

# *Collective Bargaining Agreement*

Between

**The Space and Missile Systems Center,  
Air Force Materiel Command,  
United States Air Force,  
Los Angeles Air Force Base, California**

and

**Local 548,  
International Brotherhood of Police Officers**

**7 September 2000**

**APPROVED BY THE DEPARTMENT OF DEFENSE  
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## PREAMBLE

In accordance with Title VII of the Civil Service Reform Act of 1978, Chapter 71, of Title 5, United States Code, this agreement is entered into, by and between the Commander, Space and Missile Systems Center (SMC) Air Force Materiel Command, Los Angeles Air Force Base (AFB), El Segundo, California, and Local 548, International Brotherhood of Police Officers (IBPO). Collectively they are referred to as "the Parties." This Agreement and such other supplementary agreements as may be agreed upon hereafter from time to time, together shall constitute a Collective Bargaining Agreement (CBA) between the Employer and the Union.

Bargaining Unit Employees, as defined more specifically in Article 1, are non-supervisory GS-083 police officers assigned to the 61<sup>st</sup> Security Forces Squadron, 61<sup>st</sup> Air Base Group, Los Angeles AFB, California. While these officers are identified as Department of Defense (DoD) Police Officers, they are Department of the Air Force civilian employees. Their authority is derived from that of the SMC Commander as Installation Commander and the laws, regulations, and instructions enacted for the governance of the United States Air Force. As directed by the Installation Commander, DoD Police Officers are responsible for the protection of life and property at Los Angeles AFB, El Segundo, California; the Lawndale Annex, Hawthorne, California; Fort MacArthur, San Pedro, California; and the Pacific Crest, Pacific Heights, and White Point Military Family Housing Annexes in San Pedro, California. They are responsible for enforcing the Uniform Code of Military Justice (UCMJ) with respect to offenses committed by military members wherever subject to the jurisdiction of the United States pursuant to 10 U.S.C. § 801, *et. seq.* Moreover, when authorized by the Installation Commander, such officers may also, with the written consent of the chiefs of police of the aforementioned jurisdictions, maintain good order and discipline on property owned by the United States, *i.e.*, the installations held in proprietary jurisdiction referenced above, by enforcing the laws of the State of California pursuant to the authority conveyed by California Penal Code § 830.8. DoD Police Officers assigned to the 61<sup>st</sup> Security Police Squadron are law enforcement officers for the purpose of California Penal Code § 830.8(a).

It is the intent and purpose of the parties to protect the public interest, contribute to accomplishment of the SMC mission, protect the rights of Employees, and to facilitate and encourage the amicable settlement of complaints and disputes between Bargaining Unit Employees and the Employer. This Agreement sets forth the rights and obligations of bargaining unit Employees, the Union, and the Employer.

The parties have acknowledged their common interests and entered into a Partnership Agreement dated 3 March 2000. In this spirit of partnership, the parties agree to use their best efforts to enhance the authority of DoD Police Officers at Los Angeles AFB and to

ensure that such authority is exercised in professional and responsible manner so as to protect the public and reflect credit on the United States Air Force. The parties further agree to embrace the concept of partnership and make it an integral part of this agreement. The parties agree therefore to use the SMC-IBPO Partnership Council as a vehicle to help reduce conflict between the parties and realize cooperative solutions to policy issues which challenge the Union and Management alike. With respect to issues involving specific Employees, the parties agree to rely whenever possible on cooperative resolutions utilizing Alternate Dispute Resolution (ADR) techniques.

For the purpose of clarity in this agreement, Bargaining Unit Employees are referred to as "Employees." SMC, the 61<sup>st</sup> Air Base Group, and the 61<sup>st</sup> Security Forces Squadron are referred to either as the "Employer" or "Management." Local 548 of the International Brotherhood of Police Officers is referred to as the "Union." Further, the term "days," as used in this Agreement, refers to "calendar days" unless specifically stated to the contrary.

Whenever language in this Agreement refers to specific duties or responsibilities of specific employees, supervisors, or management officials, it is intended only to provide a guide as to how a situation may be handled. Where such references are included, they reflect Management's desire to foster accountability for critical processes and reduce the potential for conflict in the work place. To this end, Management agrees to make every reasonable effort to utilize personnel in accordance with the guidelines set forth in this Agreement. Notwithstanding any other provision of this Agreement, however, the parties agree and acknowledge that the Employer retains the sole discretion to assign work and determine who will perform the function discussed.

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

## ARTICLE 1

### RECOGNITION AND UNIT

**Section A.** The Employer recognizes the Union as the exclusive representative of all Employees in the unit as defined in Section B of this Article. Such recognition shall continue as long as the Union is the exclusive representative of the Employees under the criteria set forth by the Federal Labor Relations Authority. The Union recognizes the responsibilities of representing the interests of all unit Employees without discrimination and without regard to membership in the Union.

**Section B.** The Unit to which this Agreement is applicable is composed of all GS-083 Police Officers (to include Lead Police Officers and police officers assigned to perform detective or training duties) who are Air Force civilian employees assigned to the 61<sup>st</sup> Security Forces Squadron, Los Angeles AFB, California, excluding:

- (1) All professional employees;
- (2) Other nonprofessional employees of the Los Angeles AFB;
- (3) Management officials;
- (4) Supervisors; and
- (5) Employees described in 5 U.S.C. § 7112(b)(2), (3), (6), & (7).

## ARTICLE 2

### PARTNERSHIP AND CONSENSUAL PROBLEM-SOLVING

**Section A.** The parties agree to make every reasonable effort to resolve all differences which arise between them in connection with the administration of this Agreement in a fair, open-minded, and expeditious manner. To this end, the parties will use consensual problem-solving techniques such as ADR and interest-based bargaining to the fullest extent possible before resorting to arbitration, the Federal Labor Relations Authority or the Federal Service Impasses Panel.

**Section B.** The Parties have entered into a Partnership Agreement (see Attachment 1). The Parties agree that the partnership process is evolving and agree to further this process by using every possible opportunity to foster mutual trust and respect.

### ARTICLE 3

#### NEGOTIATIONS DURING THE TERM OF THE AGREEMENT

**Section A.** Wherever possible, the parties will utilize the SMC-IBPO Partnership Council, interest-based or consensual bargaining techniques, and ADR processes to resolve issues jointly and in a fair and cost-effective manner. Where efforts are unsuccessful, the parties remain free to exercise their statutory rights under the Civil Service Reform Act. The parties acknowledge their responsibility to consult fully with each other and to negotiate in good faith.

**Section B.** Matters appropriate for the negotiation shall include personnel policies, practices, and all matters affecting working conditions under those laws, regulations, and Executive Orders in effect at the time the issue in question arises.

**Section C.** It is understood that no provisions of this Agreement shall nullify the rights of the Employees, the Union, or the Employer as established by law, Executive Order or current regulations promulgated or issued by appropriate authority.

## ARTICLE 4

### MANAGEMENT RIGHTS AND RESPONSIBILITIES

**Section A.** Nothing in the Collective Bargaining Agreement shall affect the authority of Management officials to exercise the Management rights delineated in the Civil Service Reform Act, 5 U.S.C. § 7106, which states:

“(a) Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency –

“(1) to determine the mission, budget, organization, number of employees, and internal security practices of the activity; and

“(2) in accordance with applicable laws –

“(A) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

“(B) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

“(C) with respect to filling positions, to make selections for appointments from –

“(i) among properly ranked and certified candidates for promotion; or

“(ii) any other appropriate source; and

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

“(b) Nothing in this section shall preclude any agency and any labor organization from negotiating –

“(1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;



“(2) procedures which management officials of the agency will observe in exercising any authority under this section; or

“(3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.”

**Section B.** The parties agree to negotiate over provisions falling within 5 U.S.C. § 7106(b)(1) to the extent required by Executive Order 12871, dated 1 October 1993. In the event Executive Order 12871 is rescinded or amended to eliminate any such requirement, this Section will no longer be binding on the parties. In that event, the parties may negotiate regarding the matters delineated in 5 U.S.C. § 7106(b)(1).

**Section C.** Management acknowledges its responsibility to notify Employees of their “Weingarten Rights” on an annual basis.

**Section D.** All personnel assigned to the 61<sup>st</sup> Security Forces Squadron have the right to be treated with dignity and respect. Management acknowledges the premise that, wherever possible, Employees should be praised in public but criticized in private. All such personnel have a mutual obligation to treat each other in a professional and courteous manner.

**Section E.** Following the effective date of this Agreement, the Employer will reproduce 300 copies of the Agreement. The Employer will deliver 200 copies to a Bargaining Unit Official for distribution to Union members and the new hires. The Union will pay a fair share of the costs of printing this Agreement. The Employer will also post a copy of this Agreement on the 61<sup>st</sup> Security Forces Squadron and Civilian Personnel Flight web sites.

## ARTICLE 5

### EMPLOYEE RIGHTS AND RESPONSIBILITIES

**Section A.** Section 7102 of Title 5, United States Code, provides that each Employee “shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each Employee shall be protected in the exercise of such right. Except as otherwise expressly provided in the Civil Service Reform Act, such right includes the right –

“(1) to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and

“(2) to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this chapter [of the Civil Service Reform Act].”

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

**Section C.** No Employee, regardless of labor organization membership, shall be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, directive, regulation, or policy.

**Section D.** All personnel assigned to the 61<sup>st</sup> Security Forces Squadron have the right to be treated with dignity and respect. Management acknowledges the premise that, wherever possible, Employees should be praised in public but criticized in private. All such personnel have a mutual obligation to treat each other in a professional and courteous manner.

**Section E.** If an Employee reasonably believes that an investigation may result in disciplinary action against him/her, the Employee may request Union representation. Management will honor this request. It is not Management’s responsibility to offer Union representation. Management should indicate to the Employee the nature of the meeting. Management may, in its discretion, invite the Union to participate in such discussions as an observer.

**Section F.** In the event that a lawsuit is filed against an Employee for actions taken within the scope of his/her employment with the U.S. Government, the Employee should submit a written request for legal representation by the Department of Justice to SMC/JA (with a copy to the Union) in accordance with 28 C.F.R. § 50.15 and AFI 51-301, ¶¶ 1.2 & 1.3. Where the Employee is acting within the scope of his/her office or employment, the Westfall Act, 28 U.S.C. § 2679, provides that the exclusive remedy shall be against the United States. Management agrees to forward such requests for representation in an expeditious manner, through HQ AFLSA/JACT, to the Department of Justice for a determination as to whether representation will be provided. If the Attorney General refuses to certify that an Employee was acting within the scope of his/her employment, the Employee may request review of this decision in the United States District Court in accordance with 28 U.S.C. § 2679(d)(3).

**Section G.** Management will consider an Employee request to attend the funerals of Police Officers and Military Personnel on a case-by-case basis. Where Management determines that such representation is in the best interests of the Air Force, Employees detailed to attend such funerals will be in an official duty status.

**Section H.** Employees may not be subjected to discipline or reprisal for refusing to carry out an order which is unlawful. Before taking action against an Employee for refusing to carry out an order, the legality of which has been called into question, Management will give the Employee the opportunity to identify the statute or regulation violated and discuss the issue with the Employee. Employees will comply with an order, and grieve the issue after the fact, unless that order is unlawful on its face or the Employee has a reasonable belief that the order poses imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to abate that risk.

### **Section I – Firearms Policy.**

(1) DoD and Air Force policy states that DoD Police Officers exercise police authority only while on duty. Such officers are authorized, pursuant to 10 U.S.C. § 1585, DoD Directive 5210.56, and Air Force Instruction (AFI) 31-207, to carry Government firearms while performing official duty. Employees are not authorized to carry privately owned weapons while performing official duty.

(2) The parties acknowledge that there is a question as to whether DoD Police Officers are exempt, while off-duty, from the state proscription on carrying loaded firearms by virtue of the exception set out in California Penal Code § 12031(b)(1) (“full-time, paid peace officers of . . . the federal government who are carrying out official duties while in California”). The parties agree to jointly request an opinion from the Attorney General of California to clarify this issue within 60 days after the effective date of this Agreement.

(3) In the event that the California Attorney General determines that DoD Police Officers come within the exception set out in California Penal Code § 12031(b)(1), or in the event that certain Employees hold a California permit to carry a weapon concealed,

Management agrees that such Employees may check authorized personal weapons in the Security Forces armory when on duty. Employees shall not store authorized personal weapons other than in the Security Forces armories at Los Angeles AFB or Fort MacArthur.

(4) In the event that the California Attorney General determines that DoD Police Officers come within the exception set out in California Penal Code § 12031(b)(1), the parties acknowledge that a question may arise as to whether an Employee is acting within the scope of his/her employment should an incident occur while the Employee is off duty and carrying a weapon pursuant to authority conveyed by the State of California. For this reason, Employees are strongly encouraged to carry personal liability insurance.

**Section J.** The parties acknowledge that DoD Police badges and identification cards issued by the 61<sup>st</sup> Security Forces Squadron are for official use only. Management reserves the right to discipline Employees who misuse such credentials.

**Section K.** The parties acknowledge that Government resources, including but not limited to, computers, telephones, vehicles, and credit cards are for official use only. Employees are encouraged to seek guidance from their Supervisor or an Ethics Counselor in SMC/JA, if necessary, as to what constitutes official use of Government resources. Personal use of Government property or resources may result in disciplinary action.

## ARTICLE 6

### UNION RIGHTS AND RESPONSIBILITIES

**Section A.** The Union has the exclusive right to represent all bargaining unit Employees of the 61<sup>st</sup> Security Forces Squadron in consultations and negotiations with the Employer regarding personnel policies, practices, or other matters affecting working conditions.

**Section B.** The Union shall be given the opportunity to be represented at any examination of an Employee by the Employer 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.

It is understood that the Union representative may participate in the discussion during the examination. However, the Employer has no obligation to bargain with any Union representative who may be permitted to attend the investigation. The Union representative's participation will be to advise the Employee, not to argue the merits of the case with Management.

**Section C.** The Employer agrees to budget for and provide the Union with an office, one computer, printer, E-mail and LAN connections, appropriate furniture, and expendable supplies for Union use during the term of this agreement, at no cost to the Union. The Union will submit to the 61<sup>st</sup> Security Forces Squadron its projected requirements in conjunction with the annual budget cycle. This office space will be for the exclusive use of the Union to conduct Union business pursuant to this Agreement. In the event, however, that mission requirements dictate a relocation of the Union office, the Employer will utilize its best efforts to provide equivalent space at another location on-base. The Union may also request the temporary use of appropriate meeting or conference space for the conduct of Union business during non-work hours. Such requests will be submitted in writing to the Commander, 61<sup>st</sup> Security Forces Squadron. Space, when available, will be granted by the Employer. Granting of space will be subject to normal security and safety regulations. The Union shall be responsible for maintaining the space and furnishings in a clean, secure condition.

**Section D.** The Employer agrees to provide a bulletin board located at Security Forces facilities at Los Angeles AFB and Fort MacArthur for the exclusive use of the Union. Prior approval for posting material will not be required; however, the Union agrees that no material posted shall be libelous, scurrilous, derogatory, or inflammatory.

**Section E.** Management agrees to provide a class "A" telephone for authorized Union business. The Union will not use Government telephones for solicitation of membership or dues collection or other internal IBPO or personal business unless the calls are charged to an IBPO or personal telephone calling card.

**Section F.** The Employer recognizes that Employees may be elected or appointed as delegates to a union convention or other such function, which necessitates an absence from the activity for periods not to exceed two weeks. In this regard, the Employer may authorize annual leave or leave without pay subject to the reasonable requirements of the Employer for such Employees, provided 14 days advance notice is given. Such requests will not be unreasonably denied.

**Section G.** Providing that staffing within the 61<sup>st</sup> Security Forces Squadron permits, Management may grant annual leave or leave without pay for a period not to exceed one year to serve as a full time National Union official for the International Brotherhood of Police Officers.

## ARTICLE 7

### REPRESENTATION AND CONDUCT OF UNION BUSINESS

**Section A.** The Commander and Chief of Operations of the 61<sup>st</sup> Security Forces Squadron are designated as the principal contacts for conducting business with the Union. Such designation will not in and of itself preclude the Union from contacting the Air Base Group Commander or other Management officials on any matter that may appropriately be brought to their attention.

**Section B.** The President of the Union or a duly authorized representative will be the spokesperson for the Union and shall have the right to consult and negotiate with Management on matters covered by this Agreement.

**Section C.** The Employer will recognize duly authorized Union officials to represent the Employees of the 61<sup>st</sup> Security Forces Squadron. The Union shall keep the Employer advised in writing, of the names of its officers and stewards by posting on the Union bulletin board. The Employer will be advised within thirty (30) days of any changes in Union officers or stewards.

**Section D.** Union officers and stewards are authorized a reasonable amount of time during duty hours to perform official representational duties as necessary to properly represent the interest of all Employees and to carry out the provisions of this Agreement. They shall conduct their business promptly and will make every effort possible to eliminate conflicts between their regular duties and their Union duties. The Union agrees that Union Officials and stewards will approach representational duties in a professional, efficient manner.

**Section E.** When Union officials and stewards desire to be excused from official duties to engage in authorized Union activities (Section D) they will request permission from their supervisor and state the nature of the representational duties and the anticipated length of time that will be required. Management consider and promptly act upon such requests. When the Union business is concluded or if more time is necessary, the Union official will contact the appropriate supervisor. The supervisor shall authorize the absence unless mission requirements preclude immediate release. Where mission requirements preclude immediate release, Management will release the Union official or steward(s) as soon as possible. The supervisor will furnish the Employee and the Union official an area suitable for private conversation with Employees, so far as the work area or facilities allow.

**Section F.** Authorized representatives of the International Brotherhood of Police Officers, who are not Employees, will be allowed to visit the work area to conduct authorized Union business, subject to normal security restrictions.

**Section G.** A Union official will be permitted to address new Employees for a reasonable period of time. The presentation may not be used for solicitation of membership.



## ARTICLE 8

### VOLUNTARY ALLOTMENT OF UNION DUES

**Section A.** Employees desiring to have Union dues paid by payroll deduction will complete Standard Form 1187 and submit the form to SMC/FMF (civilian pay).

**Section B.** The Employer will forward these Standard Forms 1187 (Payroll Deduction) to the Defense Finance and Accounting Service (DFAS) to effectuate the deduction.

**Section C.** The Employer will ensure that DFAS is apprised that these funds are to be remitted to the Comptroller, Fiscal Office, International Brotherhood of Police Officers, 159 Burgin Parkway, Quincy, Massachusetts 02169-4213.

**Section D.** The Union may inform Management of any problems identified in connection with the deduction of Union dues. Management will use its best efforts to ensure that such problems are corrected in a timely manner.

**Section E.** Management shall take action to terminate an Employee's voluntary allotment for payment of Union dues, effective with the start of the first pay period following the pay period in which Management is apprised that any of the following events have occurred:

- (a) Loss of exclusive recognition by the Union.
- (b) Separation of an Employee from the bargaining unit.
- (c) Receipt by the Employer of notice from the Union that the Employee has been suspended or expelled from the membership in the Union.

**Section F.** An Employee must submit a Standard Form 1188 to SMC/FMF (civilian pay) to terminate the payroll deduction.

## ARTICLE 9

### PERSONNEL RECORDS

#### Section A – Official Personnel Folders.

(1) It is agreed that the Official Personnel Folder (OPF), maintained at the Air Force Personnel Center, Randolph AFB, Texas, is the official repository of personnel information regarding Employees. Only authorized documents (defined by OPM or other appropriate Federal or Air Force regulations) will be maintained in the Official Personnel folder.

(2) Because of longstanding issues regarding the content of Employee OPFs, the parties agree to baseline the content of these records. Management will request a Report of Individual Personnel (RIP) summarizing each officer's record through the PERSACTION system. Management has provided each incumbent Employee with a copy of their RIP. Management will provide new Employees with a copy of their RIP within 90 days of initial appointment. Thereafter, Management will provide each Employee with a copy of their RIP annually during the month of their birthday.

(3) Management will provide the personnel liaison, 61<sup>st</sup> Security Forces Squadron, with a copy of those regulations or policies related to the contents and/or coding of OPF documentation (to include both experience coding and training). Management will, with the assistance of the Civilian Personnel and Training Flights, make this guidance available to Employees for inspection at the unit.

(4) Based on Employee review of these RIPs, the Union will provide Management with a list of all officers whose RIPs reflect information which may be inaccurate or incomplete. Management will schedule an individual appointment for each such Employee with the personnel liaison, 61<sup>st</sup> Security Forces Squadron, at which time the Employee and the liaison will attempt to resolve these issues. Where the personnel liaison is unable to resolve the problem, Management will make available a personnelist and/or training specialist who will work with the Employee and the Air Force Personnel Center (AFPC) to update the requisite information. Management will provide each Employee with a copy of the corrected information to reflect the fact that corrections have been accomplished.

(5) It is the responsibility of each Employee to provide the source documents necessary to substantiate experience, training, and other relevant information.

(6) Where an Employee believes that his OPF contains erroneous or inaccurate data, the Civilian Personnel and/or Training Flight will assist each such Employee in requesting and obtaining a copy of his/her OPF and effecting any necessary corrections.

(7) Where Management schedules appointments for Employees under the authority of this Article, the Employee shall be in a duty/pay status when attending such appointments.

(8) Management will honor an Employee's signed release requesting the release of information to outside agencies in response to pre-employment inquiries. Unless mandated by OPM, Air Force, or other appropriate authority, Management will release information held by the Employer through the Civilian Personnel Flight's records system manager and from an approved system of records maintained by the Employer.

### **Section B – Supervisor's Employee Work Folder.**

(1) The supervisor may use the Supervisor's Employee Work Folder (AF Form 971) to record information concerning Employee performance, conduct, administrative matters, training, and a description of any pertinent discussions with the Employee. With respect to any adverse information, the supervisor shall give the Employee the opportunity to comment or disagree before documentation is inserted in the AF Form 971. Where the supervisor, higher authority, or third party review determines that the adverse information is unsubstantiated, the supervisor will remove the information from the AF Form 971. The supervisor shall discuss any entries containing adverse information with the Employee and request the Employee to initial such entries. The Employee's initials reflect only that the Employee is aware of the substance of the entry, not that the Employee agrees with the substance of the entry. An Employee may review his/her folder upon request.

(2) Where a supervisor retains information in violation of this Article, the entry may not be used as a basis for supporting any adverse personnel action.

(3) Records of disciplinary action will be maintained as described below.

(a) Counselings – up to one year in the AF Form 971.

(b) Oral Admonishment – up to one year in the AF Form 971.\*

(c) Reprimand – Two years in the AF Form 971; coded in Personnel Data System for two years.

(d) Suspension – Three years in the AF Form 971 and SF50 in OPF as permanent record.

\*NOTE: Except, if the Employee is subject to a second disciplinary action within one year, retain up to two years in the AF Form 971.

(4) When a record or other information is removed from the AF Form 971, the entry and all references to that entry will be physically removed.

(5) Subsection (3) above does not preclude adverse information being removed early as a result of a third party decision, mediated settlement agreement, or other ADR proceeding.

**Section C – Training Folder (AF Form 623).** Management will maintain copies of all certifications, technical training, and other job-related education in the Employee's training folder on a permanent basis. The training folder will be maintained as a permanent record in order to establish the Employee's professional credentials in the event he/she is required to testify in court or other official proceeding.

## ARTICLE 10

### SAFETY AND HEALTH

**Section A.** The parties agree to cooperate in the continuing effort to eliminate accidents and health hazards and to encourage Employees to work in a safe manner.

**Section B – Normal Duty Equipment.** The parties agree that the following protective clothing and equipment is required for the safe performance of normal police officer duties:

(1) A weapon in good condition with three (3) magazines/45 rounds of hollow point ammunition;

(2) Uniform headgear;

(3) CPR mask and latex gloves;

(4) Flexible restraints, baton, handcuffs, chemical agents, whistle, flashlight, portable radio, leather gear commonly referred to as “Sam Brown equipment” for use with the blue service uniform; and

(5) Police identification card; oval style uniform badge [which includes, from top to bottom, the officer’s duty title (e.g., “Police Officer”, “Sergeant,” etc.), “Los Angeles AFB Police”, and a DoD seal and badge number]; wallet badge; personalized name plates for wear on the uniform.

**Section C – Tactical Uniforms and Equipment.**

(1) The parties agree that a requirement exists to provide Employees with a tactical uniform. This issue will be referred to the SMC-IBPO Partnership Council for additional fact finding and implementation. The SMC-IBPO Partnership Council will confer and agree on an appropriate tactical uniform within 30 calendar days of the approval of this Agreement. Management shall initiate procurement of the approved tactical uniform within 30 calendar days of the Partnership Council’s decision.

(2) The parties agree that a requirement exists to provide Employees identified to perform emergency services duties with certain additional equipment. Management has, after consultation in the SMC-IBPO Partnership Council, determined that Employees may be required to be available for emergency services duties. Subject to the availability of funds, Management agrees to utilize its best efforts to provide the following additional equipment for all Employees (except where noted below):

- (a) Riot helmet with protective face shield;
- (b) Riot baton, 36-inch length;
- (c) Riot-type protective vest (with collar) with subdued "POLICE" markings on the front and back (minimum of 30);
- (d) Heavy duty leather gloves – military rappelling type;
- (e) Nylon web gear, pouches, retention holster, water canteen, and canteen cover;
- (f) Gear bag; and
- (g) Riot shields (minimum of 30).

**Section D – Unfunded Requirements.**

(1) To the extent that the items identified in Section B of this Article have not previously been issued and funds are not currently available to initiate procurement of these items, Management agrees, within 60 calendar days of the date of approval of this Agreement, to submit an unfunded requirement for the items identified in Section B.

(2) To the extent that funds are not currently available to initiate procurement of the tactical uniforms and equipment identified in Section C of this Article, Management agrees, within 60 calendar days of the date of approval of this Agreement, to submit an unfunded requirement for such tactical uniforms and equipment.

(3) The parties agree that the unfunded requirements addressed in this section are secondary to correcting the narrow band trunked radio deficiencies identified during these negotiations and addressed in a separate SMC-IBPO Partnership Council Memorandum of Agreement dated 16 March 2000.

**Section E.** The Employer will make conscientious efforts to provide and maintain safe working conditions to the full extent of its authority. Employees have a responsibility to identify and report health and safety hazards. The Employer agrees to mitigate or eliminate such hazards in a timely manner. All parties agree to cooperate to that end.

**Section F.** Except when exigent circumstances otherwise require, no Employee shall be required to work in or about areas where conditions exist that are unsafe or detrimental to health without proper precautions, protective equipment and safety devices.

**Section G.** When Employees are assigned to work posts where no facilities are available for securing water and taking care of sanitation needs the Employer shall make appropriate arrangements to accommodate the Employee's needs. When an Employee's work hours are extended on post, the Employer will make appropriate arrangements to make food and water available on-site or provide relief as needed to the Employee.

## ARTICLE 11

### FEDERAL EMPLOYEES COMPENSATION

**Section A.** Employees have the responsibility of informing their supervisors *immediately* of all injuries or illnesses which occur on the job, no matter how slight. Supervisors and the Civilian Personnel Flight are responsible for counseling Employees to report injuries or occupational illnesses or diseases in a timely manner.

(1) Employees will report a traumatic injury on a CA-1 ("Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation") through the supervisor to the Civilian Personnel Flight within three calendar days so as to reach the Department of Labor within 10 working days of the date of the injury. A traumatic injury is generally defined as a wound or other condition of the body caused by external force, including stress or strain.

(2) Employees will report an occupational illness or disease to the Civilian Personnel Flight for transmittal to the Department of Labor on a CA-2 ("Notice of Occupational Disease and Claim for Compensation") within three years of the date the Employee first became aware of the condition. An occupational illness or disease is generally defined as a condition produced in the work environment over a period longer than one work day or one shift. It may result from systematic infection, repeated stress or strain, exposure to toxins, poisons, or fumes, or other continuing conditions of the work environment.

**Section B.** An Employee is entitled to initially select a physician for treatment of an injury. The Employee may choose any licensed physician in private practice who has not been excluded by the Department of Labor. Obtaining first aid from the USAF Clinic does not constitute an initial choice of physician.

**Section C.** Except for a referral by the attending physician, any change in treating physician after the initial choice must be authorized by the Department of Labor. Otherwise, the Department of Labor may not be liable for the expenses of treatment. The Employee should request any such change in writing with an explanation of the reasons for the request.

**Section D.** Supervisors and Union representatives will promptly advise each other of on-the-job injuries incurred by Employees. Because of the complex issues involved, Employees and supervisors are encouraged to consult with the Injury Compensation Program Administrator in the Civilian Personnel Flight throughout the process.



**Section E.** When travel is necessary to receive initial medical care at the time an injury is sustained, the Employer will furnish the injured Employee with non-emergency transportation if the Employee is unable to drive himself/herself safely. When an Employee is incapacitated at work because of a work-related injury or illness, the Employer shall make arrangements for emergency transportation to a medical facility. The Employer will include any charges for such transportation in the worker's compensation claim submitted by the Employee to the Department of Labor.

**Section F.** An injured Employee may obtain copies of all documents related to their on-the-job injury or illness claims retained in the workers' compensation files maintained by the Civilian Personnel Flight.

**Section G.** The parties agree that supervisors will maintain an adequate supply of the basic forms for the proper recording and reporting of injuries. Forms are also available on the Department of Labor website ("[www.dol.gov/dol/esa/public/regs/compliance/owcp/forms.htm](http://www.dol.gov/dol/esa/public/regs/compliance/owcp/forms.htm)"). Supervisors will inform an injured Employee of the procedures to be followed in reporting and submitting a claim and will encourage Employees to –

- (1) Report every injury as soon as possible after occurrence.
- (2) Consult with the Injury Compensation Program Administrator in the Civilian Personnel Flight as to the procedures involved.

## ARTICLE 12

### HIRING AND RECRUITMENT

**Section A.** The parties share a common interest in recruiting the best quality candidates for positions in the 61<sup>st</sup> Security Forces Squadron. Management is committed to the concept of pre-employment screening to ensure the selection of the best qualified candidates. Management believes that panel interviews can contribute to an effective hiring process.

(1) Management may request that supervisors, Air Force Security Force Members, and Employees participate as members or observers during the pre-employment screening process. The Commander, 61<sup>st</sup> Security Forces Squadron, shall select panel members subject to unit manning considerations.

(2) All participants in the selection process function as trusted agents and may not disclose the questions, responses, or recommendations of the panel. Personal information developed during the hiring process is subject to The Privacy Act.

(3) The selecting official will consider the recommendations of the panel members, but retains ultimate responsibility for hiring decisions.

**Section B.** Management may, when it benefits the interests of the Air Force, designate Employees to represent the 61<sup>st</sup> Security Forces Squadron at law enforcement academies, military installations, job fairs and other outreach activities designed to increase the pool of potential applicants.

## ARTICLE 13

### WORK SCHEDULE, HOURS OF WORK, AND SHIFT VACANCIES

**Section A.** The Employer will establish shifts, hours of work, and tours of duty.

**Section B.** Work scheduling by Management encompasses determination of the appropriate administrative work week, tours of duty, shift schedule, number of personnel required, work force balance, leave requirements, training needs, overtime required, etc. The determinations made regarding each of the above listed areas may fluctuate based on factors such as mission requirements, workload, and budget.

(1) **Global Changes.** Management will initiate Impact and Implementation (I&I) bargaining with the Union before initiating any non-emergency global schedule changes involving all members of the bargaining unit or a majority of the personnel on any given shift. Whenever possible, such I&I negotiations will take place at least seven days prior to the proposed implementation date. In addressing such proposed changes, the parties will give consideration to accommodating individuals with long term personal commitments such as college classes, etc. Where the parties have engaged in I&I bargaining but have been unable to reach a mutually agreed resolution, Management reserves the right to implement the proposed change 10 calendar days after the date of the initial notice. Notwithstanding any other provision of this subsection, if Management determines that the agency would be handicapped in carrying out its functions or costs are substantially increased, lesser notice of the change may be provided.

(2) **Individual Changes.** In connection with individual shift changes, supervisors will consult with the affected Employee(s) at least 14 calendar days prior to the proposed implementation date unless the agency determines that it would be seriously handicapped in carrying out its functions or if costs would be substantially increased. Whenever practical, Management will solicit volunteers to effect necessary changes. If a voluntary resolution is not possible, Management will give consideration to accommodating individuals with long term personal commitments such as college classes, etc. Before effecting a shift change to provide training, Management will consult with the Employee regarding the possibility of a detail within the 61 SFS to provide the necessary training. The Employer agrees to make reasonable attempts to limit individual movement for training.

(3) **Emergency Changes.** The parties agree that Management has the right to make immediate changes to respond to operational emergencies, providing the affected Employees with as much advance notice as is reasonably possible.

**Section C.** The basic work week is forty (40) hours and may involve an uncommon tour of duty within the seven-day administrative workweek. The administrative workweek begins at 0001 hours Sunday and ends at 2400 hours the following Saturday. Work shifts which overlap the administrative workweek are considered to be in the workweek in which they begin. The days available for scheduled days off will encompass the entire workweek. Employees will be permitted to bid for their shift and days off. Where application of the interim seniority selection system (grade and leave SCD) causes administrative difficulties (e.g. work force imbalance), Management retains the right to make appropriate changes in days off. Probationary Employees will acquire seniority upon completion of their probationary period. Temporary and/or term Employees do not acquire seniority. The parties agree to address future changes in the seniority system in the SMC-IBPO Partnership Council.

**Section D.** New hires, at the conclusion of initial training, will be tentatively assigned to a vacancy on a shift. Before the new hire reports to his/her assignment, Employees with seniority will be afforded the opportunity to apply for any open assignment.

**Section E.**

(1) The parties agree that it is desirable to have lead officers (GS-083-08 sergeants) deployed as field supervisors. The parties believe that maximizing the time lead police officers spend in the field will enhance their ability to observe officers and thereby improve the quality of their inputs into the appraisal process.

(2) The parties agree that it is desirable to qualify more Employees to perform desk officer duties. Employees may be assigned to perform desk officer duties for 90-day rotations. First priority will be accorded to Employees who volunteer for desk officer duties.

(3) Absent a waiver granted, on a case-by-case basis, by the Commander, 61<sup>st</sup> Security Forces Squadron, or his/her designee, no Employee may be assigned to perform primary desk officer duties unless he/she has successfully passed their standardization evaluation. The parties agree that all qualified GS-07 Employees who express an interest will be given a fair opportunity, over the course of the year, to serve as a desk officer.

**Section F.** The parties agree on the need to provide sufficient Security Force manning to ensure the safety of the base population, provide timely backup to police officers in the event of emergency, and ensure that officers are relieved in a timely manner for necessary breaks. The parties agree to work toward this objective.

**Section G.** In the event that normal 61 SFS manning falls below those levels which are necessary to meet mission requirements (to include meal and latrine breaks), the

supervisor will request additional personnel. Possible sources of additional personnel include, but are not limited to, utilizing 61 SFS staff personnel; READY Augmentees; canceling or limiting approved Employee leave, TDY, or training; or calling in other civilian police officers on an overtime basis. Under exigent circumstances, the supervisor or desk officer may approve the closure of gates, for short periods of time, to meet mission needs.

## ARTICLE 14

### DETAILS AND TEMPORARY PROMOTIONS

**Section A.** A detail is the temporary assignment of an Employee to a different position or set of duties for a specified period of time. There is no formal position change; officially, the Employee continues to hold the position from which detailed and keeps the same status and pay.

#### **Section B – Credit for Details.**

(1) Details of 30 calendar days or less will be documented on the Supervisor's Employee Work Folder Brief (AF Form 971).

(2) Management will prepare a new work plan for all Employees detailed for more than 30 calendar days. Details in excess of 30 calendar days (where the Employee is not qualified for a temporary promotion) to a higher grade will be recorded on an appropriate SF-50. A copy of each will be furnished to the Employee along with a description of the duties involved. A copy of the SF 50 will be placed in the Official Personnel File. Employees should also record the experience on an OF-612, Application for Federal Employment, and submit it to the supervisor (for verification) and the Civilian Personnel Flight for inclusion in his/her Official Personnel File. The Employee may include and submit cumulative experience totaling 30 calendar days or more (subsection 1 above) for experience credit under this subsection.

**Section C.** Newly-hired Employees may not be detailed to another position until they have completed their initial standardization evaluation, except as approved by the Commander, 61<sup>st</sup> Security Forces Squadron.

**Section D.** If an Employee is required to perform duties outside his or her normal position description without being detailed, the Employer shall take this fact into consideration when deciding how to rate the Employee.

**Section E.** Fully qualified Employees required to perform in a higher grade established position for more than 30 consecutive days will be given a temporary promotion. The supervisor shall take action to initiate the temporary promotion as soon as it becomes apparent that the detail will exceed 30 calendar days.

## ARTICLE 15

### OVERTIME PROCEDURES

**Section A.** The Employer retains the right to assign overtime. Overtime will be assigned in a fair and equitable manner, taking into consideration factors such as skills, safety, qualifications, training, work site, etc.

**Section B.** Management will maintain a mandatory rotating Service Computation Date (SCD) overtime roster. This roster will begin with the Employee with the lowest SCD date and proceed alphabetically (for those with identical SCD dates) through the Employee with the highest SCD date. Once notified of the requirements to work overtime, the notified Employee is responsible for reporting at the specified time. The following procedure may be used to arrange for a substitute:

(1) When contacted by the Employer, the Employee will acknowledge that they are responsible for working overtime. If they want to substitute an Employee to work in their place, it is the Employee's responsibility to locate an acceptable substitute.

(2) If the Employee has located a substitute, both the notified Employee and the substitute Employee will promptly confirm the substitution with the Employer.

(3) For subsections (1) and (2) above, the Employer retains the right to approve or disapprove the substitution.

(4) Employees who are assigned by Management to work a special detail (for more than four hours) on overtime will receive credit on the overtime roster. Special details will be posted as far in advance as possible.

(5) Management will post work schedules identifying scheduled overtime one (1) week in advance. Sign ups for scheduled overtime may include trained GS-086 augmentees. This provision does not address unscheduled overtime.

(6) Any scheduled overtime not filled with volunteers (on a first come, first served basis) is assigned by Management based on the rotating SCD overtime roster.

**Section C.** Nothing in this section precludes Management from directing Employees to work overtime until persons next up on the rotating SCD overtime roster can be located. If the Employee directed to work overtime works four (4) hours or more, the Employee receives credit on the overtime roster. The Employee performing the overtime work may inform the Employer if they desire to work only until an Employee on the mandatory

overtime roster can report or if they desire to work the whole shift. The Supervisor will render a decision based on the needs of the Employer.

**Section D.** Employees who *volunteer* to work overtime will not receive credit on the mandatory overtime roster.



## ARTICLE 16

### SPECIAL SALARY RATE

**Section A.** The parties agree to use their best efforts to process a request for a Special Salary Rate for GS-083-XX, Police Officers in the Los Angeles Consolidated Metropolitan Statistical Area (CMSA) to the Federal Executive Board. The parties understand that such a request must address special pay for all Federal agencies employing GS-083 police officers in the Los Angeles CMSA.

**Section B.** In the event the Federal Executive Board approves such a request, Management agrees to forward the request through channels to the Office of Personnel Management (OPM) for action. The parties understand that the final authority for approving or disapproving a request for a special salary rate rests with OPM.

**Section C.** The Union agrees to assist in developing labor market and other data necessary to support this request. Management agrees to facilitate a joint presentation by the parties to the Federal Executive Board on the subject of a special salary rate for GS-083 police officers in the Los Angeles CMSA.

## ARTICLE 17

### ANNUAL LEAVE PROCEDURES

**Section A.** Leave policy is described in AFI 36-815, *Absence and Leave*, 1 November 1999, or any superceding instruction.

**Section B.** Employees will provide supervisors with an annual leave forecast not later than 31 January of each year. Supervisors will consolidate the annual leave forecasts and develop a flight schedule showing the year's projections. The parties acknowledge that this flight schedule will change throughout the year, but it will provide supervisors with an effective baseline planning tool. Employees will review and either verify or update their remaining projected annual leave not later than 31 July of each year. Employees have a responsibility to properly schedule and request annual leave; however, failure on their part to do so does not relieve the supervisor of the responsibility to ensure that Employees are notified of the requirement to submit a projected annual leave schedule.

**Section C.** Employees may request annual leave for dates not previously scheduled when short-notice circumstances or needs arise. Employees should give as much advance notice to the supervisor as possible when requesting unscheduled leave.

**Section D.** When too many Employees have projected leave for the same dates, the supervisor will notify those affected Employees and give them the opportunity to change their projected leave. If no one is willing to change their dates, supervisors will approve an appropriate number of leave requests based on members' Service Computation Date (SCD).

**Section E.** Employees will request leave by submitting SF Form 71, Application for Leave, to their immediate supervisor. Supervisors will approve or disapprove the annual leave within seven calendar days. When annual leave requests are disapproved, the supervisor will provide a written explanation to the Employee on the leave slip. Annual leave slip requests, approvals, and disapprovals will be placed in the Supervisor's Employee Work Folder (AF Form 971), Part 6.

**Section F.** Employees are reminded that previously approved annual leave may be canceled when the Employee's absence would adversely affect workload/production or during emergencies or contingencies. The Commander, 61<sup>st</sup> Security Forces Squadron and his/her designee are the sole authorities for canceling previously approved leave.

## ARTICLE 18

### SICK LEAVE PROCEDURES

**Section A.** Leave policy is described in AFI 36-815, *Absence and Leave*, 1 November 1999, or any superceding instruction, except as modified below.

**Section B.** Sick leave is a *qualified* right, not an *absolute* right, and is subject to supervisor approval. Supervisors will exercise their discretion consistent with the criteria set out in Section G below. Sick leave may be used for, but is not limited to, the following reasons:

- (1) When incapacitated for duty by sickness, injury or pregnancy.
- (2) For medical, dental or optical treatment.
- (3) Care of family members pursuant to the Family Medical Leave Act (FMLA) and/or the Family Friendly Leave Act (FFLA).
- (4) Counseling for substance abuse.

**Section C.** Supervisors have the right and responsibility to verify sick leave use and may, in cases of suspected abuse, require medical documentation in accordance with AFI 36-815, ¶ 3.5.3. Employees using what appears to be excessive amounts of sick leave, with insufficient medical documentation to prove incapacitation, may be counseled concerning the proper use of such leave and told of their responsibility to utilize it only for authorized purposes. Management reserves the right to issue leave abuse letters in six month increments. Such letters impose procedural restrictions on leave usage and may require additional medical documentation – even for one-day absences. The parties agree that leave abuse letters may be placed in a central repository where they will be available to the on-duty supervisor when an Employee calls off sick. Such letters will be accessed on a need-to-know basis in accordance with the Privacy Act, 5 U.S.C. § 552a.

**Section D.** Management may take disciplinary or adverse action if an Employee fails to follow established leave procedures or there is evidence that sick leave is being abused. Failure to provide requested medical documentation within a reasonable period of time may also result in the missed time being charged as Absent Without Leave (AWOL).

**Section E.** Employees should request sick leave for prearranged medical, dental or optical treatment as far in advance as possible. Employees will request leave by submitting SF Form 71, Application for Leave, to their immediate supervisor. Supervisors will approve or disapprove the leave within 48 hours of the date submitted.

**Section F.** When an Employee is out on sick leave for more than three consecutive workdays, the Employee shall provide medical documentation from the attending physician pursuant to AFI 36-815, *Absence and Leave*, ¶ 3.5.1 and Attachment 1, 1 November 1999 (or any successor instruction thereto). In the case of extended illness, Management may require periodic medical documentation to establish the Employee's continued incapacity to return to duty. In accordance with AFI 36-815, ¶ 3.5.3, Management may require an Employee who is in receipt of a leave abuse letter to submit medical documentation for absences of less than three days.

**Section G.** The parties acknowledge that unscheduled sick leave or "call-offs" have the potential to impair mission accomplishment, increase costs, and leave critical posts unmanned. To avoid such disruption, Employees will, absent exigent circumstances, request sick leave or emergency annual leave for unplanned absences from the *on-duty El Segundo Shift Supervisor* by telephone at least two hours before the beginning of the scheduled shift. For absences of three days or less, Employees will request sick leave on the first day and on every additional day of absence, unless otherwise directed by the supervisor.

(1) Management will provide the on-duty shift supervisor with a combination cellular telephone/pager. This number will be annotated on the Squadron recall roster. This cellular phone is for official use only.

(2) Where the Employee is unable to make contact with the on-duty Shift Supervisor, the Employee will notify the law enforcement desk officer of the call off. The desk officer will annotate the date and time of the call off in a Sick Leave Log maintained at the desk and request that the on-duty Shift Supervisor call the Employee at home. The Employee remains responsible for continuing to make reasonable, good faith efforts to contact the on-duty Shift Supervisor.

(3) The on-duty Shift Supervisor may, in the absence of a leave abuse letter regarding a particular Employee, grant such requests for sick leave or emergency annual leave. The on-duty Shift Supervisor is responsible for ensuring that personnel are available to man all critical posts on the following shift. To this end, the on-duty Shift Supervisor may hold over Employees from the prior shift, call in overtime personnel, and take other necessary steps to ensure that critical posts are manned.

(4) In exigent circumstances threatening mission accomplishment, the on-duty Shift Supervisor may order an Employee to report for duty unless the circumstances are such that a reasonable person would conclude, based on the information known to the supervisor at the time, that the Employee's condition poses a danger to himself or the safety of others.

(5) Where an Employee (a) calls off less than one hour before he or she is due to report for duty or (b) the Employee is the subject of an existing leave abuse letter, the on-duty Shift Supervisor will refrain from granting sick leave or emergency annual leave and expeditiously refer the request to Squadron Operations Officer for decision. The Operations Officer may grant the Employee's request or direct the Employee to report for duty unless the circumstances are such that a reasonable person would conclude, based on the information known at the time, that the Employee's condition poses a danger to himself or the safety of others.

**Section H.** Employees shall not be placed on sick leave without their consent when they are ready, willing, and able to work.

**Section I.** Management may, in its discretion, grant advanced sick leave in accordance with AFI 36-815, ¶ 3.11. Management agrees to assist the Union in soliciting donated leave for Employees who are seriously ill.

**Section J.** An Employee who is pregnant will report that fact to her supervisor as soon as reasonably possible so that the Employer can take steps to protect the Employee's health or modify her work conditions and make necessary staff adjustments. The Employer and the Union agree that when there is doubt as to an Employee's ability to continue to perform the duties of her position safely, the Employer may request the Employee to furnish a medical certificate from her physician. The physician may authorize continued work subject to such precautionary measures as required.

## ARTICLE 19

### OTHER LEAVE

**Section A.** All Employees have a civic responsibility to respond to calls for jury duty and other court services.

**Section B.** Permanent and temporary full-time Employees are entitled to court leave for jury service in accordance with AFI 36-815, *Absence and Leave*, Chapter 6, 1 November 1999. Employees testifying on behalf of the Agency in any official proceeding regarding matters arising in the course of their official duties are in a duty status. In accordance with 5 C.F.R. § 550.122, an Employee entitled to receive night differential pay will not have that differential reduced when testifying in a duty status.

## ARTICLE 20

### EMPLOYEE TRAINING

**Section A.** The Parties agree that well-trained, professional Employees are essential to accomplishing the mission of the 61<sup>st</sup> Security Forces Squadron. Unlike most SMC employees, the training and credentials of DoD Police Officers are subject to being challenged in judicial proceedings. Proper training is essential for establishing Employee qualifications when DoD Police Officers are summoned to testify in military and civilian courts or other proceedings. Proper training and certification are also critical from a risk management perspective in the event the Agency or individuals are sued for actions taken in the performance of their official duties. The parties acknowledge that all Employees are fully qualified 083 police officers. The parties note, however, that Employees have received their initial training from a wide variety of sources utilizing different criteria and methodology. The parties agree that this diversity of training and experience has the potential to compromise officer safety since Employee responses under stress may vary according to their individual training and experience. The parties therefore agree that, subject to the availability of funds, Management will utilize its best efforts to achieve a common training baseline for all Employees.

**Section B.** In furtherance of these objectives, the parties agree that the Mixed Basic Police Training Program (MBPTP) offered at the Federal Law Enforcement Training Center (FLETC) shall be the baseline training course utilized to meet SMC requirements. Subject to the availability of funds, such training shall be offered at the discretion of the agency.

**Section C.** The parties agree to the following training goals for all Employees:

(1) All Employees hired more than 90 days after the date of approval of this Agreement may be required to attend and successfully complete the standardization training designated under Section B above as a condition of employment. All applicants for employment will be required to sign a statement acknowledging that Employees not successfully completing the required training will be separated from Government employment.

(2) With respect to incumbent Employees, the parties agree that all Employees will, at the discretion of the agency and subject to the availability of training funds and course quotas, complete the required course of training as soon as reasonably possible. It is the intent of the parties that all Employees who attend any required training will successfully complete this training. Management will establish a training priority list which will accord first priority to those Employees who have not completed FLETC or a

California POST certified academy. Management will update this list on a regular basis and provide the Union with a copy of each revised training priority list.

(3) The parties agree that incumbent Employees who are unable to successfully complete the required training may be subject to Management action including, but not limited to, the following:

(a) Employees will normally be offered the opportunity to retake the course. Employees who fail the required training for a second time or decline to retake the required training are deemed to be not qualified to perform the duties of a GS-083 police officer and will either be reassigned or terminated consistent with normal personnel practices. The parties agree that SMC has no requirement for GS-085 security guard positions.

(b) While awaiting the opportunity to retake the required training, incumbent Employees will be prohibited from exercising any authority under California Penal Code § 830.8(b). To the extent that any incumbent Employee is receiving a retention allowance, Employees failing the mandatory training for the first time shall have their retention allowance, if any, reduced by a minimum mandatory 10 percent or greater.

**Section D.** Management agrees to budget funds for core standardization and follow-on police officer training. Management agrees to use its best efforts to ensure that funding is available to achieve the training goals set forth in this section. Management agrees to explore the use of fallout funds, if any become available, to enter into a requirements contract with an appropriate agency to provide the necessary training.

**Section E.** The Employer agrees to record appropriated job-related training accomplishments in the automated Air Force training database and to provide a copy of such automated records to the Employee upon request. Employees have a responsibility to furnish the Training Flight, 61 MSS/DPE, with copies of all training completion certificates. In addition, Management will retain hard copy law enforcement training completion certificates on a permanent basis in the Employee's AF Form 971 for use in connection with judicial proceedings.

**Section F.** Management agrees to provide Employees with instruction in the use of new forms and equipment required in the performance of assigned duties, normally prior to implementation.

**Section G.** The Employer will make a conscientious effort to notify Employees of mandated training as far in advance as possible to facilitate work schedule changes and/or off station travel.



**Section H.** Field Training Officers will be assigned to each shift. The Shift Supervisor will select the officers for these positions based on their skills, knowledge, and experiences.

**Section I.** Management will assign two full time personnel to the Squadron training function. In addition, the parties agree that significant cost savings could be achieved by conducting weapons qualification in the Los Angeles area rather than at Edwards AFB. To this end, Management agrees to add Combat Arms Training and Maintenance (CATM) duties to the COREDOC or position description for two DoD Police Officers, one of whom is the civilian assigned to the Squadron training section, and to facilitate the necessary CATM qualification training.

## ARTICLE 21

### POLICE OPERATIONS

**Section A.** The 61<sup>st</sup> Security Forces Squadron utilizes GS-083 police officers to perform core law enforcement functions. Where mission requirements dictate, and no GS-083 police officers are available, members of the Squadron staff (both military and civilian) and READY Augmentees may be assigned to perform these duties. While assigned to the on duty flight and performing law enforcement functions, staff personnel (both military and civilian) and READY Augmentees are subject to the direction and control of the on-duty Shift Supervisor, acting on behalf of the Squadron Operations Officer, the Squadron Commander, and Commander, 61<sup>st</sup> Air Base Group. The Shift Supervisor may designate an on-scene or incident commander to assume operational control of a specific incident. All 61<sup>st</sup> Security Forces Squadron personnel (military and civilian) are subject to the operational control and direction of the on-duty Shift Supervisor or the incident commander.

**Section B.** The parties agree that DoD Police Officers on fixed posts will, upon recognition, salute officers operating vehicles with blue “officer” decals displayed. Management agrees to educate the SMC officer population on their duty to return such salutes and to take corrective action, if necessary, to ensure that all SMC personnel are treated with courtesy and respect.

**Section C.** Police/emergency vehicles will be marked “POLICE” on the left and right sides and at the rear, with the Department of Defense seal and the words “Los Angeles AFB, CA” on each side of the vehicle.

**Section D.** GS-08 Lead Police Officers will prepare the quarterly performance feedback in consultation with the supervisor. The GS-08 Lead Police Officer and supervisor will jointly prepare the performance appraisal, including the initial 90-day appraisal, but the appraisal must be signed by the supervisor.

**Section E.** GS-08 Lead Police Officers may administer informal corrective actions, such as retraining or counseling, in an effort to correct misconduct or performance deficiencies, and may recommend (to include preparation of draft documents) proposed oral or written admonishments for the supervisor to administer.

**Section F.** Management agrees to utilize its best efforts to assign one (1) GS-083 Police Officer as a Detective. Management agrees to provide specialized investigative training as appropriate.

## **ARTICLE 22**

### **POLICE COMMUNICATIONS**

**Section A.** All parties agree that a reliable radio communications system is necessary to ensure successful mission accomplishment. Employees will work together with Management to report radio system discrepancies to appropriate base officials, and to ensure that corrective actions will be given the highest priority possible.

**Section B.** The parties also agree communications and operational security concerns necessitate development of special procedures. To that end, Management will work together with Employees to develop a list of 10-codes, pro-words, call signs, and other mechanisms that will enhance officer safety in the presence of other persons. These radio communication procedures will be published and distributed to all Employees, and will be included in initial Phase I training of new Employees.

## **ARTICLE 23**

### **DUTY EQUIPMENT**

**Section A.** The Parties recognize that the mission of the Employer involves work that requires specialized equipment. The Employer will provide all equipment necessary to perform the work.

**Section B.** The Employer may require reasonable accountability procedure for assigning equipment to the Employee.

**Section C.** The Employer will provide equipment that is safe and in good operating condition for performing official duties. Employees may be required to perform routine maintenance on the equipment. Employees should immediately report defective equipment, once they identify it, to their supervisor.

**Section D.** Liability for lost or damaged equipment may only be assessed pursuant to an approved Report of Survey conducted pursuant to Air Force Manual 23-220, *Reports of Survey for Air Force Property*, 1 July 1996, or any successor manual.

## ARTICLE 24

### EMPLOYEE UNIFORMS

**Section A.** The parties agree that they have a mutual interest in DoD Police Officers presenting a professional image on duty. In addition, the parties agree on the need to establish reasonable wear standards for uniform items to provide for the issuance of replacement items on a regular schedule. Management will issue each new Employee in-kind the uniforms and footwear necessary to perform police officer duties.

**Section B.** The parties agree that the wear-out period for uniform shirts and trousers is two years. The wear-out period for boots is two years. Management will replace uniform items in kind on the schedule set forth in Section C below. In addition, Management will replace uniform items damaged beyond repair in the course of performing official duty on a case-by-case basis. Employees will turn in damaged items on a one-for-one replacement basis. Because the uniform replacement program has not been fully implemented during the second year of operation for the 61<sup>st</sup> Security Forces Squadron, some valid uniform replacement expenses have not been reimbursed. To correct this situation, Management agrees, subject to the availability of funds, to take the following one-time actions prior to 30 September 2000 –

(1) To pay each Employee, who has completed their one-year anniversary as of the effective date of this Agreement, a one-time, \$200.00 uniform allowance in accordance with AFI 36-801, *Uniforms for Civilian Employees*, 29 April 1994. This payment is in lieu of any individual claims for reimbursement by any Employee.

(2) To issue each Employee, who has completed their one-year anniversary as of the effective date of this Agreement, one uniform shirt and one pair of uniform trousers. The total cost cash payments and in-kind issues under this section may not exceed \$400.00.

**Section C.** After an Employee has passed his/her one-year employment anniversary, Management will, subject to the availability of funds, issue each Employee in kind –

(1) Two uniform shirts and two pairs of uniform trousers each year.

(2) One pair of urban-wear boots every two years

Employees will turn in used items on a one-for-one basis

**Section D.** Where a Supervisor determines that an Employee's uniform is unserviceable or presents an unprofessional appearance because it has been damaged in the line of duty,

the Supervisor will provide the Employee with written documentation to that effect. The Employee will present that documentation to the supply officer when requesting a replacement. The supply officer shall either replace the item in kind or have it repaired at Government expense. If the Employee believes that a uniform item requires replacement rather than repair, the Employee may request that the Operations Officer review the decision that an item is repairable. Decisions by the Operations Officer as to whether an item is repairable are final and not subject to further review, whether in the negotiated grievance procedure or any other forum. This section does not contemplate replacement due to normal wear and tear (addressed in Section C above).

**Section E.** Turn-in uniforms which have been in service for more than 120 days shall not be reissued. Turn-in uniforms which have been tailored to fit the body armor issued to a specific Employee will not be re-issued except with the consent of the Employee being issued the turn-in item. Management will not effect in-kind replacement with used boots (turn-ins). Cold weather jackets and other turn-in items not worn next to the skin may, if serviceable, be reissued as in-kind replacements.

**Section F.** When an Employee retires or separates from employment, the Employee is responsible for turning in all uniforms and equipment issued by the Employer during Employee out-processing.

**Section G.** Management agrees to submit an unfunded requirement to address current year uniform requirements, to the extent that existing funds are not currently adequate for this purpose. Management agrees to program a specific amount for uniform replacement in the budget process and to separately identify uniform replacement as an item in the 61<sup>st</sup> Security Forces Squadron FINPLAN.

## **ARTICLE 25**

### **EMPLOYEE ASSISTANCE AND COUNSELING**

Management may request Air Force mental health personnel to respond to the scene of an incident to assess and evaluate Employees experiencing personal behavioral problems to determine whether further referral is required to protect the well-being of the Employee.

## ARTICLE 26

### CLASSIFICATION AND WAGE ADMINISTRATION

**Section A.** Upon request, Employees shall be furnished a copy of their official position description/COREDOC and may discuss its contents with their supervisors at any time deemed to be mutually convenient given workload considerations. The official position description/COREDOC contains the principal duties and responsibilities, which may affect the classification, title, series, or grade of the job.

**Section B.** The purpose of a position description is to describe, for pay and classification, the major duties and skills required of a position. A position description may not list every duty an Employee may be assigned but is to reflect the major duties and responsibilities that are controlling of a position's series and grade. When the term "performs other duties as assigned" or other related duties is used in a position description, the term means tasks which are related to the position and are of an incidental nature. However, if it is determined necessary, duties may be assigned which are not specifically spelled out in the position description.

**Section C.** The Employer agrees to furnish the Union, for review and comment, all proposed new or changed classification standards which are referred by higher headquarters to SMC for comment. The Employer agrees to forward any Union comments to higher headquarters. The Employer will provide the Union copies of newly issued classification standards. In the event that the Civilian Personnel Flight, 61 MSS/DPC, becomes aware of any draft classification standards being prepared in functional channels regarding GS-083 positions, the Employer will furnish a copy of that draft to the Union for review and comment.



## ARTICLE 27

### EMPLOYEE PERFORMANCE MANAGEMENT

**Section A – Evaluation of Employees’ Performance.** The parties agree that supervisors will utilize the procedures set forth in this Article in administering the Civilian Performance Program set out in AFI 36-1001, *Managing the Civilian Performance Program*, 1 June 1996, and any successor instruction. Supervisors shall apply performance standards in a fair, objective, and consistent manner so that an Employee can reasonably be expected to attain the standard. Such standards, as applied, shall be measurable, realistic, and mutually understood.

**Section B – Training.** The parties will cooperate in developing an ongoing performance management training program.

(1) At the discretion of the agency, performance management training will be provided for designated Union representatives, lead police officers, and supervisors. If training is provided, the parties agree that every reasonable effort will be made to ensure that the initial training is accomplished during the first half of the 2000-2001 appraisal cycle. In addition, the parties agree that it is desirable for all lead police officers and supervisors to attend the week-long course for new supervisors within one year of the effective date of this Agreement. Management agrees to make every reasonable effort to schedule newly appointed supervisors to attend this course, if necessary, within six months of their appointment.

(2) The Civilian Personnel Office, Management officials, and Union representatives may jointly present training of up to three hours of instruction, for all Employees to include but not limited to the following areas:

(a) Requirements of AFI 36-1001, any MAJCOM or local supplements, and this Article

(b) Joint supervisor/employee involvement in developing performance plans and elements.

(c) Performance feedback requirements

(d) Identifying, documenting, and correcting performance deficiencies.

### **Section C – Developing Performance Plans.**

(1) The supervisor will inform each Employee of the performance requirements of the Employee's position and will evaluate him/her continually to determine how well the requirements are met in terms of quality, quantity, and manner of performance.

(2) Performance requirements predicated on duties assigned and/or included in official position description/COREDOC will be discussed with each Employee when he/she is newly assigned to a position. New or revised performance requirements which are established as a result of changes in duties and responsibilities, technological changes, or performance criteria will be discussed with the affected Employee(s) by the immediate supervisor.

### **Section D – Periodic Performance Feedback.**

Supervisors will provide each Employee with written performance feedback on a quarterly basis (three feedback discussions and an annual appraisal).

### **Section E – Identifying Performance Deficiencies.**

( 1) The supervisor will annotate, in accordance with Article 9 of this Agreement, the Supervisor's Employee Work Folder, AF Form 971, and attachments, to reflect any discussions held with the Employee which reflect either work performance above the level required or which indicate a need for improvement. These entries may be utilized for further performance discussions, documentation for annual performance rating and incentive award recognition. If an Employee's performance is in need of improvement, the supervisor will advise him/her of his/her shortcomings, give him/her an opportunity to improve and assist him/her in meeting performance requirements. Prior to recording entries concerning performance on AF Form 971, the supervisor will discuss those entries with the Employee. Employees will be given an opportunity to initial any favorable or unfavorable comments entered on Supervisor's Employee Work Folder. The Employee's initials indicate only that the Employee is aware of each entry. The Employee's initials do not indicate agreement or disagreement.

(2) The supervisor will work together with the Employee in an attempt to resolve any performance problems which arise. The supervisor will inform the Employee, in writing, of the critical element(s) for which performance is unacceptable, and what improvement is required to bring the Employee's performance up to a fully successful level. If these problems are not resolved through discussions between the supervisor and the Employee and it becomes necessary to issue a Performance Improvement Plan (PIP), the supervisor will coordinate the PIP with the Civilian Personnel Flight. PIPs will be established for a minimum period of 90 days. The Civilian Personnel Flight will notify the Union in writing or via electronic mail before the PIP is issued to the Employee of all

proposed notices and letters issued to an Employee which deal with marginal or unsatisfactory performance, denial of within-grade increases, and/or adverse performance ratings. All such proposed notices shall state that the Employee may contact a Union representative regarding the notice or letter. If the Union becomes aware of a performance problem that requires Management attention, the Union will consult with the Civilian Personnel Flight to address the problem.

(3) When a determination has been made that an Employee cannot perform satisfactorily in his/her current position, the Employer will not issue a notice of proposed removal before it has been determined the Employee cannot be reassigned at his/her current grade or changed to a lower graded position for which he/she qualifies. Efforts to place the Employee in another position will continue during the notice period.

#### **Section F Annual Performance Ratings.**

(1) As provided in AFI 36-1001, Tables 1.1–1.3, 1 June 1996, the rating official will have supervised the Employee for at least 90 calendar days before rendering a performance rating. Performance appraisals will be accomplished at least annually. The annual performance rating assigned to each Employee will be given by the Employee's supervisor of record for the rating period who is immediately responsible for the Employee's work and who assigns, reviews, and evaluates the Employee's work. When the rating official is unable to discharge these responsibilities, the reviewing official accomplishes them.

(2) Ratings will not conform to any predetermined statistical distribution but be based solely on Employee's performance.

(3) The rating supervisor will review the appraisal with the second level supervisor for each Employee prior to discussion of the rating with the Employee.

(4) The supervisor will discuss the annual appraisal with the Employee after it has been signed by the first and second level supervisors. The supervisor will discuss each rating element in terms of the Employee's performance. The Employee will sign the appraisal. The Employee's signature indicates only that it has been discussed and shown to the Employee. The supervisor will provide the Employee with a copy of the appraisal.

(5) The original appraisal will be maintained in the Employee's AF Form 971 by the Employee's supervisor. These appraisals will not be released nor shown to anyone except as authorized by the Employer or the Civilian Personnel Flight on a need-to-know basis. In the event of a grievance or complaint, Management shall provide an Employee's designated representative a copy if authorized to do so in writing by the Employee.

**Section G – Disputes Involving Performance Appraisals and Ratings.** Any dispute regarding a performance appraisal and rating, except one based on an allegation of discrimination, which involves a member of the bargaining unit may be resolved in accordance with the negotiated grievance procedure set forth in Article 29 of this Agreement.

**Section H – Within-Grade Increases.** The supervisor will furnish the Employee with a letter informing the Employee of a decision to withhold a within-grade increase (WGI) at least 45 calendar days before the WGI is scheduled to take effect. The Employee or the Union may request reconsideration of this decision pursuant to AFI 36-1001, Chapter 10, within 10 workdays of receiving the decision letter.

**Section I – Bargaining Completed.** This Article reflects the fact that the parties have negotiated the impact and implementation of AFI 36-1001, 1 June 1996. The parties agree that impact and implementation is necessary prior to the implementation of any pass/fail appraisal system. The parties share a common interest in ensuring that all SMC employees are evaluated under the same performance management system.

## ARTICLE 28

### DISCIPLINARY AND ADVERSE ACTIONS

**Section A.** The parties agree that investigations should be conducted expeditiously and disciplinary actions taken in a timely fashion. The parties further agree Employees are entitled to a reasonable degree of finality in the disciplinary process.

**Section B.** The parties agree to utilize their best efforts to ensure that all investigations conducted by the 61<sup>st</sup> Security Forces Squadron with respect to alleged Employee misconduct are completed in a timely and expeditious manner. Under normal circumstances, Management will strive to complete such investigations within 30 calendar days. If Management is unable to complete the investigation within 30 calendar days, Management agrees to provide the Employee with written notice that an investigation is ongoing and that disciplinary action is contemplated. This notice requirement does not apply to investigations conducted by outside agencies or in situations where providing such notice would compromise the investigation.

**Section C.** When an Employee is subject to discipline, the Employer will strive to initiate the disciplinary action within 30 calendar days of the completion of an investigation of the matter. If Management is unable to achieve this goal, Management will provide the Employee with written notice stating:

(1) The general basis for the action contemplated.

(2) That the Employee will be informed in writing when a decision has been made on whether or not to initiate disciplinary action.

**Section D.** If Management elects to propose disciplinary action, the notice of proposed action will include a statement of reasons as to why it was not possible to complete the investigation within 90 calendar days of the goal set out in Section B above. The Union agrees that the statement of reasons for delay contemplated by this section does not give rise to a defense on the merits and may not be the basis for a grievance or Unfair Labor Practice complaint.

**Section E.** The parties agree that disciplinary actions will be taken in accordance with AFI 36-704, *Discipline and Adverse Actions*, 22 July 1994, or any successor instruction. Counseling is intended to improve Employee conduct and performance and does not constitute a disciplinary action. As used in this Article, the following definitions apply:

(1) *Adverse Action.* A removal, suspension, furlough for 30 calendar days or less, or reduction in grade or pay. These actions do not include those resulting from reduction-in-force. Adverse actions may or may not be for disciplinary reasons.

(2) *Disciplinary Action.* An action Management takes to correct an Employee's delinquency or misconduct. Included are oral admonishments, reprimands, suspensions, removal and, in some cases, reductions in grade or pay. Except for oral admonishments or reprimands, these disciplinary actions are also adverse actions.

(3) *Counseling.* A *non-disciplinary* method of providing information, instruction, guidance, advice, assistance, or encouragement. Counseling may be written or oral. Counseling should not be confused with an oral admonishment which is disciplinary in nature.

**Section F.** The parties agree that, except in unusual circumstances or where there is newly discovered evidence, Management will not reopen or set aside completed disciplinary actions.

**Section G.** An Employee may either appeal an adverse action through the statutory appellate procedures or the negotiated grievance procedure, but not both. Employees are encouraged to consult with the Union before making such an election. The Union shall determine which cases are referred to arbitration.

## **ARTICLE 29**

### **NEGOTIATED GRIEVANCE PROCEDURE**

**Section A.** The purpose of this Article is to provide for a mutually acceptable method for the prompt and equitable settlement of grievances.

**Section B.** This negotiated procedure shall be the exclusive procedure available to the Employer, the Union and the Employees in the Bargaining Unit for resolving such grievances.

**Section C.** A grievance is defined to be any dispute or complaint between the Employer and the Union or an Employee or Employees covered by this Agreement which may pertain to any of the following:

(1) Any matter involving interpretation, application, or violation of this Agreement; and

(2) Any matter involving working conditions, interpretation and application of agency policies, regulations, and practices not specifically covered by this Agreement.

**Section D.** The parties agree that the negotiated grievance procedure does not apply to –

(1) Equal opportunity complaints processed under 42 U.S.C. § 2000e-16 pursuant to Article 33 or other matters within the ambit of SMC/CCD; or

(2) Actions where the Employee has elected to proceed under a separate statutory appeal procedure or where the subject matter is expressly excluded by statute.

**Section E.** If an Employee desires representation using this grievance procedure, the Employee must be represented by a Union appointed representative or a personal representative approved by the Union.

**Section F.** Management will refer any formal grievance to the Labor Relations Officer, 61 MSS/DPCE, for guidance. The Labor Relations Officer shall render a decision on the grievability or arbitrability of a grievance prior to the start of the time limit for the written answer in Step 1 of this procedure. Any rejection of a grievance on the grounds that it is not a matter subject to this grievance procedure, or is not subject to arbitration shall be executed at Step 1 of the grievance procedure. Management shall provide a final written decision to the Union rejecting the grievance. The Union may, in its discretion, refer disputes as to grievability or arbitrability to an arbitrator as a threshold-issue in the

related grievance The Employer and the Union shall share the arbitrator's fees and expenses equally.

### **Section G.**

(1) Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis by the first-level supervisor. The parties agree to use their best efforts to settle the grievance at the lowest possible level. Management should consult the Civilian Personnel Flight as needed. The filing of a grievance shall not be construed as reflecting unfavorably on an Employee's good standing, his/her performance, or his/her loyalty to the organization.

(2) The Civilian Personnel Flight will establish and maintain a grievance file when a formal written grievance has been submitted. This file will contain all documents pertinent to the case, such as a memorandum explaining the informal resolution attempted, signed by the official who considered the matter, and any material relied on to support the action.

(3) Management will allow reasonable time during working hours for an Employee and any designated representative, if otherwise in a duty status, to discuss, prepare for, and present grievances. The Employee and such representative are entitled to review and obtain copies, upon written request, of any material relied on to support the action.

### **Section H – Informal Grievance.**

(1) A grievance so identified by the Employee shall first be addressed by the concerned Employee and/or the Union representative with the first level supervisor or, in the case of a disciplinary action, the deciding official in an attempt to settle the matter. Grievances must be presented within fifteen (15) calendar days from the date of the act or event creating the problem or the date the Employee became aware of, or should reasonably have become aware of the facts giving rise to the grievance. An extension of time not to exceed ten (10) additional calendar days will be granted for extenuating circumstances. Extensions must be requested and confirmed in writing and contain specific reasons for the request. The supervisor will render his/her decision not later than fifteen (15) calendar days after presentation of the grievance. The decision may be rendered in the same manner as the grievance was presented.

(2) If the matter is not resolved by the procedures delineated in Section H(1), the Employer and the Union will confer to determine whether the grievance is one which can be resolved using mediation or other procedures described in Article 31 of this Agreement. .



### **Section I – Formal Grievance (Step 1).**

(1) If the matter is not satisfactorily settled at the informal grievance stage, the Union may, within ten (10) calendar days, submit the grievance in writing on a standard Local 548 grievance form to the Commander, 61<sup>st</sup> Security Forces Squadron.

(2) The Squadron Commander will render a decision in writing to the Union within ten (10) calendar days. In the event the parties agree to engage in fact-finding or ADR, this 10-day response time will commence at the conclusion of the fact-finding or ADR process if no resolution is achieved.

**Section J – Formal Grievance (Step 2).** If the grievance is not settled under Section I, then the Union may, within ten (10) calendar days, forward the grievance directly to the Commander, 61<sup>st</sup> Air Base Group, for further consideration. The Commander shall review the grievance, consult with the parties and render his/her written decision within fifteen (15) calendar days after receipt of grievance or the completion of any additional fact-finding or ADR efforts. The Group Commander may delegate his responsibility to render a final decision under this section to the Deputy Commander, 61<sup>st</sup> Air Base Group.

**Section K.** The Union President may submit grievances in writing directly to the Commander or Deputy Commander, 61<sup>st</sup> Air Base Group, with respect to issues of broad general application to all Employees. Grievances must be presented within fifteen (15) calendar days from the date the Employee or the Union becomes aware, or should reasonably have become aware, of the facts giving rise to the grievance. An extension of time not to exceed ten (10) additional calendar days will be granted for extenuating circumstances. Extensions must be requested and confirmed in writing and contain specific reasons for the request. The Commander may, after inquiry with the Squadron Commander and receipt of appropriate staff advice, meet and confer with the Union President in an attempt to resolve the issue. The Air Base Group Commander or Deputy Air Base Group Commander, will provide a written answer within 15 calendar days after receipt of the grievance. If the grievance is not resolved by the Deputy Commander to the satisfaction of the Union, the Union reserves the right to request that the Air Base Group Commander personally review the matter. If these efforts are unavailing, the Union may refer the matter to arbitration. Nothing herein will preclude either party from attempting to settle such grievance informally, by mediation or otherwise, at the appropriate level.

**Section L.** The Commander, 61<sup>st</sup> Air Base Group, may submit Employer initiated grievances in writing directly to the Union President. The procedure and time limits will be the same as in Section K above.

**Section M.** The parties may extend all time limits in this Article by mutual consent. Such extensions should be confirmed in writing. Management's failure to observe the time limits set forth in this Article shall entitle the aggrieved party to advance the grievance to the next step. Neither party may raise new issues after Step 1 of the formal grievance procedure.

## ARTICLE 30

### ARBITRATION PROCEDURES

**Section A.** If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance may, upon written request by either party within 30 calendar days after issuance of the Employer's final decision, be submitted to arbitration. In the event the Union declines to request arbitration and the Employee requests arbitration as an individual, the Employee is responsible for paying all costs associated with the arbitration.

**Section B.** Within seven (7) calendar days from the date of the request for arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) to provide a list of seven impartial persons qualified to act as arbitrators. In the event the parties agree on arbitration, however, but cannot mutually agree on the source for an arbitrator, the parties shall draw lots to determine whether the source shall be FMCS or the AAA. The parties shall meet within five (5) calendar days after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of seven and continue to repeat this procedure until only one name remains. The remaining person shall be the duly selected arbitrator. The parties shall determine which party strikes first via a coin toss.

**Section C.** The FMCS or the AAA shall be empowered to make a direct designation of an arbitrator to hear the case in the event:

- (1) Either party refuses to participate in the selection of an arbitrator.
- (2) Upon inaction or undue delay on the part of either party.

**Section D.** If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

**Section E.** The arbitration fee and the expenses of the arbitration shall be borne equally by the Employer and the Union. However, in no event will an amount for per diem and transportation be greater than that permitted under the Joint Travel Regulations. The arbitration hearing will be held on the Employer's premises during the basic work week. All participants in the hearing shall be on duty status.

**Section F.** The arbitrator will be requested to render his/her decision as quickly as possible, but in any event not later than 30 calendar days after the conclusion of the

hearing unless the parties mutually agree to extend the time limit. Copies of the decision will be furnished to both parties.

**Section G.** The arbitrator's award shall be binding on the parties. However, either party may file exceptions to an award with the Federal Labor Relations Authority, under regulations prescribed by the Authority.

## ARTICLE 31

### ALTERNATIVE DISPUTE RESOLUTION

**Section A.** The parties agree that Alternate Dispute Resolution (ADR) provides an effective means of resolving disputes in a fair and expeditious manner. The parties agree to use their best effort to resolve disputes through ADR. This Article implements the Alternative Dispute Resolution Act of 1996, 5 U.S.C. § 572, the ADR requirements set forth in 29 C.F.R. Part 1614 and Air Force Policy Directive 51-12, *Alternate Dispute Resolution*, 1 April 1999. The purpose of using ADR is to augment, and not replace, the Negotiated Grievance Procedure (NGP) or the procedures established in 29 C.F.R. Part 1614. Agreements reached through ADR that do not violate law, regulation, or current negotiated agreements shall be binding on each disputing party. If the ADR process is unsuccessful, the parties (Management, the Union, or the Employee) reserve the right to independently pursue appropriate avenues of redress or appeal as specified in the grievance or EEO process. This Article reflects that fact that the parties have completed Impact and Implementation bargaining on the Air Force ADR program.

**Section B.** The following Management officials are responsible for administering the SMC ADR program:

(1) The principal ADR Program Official for EEO matters is the Chief of the Equal Opportunity Office (SMC/CCD) and the principal ADR Program Official for Grievances is the Chief of the Workforce Effectiveness Branch (61MSS/DPCE). Requests for ADR service shall be made to these organizations for disputes that fall within their purview. When issues overlap between dispute forums, these officials will coordinate their ADR efforts.

(2) The principal ADR Coordinator for consolidating reports, arranging for ADR training, and coordinating external ADR activities is the Chief of the Equal Opportunity Office (SMC/CCD). These functions are not intended to provide oversight of other ADR Program Officials, but rather to gather and consolidate requirements and reports.

**Section C.** The parties agree that all ADR sessions are confidential. Records of proceedings are limited to a memorandum for record indicating the name of the neutral, the date the ADR activity was held, and whether or not an agreement was reached. The appropriate record custodian for the particular dispute will maintain the memorandum. ADR settlement agreements will be maintained by the record custodian in the dispute case file. ADR Neutrals will respect confidentiality within the bounds of law, rule, regulation, and negotiated agreements. The parties recognize and agree that discussions regarding the terms of a particular settlement agreement are necessary for implementation and to resolve questions of implementing agencies, as appropriate.

**Section D.** The Union agrees that it has no interest in participating in or observing the ADR process except where an Employee has specifically requested that the Union represent him or her in the specific ADR proceeding. When the Union is acting as the representative of a particular Employee, Management agrees to ensure that the Union is involved in the ADR procedure. The parties agree that matters settled under the ADR process may not be raised under any other procedure.

**Section E.** The parties agree that ADR settlement agreements are unique to the circumstances surrounding the particular issue in controversy. The parties further agree that agreements reached through ADR do not establish precedent or past practice, and may not be produced as evidence during subsequent proceedings unless incident to a claim of breach.

**Section F.** The purpose of the ADR Program is to resolve disputes at the lowest practical level; therefore, the parties agree that participation during ADR activities is between the disputing parties, with representation on either side providing advice to their respective client. Participation in ADR activities is strictly voluntary and there is no penalty, reprisal, or adverse impact toward a person who does not choose to participate.

**Section G.** The parties recognize and agree that an effective ADR Program must have Neutrals who are well trained and provided appropriate duty time to perform the duties, if the assignment is considered as an additional duty. Use of external Neutrals will be used when the parties mutually determine that (a) internal Neutral resources do not exist or (b) it is in the best interest of the disputing parties. Concerns regarding a particular Neutral will be resolved between the Employee, Employee Representative, or the Union, and the particular ADR Program Official.

**Section H.** The parties agree to the following priority of utilization of ADR Neutrals:

(1) **Priority One:** Internal Air Force Neutrals at Los Angeles AFB, California. Management agrees to provide mediation training for designated Union personnel and to include interested Union mediators on the list of Air Force Neutrals for Los Angeles AFB. Management will provide the Union with a list of internal Air Force Neutrals. Management will update this list in January of each year. For ADR involving an EEO matter, Management is only required to furnish the Union with the name of the internal Air Force neutral if the Union is designated as the Employee's representative.

(2) **Priority Two:** Air Force Neutrals assigned to other Air Force installations. Management will provide the Union and the disputing parties with the name(s) of the Air Force Neutrals within 5 workdays of ADR procedure election. For ADR involving an EEO matter, the Union will be provided the external Air Force Neutral's name only if the Union is designated as the Employee's representative.

(3) **Priority Three:** Management will make available Contracted Neutrals through the Air Force General Counsel's Office (SAF/GCQ). Management will provide the name(s) of the Contracted Neutral to the disputing parties and the Union, if appropriate, after ADR procedure election and appropriate tasking by SAF/GCQ. For ADR involving an EEO matter, the Union will be provided the Contracted Neutral's name, only if the Union is designated as the Employee's representative.

(4) **Priority Four:** Taking into consideration budget and scheduling considerations, the parties may also agree to utilize the Federal Mediation and Conciliation Service to resolve grievance issues.

**Section I.** Management agrees to provide Official Time to Union Representatives, if designated, in accordance with Article 35, for Employees and Neutrals, if they are assigned to SMC, Los Angeles AFB, California.

## **ARTICLE 32**

### **UNFAIR LABOR PRACTICES**

Prior to filing an official Unfair Labor Practice charge, the Parties agree to use their best efforts to achieve a local resolution or settlement by the use of consensual problem solving means.



## ARTICLE 33

### EQUAL EMPLOYMENT OPPORTUNITY

**Section A – Policy.** The Employer and the Union agree to cooperate in providing equal opportunity for all persons regardless of race, color, sex, religion, age, physical handicaps, or national origin; to eliminate all discrimination wherever it is known to exist; to assure that all personnel programs, policies, and assignments are free of discriminatory practices; and to work toward a truly integrated work force through a continuing affirmative action program.

**Section B – Religious Accommodation.** Both parties agree that all Employees should be treated with the same respect and consideration, regardless of their religion or lack thereof. As such, the Employer will use its best efforts to accommodate Employees' exercise of their religious expression, unless such accommodation would impose an undue hardship on the conduct of the Employer's operations. Management will provide a copy of the "Guidelines on Religious Exercise and Religious Expression in the Federal Workplace," dated 14 August 1997, to all supervisors.

**Section C – Program Objectives.** The parties agree that they will give full support to the Equal Opportunity Policy and program objectives established by the Equal Employment Opportunity Commission (EEOC) directives, pertinent laws and government-wide regulation. The Employer will establish plans and programs to attain the Air Force objectives. The parties will jointly work to attain the following objectives:

(1) The Employer will ensure that all personnel actions and employment practices are accomplished in accordance with statute, decided case law, EEOC directives, and government-wide regulations.

(2) The Employer will expeditiously consider all complaints of discrimination and make every effort to provide for just and fair resolution of complaints, to include mediation where appropriate.

(3) The Employer will ensure that Employees who allege discrimination or who participate in the presenting of EEO complaints are free from restraint, interference, coercion, discrimination, or reprisal.

**Section D – EEO Council.** The Employer agrees to recognize and appoint to the SMC EEO Council one member nominated by the Union. The Union shall be afforded the opportunity to have a member on the various subcommittees.

**Section E – Union Representation.** In recognition of the Union’s role as exclusive representative, the Employer agrees to the following:

(1) During pre-complaint counseling EEO counselors will advise all potential discrimination complainants covered by this Agreement of the right to representation of their choice, to include the Union. The counselor’s final interview notice will include the Employee’s right to representation.

(2) If designated, the Union shall have the right to be present at all discussions between Management and the Employees concerning EEO complaints.

(3) When the complainant does not elect to have Union representation, the Union will be permitted to have an IBPO National Representative present as an observer at the hearing unless the complainant objects. The EEOC Administrative Judge will determine the validity of the objection and make the decision on the question of attendance.

(4) If the Union is designated as the Employee’s representative, the Employer shall provide the Union with a copy of the EEO counselor’s report.

**Section F – Statistical Data.** The Employer agrees to provide the Union sanitized information regarding the number, basis for, and status of all complaint processing and pre-complaint counseling activities involving bargaining unit Employees. This information shall be provided by the Chief EEO Counselor on a quarterly basis.

**Section G – Counselor Training.** If the Employer determines that such training is necessary, the Employer will provide training for two (2) members of the bargaining unit in basic EEO counseling. In addition, the Employer will furnish the Union with 10 copies of the SMC/CCD poster identifying primary duty and collateral duty EEO counselors. The Union agrees to post these posters on each IBPO bulletin board.

**Section H – Employee Training.** At the request of the Union, the SMC EEO Office will provide training to bargaining unit Employees on their rights and responsibilities in the area of Equal Employment Opportunity.

**Section I – Affirmative Action.** The Civilian Personnel Officer shall furnish the Union with a copy of the goals and objectives established in support of affirmative action. The Union agrees to post, on its bulletin boards, the affirmative action goals identified.

**Section J – Supervisor Support for EEO Programs.** At the Employer’s discretion, each new civilian supervisor will be advised of his/her supervisory and EEO responsibilities as prescribed by law and regulations. In addition, the Employer may, in its exclusive discretion, require that the work plan of each civilian supervisor includes a

performance element pertaining to his/her responsibilities under the EEO and Affirmative Action programs.

**Section K – Negotiated Grievance Procedure.** The parties agree that EEO discrimination complaints will not be processed under the negotiated grievance procedure contemplated by this Agreement. The SMC EEO Office will refer aggrieved Employees, who do not raise an EEO basis, to the Union for assistance. In addition, the EEO Office will apprise such Employees as to any other sources of information or avenues of redress that may be available.

## **ARTICLE 34**

### **REDUCTION-IN-FORCE**

The Employer agrees to notify the Union of any pending reduction-in-force (RIF) adversely affecting the Employees. Such notice will include reasons for the RIF, number, types, and grades of the positions affected and will be provided to the Union prior to the issuance of RIF notices to Employees.

## **ARTICLE 35**

### **OFFICIAL TIME**

**Section A – Overview.** In order to develop and maintain effective Labor-Management relations, the Employer agrees to allow official time as provided in Sections B and C of this Article to Employees who are officials/stewards of the Union, who have been designated by the Union in writing, and who are otherwise in a duty status to accomplish the specified functions as set forth herein. Only one such Union steward/official will be permitted to attend authorized functions on official time unless an exception is granted on a case-by-case basis by the Employer, or unless more than one representative is authorized by specific provisions of this Agreement.

**Section B – Activities Included.** When work conditions are such that the steward/official may be excused from work, a reasonable amount of official time will be granted. Representatives will provide the supervisors sufficient information to allow the supervisors to understand the complexity of issues for which Official Time is requested. It is the parties' intent that any official time agreed to by the parties authorized under section 7131(d) of the Civil Service Reform Act of 1978 will be encompassed within one of the following activities. Official time which is reasonable, necessary and in the public interest will be granted for the Union to engage in the following activities:

(1) Present grievances at any step of the Negotiated Grievance Procedure or associated Alternate Dispute Resolution Procedure as specified in Articles 29 and 31;

Represent an Employee or the Union at an arbitration hearing;

Appear as a witness at any step of a grievance;

Appear as a witness at an arbitration hearing;

Attend meetings scheduled by Management;

Meet and confer or consult with Management;

Represent an Employee in appeal hearings covered by statutory procedures;

Represent the Union on approved committees authorized by this Agreement;

(9) Be present, pursuant to the Federal Labor Relations Act, as an observer in an adverse action proceeding or grievance adjustment where the Union is not the

Employee's representative (subject to approval of the hearing officer in charge of the proceeding);

(10) Represent the Union in formal discussions involving personnel policies, practices, working conditions, or grievances between bargaining unit Employees and Management;

(11) Represent the Union in investigatory interviews between supervisors and Employees when the Employee has invoked his/her Weingarten rights;

(12) Participate in partnership activities as authorized by the SMC-IBPO Partnership Council Agreement;

(13) Participate in informal Unfair Labor Practice resolution proceedings with Management officials;

(14) Prepare Employee grievances and appeals;

(15) Prepare for meetings scheduled with Management;

(16) Assist an Employee when designated as his/her representative in preparing a response to a proposed disciplinary action;

(17) Prepare responses to Management-initiated correspondence;

(18) Prepare Union grievances;

(19) Assist an Employee in preparing a response to any personnel action resulting from a directed fitness for duty examination;

(20) Prepare for arbitration;

(21) Allow travel time on the base or to the Union office to accomplish any of the above.

**Section C – Restrictions On Official Time.** No official time shall be authorized for functions not listed or referenced in this Article unless otherwise mutually agreed by the parties. Moreover, official time is prohibited for any activity performed by an Employee relating to the internal business of the Union (including the solicitation of membership, election of Union officials, collection of membership dues, etc.).

**Section D – Official Time For Employees.** Employees who are otherwise in a duty status will be granted official time to prepare and present appeals and grievances under

the Negotiated Grievance Procedure in accordance with Article 29. Employees will be released at the earliest opportunity consistent with mission requirements. Management will grant a reasonable amount of official time for preparation of a grievance. On-duty Employees will remain available on-call to respond to urgent mission requirements.

#### **Section E – Official Time Release Procedure.**

(1) When a Union representative desires to leave their assigned work area to conduct authorized Union-Management business, that Union representative must obtain permission of the immediate supervisor. In requesting release, the Union representative will inform the supervisor of the nature of the function to be performed, destination, name(s) of Employee(s) to be contacted, estimated duration, etc.

(2) Subject to the provisions of this Article, and if mission requirements permit, the Union representative shall be released. If release cannot be granted because of workload considerations, the supervisor shall advise the Union representative when release is authorized.

(3) Upon completion of authorized Union-Management business, the Union representative will so advise the Supervisor so that the Supervisor may annotate the official time on the Employee's time card. The Union representative shall initial all official time entries on his or her time card.

(4) For meetings called or approved by Management officials which require the presence of a Union official. Management shall arrange for the Union official's release through contact with the Union official's supervisor.

#### **Section F – Labor Relations Training.**

(1) The Employer agrees to grant a reasonable amount of official time, not to exceed 15 man-days per year, to Union officials to attend Labor Relations training determined to be of mutual benefit to the Employer and the Union. The Union will provide a list of attendees after the training is completed. The Union agrees to provide Management officials the opportunity to attend all training provided by the Union.

(2) The Union shall submit requests by name for official time to the Commander, 61<sup>st</sup> Security Forces Squadron, at least 21 calendar days prior to proposed release for said training. Such requests must include information concerning the content and schedule of such training. Completed training will be entered on Employee's AF Form 971.

(3) Management will approve official time except in cases where the absence of an Employee or Employees would significantly interfere with the Employer's mission.

When requests are disapproved for this reason, Management will communicate the reasons for such disapproval to the Union president in a timely manner.

(4) Training provided by Management pursuant to Executive Order 12871 or the SMC-IBPO Partnership Council will not be counted against official time entitlements.



## **ARTICLE 36**

### **FUNDING PRIORITIES**

The parties acknowledge that many of the funding goals established in this Agreement are long term in nature and may not be accomplished during the life of this CBA. The parties agree to confer in the SMC-IBPO Partnership Council to rank order unfunded requirements in light of available funds.

## **ARTICLE 37**

### **WEIGHT AND FITNESS STANDARDS**

The parties agree that Employees need to be physically fit in order to discharge vigorous police duties. The parties agree to meet together in the SMC-IBPO Partnership Council to develop and promulgate such standards and procedures for their implementation.

## **ARTICLE 38**

### **EFFECTIVE DATES AND TERMS**

**Section A.** This Agreement shall remain in effect for three (3) years from that date. It may be extended for up to two (2) years thereafter by mutual agreement. Either party may reopen this Agreement by providing written notice to the other party within 30 calendar days prior to the expiration of the term of the Agreement or any extension thereof. This contract shall remain in effect until a new one is negotiated and approved.

**Section B.** Except where otherwise agreed by the parties, actions pending at the time of the approval of this Agreement will be processed in accordance with the procedures in effect at the time the action was initiated.

**Section C.** During the course of this Agreement, amendments may be required because of changes in applicable laws or executive orders, which affect any of the terms of the Agreement. In this event, the Parties will meet within thirty (30) days after receipt of a written request from either Party for the purpose of negotiating new language that will effectuate the requirements of such laws or executive orders. Such amendments will become effective on a date determined to be appropriate under the circumstances.

## AUTHENTICATION

This Agreement was negotiated under the auspices of the SMC-IBPO Partnership Council. MUTUALLY AGREED this 7<sup>th</sup> day of July, 2000, subject to the approval of the Defense Civilian Personnel Management Service and the SMC Commander.

FOR IBPO LOCAL 548



DWAYNE PITTMAN, SR.  
President  
IBPO Co-Chairperson



ROBINSON      THERINGTON III  
Representative



SEAN K. DODGE  
Vice President



SCOTT D. KOWALSKI  
IBPO Member



JAIME L. MADRIGAL  
IBPO Member

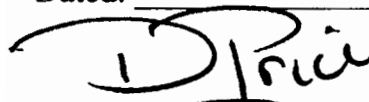


DANIEL J. ABMA  
IBPO Member

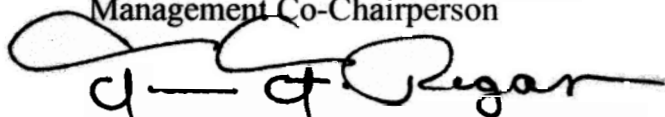
FOR SPACE AND MISSILE SYSTEMS CENTER



EUGENE L. TATTINI  
Lieutenant General, USAF  
Commander  
Dated: **07 SEP 2000**



DAVID E. PRICE, Colonel, USAF  
Commander, 61st Air Base Group  
Management Co-Chairperson



TERRENCE F. REGAN, Lt Col, USAF  
Deputy Commander, 61 ABG  
Management Member



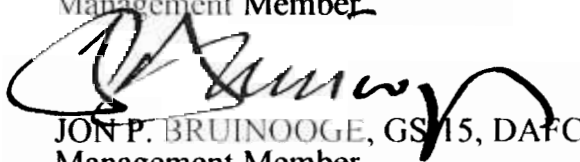
LARRY D. BARTLETT, Major, USAF  
Commander, 61st Security Forces Sq  
Management Member



MAUREEN J. HURLEY, Lt Col, USAF  
Management Member



MARK P. SAKS, GS-13, DAFC  
Operations Officer, 61 SFS  
Management Member



JON P. BRUINOOGUE, GS-15, DAFC  
Management Member



RONALD R. GUILLEN, GM-13, DAFC  
Civilian Personnel Officer  
Advisor



LEONARD GONZALES, GS-13, DAFC  
Advisor



KRISTINE M. KIJEK, Major, USAF  
Legal Advisor



MICHAEL D. MANN, GS-12, DAFC  
Personnel Advisor