

MEMORANDUM OF AGREEMENT

Between

AFGE Local 153, Unit 2094 and MacDill AFB, FL

TABLE OF CONTENTS

<u>ARTICLE</u>	SUBJECT	<u>PAGE</u>
	PREAMBLE	iii
	DEFINITIONS	iv
1	RECOGNITION AND UNIT DESCRIPTION	1
2	UNION RIGHTS AND REPRESENTATION	2
3	EMPLOYEE RIGHTS	8
4	MANAGEMENT RIGHTS	10
5	NEGOTIATIONS	11
6	ORIENTATION OF NEW EMPLOYEES	13
7	NEGOTIATED GRIEVANCE PROCEDURE	14
8	ARBITRATION	18
9	EQUAL OPPORTUNITY	21
10	MERIT SYSTEM - PROMOTION AND DETAIL	22
11	WORKWEEK, HOURS OF WORK	24
12	POSITION DESCRIPTIONS AND CLASSIFICATION	29
13	SAFETY AND HEALTH	32
14	PERFORMANCE/INCENTIVE AWARDS	35

15	DISCIPLINE	36
16	LABOR-MANAGEMENT RELATIONS TRAINING	41
17	TRAINING AND CAREER DEVELOPMENT	42
18	LEAVE	44
19	OVERTIME/COMPENSATORY TIME	53
20	REDUCTION-IN-FORCE (RIF)	55
21	CONTRACTING OUT	59
22	OUTPLACEMENT	60
23	USE OFFACILITIES AND SERVICES	61
24	ENVIRONMENTAL DIFFERENTIAL AND HAZARD PAY	62
25	ALCOHOLISM AND DRUG ABUSE	63
26	PERFORMANCE STANDARDS AND EVALUATION	68
27	ACTIONS BASED ON UNACCEPTABLE PERFORMANCE	71
28	TDY	72
29	UNION DUES	73
30	DAYCARE	75
31	MID-TERM BARGAINING	76
32	SPECIAL PROVISIONS FOR FIRE DEPARTMENT PERSONNEL	77
33	SURVEILLANCE	81
34	CIVILIAN CONDUCT AND RESPONSIBILITY	82
35	DURATION AND EXTENT OF AGREEMENT	83
	CERTIFICATION BY EMPLOYEE'S HEALTH CARE	
	PROVIDER FOR EMPLOYEE'S SERIOUS ILLNESS-FMLA	Atch 1

MEMORANDUM OF AGREEMENT

PREAMBLE

Pursuant to the policy set forth by the Civil Service Reform Act of 1978 regarding Federal Labor-Management Relations, the following articles of this basic agreement, together with any and all supplemental agreements and/or amendments which may be agreed to at later dates, constitute a total agreement by and between the Commander, 6th Air Mobility Wing, MacDill Air Force Base, Florida, or his/her duly authorized representative, hereinafter referred to as the Employer, and the American Federation of Government Employees, Local 153, hereinafter referred to as the Union, for the employees in the Unit described below, hereinafter referred to as the Employees.

Whereas the well being of employees and efficient administration of the government are benefited by providing employees an opportunity to participate in the formulation and implementation of their employment, and

Whereas the participation of employees should be improved through the maintenance of constructive and cooperative relationships between the Union and the Employer.

Therefore, the Parties thereto, intending to be bound, hereby agree as follows:

DEFINITIONS

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

1. JOINT MEETING - Meetings which are held between the Union and the Employer for the purpose of discussing matters affecting conditions of employment of employees within the Unit.
2. NEGOTIATION - Bargaining by representatives of the Employer and the Union on negotiable issues relating to conditions of employment, working conditions, and personnel policies and practices, with the view toward arriving at a formal Agreement.
3. IMPASSE - Failure or inability of the negotiating parties to reach an agreement on negotiable matters.
4. NEGOTIABILITY DISPUTE - A disagreement between the parties as to the negotiability of an item.
5. AMENDMENTS - Modifications of the Basic Agreement to add, delete, or change portions, sections, or articles of the Agreement.
6. SUPPLEMENTS - Additional articles negotiated during the term of the Basic Agreement on matters covered by the Basic Agreement.
7. GRIEVANCE - Means any complaint:
 - a. by any employee concerning any matter relating to the employment of the employee;
 - b. by the Union concerning any matter relating to the employment of any employee; or
 - c. by any employee, Union, or Employer concerning the effect, interpretation, *or* a claim of breach, of the collective bargaining Agreement of any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
8. CONDITIONS OF EMPLOYMENT - Means personnel policies, practices, and matters, whether established by rule, regulation, or otherwise affecting working conditions.
9. UNION REPRESENTATIVE - Any accredited National Representative of the Union, the duly elected or appointed officials of the Local, including Stewards.
10. AUTHORITY - The Federal Labor Relations Authority established by the Civil Service Reform Act of 1978, PL 95-454.

11 . BASE/GROUP COMMANDER - The Group Commander to which the Civilian Personnel Flight is assigned.

12. STATUTE - TITLE VII of Public Law 95-454.

13. DAYS - Throughout this agreement the term "days" means "workdays" unless otherwise specifically identified.

ARTICLE 1

RECOGNITION AND UNIT DESCRIPTION

SECTION 1.1. RECOGNITION. The Employer recognizes that the Union is the exclusive representative of all employees covered by this MOA.

SECTION 1.2. The Unit to which this Agreement is applicable is composed of all Air Force nonprofessional GS and WG employees who are paid from appropriated funds and who are serviced by the Civilian Personnel Flight, MacDill AFB. Excluded are professional employees, management officials, supervisors, employees excluded by Statute, 6 Medical Group employees, and employees of the U.S. Department of the Army, Armed Forces Entrance Examination Service.

ARTICLE 2

UNION RIGHTS AND REPRESENTATION

SECTION 2.1. RECOGNITION. The Employer recognizes that the Union has the exclusive right to represent all employees in the Unit in negotiations and joint meetings with the Employer with regard to all matters affecting the condition of employment.

a. The Employer agrees to respect the rights of the Union and to meet jointly and negotiate with the Union on such matters, and further agrees to meet with the Union prior to issuing a notice of implementation of any new policy or change in policy affecting the employees or their conditions of employment.

b. The Union, in consonance with its right to represent, has a right to propose new policy, changes in policy, or resolutions to problems, and to be present at management initiated meetings pertaining to implementation of policy changes or other matters affecting the employees in the Unit. This right shall apply to all levels of management within the activity and the Union, starting with the steward and first-level supervisor. Representation shall occur at the lowest level at which a matter can be resolved, and the initial point of contact shall be the lowest level management official and Union officials having responsibility and authority to act. If either party at the initial contact feels resolution of a matter is outside its jurisdiction, the matter shall be referred immediately to the next higher level. When at activity level, the Union and Employer have negotiated, resolved a problem(s), or bargained relative to the impact of a non-negotiable matter, management at each level of the activity shall discuss with the appropriate Union officials the effect in his or her organizational area.

c. The Employer will recognize the duly elected Local Officers and officials/representatives designated by the Union, including stewards. The Union will supply the Employer in writing, and will maintain on a current basis, a list of the Union Officers and Officials, including the stewards' areas of representation. The Union will provide the list of Local Officers and officials and/or area Stewards to organizational monitors for posting to the official bulletin boards.

d. The Employer will recognize representatives of the AFGE National Office. The Union shall provide written notice to the Employer by noon on the day preceding the arrival of a National Representative on Base.

SECTION 2.2. UNION-MANAGEMENT PROCEDURES. The following procedures shall apply to Activity-Level Union-Management Meetings:

a. Joint meetings are considered a part of the initial step used by either party to resolve a problem concerning the working environment; resolve employee dissatisfaction, including grievances, appeals and Unfair Labor Practices; administer this agreement; or negotiate a change in policy. They shall be conducted in an atmosphere that will foster mutual respect. Union-management meetings shall in no way nullify or abrogate the right of the Union to negotiate new policy or a change to a policy.

b. The number of union representatives for whom official time is authorized shall not exceed the number of individuals designated as representing management. The names and organizational locations of such representatives (date and time of meeting) will be exchanged by the parties reasonably in advance in writing. Any changes in designees shall also be furnished at least 24 hours prior to the meeting in writing.

c. Joint Union-Management meetings shall be held upon request by either party. Specific items for discussion will be provided in advance of the meeting by either party, although items not submitted may be discussed. When minutes are kept reflecting items discussed and resolutions or action, they shall be furnished to the Union by the Employer. New or changed policy proposals which cannot be readily agreed to may be submitted for negotiation in accordance with procedures established in the Agreement. Joint meetings will be conducted during regular duty hours, with Union officials authorized official time without loss of leave or pay. At the option of the immediate supervisor and when scheduling permits, the supervisor may change the tour of duty in compliance with applicable regulations and the negotiated agreement. Emergency meetings will be arranged at the convenience of both parties involved as soon as possible after a request by either party is received, and such request shall indicate the subject matter of discussion.

d. A meeting between the President of the Union or designee and the Group Commander or designee, shall be held at least quarterly on an agreed upon schedule. They may be accompanied by no more than three (3) other representatives. Such meeting shall serve to provide the Employer and the Union an opportunity to develop an understanding of problems relating to the Labor-Management Relations Program.

e. A meeting between the President of the Union or designee and the Avon Park Bombing Range Commander or designee, shall be held at least semi-annually or on an as-needed basis on an agreed upon schedule. They may be accompanied by no more than two (2) other representatives from Avon Park.

SECTION 2.3. REPRESENTATION. The Union will be provided an opportunity to be represented at all formal discussions between the Employer and employees or employee representatives concerning grievances, or personnel policies or practices, or other matters affecting the general working conditions of employees in the Unit. A meeting requested by either the Union or Employer, or a meeting or bargaining session prescribed by Employer policy or this agreement shall be considered a formal discussion and the Union shall be notified of such meeting at least two (2) workdays in advance of such a meeting and of its right to be represented.

a. Union-initiated proposals for a new policy or changes in established Employer policies or regulations, or resolution of a problem(s) will be presented to the designated Employer representative. Such proposals initiated by the Employer may be mailed to the local Union address AFGE Local 153, or hand delivered by a management official and signed for upon receipt by a Union official at the Union's Office.

b. New or changed policy proposals which are agreed to in bargaining shall be signed by the Union President or designee and Group Commander for their respective organizations or

their designated representatives.

c. The parties recognize the right of the Union to submit proposals or views directly to the Agency Head for consideration when changes in Agency procedures are proposed by the Agency.

d. The Union has the right to have a representative present at all discussions between the Employer and an employee or employees, held in the course of proceedings conducted to resolve complaints, grievances or appeals submitted by a member of the Unit. The Employer will notify the Union President or designee before such discussion is held. The Union shall be allowed up to two (2) work days to provide a representative. The representative shall be permitted to present the views of the Union during the discussions.

e. The Union has the exclusive right to represent employees in presenting grievances under the negotiated grievance procedure in this agreement. An employee or group of employees may present a grievance themselves without representation by the Union, provided that the Union is a party to all discussions and grievance processing and is provided a copy of all grievances not coordinated with the union and the management responses to the grievances. The remedy granted must be consistent with the terms of this agreement.

SECTION 2.4. STEWARDSHIP. The Union may designate Stewards not to exceed one (1) Steward per 35 bargaining unit employees in the various organizations. The Union is entitled to a maximum of 20 Stewards not including the Chief Steward. Assignments to representational matters will be limited to the Steward's work organization. Exceptions to the above will be based on the unavailability of the Stewards due to certain exceptions such as leave, TDY and other conflicts. Under these circumstances, the Chief Steward may designate another Union official to replace the Steward. This appointment will only be made on an individual case basis. The Chief Steward shall communicate such designation by contacting the appropriate Management Official either orally or in writing. No Steward will be required to handle grievances, appeals, etc., that involve their first level supervisor. Although employees may discuss problems or conditions of employment with the Shop Steward or supervisor, no Union Official or Steward may take official time to investigate or process any grievance, appeal, or claim under any law, rule, regulation, or this agreement unless the complainant has properly filled out a union furnished complaint form signed and dated. Verbal complaints do not obligate the Union in anyway to represent an employee. Stewards and Union Officials may consult with management officials based on a verbal complaint or inquisition from an employee only after the employee has afforded the supervisor the opportunity to resolve or answer the same.

Upon request from either party, Stewards and/or Union Officials may discuss with the supervisor and/or management official, informally, items of concern in the application of the agreement to avoid misunderstandings and deter formal complaints from either party. The Organizational Steward or, in case of the exception above, the Union Official, may receive, investigate, prepare and present employee complaints, grievances, or appeals during duty hours.

SECTION 2.4.1. When a Union Representative desires to be released from duty in order to perform representational functions or contract administrative activities, he/she shall first obtain

permission from their immediate supervisor or designated representative in the absence of the immediate supervisor. The Union Representative shall indicate to the immediate supervisor that:

a) he/she has a representational matter to handle and type as required by DFAS-DEM 177-372A. Volume II. Part C (payroll),

b) where he/she desires to go, and

c) the anticipated time of departure and return to the work site. The Union Representative will notify his/her immediate supervisor or designated representative in the absence of his/her immediate supervisor, of his/her return to the worksite.

SECTION 2.4.2. Union representatives will notify their supervisors as soon as the need for official time is known. The union representative will be released to perform his/her representational duties unless an emergency mission-related work requirement exists. The union representative will normally be released on official time within 24 hours of his/her request, or informed in writing of the earliest time he/she may be released and specific reasons for the delay.

SECTION 2.4.3. If the representational matter involves contacting another unit employee, the Union Representative shall first obtain permission from the immediate supervisor of the employee to be contacted. In the event the employee or the Union Representative cannot be excused, another time will be established for the meeting by the Union Representative and immediate supervisor. The alternate meeting will be scheduled by the end of the next workday. Upon completion of the representational matter, the Union Representative shall notify the contacted employee's immediate supervisor or designated representative of the employees return. Any delay in the meeting shall not be assessed against any time constraints as specified in this Agreement.

SECTION 2.4.4. The Union Representative discussing a representational matter with an employee will be provided with as much privacy as possible in order to maintain confidentiality.

SECTION 2.5. OFFICIAL TIME. Union Officials and Stewards shall be permitted reasonable time during duty hours without loss of leave or pay to effectively represent employees in accordance with this agreement. Union Representatives will guard against the abuse of official time and shall restrict such business to authorized periods.

SECTION 2.5.1. Use of official time will not be limited to the confines of the activity but will allow the representative to travel in accordance with the needs of the individual case. For mutual protection of both parties, travel off the activity will require a pass with Union Representative's signatures, and the supervisor's or designee's approval as represented by his/her signature, and shall include the following information:

a. the requested destination,

b. nature of representational matter, i.e., grievance, appeal, negotiations, etc.,

c. estimated time required, the anticipated time of departure and return to the work site. The Union Representative will notify his/her supervisor or designated representative of his/her return to the worksite.

Section 2.5.2. All negotiations and representation therefore shall be conducted on official duty time. This shall include time to prepare and present matters to the Federal Mediation and Conciliation Service and the Federal Service Impasse Panel.

Reasonable time for receiving, investigating, preparing and presenting a complaint, grievance or appeal must depend on the facts and circumstances of each case -- e.g., number and nature of allegations, number and complexity of supporting specifics, the volume of supporting evidence, availability of documents and witnesses and similar considerations. The above provisions shall be reasonably construed in order to effect the purposes of this article.

Reasonable time for a Union observer of a complaint, grievance or appeal action, shall be the time necessary to observe the proceedings to their conclusion where a Union Representative is not the representative of the employee.

Reasonable time for preparation of information reports required under 5 USC 7120(c), including financial reports and trusteeship reports, shall be accorded to Union officials. Official time will be granted upon receipt of written request from the Union President to the Civilian Personnel Office.

The supervisor will document time of departure and return on the Time and Attendance Cards.

SECTION 2.6. INTERNAL UNION BUSINESS. The Union's activities concerning internal Union Management, including but not limited to membership meetings, solicitation of members, collection of dues, posting and distributing literature, campaigning for and the nomination of officers, conducting elections and any other internal Union functions, will be accomplished outside of the working hours of the employees concerned. Upon the Union's request and subject to the normal security limitations, the Union shall be allowed authority to conduct not more than three (3) membership drives per year. Membership drives shall not exceed more than thirty (30) calendar days in duration and will be conducted before and after duty hours and during official break or lunch periods of the employees that the Union is attempting to solicit and organize. The Union will, not later than fifteen (15) calendar days before the organized drive begins, submit a written notice to the Employer. Problems that may develop during such membership drives may be directed to the Labor Relations Officer in the CPF or the Union President, as may be appropriate. Upon advance written request, and if available, the Employer shall provide the Union with tables, bulletin boards and easels for use in such drives.

SECTION 2.7. RESTRAINT. There shall be no restraint, coercion or discrimination against any Union official because of the performance of duties in consonance with this Agreement and the Act, or against any employee for filing a complaint or acting as a witness under this agreement, the Act, or applicable regulations.

SECTION 2.8. Union representatives selected for participation in DoD Wage Surveys will be given official time for this purpose. Union representatives' tours of duty may be adjusted to participate in the survey. The union will nominate representatives to participate in the surveys based on the need as stated by the host agency.

ARTICLE 3

EMPLOYEE RIGHTS

SECTION 3.1. Employees in the Unit shall be protected in the exercise of their rights, freely and without fear of penalty or reprisal, to form, join, and assist an employee organization or to refrain from such activity. This agreement does not prevent employees within the bargaining unit from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, regulations, or agency policies, or from choosing his or her own representative in a statutory appeal proceeding. When employees receive conflicting orders, they have a right to get clarification from or resolve the conflict with their supervisor before following the order.

SECTION 3.2. RIGHTS TO UNION MEMBERSHIP AND REPRESENTATION. An employee shall have the right to form, join, or assist a union or to refrain from any such activity. Management recognizes an employee's right to assistance and representation by the Union, and the right to meet and confer with Union Representatives in private during duty time, consistent with Article 2, Section 2.5, Official Time.

SECTION 3.3. When a recording of any conversation between a bargaining unit employee and an agency representative is made, with mutual consent of both parties, the employee will be given the opportunity to review any transcript for accuracy and will be provided a copy of the tape to include a transcript if one is made.

SECTION 3.4. An employee is accountable for the performance of official duties and compliance with standards of conduct for Federal employees. Within this context, the Employer affirms the right of an employee to conduct his or her private life as he or she deems fit. Employees shall have the right to engage in outside activities of their own choosing without being required to report to the Employer on such activities, except as required by law or regulation of higher authority.

SECTION 3.5. Neither the Employer nor the Union will coerce in any manner and require employees to invest their money, donate to charity, or participate in activities, meetings, or undertakings not related to their performance of official duties nor will any reprisal action be made against an employee who refrains from such activity.

SECTION 3.6. NONDISCRIMINATION. No employee will be discriminated against by either the Employer or the Union because of race, color, creed, religion, sex, national origin, age, marital status, physical handicap, or lawful political affiliation.

SECTION 3.7. The Employer agrees to publish in the daily bulletin the following employee rights in January of each year:

"Pursuant to Section 7114(a)(3) of Title 5, US Code, as added by the Civil Service Reform Act (PL 95-454), this is to inform you that AFGE Local 153 must be given the opportunity to be represented at any examination of an employee in the bargaining unit by a management official in connection with an investigation if:

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

(b) The employee requests representation."

SECTION 3.8. Employees have a right, upon written request, to receive copies of any information posted to their AF 971, Supervisory Work Folder.

SECTION 3.9. COUNSELING.

a. Counseling shall be reasonable, fair, and used constructively to encourage an employee's improvement in areas of conduct and performance. Performance counseling sessions are to be held between an employee and his/her supervisor.

b. Oral counseling: When it is determined that oral counseling is necessary, the counseling will be accomplished during a private interview with the concerned employee and Union representative if requested. If after such meeting the employee is dissatisfied they have a right to file a grievance IAW Article 7, Negotiated Grievance Procedure.

c. Written counseling: Written counseling will be accomplished in the same manner as specified above, except that one copy of a written statement will be given to the employee.

ARTICLE 4

MANAGEMENT RIGHTS

SECTION 4.1 Nothing in this Agreement shall affect the authority of any Supervisors and Management Officials serviced by the MacDill AFB Civilian Personnel Flight:

- a. To determine the mission, budget, organization, number of employees and internal security practices of the Activity; and in accordance with applicable laws:
- b. to hire, assign, direct, layoff, and retain employees in the Activity, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against serviced employees;
- c. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which activity operations shall be conducted; which
- d. with respect to filling positions, to make selections for appointments from;
 - (1) among properly ranked and certified candidates for promotion, and
 - (2) any other appropriate source; and
- e. to take whatever actions may be necessary to carry out the mission of MacDill AFB during emergencies.

ARTICLE 5

NEGOTIATIONS

SECTION 5.1. MANNER: Both parties to this agreement have the responsibility of conducting negotiations and other dealings in good faith and in such manner as will further the public interest. The Employer agrees to give written notice to the Union and ten (10) workdays to respond to any new policy or change in established policy which is proposed during the Life of the Agreement. When the Employer proposes a change in conditions of employment, the union has the right to present its views and suggestions and/or request negotiation. The union's input will be considered when developing and implementing the proposal. If the union does not present its views or request negotiations within ten (10) work days after receipt of the proposed change, the employer may implement. This change will be subject to amendment pending completion of requested negotiations. Written notification may be hand delivered to the Union office and receipted for by an appropriate Union official, or be mailed to the Union Local address, return receipt requested. Negotiation of procedures to implement Management's rights, decisions, and impact bargaining on those decisions will also be handled in accordance with this section. The parties agree to make every reasonable effort to resolve all differences which arise between them in connection with the administration of this agreement for the life of the agreement.

SECTION 5.2. SCOPE OF NEGOTIATIONS: Subjects appropriate for negotiation between the parties are: personnel policies and practices, and other matters relating to or affecting working conditions of employees within the Unit. The Employer agrees to negotiate with the Union on any new policy or change in established policy prior to implementation. It is understood that no provisions of this agreement shall nullify or invalidate the rights of employees, the Union, or the Employer established by Title VII, other statutes, or regulations of appropriate authority, nor shall it relieve Management of the responsibility to negotiate with the Union on the policies, practices, and procedures used in exercising its rights.

SECTION 5.3. NEGOTIATION PROCEDURES: Negotiating sessions may be requested by either party. Such requests shall state the specific subject matter to be considered at such sessions. The following procedures shall be utilized:

a. Management will designate its negotiating team members. The number of Union negotiators for whom official time is authorized shall not exceed the number of individuals designated as representing Management. The Union may designate a non-bargaining unit person to negotiate with Management during any negotiations. Management will recognize this Union designated representative and negotiate with this person in good faith. Management would not recognize such person as being on official time.

b. A Chief Negotiator and Alternate Chief Negotiator will be designated for each negotiating committee. Chief negotiators will sign off on agreed-upon language.

c. Names of all members on each negotiating committee will be exchanged formally by the parties in writing no later than five (5) work days prior to the beginning of negotiations. Any changes regarding committee membership will be submitted to the other

party no later than one (1) day prior to the next negotiating session.

d. Each party shall exchange proposals prior to impact/ implementation (I & 1) and/or substance negotiations. If the requested negotiations concern modifying any existing agreement between the parties, proposals shall specifically, and in writing, address any proposed additions, deletions, or modifications to said agreement. A date for negotiations shall not be set until after either party has received any requested information needed for clarification of proposals and been granted sufficient time to formulate proposals or counter proposals. The parties must have received proposals and/or counter proposals at least five (5) workdays prior to any scheduled negotiating date. An extension may be granted on a case-by-case basis.

SECTION 5.4: NEGOTIATION IMPASSE: When the parties to the agreement cannot agree on a negotiable matter and an impasse has been reached, the item shall be set aside. After all negotiable items on which agreement can be reached have been disposed of, the parties shall again attempt to resolve any impasses. Either or both parties may seek the services of the Federal Mediation and Conciliation Service. When the services of mediation do not resolve the impasse, either party may seek the services of the Federal Service Impasses Panel. Items that have been previously agreed to by the parties when impasse has been declared may be implemented immediately subject to joint agreement. Items submitted to the FSIP will be held in abeyance pending a decision by the FSIP.

SECTION 5.5. DURATION OF AGREEMENTS: Memorandum of Agreements and/or Understandings mutually agreed upon by both parties during negotiation sessions shall remain in effect until such time that both parties agree in writing to nullify and/or terminate said agreements.

SECTION 5.6. A copy of final negotiated agreements will be provided to both parties prior to publication.

ARTICLE6

ORIENTATION OF NEW EMPLOYEES

SECTION 6.1. A Union representative shall be introduced at the orientation meeting if a meeting presentation is made, or provide a reasonable slide presentation to introduce the Union representative and present authorized Union subjects.

SECTION 6.2. The Employer shall provide the Union, on a monthly basis, the following information regarding all new bargaining unit employees. This information shall be provided by the 10th of the month for the preceding month.

- a. Full name
- b. Position title and grade
- c. Organization assignments and location
- d. Date entered on duty

ARTICLE 7

NEGOTIATED GRIEVANCE PROCEDURE

SECTION 7.1. COMMON GOAL. The Employer and the Union recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner that will maintain the self-respect of the employee and be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest level of supervision.

SECTION 7.2. SCOPE. This negotiated grievance procedure shall apply to matters of concern or dissatisfaction regarding the interpretation, application or violation of law, regulations, or this agreement; conditions of employment; or relationships with agency supervisors and officials, including prohibited personnel practices, and disciplinary and adverse actions. It shall apply to all matters indicated above, whether or not set forth in this agreement. It does not apply to:

- a. A violation relating to political activities;
- b. Retirement, life insurance, or health insurance;
- c. A suspension or removal for national security;
- d. Any examination, certification or appointment;
- e. Classification of position which does not result in the reduction in grade or pay of the employee;
- f. Separation of employees serving in a probationary period.
- g. EEO complaints.

Nothing in this section shall prevent employees from exercising the option of appealing adverse actions to the Merit Systems Protection Board, or processing any prohibited personnel practice listed in 2302(b)(1) of the Statute, provided that the employee has not filed a formal grievance on the matter in accordance with this agreement.

SECTION 7.3. APPLICATION. A grievance may be undertaken by the Union, the Employer, the employee, or group of employees. Only the Union, or a representative approved by the Union, may represent employees under the negotiated grievance procedure. However, any employee or group of employees may personally present a grievance and have it adjusted without representation by the Union provided that the Union shall be given an opportunity to be represented as a party to all discussions in the grievance process. In exercising their rights to present a grievance, the employee and/or employee representatives shall be unimpeded and free from restraint, coercion, discrimination, or reprisal.

SECTION 7.3a. A grievant may obtain another person or counsel (attorney) to represent them throughout the grievance procedure; however, all requirements of the MOA must be strictly adhered to in processing the grievance. Extension of time limits will be granted IAW Section 7.4 (b) below. Should a grievant, after having received a decision at Step 3 of the grievance procedure, desire the union to invoke binding arbitration, the grievant will sign a contract with the union prior to the union invoking binding arbitration. The grievant or their representative must inform the union President in writing of their decision to take their case to arbitration within 5 days of the receipt of the Step 3 grievance decision.

SECTION 7.4.

a. A grievant may terminate a grievance at any time by giving written notice to all parties involved.

b. The time limits specified in the grievance procedure may be extended only by mutual written agreement by the Union President and the Group Commander, or their designees.

c. Should the employee file a written complaint seeking a remedy under any statutory procedure, that election will forfeit the right to use this Negotiated Grievance Procedure.

SECTION 7.5.

STEP 1. A grievance shall first be taken up by the grievant (and representative, if one is elected) with the immediate supervisor or the lowest level management official having the authority to render a decision. Any questions as to the lowest level management official having the authority to render a decision will be directed to the Labor Relations Officer, Civilian Personnel Office. The grievant will submit the grievance in writing, and the grievance shall be based on a personal interest to the grievant. A copy of the grievance will be provided by the immediate supervisor or the lowest level management official having the authority to render a decision to the Labor Relations Section of the Civilian Personnel Flight. The grievance shall identify the following points to be valid:

- a. That the grievance is hereby filed;
- b. States the dissatisfaction of the grievant and/or issues presented by the grievance;
and
- c. State(s) the remedy(ies) sought.

The grievance must be initiated within twenty (20) workdays of the incident that gave rise to the grievance, unless the grievant could not reasonably be expected to be aware of the incident by such time or Section 7.4b applies. In that case, the grievance must be initiated within twenty (20) workdays of the date the grievant became aware of the incident or in accordance with a written extension or in accordance with Section 7.4b. A decision will be given to the grievant

within five (5) workdays after presentation of the grievance. Such decision shall be in writing in every case, even if the remedy is granted. If the whole remedy requested by the employee is granted, it is understood that Step 2 will not be undertaken. If the remedy is not granted or granted in part, the decision shall include a written statement indicating the grievant's right to submit the grievance to organizational commander/tenant organizational commander. Failure of management to meet this deadline shall enable the grievant to proceed with Step 2 of the procedure without awaiting a response beyond the deadline date.

STEP 2. If the remedy is not granted at Step 1, the grievance may be pursued in accordance with the following:

a. Within ten (10) workdays after receipt of the written decision at Step 1, or ten (10) workdays after the date it should have been received, the Step 2 grievance shall be presented by the aggrieved or his/her representative to the organizational commander/ tenant organizational commander having authority to render a decision as appropriate with the written decision at Step 1 attached.

b. Upon receipt of the grievance at this level, the organizational commander/tenant organizational commander shall render a written decision within fifteen (15) workdays. The decision shall include a statement indicating the grievant's right to submit the grievance to the Mission Support Group Commander. The Step 2 grievance decision rendered should include the basis for the decision and address the matter(s) of concern or dissatisfaction raised in the grievance. The decision may be hand delivered to the employee and to the employee's representative or mailed to the Union Local address. Failure of management to meet this deadline shall enable the grievant to proceed with Step 3 of the procedure without awaiting a response beyond the deadline date.

STEP 3. If the grievant is dissatisfied with the decision given at Step 2, the grievance may be forwarded to the Mission Support Group Commander (MSG) within ten (10) workdays after receipt of the written decision at Step 2 or ten (10) workdays after the date it should have been received.

a. After receipt of the grievance, the 6th MSG Commander or designee shall render a written decision within twenty-five (25) workdays. The Step 3 grievance decision rendered should include the basis for the decision and address the matter(s) of concern or dissatisfaction raised in the grievance. The decision shall be hand delivered to the Union representative who will date and acknowledge receipt, or the decision may be mailed to the Union's local address (Certified Mail, Return Receipt Requested). Management further agrees to notify the Union by telephone on the date the decision is mailed. Should there be need for additional time for investigatory or other reasonable purpose, the Mission Support Group Commander or his/her designated representative may request additional time. Such decision of the Mission Support Group Commander is final unless the Union invokes arbitration. Failure of the Mission Support Group Commander to answer in a timely fashion shall allow the Union to proceed to arbitration without further delay.

b. If the grievance is filed by a unit employee(s) and the decision is unsatisfactory to the grievant at Step 3 or if no decision is given, the employee(s) may request the Union to refer

the grievance to arbitration in consonance with the provisions of this agreement. The Union may request arbitration by submitting a written request to the Employer within ten (10) calendar days of the decision at Step 3. A request for arbitration shall be valid only if signed by the Union President or designee.

SECTION 7.6. A grievance between the Employer and the Union shall be forwarded to the Union President or Mission Support Group Commander or their designees, as applicable. Such grievance shall be filed within fifteen (15) workdays of the incident which gave rise to the matter or within fifteen (15) workdays of the date of becoming aware of the incident. The grievance must be forwarded in writing. The grievance shall identify whether the dissatisfaction relates to the employment of any employee of the unit, or affects the interpretation or a claim of breach of the agreement, or any claim violation, misinterpretation or misapplication of any law, rule or regulation, to include conditions of employment of any employee within the unit. After receipt of grievance, the Mission Support Group Commander or Union President, or their designees, as applicable, shall render a written decision within twenty-five (25) workdays of receipt of the grievance. Such decision and its basis shall be in writing and forwarded to the aggrieved party by certified mail (return receipt requested) or delivered in person for acknowledgement of receipt. The decision at this level shall be final unless the other party invokes arbitration. Failure of the responding party to answer in timely fashion shall allow the other to proceed to arbitration without further delay in accordance with the provisions of Article 8 of this Agreement.

ARTICLE 8

ARBITRATION

SECTION 8.1. If the decision on a grievance processed under the negotiated grievance procedure is not satisfactory to the grieving party, the Employer, or the Union, either as grievant or as representative of the employee(s) may refer the issue to arbitration. The notice referring an issue to arbitration must be in writing, signed by the Union President/Chief Steward or appropriate commander or their designee, as appropriate, within ten (10) calendar days following receipt of the decision by the aggrieved party.

SECTION 8.2. The parties shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) persons qualified as arbitrators. The parties shall meet within five (5) workdays following receipt of the panel of arbitrators from FMCS to select an arbitrator. Each party shall strike one name until only one name remains. This person will be appointed as the duly selected arbitrator. A flip of the coin will determine whether the Union or the Agency will strike the first name from the List.

SECTION 8.3. The arbitrator's fees and expenses shall be borne equally by the parties. Travel and/or per diem costs shall not exceed those authorized under the Joint Travel Regulations issued by the Department of Defense. Any additional expense will be mutually shared between the parties. If one of the parties request a service and that is not agreed to by the other party, then the requesting party will bear all expenses of that particular service, such as a transcript.

SECTION 8.4.

- a. Arbitration hearings will be held on the Employer's premises at the appellant's or grievant's post of duty when practical, or any site mutually agreed to by both parties.
- b. The grievant, the grievant's representative, (if an Air Force employee), and all employees who are called as witnesses will be excused from duty to the extent necessary to participate in the arbitration proceedings without loss of pay or charge to annual leave.
- c. Except in emergency situations, the arbitrator will not have the authority to keep the record open in order to hear testimony of additional witnesses. Each party has the responsibility and obligation to produce its witnesses on the days of the bearing. For purposes of this article, emergency has the same definition it has in 5 U.S.C.7106.
- d. The arbitrator shall have the authority to make all arbitrability and/or grievability determinations. The arbitrator shall make grievability and/or arbitrability determinations prior to addressing the merits of the original grievance.
- e. If the Employer declares a grievance non-arbitrable or non-grievable, the original shall be considered amended to include the issue of non-grievability.
- f. The arbitrator's decision shall be final, and binding, and the arbitrator shall possess the authority to make an aggrieved employee whole to the extent such remedy is not limited by

law, including the authority to award back pay reinstatement, retroactive promotion where appropriate, and to issue an order to expunge the record of all references to a disciplinary, adverse or unacceptable performance action, if appropriate .

g. The arbitrator will set the date of the hearing with the concurrence of the representatives of the Employer and the Union. Once that date has been established, any party that unilaterally requests that an arbitration hearing be postponed, delayed and/or canceled for whatever reason, which results in any fees being charged by the arbitrator shall pay any and all fees.

h. Bargaining history may not be used in an arbitration hearing unless the party wishing to use it has notified the other in writing at least ten (10) calendar days prior to the hearing of its intent to use such testimony and/or affidavits.

i. The Employer and the Union agree that the jurisdiction and authority of the chosen arbitrator and the opinions as expressed will be confined exclusively to the interpretation of the expressed provision or provisions of this Agreement at issue between the parties. The arbitrator will have no authority to add to, subtract from, alter, amend, or modify any provision of this Agreement, or impose on either party that which is specifically provided for under the terms of this Agreement. The parties reserve the right to take exceptions of any award to the Federal Labor Relations Authority. Any award may not include the assessment of expenses against either party other than agreed to in this Agreement.

J. The strict rules of evidence are not applicable and hearing shall be informal.

k. The parties have the right to present and cross examine witnesses and issue opening and closing statements.

SECTION 8.5. The process to be utilized by the arbitrator will be a full submission of the case to a formal arbitration hearing unless the Union and the Employer mutually agree to utilize one of the following:

a. A stipulation of facts to the arbitrator will be used when both parties agree to the facts at issue and a hearing would serve no purpose. In this case, all facts, data, documentation, etc., are jointly submitted to the arbitrator with a joint request for a decision based on the facts presented.

b. An arbitrator inquiry can be used when a formal hearing would serve no purpose. In this case, the arbitrator would make such inquiries as he deemed necessary (e.g., inspecting work sites, taking statements).

SECTION 8.6. The arbitrator will be requested to render his decision and remedy to the Employer and the Union as quickly as possible, but in any event not later than thirty (30) days after the conclusion of the hearing, unless the parties mutually agree to extend the time limit.

SECTION 8.7.

a. At least 10 working days before the opening of the arbitration hearing, the parties shall exchange Lists of witnesses whom they will call to testify. The parties shall provide the selected arbitrator with a copy of the list, by certified mail, at the same time they exchange lists. The lists shall contain a summary of each proposed witness. Any witness name not appearing on this list will not be allowed to testify nor give any affidavits to be presented at the hearing.

b. The Employer will make employees available as witnesses when requested by the Union. If the Employer determines it is not administratively practicable to comply with the Union's request, and the arbitrator determines the employee's testimony is relevant, then the hearing may be postponed. However, the Union may agree to submit an affidavit in place of the direct testimony of the employee.

c. If the parties cannot agree, it shall be the sole discretion of the arbitrator to determine who may testify.

d. Except in unusual situations, the arbitrator will not have the authority to keep the record open to hear testimony of additional witnesses.

e. When possible, any witness on the second or third shift shall be transferred to the first shift for the purpose of attending the arbitration hearing in a duty status.

f. Disputes which arise over the application of this provision will be interpreted by the arbitrator.

ARTICLE 9

EQUAL OPPORTUNITY

SECTION 9.1. Both Management and the Union support the principles of equal employment as outlined in Laws/Executive Orders, Office of Personnel Management, Equal Opportunity Commission, Department of Defense and Air Force regulation and publications.

SECTION 9.2. The Employer will appoint members of the EEO Committee to include employees and Supervisors, who reflect the work force characteristics and grade structure. The Union shall recommend a Union representative for appointment by the Base Commander to serve on the Base EEO Advisory Committee.

SECTION 9.3. An individual or a class complaint may be filed by an employee or group of employees, when it is alleged that employee(s) has/have been or being improperly discriminated against the group on the basis of their common race, color, religion, sex, national origin, and/or age. The complainant(s) have the right to be accompanied, represented, and advised by a representative of their choosing, providing the choice of a representative does not involve a conflict of interest or conflict of position. The representative shall be designated in writing and the designation made a part of the class complaint file. The Chief EEO Counselor or Employer representative is responsible for the counseling, and designated to receive formal class complaints of discrimination.

ARTICLE 10

MERIT SYSTEM - PROMOTION AND DETAIL

SECTION 10.1. The promotion of employees in the Unit to higher-level positions will be accomplished under the provision of applicable regulations. The union will be advised of any proposed changes to the Merit Promotion Program.

SECTION 10.2. Management agrees that employees and/or their representatives may, upon request, review any individual Job Analysis/Promotion Plan used for promotion consideration to positions in the unit.

SECTION 10.3. It is agreed that supervisors will make every effort to counsel employees concerning the importance of updating official personnel records to ensure all experience, education and training is recorded.

SECTION 10.4. With the implementation of the Modern Defense Civilian Personnel Data System (DCPDS), consideration for internal merit promotion opportunities will be through self-nomination. Advertised jobs may be posted daily. Served employees must monitor job announcements and self-nominate their interest in being considered. Employees will be provided the applicable web site and/or Interactive Voice Response System (IVRS) telephone number to utilize in the review of job announcements and self-nomination procedures. The website and IVRS telephone system will be available to employees 24 hours a day. Training will be provided to employees on the self-nomination procedures. Unless entitled to priority consideration, self-nomination for job vacancies will be the only avenue for employees to be considered. An automated system will be used to identify candidates for competitive promotion consideration. A Job Analysis/Promotion Plan will be performed by personnel specialist(s) and subject matter experts to determine the major job requirements and essential knowledge, skills and abilities required to perform the duties of the position to be filled. For positions that are not covered by the Air Force Career Program, all candidates determined to be "best qualified" in accordance with the Job Analysis/Promotion Plan will be referred.

SECTION 10.5. The parties agree that employees are responsible for providing all data on all experience, off-base training, and education to the Base Education Office. Both parties agree to support this program through their official publicity channels.

SECTION 10.6. The selecting official may choose from a referral certificate any eligible he/she believes will do the best job in the position(s) being filled after all priorities have been satisfied in accordance with applicable regulations. Exclusion of served employees from consideration for merit promotion requires appropriate records/referral list to be documented.

SECTION 10.7. An interviewed, non-selected employee may request the Union or any other person to represent him/her. The following information about specific promotion actions shall be available upon request to an employee and/or his/her representative for promotion.

a. Whether the employee was considered eligible for promotion on the basis of the minimum qualification requirements for the position;

- b. Whether the employee was one of those in the group from which the selection was made;
- c. The name of the individual who was selected for the promotion.

SECTION 10.8. Post-Audit of Promotion Records. To the extent permitted by applicable laws and regulations, if a grievance is filed over the merits or the appropriateness of the promotion, the grievant may post-audit a promotion action in conjunction with the processing of a grievance under the Negotiated Grievance Procedure.

SECTION 10.9. Employees detailed to a position which is established at a higher grade in excess of thirty days will be temporarily promoted if they meet all applicable eligibility criteria. Consecutive details for the same employee of less than thirty days will not be used to nullify the making of temporary promotions. Details will not be used to avoid other appropriate actions under the Merit Promotion System in accordance with applicable regulation.

SECTION 10.10. Details to positions affording quality experience or to those of a higher grade will be rotated among qualified employees to the fullest extent possible.

ARTICLE 11

WORKWEEK, HOURS OF WORK

SECTION 11 .1. STANDARD WORKWEEK: The standard workweek shall consist of forty (40) hours spread over a maximum of five (5) eight (8) hour days. The standard workweek will be the period for which an employee is paid his/her straight-time pay rate. Any change in the hours of work, shifts or tours currently in effect will be subject to impact and implementation negotiations with the union. Schedule changes, concerning any of the above, for the affected bargaining unit employee(s) will be provided to the Union at time of notification.

11.2. REST BREAKS: Each employee will be granted up to fifteen (15) minutes for each four (4) consecutive hours of scheduled work. An additional rest break will be granted within each four (4) hours of overtime worked. The breaks will be taken at or near the midpoint between the start of the employee's workday and the employee's meal period, and the midpoint between the employee's meal period and the end of the tour of duty unless the employee has other arrangements with their supervisor. Employees shall be allowed to take the rest break away from the immediate worksite unless the Supervisor/Employer communicates to the employee that the situation necessitates otherwise. Break time is government time given by the Employer for rest purposes.

11.3. FLEXTIME: Flextime is approved for use in all MacDill organizations. Use of flextime is encouraged since it is known to increase job productivity, service to the public, and increase job satisfaction among employees.

WORKDAY					
0600	0900	1130	1300	1500	1800
Morning Flex 3 Hrs	Core Time 2 1/2 Hrs	*Midday Flex 1 1/2 Hrs	Core time 2 Hours	Afternoon Flex 3 Hours	
NORMAL DUTY HOURS					
0730 - 1630					

*Lunch will be taken between 1130 and 1300. Employees must take a minimum of 30 minutes, and may take a maximum of 90 minutes.

a. Morning Flex. An employee may begin work at 15 minute intervals (on the 1/4, 1/2, or 3/4 past the hour) from 0600 to 0900. Arrival times must be approved by the supervisor.

b. Core Time. Common working hours are from 0900 to 1130 and 1300 to 1500. During these periods all employees in duty status must be present for duty or on leave. Normally, meetings will be held during these hours ; however, supervisors will be expected to

arrange the employee's workday to attend meetings, training, conferences, etc., scheduled outside these hours.

c. Midday Flex. Lunch will be taken between 1130 and 1300. Employees may take 30 to 90 minutes for lunch.

d. Afternoon Flex. Departure times from 1500 to 1800 are determined by adding eight hours plus the amount of time taken for lunch to arrival time.

e. Work Day. The total hours available during the day 0600 - 1800 in which the individual may complete eight working hours plus lunch period.

f. Normal Duty Hours. Normal work hours as established are 0730 to 1630. Employees not on flextime will observe these hours with a lunch period of 60 minutes.

SECTION 11.4. 5 4/9 WORK PLAN. Compressed Work Schedule (CWS) may be used by personnel in lieu of flextime.

Basic work requirements.

1. A full-time employee has an approximate 9-hour daily basic work requirement and an 80-hour biweekly basic work requirement.

2. For a part-time employee, the basic work requirement is the number of hours the employee must work each day and the number of hours the employee must work during 9 days in a biweekly pay period.

3. Non-overtime work is work performed during an employee's compressed work schedule and not in excess of the daily work requirement or 80 hours in a biweekly pay period.

Model of 5-4/9 Work Plan.

WEEK1	HOURS	WEEK2
M WKorOFF	APPROX 9 HRS A DAY	M WKorOFF
T WK		T WK
W WK		W WK
TH WK		TH WK
F WKorOFF		F WKorOFF

1. Morning Arrival Time: An employee may choose to begin work as early as 0600. The following are examples: An employee beginning work at 0600 will work until 1600

hrs unless he/she takes only 30 minutes for lunch, in which case the employee may then depart at 1530 hrs. An employee beginning work at 0630 will work until 1630 unless he/she takes a 30-minute lunch break, in which case, the employee will depart from work at 1600 hrs. An employee beginning work at 0700 will work until 1700 hrs unless he/she takes only 30 minutes for lunch in which case the employee may then depart at 1630 hrs. An employee beginning work at 0730 will work until 1730 unless he/she takes a 30-minute lunch break, in which case, the employee will depart from work at 1700 hrs.

2. **Off Day.** An employee may choose to take either Monday or Friday of either week off, subject to approval of the supervisor. An employee may provide a written request for another day off, other than a Monday or Friday, which will be subject to the supervisor's approval. In case of conflict between two or more employees choosing the same off day, the employee with the earlier date of participation in the 5-4-9 AWS program will have preference. Where two or more employees have chosen to participate in the 5-4-9 AWS program on the same date and there is a conflict concerning the desired day off, service computation date (i.e., seniority) will resolve the conflict.

SECTION 11.5. 4/10 COMPRESSED WORK SCHEDULE

Basic Work Requirements.

1. A full time employee must work 10 hours a day, 40 hours a week and 80 hours in a biweekly pay period.
2. For a part-time employee, the basic work requirement is the number of hours the employee must work in a 4-day workweek and an 8-day biweekly pay period.
3. Non-overtime work is performed during an employee's compressed work schedule and not in excess of the daily work requirement or 80 hours in a biweekly pay period.
4. Compressed Work Schedule (CWS) consisting of 4/10 work schedule is approved for use in all MacDill AFB organizations.

Model of 4/10 Work Plan

Weeks I & 2		Hours
M	WK or OFF	10 hours a day
T	WK	
W	WK	
TH	WK	
F	WK or OFF	

1. **Morning Arrival Time:** An employee may choose to begin work between 0600 and 0730 and may depart between 1530 and 1730. For those employees whose duty day

begins prior to 0600, the arrival and departure time will be adjusted accordingly to fill the 10 hours per day duty requirement. A non-compensable lunch break of at least 30 minutes and not to exceed one hour is required. This time will be added to the workday not to exceed 11 hours.

2. Off Day. An employee may choose to take either Monday or Friday off of each week he/she participates in the 4/10 CWS, subject to the supervisor's approval. An employee may provide a written request for another day off, other than a Monday or Friday, which will be subject to the supervisor's approval. In case of a conflict between two or more employees choosing the same day off, the conflict will be settled in accordance with a tie-breaking procedure based on current program participation and then a government service computation date, i.e., seniority.

SECTION 11.6. PROCEDURES FOR ALTERNATIVE WORK SCHEDULES (AWS)

Alternative Work Schedules approved for use at MacDill include: Flextime, CWS 5/4/9 and CWS 4/10 as stated above.

a. Flextime/CWS requests. Employees provide a written request on MACD Form 40 (for Flextime) or MACD Form 41 (for CWS 5/4/9 and 4/10) of preferred arrival times to their immediate supervisor for approval. The location of MACD Forms 40 and 41 will be made available to the employees. The request may be for an indefinite period of time but should cover a minimum period of two weeks unless the supervisor, based upon upcoming workload requirements determines another period to be more appropriate. The supervisor will provide a written response to the employee indicating whether the requested alternative work schedule (AWS) was approved or disapproved within ten (10) workdays.

b. Termination/disapproval of Alternative Work Schedules. Schedules will be discontinued if the alternative work schedule has resulted or is likely to result in adverse impact. Adverse impact is defined as a reduction of the productivity, a diminished level of services provided to the public or an increase in the cost of operations, other than a reasonable administrative cost relating to the process of establishing flextime or compressed schedules. If the alternative work schedule is disapproved by the Employer's representative making the decision, the Employer's representative will provide in writing his/her objective determination and the criteria used to arrive at his/her decision in ten (10) workdays of receipt of the AWS request. Alternative Work Schedules will not be approved/disapproved indiscriminately or be used to reward or punish an employee. Supervisors may adjust schedules to accommodate management or employee requirements not known in advance of the pay period. Employees may grieve disapproval of the use of an alternative work schedule through the Negotiated Grievance Procedure as outlined in Article 7 of the current MOA.

c. Timekeeping. Supervisors will be responsible for certification of timesheets. Time and Attendance sheets will be completed as instructed in DFAS-DEM 1 77-372A Vol II, Part C. The corresponding work schedule (i.e., Flextime, CWS 5/4/9 or CWS 4/10) is written in red across the "Normal Duty Hours" space of the timesheet. The employee will record daily the appropriate information on a sign in/out log or other recording method approved by the

supervisor. The timekeeper will transfer this information to the Time and Attendance sheet. The location of the time recording sheets will be at the discretion of the supervisor.

d. Absences, Tardiness or Early Departures. For tardiness and leave purposes, the first hour of the workday commences at the individual's scheduled arrival time for that day. Supervisors have authority in case of tardiness, short term absences or early departure to (1) charge period of time to an approved leave category; (2) charge absent without leave (AWOL); or (3) extend the individual's scheduled workday (not beyond 1800 hours) to compensate for tardiness. Employees must be productively engaged in work assignments even though a supervisor may not be present.

Supervisors will approve or disapprove individual requests for alternative work schedules within the guidelines established herein and will ensure that employees on AWS work or otherwise account the appropriate number of work hours plus lunch break.

Schedules in approved alternative work schedule requests will be adhered to by supervisors and employees subject to supervening unit mission exigencies and such leave as may be approved in accordance with existing directives.

Supervisors may deny an employee request for continuation on an alternative work schedule if documented substantiation of the employee having abused the AWS privilege exists in the supervisor's work folder. The employee may also be subject to disciplinary action.

Security measures as prescribed by existing regulations will be maintained.

e. New employees may not be permitted to work alternative work schedules for the first 90 days. Employees who are rated less than acceptable may not be permitted to work alternative work schedules.

f. TDY/Details. The AWS will be terminated for the involved pay periods if an employee is going TDY for training and other purposes. If an employee participates in the AWS program and is involuntary detailed, upon termination of the detail and return to his/her position, the employee will resume the same AWS as before the detail.

No training assignment or TDY will result in the loss of pay or forced use of leave. Some exceptions may be: shift differentials, scheduled overtime, environmental differential, hazard pay, etc.

SECTION 11.7. Fair Labor Standards Act requires payment for overtime for all work, which the Employer suffers and permits to be performed. Any work performed by nonexempt employees for the benefit of the Employer, whether requested or not is working time if the Employer knows or has reason to believe it is being performed. Employees performing such work may become entitled to compensation for overtime work. No overtime payment will be made in conjunction with Compressed Work Hours.

ARTICLE 12

POSITION DESCRIPTIONS AND CLASSIFICATION

SECTION 12.1. INTENT. Each employee is entitled to a complete and accurate position description, which shall be reviewed with the supervisor as necessary, but no less than once every two years, or upon employee request.

SECTION 12.2. Audit findings will be discussed with the employee occupying the audited position by the supervisor. Upon request of the incumbent employee, the employee may make a written or oral presentation to the classifier concerning the classification action. If requested by the employee, an AFGE representative may make such presentation on the employee's behalf and/or may accompany the employee. Full consideration will be given to any presentation on behalf of the employee.

SECTION 12.3. Positions offered outside the local commuting area to employees whose positions have been downgraded and who are entitled to retained grade or retained pay protections under Title VII of the Civil Service Reform Act, may be declined by the employee and shall not be mandatory reassignments.

SECTION 12.4. AGENCY COMPLAINTS AND APPEALS. Employees may request, through their immediate supervisor, a review of the position. The Employer will conduct a review of the employee's duties and responsibilities to determine the proper classification. The employer's representative shall discuss the classification with the employee and supervisor. In such discussions, the employee shall have the right to be accompanied by the Union Representative. If a satisfactory resolution to the employee's complaint is not reached, the employee may appeal as follows:

- a. Federal Wage System employees may appeal through the Agency appeals procedures and then to the Office of Personnel Management.
- b. General Schedule employees may first appeal through the Agency appeals procedure or go directly to DoD Civilian Personnel Management Service then on to the Office of Personnel Management.

SECTION 12.5. Matters arising pertaining to work assigned that is not described in the content of the position description may be grieved by an employee using the Negotiated Grievance Procedures outlined in Article 7 of this Agreement.

SECTION 12.6.

- a. Each position covered by this Agreement that is established or changed should be accurately described in writing and classified to the proper occupational title, series, code and grade.
- b. Title 5 position descriptions must clearly and concisely state the principal and grade controlling duties, responsibilities, and supervisory relationships of the position.

c. Employees will be furnished a current, accurate copy of the description of the position to which assigned at the time of assignment and upon request.

d. Position descriptions will be kept current and accurate, and positions will be classified properly. Employees shall be properly compensated for duties performed on a regular and recurring basis as identified on an official position description. Changes to a position will be incorporated in the position description to assure that the position is correctly classified/graded to the proper title, series, and grade. Incidental changes may be made in the form of pen and ink notations on the position description as requested by management.

e. Employees dissatisfied with the classification of their positions should first discuss the problem with their supervisors. If a supervisor is unable to resolve the issue to the employee's satisfaction, the employee can discuss the matter with the appropriate staff member in the CPF who will explain the basis for the classification/job grading. An employee and/or the Local, upon request, will have access to the position description, organizational and functional charts, and other pertinent information directly related to the classification of the position. This informal classification review process should be completed in a reasonable period of time. As appropriate, desk audits will be performed at the employee's work station. If the employee still believes there is an inequity, an appeal may be filed with the Agency or OPM as appropriate. An employee may file a classification/job grading appeal at any time through appropriate channels.

f. Vacant positions will not be posted until the appointing authority assures that they are authorized, properly described, evaluated, and classified according to series, title, and grade.

g. No position(s) will be downgraded without a thorough review. For a downgraded position, the employee's pay and grade will be maintained on an incumbent basis in accordance with law and regulations.

h. Delegations of authority for the classification of positions will be specified in Agency policies and regulations.

SECTION 12.7

a. Title 5 positions will be classified by comparing the duties, responsibilities, and supervisory relationships in the official position description with the appropriate classification and job grading standard.

b. The Agency will apply newly issued OPM classification and job grading standards within a reasonable period of time.

c. The Agency will provide the Local with copies of any Agency guidance provided to OPM in connection with any classification standards.

SECTION 12.8

a. The Agency will provide employees and Locals with copies of procedures for filing classification appeals through the Agency or OPM channels upon request.

b. Employees or their representatives should submit their classification/job grading appeals through the local Civilian Personnel Flight. The CPF will forward the appeal to the Agency or OPM as appropriate as quickly as possible. A copy of the classification appeal package will be provided to the employee concurrent with forwarding the package to the appropriate appellate agency. This does not preclude an employee from filing a classification/job grading appeal directly to the Agency or OPM as appropriate.

c. An employee who files a classification appeal is entitled to a copy of the classification appeal file.

d. General Schedule and Federal Wage System employees who file appeals with the Agency concerning the title, series and grade, and/or coverage of their position will have their appeal decided within a reasonable period of time. Classification appeal decisions will be forwarded to the Local when the appellant has officially requested representation by the union.

SECTION 12.9.

The effective date of a personnel action taken as a result of an appeal should be accomplished IAW law and regulations.

ARTICLE 13

SAFETY AND HEALTH

SECTION 13.1. The Employer will comply to the extent possible with all applicable directives to maintain safe working conditions for the employees. Where full compliance is not immediately achievable, all practical abatement actions will be accomplished in the interim. The Union will cooperate to that end and will encourage all employees to work in a safe manner. The Union and the Employer mutually recognize that each employee has the primary responsibility for his/her own safety and the obligation to know and observe safety rules and practices for the protection of himself/herself and others.

SECTION 13.2. SAFETY REPRESENTATION. The Union will appoint a representative and/or alternate to the Air Force Occupational Safety, Health and Fire Prevention Committee (AFOSHFPC), and Union-specific inputs to the AFOSHFPC shall be submitted through that channel. A system of safety representation shall be established by the Union as herein stipulated to augment and support the Employer's duly established safety program. Each shop having five (5) or more unit employees shall have a Shop Safety Representative (SSR) appointed by the Union. The role of the SSR is to actively promote and support compliance with safe work practices, conduct needed safety education and assist in hazard/mishap reporting and resolution. In matters of hazard reporting and resolution, the SSR will work with the shop supervisor and organization representative. All SSR's of various shops within each organization will meet at least quarterly when the proposed AFOSHFPC agenda is published, with the organizational safety representative to exchange information of pertinent safety matters to specifically include applicable AFOSHFPC items. One SSR in each unit shall maintain such records as are appropriate of subjects discussed. These records shall be available to Employer safety personnel and authorized Union Representatives. The SSR will attend Unit Safety Representative Training and Supervisory Safety Training provided by Wing Safety to ensure compliance with OSHA and AFOSH standards.

SECTION 13.3. There shall be an annual internal safety inspection of all areas occupied by Unit employees. The Employer agrees to provide the Union President, or his/her designated representative, access to unrestricted Employer-maintained internal safety inspections and reports. Employer further agrees to provide one copy of externally-generated unrestricted safety inspection reports. Employer further agrees to provide one copy of externally-generated unrestricted safety inspection reports to the Union President for review and file.

SECTION 13.4. The Employer will exert every reasonable effort to provide safe and sanitary working conditions and equipment to the extent possible in accordance with applicable Air Force standards and/or regulations. The Employer shall post and keep posted required safety notices informing employees of the protection and obligations as provided for in applicable guidance including this MOA.

SECTION 13.5. The Employer shall provide protective equipment/clothing and safety devices and instructions for the proper wear of equipment to employees engaged in work-related activities as required by applicable standards and regulations. It will be the employee's responsibility to properly wear this equipment when engaged in work related activities

requiring the use of such clothing and/or equipment, and to report to the immediate Supervisor any defects in issued equipment immediately. Cleaning and repair of issued clothing/equipment shall be provided by the Employer.

SECTION 13.6. Employees will not be exposed to unduly adverse effects of heat. The Employer agrees to take every reasonable precaution to insure that employees are not working under conditions which would be detrimental to their health.

SECTION 13.7. The Employer agrees to insure, to the extent possible, adequate lighting and ventilation in work areas and shall make every reasonable effort to correct overly crowded, unsuitable lighting or unventilated areas. Corrective actions shall be taken in accordance with applicable standards and/or regulations to the extent possible.

SECTION 13.8. The Employer shall encourage employees to work safely and to report any observed unsafe or unhealthy conditions to the employee's immediate supervisor. All Union Officials will report unsafe practices, equipment and conditions, as well as environmental conditions in their immediate areas which may represent health hazards. The Employer assures that no degradation or reprisal will be practiced as a result of an employee's reporting an unsafe practice or condition.

SECTION 13.9. When an employee feels that he or she is subject to conditions so severe that even a short-term exposure to such conditions would be detrimental to health or safety, he or she will report the circumstances to the Employer's representative making the decision. The Employer's representative will inspect the work area to insure that it is safe. If any doubt regarding the safety of existing conditions, the Shop Safety Representative if appointed, shall be consulted. Failure to resolve the issue shall require that a ruling be obtained from the appropriate Safety or Health official. Management shall grant an employee immediate relief if the employee has reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is sufficient time to seek effective redress through normal abatement procedures. If it is not possible to obtain Employer concurrence beforehand, then the employee may at his/her discretion terminate his/her on-duty action and immediately notify his/her supervisor. The Union or an employee or group of employees who believes that work is being required under conditions which are unsafe or unhealthy beyond the normal hazards inherent in the operations in question may file a grievance. When short-term exposure requires immediate solution and it is not possible to obtain employer concurrence beforehand, then the employee may at his/her discretion terminate his/her on-duty action and immediately notify his/her supervisor.

SECTION 13.10. Employees will report to their supervisor immediately all injuries or illnesses which occur on the job, no matter how slight.

SECTION 13.11. In case of an on-the-job injury or illness, the employee's Supervisor will provide the employee the appropriate OWCP forms. The Supervisor in conjunction with the employee shall insure that the forms are accurately completed and forwarded in a timely manner. The Employer shall notify the Union of mishaps involving lost workdays.

SECTION 13.12. The Employer shall normally process and forward completed injury forms to OWCP. The Employer agrees to review all forms for completeness prior to submission to OWCP and to contact the employee's immediate supervisor for any needed corrections or omissions.

SECTION 13.13. Employees who are temporarily unable to perform their assigned duties due to on-the-job injuries, but who are capable of returning to or remaining on duty, may be detailed to a work assignment compatible with their physical condition, or their regularly assigned duties may be tailored to accommodate the temporary physical limitations.

SECTION 13.14. Employees are required to keep all appointments at the base medical facility. Work areas, which would require employees to receive an occupational medical examination, will be identified by Bio-environmental Engineering. If significant medical findings are encountered by the occupational medical exams, the medical facility will disseminate the appropriate medical information and related administrative notifications.

SECTION 13.15. The Agency agrees there will be no restraint, interference, coercion, discrimination, or reprisal directed against an employee for filing a report of an unsafe or unhealthful working condition or for participating in Department Occupational Safety and Health Program activities or because of the exercise by an employee on behalf of herself or others, of any right afforded by Section 19 of the Occupational Safety and Health Act, Executive Order 12196, or 29 CFR 1960.

Section 13.16. SAFETY & HEALTH RECORDS

a. The Agency agrees to compile and maintain records required by the Occupational Safety and Health Act and Air Force Safety and Health Programs. The log and summary of all recordable occupational illnesses shall, upon request, be made available by the employer to any employee, former employee, and to their representative for examination and copying in a reasonable manner and at reasonable times. The employee, former employees, and their representatives shall have access to the log for any establishment in which the employee has been employed. Access of information will be consistent with the Freedom of Information Act and Privacy Act. The union will have access to any information relating to occupational injuries or illnesses in addition to the information available as stated above IAW Title 29.

b. The union may identify employees who occupy positions that carry potential risks to their health. Potential Health risk will be monitored and all efforts made to eliminate the risk to the employee.

ARTICLE 14

PERFORMANCE/INCENTIVE AWARDS

SECTION 14.1. The Employer agrees that the Union shall have one (1) representative on the Incentive Awards Committee. Said representative will observe in deliberations and discussions with respect to planning the incentive awards program, stimulating participation, establishing goals and targets evaluating progress, and appraising employees under the Performance Management Program.

SECTION 14.2. The Employer agrees to institute a continuous training program for supervisors and managers designed to assist them in carrying out their performance/incentive awards activities, and to provide information to all employees so that they understand the benefits to be derived from the program and are encouraged to participate.

SECTION 14.3. An agency may grant a cash, honorary, or informal recognition award, or grant time-off without charge to leave or loss of pay consistent with chapter 45 of Title 5, United States Code.

SECTION 14.4. The incentive award program must be adequately funded in order to comply with the spirit of the law and Air Force policy on civilian performance and productivity. A percent of the civilian pay budget will normally be set aside for this purpose. The percentage amount will be established each year by the Financial Management Board based on past history and projected yearly funding. The union will be notified of the total amount set aside for awards.

SECTION 14.5. If funds are not available, other types of non-monetary awards will be considered.

SECTION 14.6. Time off awards are an alternate means of recognizing the superior accomplishments of employees with other than monetary or non-monetary awards. Awards days consist of an employee's 8 hour workday, 9 hour (5-4-9) workday or 10 hour (4-10) workday. The cumulative awards day hours may not exceed 80 hours per rating/fiscal year. The justification for time-off awards may be as simple as meeting or exceeding a team, project, flight, squadron or organizational goal. Blanket award days may be approved by commanders or their designees for teams, project members, flights, squadrons or organizations when more than one employee participates in the achievement of projected goals. Award days may be taken, with approval of the supervisor (and the concurrence of the employee) in lieu of cash awards.

ARTICLE 15

DISCIPLINE

SECTION 15.1. GENERAL:

a. The procedures criteria outlined in this article shall be observed in any Employer action to discipline Unit employees. Disciplinary actions against all employees, must be based on just cause, and be consistent with applicable laws and regulations.

b. Counseling sessions conducted by supervisory and/or management officials with Unit employees, resulting in entries in the Supervisor's Employee Work Folder shall be contemporaneously initialed and dated by the employee. Should the employee refuse to initial and date, the supervisor will note that fact in the Supervisor's Employee Work Folder.

c. Employees affected by disciplinary or adverse action shall be advised by the Employer of their rights under Article 7, Negotiated Grievance Procedure.

d. When requested formally and in writing, any material relied on to support the reason(s) for a proposed disciplinary action will be open to review by the employee, the employee's representative, or the employee's designated physician where the proposed disciplinary action being proposed could result in an adverse action against one or more bargaining employees. Material which cannot be shown to these individuals because its disclosure would violate a pledge of confidence, or because it is in some way restricted or classified, cannot be used to support reasons for the action unless such material can be obtained in a form which can be made available for the employee(s), their representative, or physicians review. The above is considered an appropriate arrangement for any proposed disciplinary action that may result in an adverse action against bargaining unit employees. Any materials provided as a result of the above may be sanitized to a degree so as not to divulge confidential informants, social security numbers and other pertinent information management deems appropriate provided that sanitized material, statements, including depositions are clear enough in merit and objectivity as to who, what, when, where so as a third party can make a reasonable determination as to the weight to be given to the evidence/materials. Materials and evidence that are not provided to employees, their representative, or designated physician in any form may not be presented to a hearing officer, administrative judge or an arbitrator under this section.

e. Disciplinary action against bargaining unit employees may not be on an ill-founded basis but must be based on just cause and sufficient cause.

SECTION 15.2. INVESTIGATIONS AND INVESTIGATORY INTERVIEWS:

a. Prior to proposing and/or effecting a disciplinary action against a Unit employee, the Employer shall attempt to ascertain all pertinent facts, both for and against the employee, which shall include meeting with the employee(s) involved to obtain his/her views.

b. The employee is entitled, upon request, to have Union representation if the

employee reasonably believes that the discussion may result in disciplinary action. If the employee requests such representation, no further questioning will take place until the representative is present.

SECTION 15.3. NOTICES OF PROPOSED DISCIPLINARY ACTIONS.

Notices of proposed disciplinary actions will be in writing with the exceptions of oral admonishments and written reprimands. Procedures for issuing oral admonishments and written reprimands are discussed in Section 15.5 of this Article.

a. Suspension of 14 days or less. These actions require a 15 calendar day proposed notice, unless there is a reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reasons for the proposed action. The notice will include the following:

1. Specific reasons for the proposed action stated in sufficient detail to preserve the employee's right to reply to the reasons.

2. The employee's right to reply to the reasons orally, as well as, in writing to the official proposing the action within 10 workdays following the date of receipt of the written proposal, and to furnish other documentary evidence in addition to affidavits to support the reply.

3. The right to be represented by an attorney or other representative which may be a Union representative.

4. The right to official time in the preparation and presentation of oral and/or written replies.

5. The right to review the materials relied on to support the reasons for the proposed action and the location where these materials may be reviewed.

b. Suspensions for more than 14 days, reduction in grade and pay, or removals as a result of discipline. These proposals require at least 30 days advance notice unless there is a reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reasons for the proposed action. The notice will contain the following:

1. Specific reasons for the proposed action stated in sufficient detail to preserve the employee's right to reply.

2. The employee's right to reply to the reasons orally, as well as, in writing to a higher level official, when there is one, than the official who proposed the action, within ten workdays following the date of receipt of the proposal, and to furnish other documentary evidence in addition to affidavits to support the reply.

3. The right to be represented by an attorney or other representative which may be a Union representative.

4. The right to official time in the preparation and presentation of oral and/or written replies.

5. The right to review the materials relied on to support the reasons for the proposed action and the location where these materials may be reviewed.

SECTION 15.4. NOTICES OF FINAL DECISION.

a. A disciplinary action requiring a written proposed notice to the employee must be followed by a final decision in an expeditious manner following the time allowed the employee to reply to the charges contained in the proposed notice.

b. A statement shall be included on all letters of proposed disciplinary actions and decision letters to employees indicating their right to determine whether or not AFGE Local 153 will receive a copy of the action letter(s). The following certification shall be attached to the proposed and final decision letter:

"I DO _____ / DO NOT _____ DESIRE THAT AFGE LOCAL 153 BE FORWARDED A COPY OF THIS ACTION".

EMPLOYEE'S SIGNATURE

c. In the event an unfavorable final decision is issued, the employee shall be advised that he or she has the right to grieve the decision under the Negotiated Grievance Procedure or appeal to the Merit Systems Protection Board (for adverse actions), but not both. The appropriate MSPB address shall be included in the letter as well as the name and duty phone of the Union President, should the employee choose to seek redress under the Negotiated Grievance Procedure.

SECTION 15.5. ORAL ADMONISHMENTS AND WRITTEN REPRIMAND

a. A performance evaluation discussion or a counseling session is non-disciplinary. It is not intended to penalize or to discipline the employee but, rather, is used to provide guidance, encouragement, or instruction.

b. An oral admonishment is an oral interview between the immediate supervisor and the employee concerning an apparent misconduct or delinquency. It is the least formal and least severe of disciplinary actions. Once the supervisor determines that there is an apparent misconduct or delinquency, the supervisor must gather the facts in accordance with Section 15.2 herein, and privately interview the employee with his/her representative, if appropriate. The employee has the right to express his/her views with respect to the circumstance. If the supervisor determines that the oral admonishment is warranted, the employee is informed with an explanation of why. The supervisor will make a brief pencil entry in the Supervisor's Employee Work Folder to document the action and the date of occurrence. The action will remain in the Supervisor's Employee Work Folder for a period of two years after which time

the action will be removed. The employee shall be given the opportunity to initial and date the entry to acknowledge receipt of the action.

c. In the establishment of a progression of penalties, a reprimand may be made more severe by indicating that it is a "severe reprimand" as opposed to a "reprimand". A reprimand will not be given an employee who has failed to meet management's expectations when the reasons are not within the employee's control. The supervisor will determine after gathering the facts whether it was within the employee's control. The supervisor, prior to giving an employee a written reprimand will:

1. Gather all the available facts;

2. Interview the employee in private; and inform the employee that the purpose of the interview is a proposed written reprimand; and that the employee has a right to a Union representative if he/she so requests. No further discussion will take place until a union representative is present. State that this interview is oral notice of a proposed written reprimand, state the problem and identify what Air Force regulation, if applicable, the Employer feels the employee has violated. An employee will be given reasonable time to reply not to exceed five (5) workdays.

3. Consider the employee's reply to include interviewing any witnesses or other employees that the employee has identified as having pertinent knowledge of the situation for which the proposed written reprimand is being considered.

4. Advise the employee that a decision will be made as promptly as possible and that all available information will be considered.

SECTION 15.6.

a. As exclusive representative, the union shall be given the opportunity to be present at any examination of an employee in the bargaining unit(s) by a representative of the Agency in connection with an investigation if:

1. The employee reasonably believes that the examination may result in disciplinary action against the employee, and

2. The employee requests representation.

b. The right to union representation is not intended to interfere with the routine interaction between supervisors and employees in the normal course of a work day.

c. When management determines an investigatory interview is necessary and where the employee is a potential recipient of disciplinary action, the employee shall be advised by the supervisor/investigator of the general nature of the interview. This should prompt the employee to request a union representative's presence if desired.

d. Delay of investigation :

1. Once an employee makes a valid request for union representation, the burden shifts to the employer to: (1) grant the request; (2) discontinue the interview; or (3) offer the employee the choice between continuing the interview unaccompanied by a union representative or having no interview at all.

2. While the employer and the union must act reasonably to accommodate the request of the employee for union representation, the employer need not unduly delay an investigation until a representative is available.

e. Role of the union representative during an investigation: Management has no duty to bargain with the union representative at an investigatory interview. The representative is present to assist the employee, and may attempt to clarify the facts or suggest other employees who may have knowledge of them. The employer is free to insist that it is only interested at that time in bearing the employee's own account of the matter under investigation .

ARTICLE 16

LABOR-MANAGEMENT RELATIONS TRAINING

SECTION 16.1. The Employer agrees to grant official time to employees who are Union officials for the purpose of attending Union-sponsored training sessions, provided the training is of mutual concern to the Employer as well as the employees in their capacities as Union Representatives. Official time for this purpose will be granted as follows:

- a. The Union will be allowed to utilize 500 hours per year with no single Union Representative utilizing more than 40 hours each year.
- b. The Employer recognizes that there may be an occasion when the Local may have a need to have a representative attend a Union sponsored training session that would exceed the 40 hours. In this event, the Employer agrees to allow three representatives no more than 56 hours of Union sponsored training for that year. In no event will the total official time granted to the Union exceed the total hours authorized per year.

SECTION 16.2. In case the Agreement is automatically renewed after the initial three (3) year term, official time for training will be granted based on the above.

ARTICLE 17

TRAINING AND CAREER DEVELOPMENT

SECTION 17.1. DETERMINATION. Employees are presumed qualified for their duties upon selection for employment. The parties recognize that additional training or retraining may be required to assure employees maintain competency.

SECTION 17.2. TRAINING PROGRAMS. The Employer is responsible for determining if training programs should be established to improve employee efficiency. Employees affected by reduction-in-force will be given priority training pending budgetary restraints.

SECTION 17.3. TRAINING NEEDS. Fair and equitable treatment will be given to the need of all employees in their selection for training under the guidance of Title 5, United States Code (U.S.C.), Chapter 41. The Education Center and supervisory personnel are responsible for identifying training needs on an annual basis. Union training requirements for official representatives or recognized employee organizations shall be submitted by the Union President or designee to the Education Center for consideration.

SECTION 17.4. PROCEDURES. Training programs are developed through the annual training needs assessment conducted by line supervisors. Needs for training conducted through Pipeline Management System (PMS) are forecast for outyears. Input is to the Education Center through functional managers. Training needs identified by official representatives of the recognized labor organization must be on the appropriate form and must include in writing rationale for the request and submitted through the first-line supervisor. The Employer should evaluate the rationale given for such training and at his/her option, forward to the functional manager for input to the Education Center for approval.

SECTION 17.5. ATTENDANCE. The Employer retains the right to determine if training will enhance the employee's ability to perform current duties, however, final approval rests with the Civilian Training Officer consistent with the intent and rule of any applicable regulation pertaining to said training.

SECTION 17.6. ON-THE-JOB-TRAINING. If an employee is required to train a new employee, the supervisor will provide, whenever the supervisor deems necessary, additional help in the position to compensate for the time spent training the new employee. If an employee's work falls behind due to training another employee, management shall provide help, if available and deemed necessary, by the supervisor to bring the work up-to-date.

SECTION 17.7. SCHEDULING. It shall be a matter of interest and concern for the Employer and the Union that appropriate training courses be scheduled, whenever possible, during the basic workweek. The Employer has the responsibility of scheduling required recertification training for employees in positions that by law, rule, or regulation require recertification training on a reoccurring basis. This required training shall take place before the current certification of the employee expires.

SECTION 17.8. RECORDS. The Employer agrees to record training accomplishments in the employee's record through an automated system.

SECTION 17.9. TUITION ASSISTANCE. The Employer agrees to extend every reasonable consideration to the payment or reimbursement for tuition, as appropriate, for an employee to attend work-related courses on his/her own time to improve employee performance of current official duties. Such training will be requested by the supervisor to the Education Center at least forty-five (45) days prior to registration time and the Employer shall reply at least fifteen (15) days prior to the registration date, if possible. Partial or full payment/reimbursement of tuition, if approved, shall be in accordance with existing policies and regulations, and will only involve approved facilities.

SECTION 17.10. REQUIRED TRAINING. Training to meet identified deficiencies in an employee's performance of his or her current position as specified in his/her current position description and the Standards and Elements of AF Form 860/core document, will be conducted while the employee is in a duty status. Such training is designed to bring employee's performance up to an acceptable level as determined by the supervisor. Training to provide an employee the knowledge or skills to perform new duties or responsibilities as specified in his or her current position description and the Standards and Elements of AF Form 860/core document will also be conducted while the employee is in a duty status. This is training in revised procedures, products, or processes so that the employee may perform the duties and responsibilities of his or her current position at an acceptable level. Employees required to perform or produce new or revised procedures, products, or processes will normally be trained in these procedures, products, or processes prior to being rated less than fully successful on any element of the AF860A/core document.

SECTION 17.11. SELF-DEVELOPMENT. The Employer and the Union recognize that each employee is responsible for applying effort, time and initiative in increasing his or her potential value through self-development and training. The Employer and the Union agree to encourage employees to take maximum advantage of training and education opportunities, which will add to the skills and qualifications needed to increase their efficiency.

ARTICLE 18

LEAVE

SECTION 18.1. ANNUAL LEAVE.

a. Annual leave will be earned in varying amounts, depending on type of appointment, position held, hours worked, and length of service.

b. Scheduling of Annual Leave.

(1) The intent of this provision is to allow employees to schedule preferred leave periods during the year and to allow the supervisor the opportunity to identify any conflicts between employee's requests. In no way does this provision prohibit an employee from requesting additional leave days needed throughout the year. For bonafide emergencies, leave will be granted if at all possible.

(2) Annual leave will be administered on a uniform and equitable basis as outlined in appropriate laws and regulations. Supervisors will, not later than the first full pay period of each leave year, issue written notice to their employees asking for preferred leave requests to be submitted not later than 15 February of the leave year. The supervisor will identify in the notice any time periods during the leave year that employees may be restricted from taking leave due to workload requirements. The notice should also require employees to submit their first and second preferred leave requests for leave which shall be for at least five (5) consecutive days. Upon receipt of the preferred leave requests of employees, the supervisor will attempt to resolve identified conflicts.

(3) If a conflict exists between two or more employees scheduled at the same time, the supervisor will meet with the concerned employees in an effort to work out an acceptable compromise. If a compromise cannot be mutually agreed to, then the employee having the earliest service computation date will be given priority for the requested time. If an employee utilizing the "SCD provision" has two or more conflicting dates, he/she can only use the "SCD" once until every other employee has exercised this right.

(4) The supervisor will, no later than 1 March of the leave year, have all projected leave scheduled for the entire leave year.

(5) To the extent workloads permit, management will make every effort to not cancel annual leave. In any event, when an employee's scheduled leave is canceled by the supervisor or the employee, a full explanation will be furnished to the other party and leave will be rescheduled if appropriate.

(6) In requesting leave under the provision of this article, the employee shall notify his immediate supervisor or a person designated by the immediate supervisor or the next level supervisor as soon as possible, before or after the start of the employee's work tour. This will normally be within two hours after the work tour begins and the employee will report to the supervisor when he/she expects to return to duty if known. When the duration of annual leave

is to exceed the time originally conveyed to the supervisor the employee will inform the supervisor the need for additional annual leave as soon as possible. If the employee is not able to make the call, someone else may make it on their behalf and will state the reasons the employee was unable to call, as well as the anticipated duration of the absence and the telephone number or address where the employee can be reached. If telephone facilities are not available, mail channels should be used on the first day of the requested leave. This notification does not constitute automatic approval of the leave . Unless the supervisor hears from the employee within the second hour, AWOL charges may be recorded on the time and attendance card. If circumstances exist, or subsequently reveal that the employee was not negligent, AWOL charges will be deleted, and with the consent of the employee, will be charged to annual leave.

SECTION 18.2. ADVANCED ANNUAL LEAVE. All the annual leave which an employee will earn during the leave year is available for use at any time during the leave year, providing the request for advance annual leave is approved by the employee's supervisor.

SECTION 18.3. SICK LEAVE.

a. Sick leave will be earned in varying amounts depending on the type of appointment, position held, and hours worked. Usually, sick leave is earned at the rate of one (1) hour for every twenty (20) hours worked.

b. Sick leave, if available, shall be granted to regular employees when incapacitated for performance of duties by sickness, injury, quarantine, or illness resulting from immunizations or vaccinations (whether or not required as a condition of employment); for medical, dental, or optical examination or treatment, including periodic physical examinations for retention of status in a Reserve component of the Armed Forces of National or State Guard; or 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 when, through exposure to a contagious disease, the presence of the employee at work would endanger the health of others.

c. Leave for prearranged medical, dental or optical examinations or treatments must be requested as soon after the appointment is made as possible. Employees should secure such appointments outside their scheduled duty hours when possible.

d. In requesting sick leave under the provisions of this article, the employee shall notify his immediate supervisor or a person designated by the immediate supervisor or the next level supervisor, of his/her incapacitation for duty as soon as possible before or after the start of the employee's work tour. This will normally be within two hours after the work tour begins and the employee will report to the supervisor when he/she expects to return to duty, if known. When the duration of sick leave is needed to exceed the time originally conveyed to the supervisor, the employee will inform the supervisor of the need for additional sick leave as soon as possible. If the employee is not able to make the call, someone else may make it on their behalf and will state the reasons the employee was unable to call, as well as the anticipated duration of the absence and the telephone number or address where the employee can be reached if known. If telephone facilities are not available, mail channels should be used on the first day of the requested sick leave. In unusual circumstances, or emergency situations, the

above procedures would not apply. Unless a supervisor hears from the employee within the second hour, AWOL charges may be recorded on the time and attendance card. If circumstances exist, or subsequently reveal, that the employee was not negligent, AWOL charges will be deleted, and with the consent of the employee, will be charged to sick leave.

e. Sick leave of three (3) or less consecutive workdays will not require a medical certificate. Sick leave of more than three (3) consecutive workdays must be supported by a medical certificate or other acceptable statement approved by the supervisor. If the employee is out sick for more than three (3) consecutive workdays and not attended by a physician, the employee's personal written statement as to the nature of the illness and that the employee was incapacitated for duty will normally be accepted in lieu of a doctor's certificate, except as set forth in Section 18.4 below. The certificate must cover all absence beyond the third workday and show that the employee was incapacitated for duty the entire period covered by the certificate. In cases of extended illness, medical certificates may be required periodically, if necessary, to establish the employee's continued incapacity to return for duty. Sick leave due to exposure to a contagious disease must be supported by a medical certificate regardless of the length of absence.

f. An employee returning from sick leave, substantiated by a statement from his or her personal physician, will not be routinely required to be examined by a Federal medical officer unless his or her absence was due to contagious or infectious disease, major surgery, coronary illness, or as required by applicable regulations. A recommendation by an employee's personal physician that the returning employee be assigned to light duty for a reasonable period must be received by the supervisor before the employee may return to work if it is fairly certain that the employee can perform a duty reasonably well for the condition.

g. Light duty or duty restrictions may be offered by the supervisor to employees when physically unable to perform the full range of their official duties due to illness or injury.

SECTION 18.4. SICK LEAVE ABUSE.

a. A low sick leave balance alone may not be reason for considering an employee a leave abuser. The supervisor will consider if the low balance was caused by extended or lingering illness and/or recovery from surgery or accident. Notice of questionable sick leave records should not be based on sick leave absences that have been supported by a certificate signed by a physician or a recognized practitioner or for the day the employee has been sent home by the supervisor. If it appears an employee may be abusing sick leave, the supervisor will look further into the individual's past leave records, using available sick leave data to obtain more information.

b. Examples of misusing sick leave or a trend of abusing sick leave are:

1. Absence after pay days
2. Sick leave before or after holidays
3. Monday-Friday sick leave, consecutive work days
4. Absences during heavy workloads of undesirable duties

5. Intermittent sick leave use of short durations
6. Sick leave being used as soon as it is accrued

c. Supervisors will counsel employees in an attempt to resolve/eliminate sick leave abuse problems.

d. Once a supervisor has identified sick leave abuse, the employee should be given written notification requiring the employee to provide doctor's certificates for any absences for which sick leave is requested. This notice will include the following information::

1. that all future requests for sick leave must be supported by a medical certificate.
2. the period of time for which a certificate will be expected; i.e., one hour, three hours, etc.
3. the anticipated duration when the supervisor may consider lifting the restriction.

An exception to this policy may apply to those employees reporting for duty and subsequently becoming obviously ill or sick and unable to complete the duty day.

e. Sick leave must be requested on the first day of the absence and on every additional day of absence, unless the supervisor expressly relieves the employee of this requirement. The supervisor will normally relieve the employee of this requirement on receipt of medical documentation from the treating physician stating the employee is incapacitated for duty and may not return to work until a specified date. The requirement to furnish doctor's certificates, once imposed, will be reviewed periodically to determine if it should be continued. At the time of the review, the employee will be counseled and advised in writing if the requirement is to be continued or canceled. The supervisor should take care to be firm, fair, and consistent in resolving sick leave abuse.

SECTION 18.5. ADVANCED SICK LEAVE. Sick leave becomes available for use at the beginning of the pay period during which it is earned. In case of serious disability or illness, career or career conditional employees may be advanced up to thirty (30) days of sick leave. Such a request for advance sick leave may be made in accordance with the applicable regulations. The final approving authority rests with the employee's supervisor authorized to approve leave. The employee or someone on his or her behalf must submit sufficient evidence that will permit the supervisor to reasonably conclude that the employee will be able to return to duty for a sufficient period of time that will allow the employee to earn the amount of advance sick leave requested. The request for advance sick leave will be in writing, signed by the employee or someone on his or her behalf, addressed to the immediate supervisor, accompanied by a physician's statement reflecting the prognosis and the anticipated date the employee will be able to be released for partial or full duty. Except under unusual circumstances beyond the control of the employee, or someone acting on behalf of the employee, retroactive requests for advance sick leave will not be honored.

SECTION 18.6. VOLUNTARY LEAVE TRANSFER PROGRAM.

As authorized by 5 CFR Subpart I, employees are entitled to donate and receive leave for medical emergencies. By reference, the definitions, eligibility criteria and administrative provisions pertaining to a Voluntary Leave Transfer Program contained in 5 CFR 630 Subpart I are incorporated into this Agreement.

SECTION 18.7. FEDERAL EMPLOYEES FAMILY FRIENDLY LEAVE ACT (Public Law 103.388). The parties agree to abide by the provisions of 5 CFR Part 630 concerning sick leave.

SECTION 18.8. FAMILY AND MEDICAL LEAVE. The parties agree to abide by the provisions of all laws, rules and regulations as applied to the specific individual. Attached (See Atch 1) is a "Sample Format" of "Certification by Employee's Health Care Provider for Employees Serious illness" that may be used and/or modified as deemed appropriate on a case-by-case basis.

Employees will check the appropriate box on the SF 71, Request for Leave or Approved Absence, invoking their entitlements to ensure bargaining unit employees are notified of their specific entitlements to family and medical leave.

1. All bargaining unit employees (excluding temporary employees with a time limitation of one year or less and intermittent employees) who have completed 12 months of service (not required to be recent or consecutive) and which 12 months was not as a temporary employee with an appointment of 12 months or less as an intermittent employee, are entitled to a minimum of 12 administrative workweeks of unpaid leave during any 12 month period for certain family and/or medical needs.

2. Bargaining unit employees are entitled to this leave for one or more of the following reasons:

- a. the birth of a son or daughter of the employee and the care of such son or daughter;
- b. the placement of a son or daughter for adoption or foster care;
- c. the care of a spouse, son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition; or
- d. a serious health condition of the employee that makes the employee unable to perform any one or more of the essential functions of his or her position.

3. A bargaining unit employee may invoke his/her entitlement to family or medical leave under paragraph (I) above, subject to notification and/or medical certification when required.

SECTION 18.9. MILITARY LEAVE.

A full time employee who is a member of the Reserves or National Guard and whose appointment is not limited to one year or less, accrues fifteen (15) days of military leave each year. Any military leave (not to exceed 15 days) which is unused at the beginning of the

succeeding fiscal year is carried forward for use in addition to the days which are credited at the beginning of the fiscal year. This means that full-time employees may accrue and have available for use a maximum of thirty (30) calendar days of military leave in the fiscal year. When a member of the Reserve or the National Guard is ordered to perform full-time active duty for law enforcement (see 5 U.S.C. 6323(b)), military leave not to exceed 22 workdays in a calendar year is authorized. Requests for Military Leave must be supported by a copy of the orders. Upon conclusion of active duty, the employee will submit a certification by the appropriate military establishment as evidence that the active duty was performed. The orders placing him/her on active duty as well as the appropriate certification of duty being completed will be furnished to the employee's supervisor. If an employee is ordered to an initial period of active duty for training with Reserve or National Guard, the employee may be granted military leave, annual leave, previously-earned compensatory time off, or LWOP as requested. Military leave does not have to be exhausted first and may be intermingled with other appropriate types of leave to perform military duty.

SECTION 18.9.1. OTHER TYPES OF ABSENCES RELATED TO MILITARY DUTY. An employee is excused without charge to leave or loss of pay for the time required for physical examination before induction or recall to active duty in the armed forces. (The term induction includes volunteering for military service.) An absence in excess of 1 day requires a justification statement from the examining station. An employee required to report for periodic physical examinations for retention of status in any Reserve component or National Guard is granted leave for the absence under applicable regulations.

SECTION 18.10. EXCUSED ABSENCE (No Charge to Leave). Employees may be excused without charge to leave for:

- a. Blood donation. Normally, the maximum excused time will not exceed four hours. Additional time, not to exceed a total of eight (8) hours is permissible in certain cases where an employee must travel an unusual distance or where an unusual need for recuperation occurs.
- b. Civil Defense activities where the employee is participating in Civil Defense matters at MacDill AFB or Avon Park AFR.
- c. Consultation with the CPF relative to Air Force employment matters, providing that appropriate advance arrangements have been made by the supervisor with the official in the CPF.
- d. Training activities sponsored by Union.
- e. Treatment of injury sustained by a bargaining unit employee in the performance of his/her assigned duties is excused without charge to leave during the time required for initial examination or treatment at a facility of the employee's choice.
- f. Except as otherwise modified by applicable law, government-wide regulations or other outside authority binding on the Agency, an employee summoned or subpoenaed in connection with a judicial proceeding by a court or other authority responsible for the conduct of that proceeding shall be authorized to attend the judicial proceeding without charge to leave

or loss of salary in the following instances:

- I. For jury duty.
 2. To appear as a witness on behalf of the Federal, District of Columbia, state, or local government.
 3. To appear as a witness on behalf of a private party in an official and job-related capacity or to produce official records.
 4. To appear as a witness on behalf of a private party in an unofficial capacity and one of the parties to the proceeding is either the United States, District of Columbia, or a state or local government.
 5. Even though no compensation is received for serving on jury duty in a federal court, employees may keep expense money received for mileage, parking, or required overnight stay.
 6. Days off and/or schedules will not be changed to avoid granting absence for court or court-related services.
 7. An employee who is granted court leave and is excused or released by the court for any day or substantial portion of a day should call their supervisor for reporting procedures.
 - g. Voting. Time off without charges to leave for the purpose of voting is excused provided the polls are closed before the employee leaves for work or arrives home from work. Such excused absence must permit the employee to report to work not later than three (3) hours after the polls have opened or leave work not later than three (3) hours before the polls close, whichever requires the least amount of time off. Normally, where the polls are open either three (3) hours before or three (3) hours after the employee's regular duty hours, no time off is granted.
 - h. Holidays. Employees are not required to work on a legal holiday or a holiday granted through Executive Order unless their services are required to carry out essential operations.
 1. When a holiday falls on a regular scheduled workday, that day is observed as a holiday. When a holiday falls on a non-workday, the day that is observed as a holiday for full-time employees with a regular scheduled forty (40) hours basic workweek is determined as specified below.
 - (a) Regular Tour of Duty. For employees whose regular forty (40) hour workweek is Monday through Friday, a holiday falling on Sunday is observed on the following Monday, and a holiday falling on Saturday is observed on the preceding Friday.
 - (b) Uncommon Tour of Duty. For employees whose regular

scheduled forty (40) hour basic workweek is scheduled on days other than Monday through Friday the day observed as a holiday is determined as follows:

(1) When Sunday is a non-workday and a holiday falls on Sunday, the next regular scheduled workday is observed as a holiday.

(2) When the employee's regular scheduled workdays include Sunday, the first non-workday in his/her administrative workweek is designated as a day in lieu of Sunday. When a holiday falls on the non-workday designated as the day in lieu of Sunday, the next regular scheduled workday is observed as a holiday.

(3) When a holiday falls on a non-workday other than Sunday, or the non-workday designated in lieu of Sunday, the workday immediately preceding the day is observed as a holiday.

i. Religious Holidays. If an employee requests from his/her supervisor time off for religious observances, such time must be repaid, based on actual time used for such purposes, which can be in increments of not less than fifteen (15) minutes. This time may be repaid before the occurrence but not later than four pay periods from date of such use. Otherwise, the amount of time previously taken for religious observances will be charged to annual and/or leave without pay as appropriate. In no event will overtime be paid for hours worked beyond the employee's tour of duty. The time taken or credited for religious observations will be annotated in the remarks section of the Time and Attendance card.

j. Administrative Leave. When normal operations are interrupted by events beyond the control of Management or employees such as fire, flood, breakdown of equipment, the Commander may issue administrative orders as prescribed by OPM directives, relieving employees from duty without charge to leave.

SECTION 18.II. LEAVE WITHOUT PAY.

a. Employees can be charged LWOP only when the employee specifically requests it or when he/she has an insufficient annual or sick leave, or compensatory time available to cover the approved absence.

b. The granting of LWOP is a matter of administrative discretion. An employee cannot demand LWOP except when a disabled veteran needs LWOP to cover an absence for medical treatment and provides statements required by AF directives; or when a Reservist or National Guardsman requests LWOP to perform military training duties; or when an employee requests LWOP under the Family Medical Leave Act (FMLA). LWOP should be granted only when it is apparent that it will result in increased job ability, protection, or improvement in the employee's health, or the retention of a desirable employee. Within these guidelines, the circumstances in which LWOP would be appropriate are numerous and will need to be examined by the appropriate supervisor and for an individual case-by-case basis.

SECTION 18.12. CHARGES TO LEAVE.

The minimum charge for either annual or sick leave usage shall be in fifteen (15) minute increments. Absences on different days will not be combined. Absences in a non-pay status (LWOP and Absence Without Leave (AWOL)) are charged in increments of fifteen (15) minutes for the actual time absent.

SECTION 18.13. ABSENCE FOR BRIEF PERIODS OR TARDINESS.

a. Unavoidable absences of less than one (1) hour and tardiness may be excused by the supervisor for adequate reasons, or charged to annual leave, sick leave, or compensatory time. If absence or tardiness is charged to annual leave, sick leave or compensatory time, the charge will be in increments of fifteen (15) minutes. If the leave or compensatory time charged to the employee exceeds the period of tardiness, the employee will not be required to work the additional time covered by the amount of leave charged.

b. Late Reporting. Dependent on hazardous weather conditions, tardiness not in excess of two (2) hours is excused. Tardiness in excess of two (2) hours may also be excused because of unavoidable delay resulting from adverse weather conditions or from disruption of public or private transportation in individual cases which are personally reviewed by the employee's supervisor. In the case of employees who do not report for duty during hazardous weather, annual leave is charged unless the supervisor concerned determines after personal review of the facts in each case, that the employee made a reasonable effort to get to work, but was unable to do so because of weather conditions. Some determinant facts are: distance between the employee's residence and place of work or mode of transportation. Excused absences cannot be granted for personal business of the employee.

ARTICLE 19

OVERTIME/COMPENSATORYTIME

SECTION 19.1. Overtime will be distributed fairly and equitably to all employees. First consideration for overtime shall be given to those employees in the same job classification performing the work during their normal duty hours. Second consideration will be given to those employees who are best qualified to do the job where overtime is required. In no case will overtime work be assigned to any employee as a reward or punishment.

SECTION 19.2. Supervisors shall maintain a record showing the overtime distribution of employees. This record distribution will be maintained on a monthly basis that reflects the date, hours worked, or whether employee declined the opportunity to work overtime, and whether the overtime was voluntary or mandatory. The supervisor will attempt to relieve an employee from an overtime schedule, if the employee so desires, providing another qualified employee is available and is willing to work such an overtime assignment.

SECTION 19.3. In accordance with Fair Labor Standards Act and applicable regulation, an employee will not be required to perform overtime work without receiving overtime pay or officially approved compensatory time off. The parties understand that Wage Grade employees will be paid overtime pay for overtime worked unless they request comp time.

SECTION 19.4.

- a. When an employee works overtime, whether covered by the Fair Labor Standards Act or exempt, such overtime will be paid in increments of fifteen (15) minutes.
- b. Employees shall be paid differential and premium pay in addition to the overtime compensation in accordance with applicable regulations.
- c. When employees in a voluntary situation indicate in advance that they will work overtime, the Employer should have an expectation that they will keep their commitment. An employee who volunteers for overtime work and fails to report as scheduled without good cause may have his or her name placed at the end of any overtime roster.
- d. Employees who are called back to work for a period of overtime unconnected to their regularly scheduled tour or who work overtime on their day(s) off are entitled to a minimum of two (2) hours overtime pay.
- e. Employees required to work through their non-duty meal period shall be paid for such time.
- f. In the event of an extension of a regular work shift into an evening or night work shift for more than a three (3) hour overtime work period, reasonable time will be allowed, when possible, for procurement and eating of food no later than three (3) hours after the overtime starts. Responsibilities while eating will be the same as regularly scheduled employees.

- g. Employees may request compensatory time in lieu of overtime.

SECTION 19.5. ON CALL /STANDBY.

- a. Supervisors may use volunteers to perform on-call or standby duty before assigning such duty to non-volunteers.

- b. Scheduled on-call will be rotated among all qualified staff. Records of on-call shall be kept by management and made available to the Union upon written request. If funding permits, employees scheduled for on-call duty shall be issued pagers or other mobile technology which will be used to notify them of a need for their return to duty.

- c. Employees will not be required to stay at home or wear and respond to beepers/pagers unless they are in a pay status. Employee participation in non- paid, on-call status shall be voluntary.

- d. Employees shall not be scheduled on-call while on annual leave.

- e. If an on-call or standby tour of duty is terminated in a work unit, the decision and reason shall be specific and in writing and forwarded to the Union to fulfill bargaining obligations.

ARTICLE20

REDUCTION-IN-FORCE (RIF)

SECTION 20.1. PURPOSE. The Employer and the Union recognize that unit employees may be seriously and adversely affected by a Reduction in Force (RIF), reorganization, or transfer of function action. The Parties agree RIF is an action that should only be taken when necessary. The Employer retains the right to conduct a RIF, decide which positions are required, where they are located, and when they are to be filled, left vacant, or abolished. Management recognizes that attrition, reassignment, furlough, hiring freeze, and early retirement are among the alternatives to RIFs that may be available. This article describes the procedures the Employer may take in the event of a RIF, reorganization, or transfer of function as defined in this Article. It is also intended to protect the interests of employees while allowing the Employer to exercise its rights and duties in carrying out their mission. The Employer agrees to uniformly and consistently apply this Article and any laws or regulations relating to any matter in this Article.

SECTION 20.2. Office of Personnel Management (OPM), Department of Defense, and Air Force regulations covering reduction-in-force (RIF) procedures for employees in the competitive service will be utilized by the Employer and the Union in carrying out their labor-management responsibilities throughout the RIF process.

SECTION 20.3. DEFINITIONS. For the purpose of this article, the following terms are defined in law and regulations and are included for informational purposes:

a. Reduction-In-Force (RIF): When the Employer releases a competing employee from his or her competitive level by furlough for more than thirty (30) days, separation, demotion, or reassignment requiring displacement, when the release is required because of lack of work; shortage of funds; insufficient personnel ceiling; reorganization; the exercise of reemployment rights or restoration rights; or reclassification of an employee's position due to erosion of duties when such action will take effect after the Employer has formally announced a reduction-in-force in the employee's competitive area and when the reduction-in-force will take effect within one hundred eighty (180) days.

b. Transfer of Function: 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; or the movement of the competitive areas in which the function is performed to another commuting area.

c. Reorganization: Reorganization is the planned elimination, addition, or redistribution of functions or duties in an organization.

d. Competitive Area: An established area in which employees compete for retention. A competitive area is defined solely in terms of the Agency's organizational unit(s) and geographical location, and it must include all employees within the competitive area so defined.

e. Competitive Level: Positions in a competitive area that are in the same grade (or occupational level) and classification series, and which are similar enough in duties , qualification requirements pay schedules, and working conditions so that an agency may reassign the incumbent of one position to any of the other positions in the level without undue interruption.

SECTION 20.4. UNION MANAGEMENT COORDINATION. The Employer agrees to meet jointly with the Union with respect to RIF actions to review and/or negotiate in accordance with this Article and applicable regulations. This shall be accomplished by the Union being allowed up to three (3) persons that will comprise the Union's RIF Committee. Prior to the implementation of any employment policy or decision concerning the RIF, the Committee will receive a copy of such proposed action and be provided time to review for impact. The primary point of contact will be representatives from the Civilian Personnel Flight and Chairperson of the Union's Committee or their designees. If either representative of the parties to meet receives a request, such meeting shall occur within the next work day unless the parties agree otherwise.

SECTION 20.5. Subject matters discussed by this Committee may encompass the items below:

a. Review of the following for the purpose of minimizing downgrades and loss of employment during the RIF process:

- (1) Retirement of any employee (including employees who have 1 year or less to qualify for a DSA or 30 years of service);
- (2) Resignation, transfers, or other loss of employees;
- (3) Declination of job offers by employees;
- (4) Any other event which creates a vacant position at or no lower than three (3) grades below (or appropriate grade) the current grade of an adversely affected employee for which he/she may qualify.

b. Restructure of vacant positions with known promotion potential to the maximum extent possible to provide placement opportunities for employees who are or may be adversely affected.

c. Restructure of vacant positions to the maximum extent possible to provide placement opportunities for employees who are or may be adversely affected. This includes requests for waivers of qualification when appropriate.

SECTION 20.6. When major reorganization or Reduction-in-Force occurs, the Employer will request, in accordance with regulatory requirements, OPM's approval to conduct discontinued service retirements for employees who may not necessarily be affected by RIF. A copy of such a letter will be forwarded to the Union.

SECTION 20.7. UNION NOTIFICATION.

a. The Employer is responsible for proper notification to the Union in conjunction with any of the actions described in this Article.

- b. For actions covered by this Article, the Employer agrees to notify the Union at the earliest possible date.
- c. All notices per Sections a and b above will be given prior to any notice to affected unit employees. Verbal notices will be confirmed in writing.
- d. A properly constructed notice to the Union under this Section shall consist, as a minimum, of the following information:
 - 1. The reason for the action,
 - 2. The approximate number, types, and geographic location of position affected, and
 - 3. The approximate date of the action.
- e. Information given to the Union will be held confidential until the official notice is given by the Employer to the affected Bargaining Unit employee(s). Release of confidential information by the Union or its designated representatives to any other Party or person will constitute a waiver by the Union of its right to be further involved in the RIF process or to receive any other information regarding the RIF.

SECTION 20.8. EMPLOYEE NOTIFICATION. Management agrees that once employee assignment rights have been determined, specific notices will normally be issued to employees affected by RIF, sixty (60) days prior to the effective date of action. The content of the specific notice shall be consistent with 5 CFR Part 351 - Reduction in Force, Subpart H - Notice to the Employee.

SECTION 20.9. EMPLOYEE RESPONSE TO SPECIFIC NOTICE: Upon receipt of a specific notice which offers a reassignment or change to lower grade, the employee shall have ten (10) work days in which to accept or reject the offer. A specific notice may be amended without change of the effective date provided the amendment does not prescribe a more severe action than was specified in the original notice.

SECTION 20.10. NOTICE OF CERTIFICATION OF EXPECTED SEPARATION. The Employer may issue a Certificate of Expected Separation to a competing employee who the Employer believes, with a reasonable degree of certainty, will be separated from Federal employment by reduction in force procedures. A certification may be issued up to six (6) months prior to the effective date of the reduction in force. The certification will contain those items required by appropriate directives.

SECTION 20.11. STOCKPILING POSITIONS AND USING VACANCIES IN RIF: The Employer will stockpile valid employment opportunities and use vacancies when determining assignment rights to minimize the impact of RIF.

SECTION 20.12. EMPLOYMENT INFORMATION: Upon employee's request, access to regulatory material, and records pertinent to their case will be provided. Explanatory material will also be provided concerning the employee's benefits and entitlements, rights to appeal or grieve the action, priority placement program consideration, and outplacement programs.

SECTION 20.13. PERSONNEL FILES: The Union may request to review bargaining unit employee's Official Personnel records at an employee's request in writing, if the employee believes that the information used to place them on the register is inaccurate, incomplete, or not in accordance with laws , rules, regulations, and provisions of this Article.

SECTION 20.14. RECORDS: The Agency will maintain all lists, records, and information pertaining to actions taken under this Article for at least two (2) years in accordance with applicable rules and regulations.

SECTION 20.15. Employees who are identified for transfer of function, separation, or change to a lower grade as a result of RIF under this Article may be excused, without charge to leave, for a placement interview for a federal position in the local area. Employees will notify their supervisor in advance of the requested date and time of the interview. Questions as to appropriateness of the use of administrative leave will be referred to the Civilian Personnel Flight. Except as provided above, absence for other placement interviews will be requested as annual leave or LWOP through the appropriate leave approving official. Such leave requests will be considered for approval consistent with work requirements and normal leave requirements.

SECTION 20.16. The Employer, in partnership with the Union, will provide assistance and guidance to adversely affected employees regarding completion of resumes, applications, and registration in placement programs. Guidance and processing will be allowed during official duty time by making arrangements through the immediate supervisor.

SECTION 20.17. DETAILS/TEMPORARY PROMOTIONS. Employees on detail or temporary promotions will not be released during a reduction-in-force from the position to which they are detailed but, rather, from the affected employee's permanent position of record.

SECTION 20.18. TRANSFER OF FUNCTION. Actions involved in a transfer of function will be taken in accordance with 5 CFR Part 351 and other appropriate directives.

SECTION 20.19. OUTPLACEMENT EXPENSES. Outplacement expenses (relocation, moving, transportation, etc.) will be paid to the maximum extent permitted under the provisions of the JTR, Volume 2.

ARTICLE 21

CONTRACTING OUT

21.1 NOTIFICATION AND PARTICIPATION. The Union will be provided written, timely notification concerning any proposal to contract out work performed by bargaining unit employees. While the Employer retains sole responsibility for all final decisions, the Union and affected employees will be given the opportunity to provide inputs during the preparation and development of the PWS and MEO. The Employer, through the functional OPR, is required to consult monthly with the Union during the development and preparation of the PWS and MEO, as well as throughout the cost comparison process. The Union will be provided a copy of the milestone chart and revisions along with applicable explanations of revisions. The Employer will notify the Union when a site visit will be conducted for potential bidders of any function undergoing a commercial activities study which contains bargaining unit employees and allowed to participate. Bargaining unit employees participating in the development of the A-76 study will not be barred from future employment if the A-76 study results in conversion to privatization. However, individuals who hold positions in the function under the A-76 study should not be members of the Source Selection Team.

21.2. REQUESTS FOR INFORMATION/SAFEGUARDING INFORMATION. The Union may request, in writing, copies on any relevant or pertinent data in connection with the implementation of OMB Circular A-76, Performance of Commercial Activities. The Employer will provide the Union, to the extent not prohibited by law or applicable regulation, data which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of mandatory bargaining. The parties agree to safeguard all information, including proprietary information consistent with applicable regulations.

21.3. UNION REPRESENTATIVE TRAINING. Upon request and availability, the Union designated primary and alternate representatives will be offered training on the contracting out process. The Agency will notify the employee's supervisor of the employee's selection for training.

21.4. COMPLIANCE WITH LAW. Any decision by the Employer to contract out work presently being performed by bargaining unit employees and procedures used will be made in accordance with OMB Circular A-76 and applicable rules and regulations. All disputes concerning the implementation of OMB Circular A-76 will be resolved through A-76 appeal procedures.

ARTICLE 22

OUTPLACEMENT

SECTION 22.1. Employer agrees that in the event of a Reduction-in-Force or a reorganization, employees who are eligible for Outplacement Program Assistance will be granted all entitlements in accordance with OPM, DOD, and AF Regulations. The primary goal of this program will be to find a position in the Federal Service for each affected employee commensurate with that employee's skills, experience, and career goals. Finding a private sector position meeting these requirements will be a secondary goal of the program. This will be accomplished by notifying Job Services of Florida of employees being displaced.

SECTION 22.2. PERSONNEL FILES: The Union and Management will jointly encourage an employee of the Unit to update their personnel files as soon as possible after a RIF or reorganization is announced. The Employer will assure that all official documents that will affect the employee's standing in the RIF will be processed and filed in the employee's record prior to the processing of a RIF or a reorganization.

SECTION 22.3. LABOR-MANAGEMENT OUTPLACEMENT WORK GROUP. The RIF Committee as discussed in Article 20 will continue to work with the appropriate CPF officials to assist in locating positions that will meet the needs of affected employees. Possible areas to explore for example will include, but not be limited to: Regional and National offices of the Office of Personnel Management; Federal job search organizations; other Federal agencies in the commuting area; state employment agencies; and private employment firms.

SECTION 22.4. ELIGIBILITY. An employee affected by RIF or reorganization will remain eligible for participation in the Outplacement Program in accordance with OPM, DOD, and AF Regulations until he/she

- a. Voluntarily separates or retires from Federal Service;
- b. Accepts a valid offer made under the program; or
- c. Refuses one (1) valid offer made under the program (for purposes of this section, a declination of a valid offer made outside of the Federal Sector will have no effect on the employee for purposes of this Article).

SECTION 22.5. DURATION. This program will remain in effect in accordance with time frame outlined in DOD, OPM, and AF Regulations or until otherwise ineligible due to declination of valid offer or withdrawal from the program. RIF requires CPF to provide affected employees all entitlements under OPM, DOD, and AF Regulations.

ARTICLE 23

USE OF OFFICIAL FACILITIES AND SERVICES

SECTION 23.1. SPACE. In order to facilitate and expedite the Labor-Management Relations Program, the Employer agrees to provide to the Union Space at the Activity to be used for a union office, union meetings and other appropriate activities, and utility services, including telephone service with access to local calls. The Union shall pay for all long distance calls made. The above will be provided at Avon Park Bombing Range for Officials of AFGE Local 153. Based on the limited availability of space a reasonable amount of time will be granted the Employer to provide such space.

SECTION 23.2. INTERNAL MAIL SERVICE. The internal mail service of the Employee shall be available for use by the Union. Union mail shall be marked "Union transmittal" and shall not be opened by the mail room. The mail service will not be used for internal Union business.

SECTION 23.3. COPIES OF AGREEMENT. Copies of this agreement will be furnished to all Unit employees and management personnel. Fifty (50) copies of the agreement will be furnished the Union for its use. The cost of printing this agreement shall be borne by the employer. The agreement shall be printed on 8.5 x 11" paper. Management shall furnish the Union a copy of the entire agreement on electronic media.

SECTION 23.4. BULLETIN BOARDS. Bulletin boards shall be available for use by the Union for the posting of notices and literature of the Union. The Agency will provide a list of buildings and locations of the bulletin boards and monitors to the Union.

SECTION 23.5. LISTS. Employee agrees to furnish to the Union, at least quarterly, an up-to-date list of all employees in the unit, showing name, position title and grade and official duty station.

SECTION 23.6. POLICY. The Employer agrees to make available to the Union and employee's Office of Personnel Management and Merit Systems Protection Board publications, including regulations, supplements, and classification standards. The Employer will provide the Union with one copy of all current and future Air Force Employer policy directives, regulations, etc., relating to unit employees or their working environment and one copy of all agency and/or Employer memoranda, instructions, reports or listings relative to the Labor-Management Relations Program. The above does not require the Employer to furnish information which constitutes guidance, advice, counsel or training provided for management officials or supervisors related to collective bargaining.

ARTICLE24

ENVIRONMENTAL DIFFERENTIAL AND HAZARD PAY

SECTION 24.1. Management agrees that all work situations which require employees in the Unit to be exposed to various degrees of hazards, physical hardships, and working conditions of unusual nature will be reviewed to determine if environmental differential pay or hazard pay is warranted under regulations of the Office of Personnel Management or the Air Force. The Union will be informed, in writing, of work situations which warrant a pay differential and of deletions or additions to these work situations. Written/oral comments will be solicited from the Union on work situations and such comments will be considered if received within ten (10) calendar days of notifications.

SECTION 24.2. Management agrees that all employees in the Unit have a right to discuss with their Supervisors any work situation which they believe may warrant environmental differential or hazard pay under the Office of Personnel Management or Air Force regulations. If an employee is not satisfied with the explanation or action by the Supervisor, he has the right to pursue it under the Negotiated Grievance Procedure.

SECTION 24.3. It shall be the objective of Management to assure that all hazards, physical hardships, and working conditions of an unusually severe nature are eliminated or reduced to the lowest level possible. Where management action does not practically eliminate the unusually severe nature of the hazard, physical hardship or working condition, payment of an appropriate and approved differential authorized at MacDill AFB or Avon Park Range will be paid to those eligible employees.

ARTICLE 25

ALCOHOLISM AND DRUG ABUSE

SECTION 25.1. It is agreed that Management and the Union both clearly recognize the problems of Alcoholism and Drug Abuse and the desirability of mutual cooperation in official programs.

SECTION 25.2. The Local will appoint a representative to participate in the periodic or monthly Substance Abuse Control Committee meetings.

SECTION 25.3. The Local agrees that all appointed Stewards shall be scheduled and attend alcohol abuse training administered by Social Actions/Civilian Personnel Flight. Should any appointed Steward/Officer of the Local be requested to serve in the confrontation process, he/she shall abide by the federal provisions of confidentiality.

SECTION 25.4. DRUG TESTING PROGRAM.

On May 29, 1990, the negotiating team for the parties entered into Impact and Implementation (I & I) bargaining on the U.S. Air Force's Drug Testing Program. The following are points of agreement reached by the parties concerning Drug Testing and its implementation at MacDill AFB. This agreement implements the Air Force Drug Testing Plan dated January 1990 and is supplemented by the information contained in the following paragraphs:

1 . Para 47 on "Reasonable Suspicion Testing Procedures" located on page 25 of the AF Plan, is supplemented by added sub-para c which reads as follows:

"c". A copy of this information, will be provided by the employee and/or his/her designated representative."

2 The following information, which has been agreed to by the parties during the negotiation sessions and the background information concerning the subjects is retained by each of the parties in their own notes.

a. If the employee is being tested as a result of reasonable suspicion, at the point of notifying the employee to report to the hospital for the purpose of giving a urine sample, the employee will be notified of his/her right to Union representation. This would include any meeting with the MRO or any management official throughout the drug testing process.

b. An individual selected for random drug testing shall be notified within two hours of the scheduled testing. Management shall explain that the employee is not under suspicion of taking drugs and that the employee's name was selected randomly.

c. Once an employee has been afforded access to a Union representative or desires to decline representation, the supervisor/manager must provide documentation relied upon to support the reasonable suspicion determination. The employee will be given copies of all supporting material used to substantiate the supervisor/manager's claim.

d. All employees being tested shall be informed as to what type(s) of illegal substances the test will be checking for.

e. Employees shall not be required to disclose legitimate use of the specific drug at the outset of the program. Employees will have the opportunity to provide medical documentation supporting legitimate usage upon a positive test result. In the event the MRO does not concur with the medical documentation, the MRO reserves the right to confer with the employee's private physician with the employee's written authorization, prior to making a final determination.

f. Management agrees to provide bargaining unit employees who are required to be tested under the Air Force Drug Implementation Plan, a written fact and information sheet provided by AFGE Local 153. The fact and information sheet must be reviewed and approved by the Program Coordinator located in the Social Actions Office prior to issuance to bargaining unit employees. Management agrees to provide this fact and information sheet at the time the employees are given their 30 days notice on drug testing. (Note: This fact and information sheet will be included as para 2 under the 1st Ind to the letter which is provided to the employee. See para 3 below.)

g. Management agrees to provide Local 153 in January of each calendar year, the total number of employees who were tested and number testing positive during the previous year. This total will include those who have been retested on a random basis due to a positive test result at an earlier date. The release of this information does not violate the Freedom of Information Act.

h. The Parties agree that Random Testing will be used pending court action or review of the A. F. Plan. Should the Court change or modify the plan, the Parties agree to review and modify as needed.

i. The Union will appoint a representative to participate in the periodic monthly SACC meeting IAW Article 25 of the Memorandum of Agreement.

j. Management agrees that no disciplinary action will be considered or taken until the MRO has made his/her final determination as a result of a confirmed positive test. Only at that time will disciplinary action be considered or taken and any action taken will be based on the entire record concerning the positive drug test.

k. If the urine sample is to be provided off-site, the Employer must provide transportation to the hospital. Travel to and from the hospital will be on official time.

l. Urine samples will be provided at the USAF Hospital. Management agrees to conduct drug tests in accordance with DHHS guidelines. Travel to and from the collection site will be on official time. Bargaining unit employees will be advised at the time of written notification of their right to Union representation during the collection process. Employees subjected to the urinalysis test will be afforded complete privacy while providing the sample, unless if collection site personnel believe an employee may alter or substitute a specimen. In this case, the employee will be provided with a written (hand or typed) statement prior to taking

the urine sample. The statement must specify the reason for the suspicion and be signed by the collection site monitor.

m. The employee being tested shall be afforded the option of providing a split-sample and utilizing the services of Smithkline Laboratories of Atlanta, GA. to run a second confirmatory test using the GC/MS test procedure.

n. Prior to the taking of any sample, the employee will be notified by attachment to the basic letter of his/her option to have a 2nd test and the cost of this second test. The Union will provide the cost of the second test. The attachment to the basic letter shall consist of the following:

After the last sentence in paragraph 2 of the 1st Ind which reads: "I understand removal." the following sentence shall be added: "I further understand that I am entitled to Union representation and that I may have Union representative present during the collection process."

o. Management agrees that if a selected employee is unable to provide a sufficient volume of urine, that the employee will be required to remain at the collection site until the required sample is provided. If this necessitates the employee to remain beyond the normal duty day, the employee will be compensated in accordance with applicable FPM and Air Force Directives. If the employee is required to remain at the collection site during their lunch hour, the employee may take their lunch upon completion of the testing or the employee may be compensated for this time in accordance with the appropriate regulations. Management further agrees that in the event the employee is in a carpool, to provide transportation to the extent permitted by law, to the employee's home or location of the employee's POV in the event the employee is required to remain past normal duty hours at the collection point. Additionally, management agrees that drug testing will only be conducted during the employee's normal work day and no testing will be conducted on holidays or employee's day off.

p. Upon receipt of a positive test result from the Air Force testing lab, the Employer shall forward the retained sample to Smithkline Laboratories using the provided mailer. He/she shall provide Smithkline Laboratories a list of what drug(s) were reported positive by the Air Force's testing lab.

q. The sample container, chain-of-custody papers and mailer for the 60 ml split-sample shall be furnished by Smithkline laboratories at no cost to the Government. The Union will provide 5 sample kits to the hospital to be used for this purpose. Upon notification of the use of 1 or more test kits, the Union will replace the used test kits. The Union will also provide a locked box for storage of at least 3 sample specimens. This box will be kept by the Hospital Laboratory and will be labeled "AFGE Bargaining Unit Employees Test".

r. The Smithkline Lab 60 ml sample shall be retained by the Agency in accordance with Section 2.4 of the guidelines in a secure area and under refrigeration for use if the test results from the Air Force's testing lab are reported positive. If the report from the Air Force is negative, the stored Smithkline sample shall be destroyed.

s. If an employee is unable to produce 120 ml of urine at the time of specimen collection, the employee shall remain at the collection site and be given a reasonable amount of liquid (approximately 8 oz every 20-30 minutes) until the employee is able to provide the full 120 ml sample. The employee will be kept at the collection site for no longer than 3 hours after his/her tour of duty is to expire. In the event the employee cannot or will not provide the second 60 ml sample, the first 60 ml sample will be provided to the Air Force test lab of testing.

t. Smithkline Laboratories of Atlanta, GA shall run a GC/MS test procedure on the sample in accordance with Section 2.4 of the (d) HHS Guidelines and forward the test results in a quantitative report style, to the Employer pursuant to Section 2.4(g) of the HHS Guidelines. The Employer shall call Smithkline Laboratories at 1-800-729-6432 and request a quantitative report be provided on the sample. The Employer shall give the employee a copy of Smithkline's report.

u. After the report of a positive test result is referred to management by the MRO, the employee with a positive test result shall be entitled to Union representation at any meeting between the employee and management officials concerning the test results. The employee shall be notified of the right to Union representation prior to any such meeting. If a test result is positive and the employee does not wish to challenge the findings, the Employer will make reasonable accommodations for the employee's drug abuse problem by providing them access to a drug treatment and rehabilitation program. If the employee chooses to participate in the program, following a reasonable period of time determined in conjunction with representatives from the treatment and rehabilitation program, further sampling will be conducted on a random basis.

v. Employees having a positive drug test result will be required to attend a Social Actions evaluation and counseling session with the SAO and will be referred to a community resource for some form of rehabilitation and counseling. All employees referred through administrative channels who undergo a counseling or rehabilitation program for illegal drug use through Social Actions will be subject to unannounced testing following completion of such a program for a period of one (1) year.

w. For each counseling session with the SAO, employees may be allowed up to one (1) hour (or more as necessitated by travel time) of excused absence, up to a maximum of three (3) hours during the assessment referral phase of rehabilitation. Absences during duty hours for rehabilitation or treatment must be charged to the appropriate leave category according to Air Force leave regulations.

3 The following information is to be added at para 2 of the 1st Ind to the employee's notification. (See para 2f above.) Para 3 will be read as follows:

"2." As a bargaining unit employee (covered by AFGE Local 153), you have the option if you so desire, to provide a split-sample. This split-sample will be maintained by the Hospital Laboratory until the results of the Air Force test are obtained. You will be asked to provide an additional specimen of 60 ml to be held by the Hospital Laboratory.

a. In the event that the Air Force test is positive, the remaining split-sample will be

sent to Smithkline Laboratory in Atlanta, GA. The cost of the 2nd test is approximately \$50.00, and must be paid by you to AFGE Local 153 prior to mailing of the second sample.

b. If the initial Air Force test is negative, the 2nd sample will be destroyed. Please indicate your choice by marking the appropriate box below. If you accept this option available to you, your signature signifies your concurrence with the terms of this agreement.

ARTICLE 26

PERFORMANCE STANDARDS AND EVALUATION

SECTION 26.1. The performance appraisal system shall incorporate all requirements of Chapter 43, Civil Service Reform Act and this Memorandum of Agreement (MOA).

SECTION 26.2. APPLICATION OF PERFORMANCE STANDARDS. Bargaining Unit Employees and their Supervisor shall meet and discuss the performance elements, performance standards, and the behavioral factors that will be applicable for the coming rating year. FWS and GS employees will meet with their supervisor for their discussion during the first month of the rating period of each year. The performance elements and standards shall be put in writing on the performance plan with all elements identified as critical with the exception of paragraph 4 below. The employee and the supervisor will sign the form in the appropriate area to acknowledge that the performance plan has been discussed with the employee. Employees who have not received a performance plan during the first month of the rating period may request the plan from their supervisor.

The annual performance rating to be rendered an employee by his/her immediate supervisor (rating official of record) will only be changed for objective reasons. The reviewing official will normally review the performance documentation for compliance with this agreement and regulatory guidance.

A performance rating may also be changed as a result of a grievance, complaint, or other formal proceeding permitted by law or government-wide rule or where the agency determines that a rating of record was incorrectly recorded or calculated. Team/group or organizational performance may be included as a performance plan additional element for communicating performance expectations. The performance evaluation of a team/group/organizational performance will be reflected on the written form as a bullet statement.

In its entirety and application, the performance appraisal system must be fair, equitable and related to job performance including behavioral factors. The following sentence will be added to the performance plan of individuals serving as union representatives:

"Employees cannot be evaluated for activities undertaken in their capacity as union representatives performing representational functions."

Elements and standards used to evaluate employees must be consistent with the employee's position description. Performance standards will be written in a way that will permit accurate evaluation of performance and must be objective to the maximum extent feasible, and should be easily understood by the employee.

SECTION 26.3. APPRAISAL FACTORS-MANNER OF PERFORMANCE.

Appraisal factors as listed on the appraisal form will normally correlate with the evaluation of the performance plan as applied by the supervisor.

SECTION 26.4. APPRAISAL FACTORS.

(1) **WORK EFFORT.** Exerts effort and shows initiative in starting, carrying out and completing tasks; spends time effectively performing work. Official time for union officials, stewards, or employees exercising their rights under the current Memorandum of Agreement, rule, regulation, or statute will not affect the rating rendered for this factor.

(2) **ADAPTABILITY TO WORK.** Picks up new ideas and procedures quickly; is easy to instruct; can adapt to the demands of new situations; understands and carries out clear oral or written instructions.

(3) **PROBLEM SOLVING.** Devises effective solutions to problems; or identifies effective methods and procedures for accomplishing objectives. The types and grades of employees may require more or less supervision.

(4) **WORKING RELATIONSHIPS.** Sensitive to the behavior of fellow workers, supervisors, and subordinates. Maintains effective working relationships with others. This rating will not be affected by an employee's exercising any right under the Memorandum of Agreement or any law, rule, or regulation.

(5) **COMMUNICATION.** Communicates clearly and effectively whether orally or in writing.

(6) **WORK PRODUCTIVITY.** Productive during work time; completes his/her work projects, duties and tasks in a timely manner. Union representatives obligated to perform representational duties during official work times will not be lowered because of the obligation.

(7) **SELF SUFFICIENCY.** Work independently with little need of additional supervision or help; follows through well; accomplishes all tasks required to complete a job on his/her own. The degree of supervision required in the official position description of each employee will dictate acceptable levels of supervision or help and employees requiring less or more supervision or help to perform their official duties than identified in the official position description will receive a rating reflecting this.

(8) **SKILL IN WORK.** Performs job associated tasks well, whether they require physical, technical, professional, supervisory, or managerial skills; is considered very skillful on the job.

(9) **WORK MANAGEMENT.** (One or more may apply). Effectively plans and organizes work; properly follows or implements management procedures, directives, regulations, or technical orders; ability to direct or evaluate others, or substitute for absent supervisor.

SECTION 26.5. When an employee has not performed all of the critical elements in the performance plan to permit a valid rating on the date due, a performance rating of "Acceptable" may be assigned. If the rating official changes or departs during the rating period, the performance plan, documentation of performance discussions, and other pertinent and

appropriate information will be transferred to the new rating official, or to the reviewing official if the new rating official has not arrived. If a formal appraisal is due, the Employer will designate an official to complete the form in the absence of the rating official. Employee will not be rated as "does not meet" for any element or standard he/she has not been required to perform, including employees on worker's compensation or limited duty.

SECTION 26.6. The evaluation supervisor should be located in the vicinity of and frequently have the opportunity to directly observe the employee's performance.

SECTION 26.7. APPLICATION.

a. The evaluation given employees by their supervisor shall be objective and shall be prepared in accordance with the following:

The performance appraisal rating period for FWS and GS employees is Apr 1-Mar 31 each year.

1. A meeting will be held at the beginning of each appraisal period or within the first 30 calendar days upon assignment of a new employee or supervisor of an employee to discuss job performance and performance standards on which the employee's work will be evaluated. At the end of the appraisal period, performance accomplishments will be discussed and the employee will be provided a copy of the appraisal. At least three quarterly reviews of progress will be held during the normal 12-month rating period. Such meeting(s) will serve to review the employee's job performance and to address any shortcomings that would prevent the employee from attaining the same annual rating as received the previous year. The progress review is a private communication between rating official and employee. An employee may request a union representative to be present at these meetings if more than just the supervisor or rating official is to be present. Each of the meetings described above will be documented in the Supervisory Work Folder and initialed contemporaneously (simultaneously) by the employee. Any entries made to the Supervisory Work Folder concerning job performance or evaluation are grievable under the negotiated grievance procedure. The supervisor will not hold employees responsible for matters beyond the employee's control (i.e., equipment failure, low manning, lack of adequate training, or funding, etc.) in determining an employee's rating.

2. If the supervisor has identified shortcomings in the employee's performance, the employee shall be counseled when necessary and at the above discussions. During such counselings, the employee will be given instructions on ways to improve the quantity and quality of work in order to more satisfactorily perform their duties as stated in the employee's performance plan.

3. The annual performance evaluation will be in written form. The performance evaluations will be reviewed and approved by the Employer's designated official. A follow-up discussion may be held after the initial discussion.

WITHIN GRADE INCREASES -Refer to Chap 6, AFI 36-1001, *July 1999*.

ARTICLE27

ACTIONS BASED ON UNACCEPTABLE PERFORMANCE

SECTION 27.1. If the employee is the subject of an action based on unacceptable performance and the employee files for disability retirement, the Employer agrees to expeditiously process the retirement request.

SECTION 27.2. The procedures of the Drug and Alcohol Abuse Assistance Program must be considered and made available to any employee who so requests. Participation in the program may be reason to delay or cancel action based on unacceptable performance.

SECTION 27.3. Any other action based on unacceptable performance will be accomplished in accordance with applicable regulations and this agreement. ·

ARTICLE 28

TDY

SECTION 28.1. Temporary Duty Assignments are authorized or approved when necessary in connection with official activities of the Department of Defense or government business.

SECTION 28.2. Although an employee may not be required to utilize government quarters when going TDY to a government installation, when adequate quarters are available, but not used, the payment of the quarters portion of the per diem or actual expense allowances of any employee on TDY away from his designated post of duty may not be made unless authorized by law, regulation, or directive.

SECTION 28.3. When adequate government quarters are not available on base, suitable quarters will be provided or the employee will obtain a certificate of non-availability. Adequate services and furnishings are as defined in appropriate instructions/regulations.

SECTION 28.4. To the maximum extent practicable, time spent in travel status away from the employee's official duty station will be scheduled by the Agency within the normal working hours. Where it is necessary that travel be performed during non-duty hours, the employees will be paid overtime or may opt for compensatory time when such travel constitutes hours of work under Title 5 or the Fair Labor Standards Act, if applicable.

SECTION 28.5. Employees are required to apply for a government travel card that will be used to secure travel advances and pay for any authorized travel related expenses. If for administrative reasons the government travel card is not issued, a travel advance may be requested by the employee's organization to the servicing accounting and finance office as specified in appropriate instructions/regulations. Per diem rates and reimbursements for expenses will be made as set out in Joint Travel Regulations.

SECTION 28.6. An employee is accountable for government documents and/or property in their possession and/or custody. It is understood that such government documents and/or property maybe damaged, lost or stolen while the employee is TDY (as well as at home station). Reports of survey will be utilized to determine an employee's level of negligence and/or responsibility for such damaged, lost or stolen property.

ARTICLE 29

UNION DUES

SECTION 29.1. The Employer shall continue to deduct union dues from the pay of employees in the Unit.

SECTION 29.2. The Union agrees to procure SFs-1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues", and furnish them to eligible members desiring to authorize an allotment for withholding of dues from their pay.

SECTION 29.3. The President, or other authorized officer of the Union, shall certify on each SF-1187 that the employee is a member in good standing in the Union, insert the amount to be withheld, and submit the completed SF-1187 to the Labor Relations Officer of the Employer.

SECTION 29.4. Allotments will be effective at the beginning of the first full pay period after receipt of SF-1187 by the Labor Relations Officer.

SECTION 29.5. The President, or other authorized officer of the Union, shall notify the Labor Relations Officer of the Employer when the Union's dues structure changes. The change shall be effected at the beginning of the first full pay period after receipt of such notice. Such a change may not be effected more than twice in a twelve (12) month period.

SECTION 29.6. The Union will promptly notify the Labor Relations Officer, in writing, when a member of the Union is expelled or ceases to be a member.

SECTION 29.7. The servicing Defense Finance and Accounting Service (DFAS) office will prepare a bi-weekly remittance check at the close of each pay period for which deductions are made, and forward it to the Secretary/Treasurer of the Union at the official designated address. The check will be for the total amount of dues withheld for the pay period.

SECTION 29.8. The Employer (thru DFAS) will submit a bi-weekly remittance report of members and the amount withheld. The list will also include the names of those employees for whom allotments have been temporarily stopped and the reason therefore, e.g., moved out of the Unit, separation, LWOP, insufficient income during pay period.

SECTION 29.9. The President of the Union will notify the local civilian pay customer service representative (CSR) and DFAS Technology Services Organization Pensacola (TSOPE) in writing of any change in the name and/or address of the Union, or change in bi-weekly deduction amount.

SECTION 29.10. A member may voluntarily revoke an allotment for the payment of dues by filling out an SF-1188, "Revocation of Employee Organization Dues", within 30 calendar days prior to their anniversary date and submitting it directly to the local civilian pay customer service representative (CSR). The employee is encouraged to have the SF-1188 endorsed by an Officer of the Union prior to submitting it to the CSR. After receipt of such notice by the CSR,

revocation will become effective as of the first full pay period following the anniversary date of the employee's authorization of dues withholding. The Employer shall provide the Union appropriate notification of the revocation. The duplicate copy of the SF-1188 completed by the member will be used for this purpose and a copy will be provided to the union.

SECTION 29.11. The Employer agrees to provide this service without charge to the Union or members, and to continue this service regardless of contract status as long as the Union holds exclusive recognition.

SECTION 29.12. Although the Employer may erroneously discontinue dues deductions in good faith, the Union will be made whole upon correction of the error, if the Employer acknowledges the error or it is determined through a third party.

ARTICLE 30

DAYCARE

SECTION 30.1. Management and the union recognize that Air Force employees need to have reliable and adequate day care services available to them so that they are free to devote their full energy and attention to their duties and responsibilities.

SECTION 30.2. The parties agree that civilian employees may use the on-base child development center.

ARTICLE 31

MID-TERM BARGAINING

SECTION 31.1. This Agreement contains the complete and full understanding of the Parties. Agreements reached during the effective term of this MOA will remain in effect unless changes are negotiated.

SECTION 31.2. However, either party may give written notice to the other not more than sixty (60) days prior to the 18th month anniversary of the execution date, of its intention to reopen, to amend and modify this agreement. Neither party will be allowed to open more than two articles as negotiated herein. Furthermore, the parties may jointly agree to open no more than two additional articles as negotiated herein during the specified time period.

SECTION 31.3. Mid-term bargaining proposals will be exchanged within fifteen (15) workdays after receipt of the notice. Negotiations on the proposed changes will commence within fifteen (15) workdays after receipt of the proposals. Reasonable requests by either party for extensions of time for good and sufficient cause will be granted. The parties may first attempt to reach agreement by conducting informal meetings and/or telephone negotiations. The procedures for mid-term bargaining will be the same as those outlined in Article 5, Negotiations to include impasse.

SECTION 31.4. In addition, either party may unilaterally at any time request reopening of the agreement in order to bring its provisions into conformance with subsequently published policies and regulations by law or by the regulations of appropriate authorities. The Employer shall provide notice of such changes to the Union President or other designated union official. The non-requesting party shall respond within fifteen (15) workdays whether they desire to negotiate on the proposed item(s). Failure of the party to respond within fifteen (15) workdays nullifies the request and the issue is considered moot. In the event both parties agree to reopen an article, proposals will be exchanged within fifteen (15) workdays of the agreement.

ARTICLE 32

SPECIAL PROVISIONS FOR FIRE DEPARTMENT PERSONNEL

SECTION 32.1. HOURS OF WORK AND TOURS OF DUTY

a. A tour of duty is 24 hours long. The scheduled tour of duty shall consist of 144 hours of duty per 14-day period. The duty will consist of six 24-hour tours of duty with each employee receiving one day off (informally known as a Kelly day).

b. The tour of duty shall include time for assigned work/duties and for time spent in a standby capacity. The period of standby time (including sleep time) shall not exceed sixteen hours within the shift, unless authorized. Work may be assigned at any time during the 24-hour tour of duty. When in a standby mode, the employees may use this time for recreation, relaxing, sleeping, sports, eating, attending functions and similar pursuits while at or near their duty station. The Employer's decision to grant participation in base activities and functions will be based upon staffing to ensure personnel are available to respond to work/duties or emergencies.

SECTION 32.2. FIRE DEPARTMENT STAFFING.

The Employer agrees to staff each Fire Department according to the provisions of DOD Instruction 6055 and personnel levels will be in compliance with DoD 6055 mission requirements. The Employer will provide the funds, time, and training materials, including equipment, computer access, IFSTA Manuals and other work related materials relating to mission requirements. The Employer will provide appropriate time for training, as well as seek available slots from DOD Fire School(s) and other appropriate schools related to the fire certification requirements. Employer will make arrangements for courses to be held at the installation, as is necessary for certification program requirements. Employer will insure personnel obtain all certification(s) for current and upgrade positions or next higher level of his/her position if so desired and the employee makes a diligent effort to achieve the next higher certification. All bargaining unit employees will be given an opportunity in writing to request training required to obtain the next level of certification. A list of all bargaining unit employees and the required school(s) /certification(s) will be posted by the employee in service computation date order. The school selections will be made in accordance with the service computation date. If an employee declines, they will be placed at the bottom of the list for selection. However, employees passed over for a school/certification training through no fault of their own or for circumstances beyond their control (i.e., accident, family member emergency, etc.) shall be offered the next available school date.

SECTION 32.3. Protective clothing furnished to unit employees will be in accordance with NFPA 1500 (latest revision) and applicable laws and regulations.

SECTION 32.4. The Employer shall provide for the inspection and testing and proper maintenance of equipment used by bargaining unit employees in accordance with Equipment Manuals, NFPA, OSHA, and DOD/Air Force regulations. Prompt and appropriate action will be taken when an unsafe condition involving apparatus and/or equipment is reported to or observed by the Employer. Repairs will be accomplished by qualified personnel. New and

replaced equipment will meet applicable standards. All emergency motorized firefighting equipment and apparatus will receive top priority for maintenance. Any equipment that is found to be deficient will be immediately taken out of service and repaired to working order.

SECTION 32.5. The Employer shall provide training in accordance with applicable laws and regulations on safety and industrial health matters relating to the work environment (i.e., maintenance of protective clothing, and proper use of equipment and devices).

SECTION 32.6. HAZARDOUS MATERIALS EXPOSURE RECORD.

The Employer agrees that employees subjected to infectious or hazardous substances while in the line of duty shall be given an appropriate physical evaluation as soon as possible after the exposure. The Employer will maintain an up-to-date Hazardous Materials Exposure Record for all bargaining unit employees. Employees may have access to his/her hazardous materials exposure record.

SECTION 32.7. SAFETY COMMITTEE.

A committee concerning fire department safety matters will be maintained by the Employer. This committee will be tasked with addressing fire department safety issues and reviewing all standards as they relate to firefighters and prevention officers. The union may have at least one representative to participate on the committee. The committee will make recommendations on safety and health issues.

SECTION 32.8. INFECTIOUS DISEASES PREVENTION.

With the on-going concern toward the spread of infectious diseases, the Employer agrees to provide all necessary protection and training pertaining to emergency health care providers, to prevent employees from being exposed to these diseases. Upon availability, immunizations for infectious diseases will be supplied by the employer. This protection will include but not limited to: disposable gloves, micro-shields, rubber aprons, etc. The Employer also agrees to provide in accordance with applicable laws, rules and regulations, the proper decontamination equipment and cleaning products (i.e. bleach, anti-bacterial soap, germicides, alcohol) in the fire stations and on the vehicles.

SECTION 32.9. REHABILITATION DURING EMERGENCY OPERATIONS/TRAINING.

The Employer shall maintain an awareness of the condition of bargaining unit employees operating within their span of control during emergencies/training and ensure that adequate steps are taken to provide for their safety and health. The command structure shall be utilized to request relief and reassignment of fatigued crews. The incident commander or designee shall consider the circumstances of each incident and make suitable provisions for rest and rehabilitation of bargaining unit employees operating at the scene.

SECTION 32.10. The Employer recognizes that it is imperative to maintain a refreshed fire fighting force ready to respond to any incident. The Employer recognizes that firefighters exposed to long periods of inclement weather and other severe conditions reduce the capacity of the suppression forces to respond to emergencies. The Employer agrees to provide fire and emergency medical care services at all emergency incidents involving injured bargaining unit employees and live fire training.

SECTION 32.11. CIVILIAN FIREFIGHTER DRESS.

Civilian Fire Fighter dress at MacDill AFB will be similar to those used in private or public firefighter operations. Firefighters must wear the prescribed uniform and comply with applicable standards. Uniforms will be worn while on official duty and may be worn while traveling to and from official duty stations. When wearing the uniform is specified, unit employees will present a neat appearance-clothes cleaned, pressed, and in an acceptable state of repair.

HEALTH, MORALE, AND WELFARE

SECTION 32.12. The Employer recognizes the necessity of providing and maintaining reasonably comfortable living spaces for unit employees on duty, such as air conditioning, heating and adequate furniture, drapes or blinds. To this end, the employer agrees to provide and replace, as needed the following items pursuant to AFI 32-2001:

- a. Adequate Bedding (mattress, pillow, 1 set of sheets and pillow case, blanket, bed spread).
- b. Refrigeration for storage of employee's food.
- c. Cooking and eating utensils, including but not limited to: pots, can openers, coffee makers, toasters, microwave ovens, broilers, glasses, plates, bowls, forks, spoons and knives.
- d. Suitable lounge furniture.
- e. Television and VCR (for training and recreational purposes) including cable and/or satellite.
- f. Physical fitness equipment and space.

The living quarters of all stations will be inspected on an annual basis for discrepancies in Federal Health & Safety Regulations. Abatement actions will be initiated to correct any discrepancies. Any outages of air conditioning, heat, hot water, etc., will be repaired on an emergency basis.

SECTION 32.13. The Employer and the Union recognizes that the living quarters in the fire station represent space allocated as rest, recreation, washroom and sleeping areas for unit employees. However, quarters may be used for training or other purposes when the need arises.

SECTION 32.14. The union will be notified of proposed changes or improvements to living spaces and encouraged to submit recommendations.

SECTION 32.15. In the event that circumstances require, critical incident stress debriefings will be provided to employees.

SECTION 32.16. PERSONAL HYGIENE.

1. Because of the unique configuration of the fire department and the close physical proximity of employees, the highest standards of personal hygiene are required.
2. Beards are not permitted to be worn by the firefighter.
3. Mustaches will be limited to a length, which does not interfere with wearing of protective equipment.
4. Hair will be kept clean and will not interfere with the wearing of personnel protective equipment.

SECTION 32.17. As determined by the Installation Commander, firefighters may be authorized to drive government vehicles to on-base dining facilities while in a duty status.

ARTICLE 33

SURVEILLANCE

Section 33.1. The parties recognize that surveillance is primarily conducted for safety and internal security reasons. Other purposes may include deterrence of theft, vandalism and to keep unauthorized persons out of restricted areas.

Section 33.2. If the Agency uses electronic surveillance during an investigation, the following shall apply prior to any disciplinary/adverse action being proposed against any bargaining unit employee:

- a. The union will be given a copy of all relevant evidence collected, when requested.
- b. The union will be provided a copy of the pertinent video tapes, when requested.
- c. After an initial request for union representation by the employee, the union will be afforded the opportunity to represent the employee in any subsequent meeting or proceeding directly affiliated with the investigation.

Section 33.3. All employees will be made aware of restricted areas which will be properly identified with an appropriate sign.

Section 33.4. Electronic surveillance will not be used to monitor the union office unless there exist probable cause.

Section 33.5. No disciplinary/adverse action will be proposed or taken as a result of electronic surveillance without proper investigation of the allegation(s) and in accordance with this contract and applicable laws and regulations.

Section 33.6. Should an employee appear to be interacting improperly or in violation of law, rule, or regulation the employee will be notified as soon as possible and afforded the opportunity to explain their action(s).

ARTICLE 34

CIVILIAN CONDUCT AND RESPONSIBILITY

SECTION 34.1. The Union and Management agree that bargaining unit employees should cooperate during any investigation, whether disciplinary/criminal or concerning another employee. As exclusive representative, the union shall be given the opportunity to be present at any examination of an employee in the bargaining unit(s) 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 employee, and
- b. the employee requests representation.

The right to union representation is not intended to interfere with the routine interaction between supervisors and employees in the normal course of a workday. When management determines an investigatory interview is necessary and where the employee is a potential recipient of disciplinary/criminal action, the employee shall be advised by the supervisor/investigator of the general nature of the interview. This should prompt the employee to request a union representative's presence if desired. Employees who lie or otherwise affirmatively mislead the investigation while answering questions may be subject to discipline, including removal in appropriate cases.

SECTION 34.2. An employee's participation in demonstrations, petitions, informational picketing (including distributing flyers that does not disrupt traffic), speeches, private organizations, and similar activities is permitted in his or her private capacity while not in a duty status as the exercise of the constitutional rights of speech, peaceable assembly, and petition to Congress.

SECTION 34.3. Consistent with the requirements of the Joint Ethics Regulation, Air Force employees may be required to report any outside employment or business activity. Employees concerned with reporting requirements should consult their local ethics counselor.

SECTION 34.4. Employees are expected to comply with reasonable dress and grooming standards based on comfort, productivity, health, safety, and type of position occupied. Any management prohibitions on specific civilian dress must be based on a clear showing that the prohibited dress contributes to an unsafe, unhealthy, nonproductive, or disruptive work environment. Management disagreement with styles, modes of dress, and grooming currently in fashion is not an adequate criterion for making such a determination.

ARTICLE35

DURATION AND EXTENT OF AGREEMENT

SECTION 35.1. The effective date of this Agreement shall be the date of the approval by the Head of Agency, DoD. It shall remain in effect for three (3) years from the date of signatures on Authentication page. The parties agree to promptly schedule ceremonial signing/authentication of the MOA with appropriate base-wide publicity once Head of Agency approval is received. It shall remain in effect for three (3) years from the date of signatures on the Authentication page. The Agreement shall be renewed for an additional three (3) year period on each third anniversary date thereafter unless between one hundred and five (105) and sixty (60) calendar days prior to any such date either party gives written notice to the other of its desire to amend or modify the Agreement. If such notice is given, this Agreement shall remain in full force and effect until the changes have been negotiated and approved.

SECTION 35.2. AMENDMENTS AND SUPPLEMENTS. This Agreement may be amended and/or supplemented within a reasonable time after the enactment of any new law or regulation of appropriate authority which affects the provisions of this Agreement. A proposal by either party to negotiate such amendment(s) or supplement(s) shall cite the pertinent law or regulation and the article(s) of this Agreement affected. Keeping abreast of changing laws and regulations is imperative to insure affected employees are afforded modern working conditions. Both parties recognize this is required within today's workplace. Therefore, upon submission of a proposal, representatives of the Employer and the Union shall meet within thirty (30) calendar days to negotiate the requested amendment(s) and/or supplement(s).

SECTION 35.3. EFFECTIVE DATE OF AMENDMENTS AND SUPPLEMENTS.

Amendments and supplemental agreements shall become effective when signed by both authorized representatives and approved by the Head of Agency, DoD.

SECTION 35.4. After the agreement is approved, the union will be given eight (8) hours official time per steward/union official for contract training sessions.

SECTION 35.5. Every effort will be made to resolve conflicts regarding contract interpretation through informal procedures and at the lowest organizational level. If resolution is not obtained informally, the parties may seek correction through the negotiated grievance procedure or through the filing of an Unfair Labor Practice (ULP) charge or other applicable source(s) having authority to address the particular issue(s).

CERTIFICATION BY EMPLOYEE'S HEALTH CARE PROVIDER
EMPLOYEE'S SERIOUS ILLNESS - FML

This form is to be completed by employee's Health care Provider when employee is Requesting FML and medical documentation is required

Employee's name: _____

Description of serious health condition (on the back of form is description of a "serious health condition" under FML): _____

Does the patient's condition qualify under any of the categories described? If so, please check all applicable category

(1)____(2)____(3)____(4)____(5)____ None of the above

Without giving a specific diagnosis or prognosis, briefly note how the medical facts meet the criteria of the category checked above:

Date condition commenced: _____

Probably duration of condition: _____

Probably duration of the present incapacity (if different): _____

Will the employee be required to be off from work intermittently or work on a reduced schedule as a result of this condition and for treatments? Note the probably time and duration.

Is the condition chronic (#1) or pregnancy (#3), note if the employee is presently incapacitated and the likely duration and frequency of episodes or incapacity:

If additional or continuing treatments are required for the condition, provide the nature and regimen of the treatments, an estimate of the probably number of treatments, the length of absence required by the treatments, and the actual or estimated dates of the treatments, if known:

Is the employee able to perform the functions of the employee's position? If no, describe the physical restrictions placed on the employee, including the duration of such restrictions:

Health Care Provider's Signature _____ Date _____

Address: _____

Atch 1

[Type here]