of each preliminary planning process of their right to contest certain decisions involved in the contracting out process.

#### **Section 29.7.2**

The Agency shall provide the Union at the beginning of each preliminary planning process and affected employees upon request a copy of the applicable laws, rules, and regulations governing contracting out decision contests as provided for under OMB Circular A-76, Paragraph F and Federal Acquisition Regulations (FAR) Part 33.

#### **Section 29.7.3**

The Agency will inform the Union of all contests filed by interested parties other than the Union within 24 hours of all such filings.

#### **Section 29.7.4**

The Agency will hold the implementation of all decisions in abeyance until final decisions have been reached upon timely filed contests.

### **Section 29.8 Contract Out Decision/Reduction in Force**

#### **Section 29.8.1**

If a decision is made to contract out work, or if a decision results in an in-house win but includes a reduction in force, the Agency will comply with all provisions of Article 30, Reduction in Force.

#### **Section 29.8.2**

The Agency will include the contractor's obligation to grant to eligible employees the right of first refusal in all contracts executed with contractors.

#### **Section 29.8.3**

Refusing the right of first refusal, because of displacement due to contracting out, shall not deny a bargaining unit employee of any rights s/he might otherwise have under this Agreement or applicable Reduction-In-Force procedures, or any other personnel procedures.

### **Section 29.9 Direct Conversions**

If the Agency contracts with the private sector to perform any work currently or last performed by bargaining unit employees without holding a competition in compliance with OMB Circular A-76 due to;

1. statutory exemption,
2. prior written permission from OMB,
3. violation of Federal policy, or
4. any other reason, then the Agency shall notify the affected employees and the Union sixty (60) calendar days prior to any such contract being signed by the Agency.

If such a decision will result in adverse employee action or any change in employee working conditions, the Union will be allowed to submit alternatives to such adverse action or change in working conditions,

and the Agency must consider these alternatives and provide a written response to the Union regarding these alternatives within ten (10) calendar days.

## **Article 30**

### **Reduction in Force**

#### **Section 30.1 General**

A reduction in force (RIF) will comply with all government-wide regulations, DoD and Air Force Instructions in effect as of the effective date of the RIF and the provisions of this Agreement.

#### **Section 30.2 Avoidance of RIF**

##### **Section 30.2.1**

To the extent that is practicable and not prohibited by law, and without interfering with the accomplishment of the Agency's mission, the Agency will resort to a RIF only after all other means of managing with the cause for considering a RIF have been exhausted.

##### **Section 30.2.2**

To minimize the adverse impact on employees, the Agency shall, whenever possible, accomplish the goals otherwise achieved by a RIF through attrition and cost reduction efforts before abolishing positions.

#### **Section 30.3 Information to Be Provided to the Union**

##### **Section 30.3.1**

The Agency will notify the Union of any reduction in force as far in advance of notification to affected employees as is possible. The information to be provided to the Union will include:

1. The specific reasons why the Agency considers a RIF to be necessary;
2. The competitive area in which the RIF will be conducted;
3. The competitive levels to be initially affected;
4. The number and work location of employees involved;
5. The retention registers that were created for the RIF;
6. The proposed effective date; and
7. All actions considered, adopted, or rejected before deciding to conduct a RIF, and the reasons for the adoption or rejection.

##### **Section 30.3.2**

The Agency will also provide updated information to the Union concerning the RIF as soon as such information becomes available including, but not limited to, additional positions affected, the names of affected employees, revised dates, and listings of job offers made.

## **Section 30.4 Information Provided to Employees**

### **Section 30.4.1**

If early retirement or buy-out opportunities (VERA/VSIP) are offered to employees prior to the issuance of RIF notices, the Agency will provide a briefing(s) for employees affected. Eligibility requirements, and the application processes will be explained. The effects of a buyout or early retirement on severance pay, reemployment, and requirements for continued health insurance coverage will be presented. A representative of the Agency will take employee questions and attempt to provide immediate answers. If immediate answers cannot be provided, then answers to those questions will be distributed via e-mail to all employees who were invited to the briefing. In addition, the Agency will designate someone who will receive and respond to additional employee questions. A representative of the Union will be invited to attend these briefings, and will be given thirty (30) minutes at the conclusion of the briefing to speak with the employees without any management representative being present.

### **Section 30.4.2**

Within five (5) business days of when specific RIF notices are distributed, the Agency will provide a briefing(s) for the affected employees to explain the RIF process. The Agency will explain how RIF retention is determined, the scope of the particular reduction in force, employee placement opportunities, severance pay computations and services to employees who are designated for separation in the RIF. A representative of the Agency will take employee questions and attempt to provide immediate answers. If immediate answers cannot be provided, then answers to those questions will be distributed via e-mail to all employees who were invited to the briefing. In addition, the Agency will designate someone who will receive and respond to additional employee questions. A representative of the Union will be invited to attend these briefings, and will be given thirty (30) minutes at the conclusion of the briefing to speak with the employees without any management representative being present.

## **Section 30.5 Employee Personnel Records**

30 days in advance of an anticipated RIF, the Agency will notify employees of the need to review their personnel records and ensure that these records are complete and accurate. This notice will advise employees to ensure that their records are up to date concerning:

1. Veterans preference;
2. Three (3) most recent performance ratings of record received during the previous four (4) year period;
3. All periods of federal civilian and military service;
4. Completed training;
5. Current licenses and certifications;
6. Experience gained outside Federal service.
7. Resume's

## **Section 30.6 Use of Vacant Positions**

In order to minimize displacement actions that would result from a reduction in force, the Agency will be diligent in searching for vacancies and offering lateral assignments to vacant positions that the Agency otherwise intends to fill to employees who would otherwise be released from their competitive level.

## **Section 30.7 Services to Employees Released in a RIF**

### Section 30.7.1 Placement Offers

1. The Agency will be diligent in providing employees with all placement opportunities available under law and regulation.
2. Employees who receive job offers will have a reasonable amount of time to respond as to whether they will accept or decline the offer. The time will be not less than two (2) days.
3. Relocation of employees, occurring as a result of any action under the RIF, will be deemed in the best interest of the government and such employees will be provided with relocation time, reimbursement if the budget permits and all other benefits provided by law, rule, regulation and/or which are within the discretion of the Agency.
4. Employees reassigned to a different commuting area who relocate will be allowed up to ninety (90) calendar days as necessary, to complete the move and report to work containing activity. If the gaining activity is within the bargaining unit, the employee may be allowed additional time where circumstances relating to the move beyond the control of the employee required time off from work.
5. The Agency will notify employees of the services available under its Career Transition Assistance Plan (CTAP) and how to obtain them.

### Section 30.7.2 Employment outside the Agency

Those employees who cannot be placed within the Agency will receive aggressive assistance in finding employment outside the Agency, whether in another Federal agency, a State or local government, or the private sector. This assistance will include, but not be limited to:

- a. Resume writing;
- b. Access to any inter-agency job centers;
- c. Coaching in job search and interview techniques;
- d. Assistance in obtaining copies of performance evaluations;

## **Section 30.8 Transfer of Function**

#### **Section 30.8.1 Definition**

A Transfer of Function (TOF) means the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, except when the function involved is virtually identical to functions already being performed in the other competitive area(s) affected.

#### **Section 30.8.2**

When the Agency determines that a TOF is necessary, the Agency will inform the Union as far in advance as practicable, giving the reason for the action, the approximate number, types, and geographic location of the positions to be affected, and the approximate date of the action. At that time, the Union may initiate bargaining in accordance with Article 23, Mid Term Bargaining.

#### **Section 30.8.3**

Employees whose positions have been designated as transferring with the function will be notified in writing. The notice will state that the employee is being offered the opportunity to volunteer for transfer with his or her position to a new competitive area. The notice will further state:

1. The name and location of the new competitive area;
2. They complete address of the new work site;
3. The applicable salary, including locality pay, of the employee's position at the new work site;
4. A statement that the employee is free to decide whether to accept the offer of the opportunity to volunteer for transfer with his or her position;
5. A statement that should the employee be selected to transfer with his or her position, the Agency will pay moving expenses and pay for house hunting trips in accordance with regulations and policies in effect at that time
6. A statement that it is possible that not all volunteers will be able to transfer with their position;
7. A statement that should the employee chooses not to transfer with his or her position, or if the employee is not selected to transfer despite having volunteered, the employee may be separated from his or her current position by adverse action procedures;
8. The deadline for responding to the offer of transfer; provided that this date will be no less than thirty (30) days from the date of the notice.

#### **Section 30.8.4**

If there are not enough qualified volunteers from among those affected employees, the Agency will solicit qualified volunteers from the rest of the current competitive area.

### **Section 30.9 Additional Negotiations**

Nothing in this Article will prevent the Union from initiating additional negotiations when a reduction in force or transfer of function is announced.

## **Article 31**

### **Effective Date and Duration**

#### **Section 31.1 Effective Date**

This Agreement shall take effect 30 days after being signed by the parties or immediately upon all issues brought up by the Agency Head review being resolved, whichever is later.

#### **Section 31.2 Duration**

This Agreement shall remain in full force and effect for three (3) years from its effective date. This Agreement shall automatically renew itself from year to year thereafter.

#### **Section 31.3 Renegotiation**

##### **Section 31.3.1**

If either party desires to renegotiate any terms of this Agreement, it will furnish written notice to the other party, identifying the Articles that it wishes to change, not more than one hundred and twenty (120) or less than ninety (90) days prior to the expiration date.

##### **Section 31.3.2**

The parties will begin negotiating ground rules for the new negotiations within sixty (60) days from the date of receipt of notice of the proposed changes. Negotiations shall begin within thirty (30) calendar days of setting the ground rules or another mutually agreed to date. If negotiations are not completed by the anniversary date, the Agreement will be automatically extended until a new Agreement is negotiated.

#### **Section 31.4 Reopener**

Either party may propose negotiations during the term of this Agreement to reopen, amend, or modify this Agreement, but such negotiations may be conducted only by mutual consent of the parties. Such negotiations shall be conducted in accordance with Article 23, Mid-Term Bargaining.

#### **Section 31.5 Amendments and Modifications**

This Agreement may only be amended, modified, or renegotiated in accordance with the provisions of this Agreement. Any agreed to modifications or amendments to this Agreement must gain the same Head of Agency approval as the basic document.

#### **Section 31.6 Termination of the Agreement**

This Agreement will terminate at any time it is determined that the Union no longer is entitled to exclusive recognition under the Act. Any supplements to this Agreement will terminate with the Agreement.

## **Signature Page**

FOR THE UNION:

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Chief Negotiator  
AFGE Local 2316 President

FOR THE AGENCY:

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Commander, 911 Airlift Wing

Signed this 10th day of March 2015

Approved by the Department of Defense on March 31 2015 to be effective on March 31 2015.

Reference DCPAS letter dated 31 March 2015.



## Request for use of Official Time

**For AFGE Local 2316 Use Only**

Name of Union Official/Steward

Date Filed

Complete instructions in blocks 1-4 below.

1. Length of time requested:

Total Hr's \_\_\_\_\_

From: \_\_\_\_\_

To: \_\_\_\_\_

3. Location and telephone number you can be contacted during absence:

Location: \_\_\_\_\_

Tel. #: \_\_\_\_\_ Ext. \_\_\_\_\_

2. If Grievance , provide name and step:

Name: \_\_\_\_\_

Step: \_\_\_\_\_

4. Individual requesting permission to leave assigned area to perform representational duties authorized in the negotiated agreement.

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Signature: \_\_\_\_\_

**5. Please state the purpose of visit below:**

6. Purpose of visit:

7. Request for Official time is: Approved       Disapproved       Approved rescheduled    Rescheduled date/time \_\_\_\_\_

Acknowledge Receipt \_\_\_\_\_ Date \_\_\_\_\_

8. Verification from Union Representative/Steward:

Date time was used: \_\_\_\_\_

Actual time out: \_\_\_\_\_ Actual time in: \_\_\_\_\_

9. VERIFICATION OF SUPERVISOR:

Type or Print your name \_\_\_\_\_

Your signature \_\_\_\_\_

Date \_\_\_\_\_

AFGE Local 2316

Attachment 1

**AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES  
LOCAL 2316  
FIRST STEP GRIEVANCE FORM**



**NAME:**

**ADDRESS:**

**Telephone #:**                   **Office #:**

**Grade**                           **Department:**

**Knowledge or Date Incident Occurred:**

**Date Informally Presented to Supervisor:**

**First Level Supervisor:**

**Subject:**

**Statement by Aggrieved:**

**Violation:**

**Remedy Expected:**

**Signature of Aggrieved:**

**Designated Representative:**

**Acknowledged Receipt:**

**Date:**

**Date:**

**Date:**

Attachment 2