

Negotiated Agreement

Between

Seymour Johnson Air Force Base, North Carolina

And

Local 7

National Association of

Independent Labor

Effective Date: 9 October 2015

TABLE OF CONTENTS
TABLE OF CONTENTS

ARTICLE NUMBER	PAGE
Preamble	4
Witnesseth	5
1 Recognition and Unit Designation	6
2 Provisions of Law and Regulation	7
3 Definitions	8
4 Employer Rights and Obligations	10
5 Employee Rights and Obligations	12
6 Union Rights and Obligations	14
7 Information and Unit Membership Lists	15
8 Union Representation	16
9 Negotiations	18
10 Union-Management Meetings	19
11 Union Facilities and Services	20
12 Parking	21
13 Hours of Work and Basic Workweek	22
14 Hours of Work (Firefighters)	26
15 Credit Hour Program	28
16 Telework	29
17 Overtime	36
18 Holidays	38
19 Annual Leave	39
20 Sick Leave	40
21 Family Medical Leave	42
22 Court Leave	45
23 Leave Without Pay	46
24 Excused Absences	47
25 Adverse Weather	48
26 Position Descriptions/Core Documents and Classification	49
27 Wage Surveys	50
28 Environmental Differential/Hazardous Duty Pay	51
29 Performance Evaluation	52
30 Details and Temporary Promotions	54
31 Merit Promotion	55
32 Incentive Awards Program	57
33 Suggestion (IDEA Program)	58

ARTICLE NUMBER	PAGE
34 Training	59
35 Union Training Sessions	60
36 Safety	61
37 Tools, Equipment, Protective Clothing and Facilities	63
38 On-the-job injuries	64
39 Paycheck Delivery and Allotments	65
40 Payroll Withholding of Union Dues	66
41 Travel	68
42 Contracting Out	69
43 Reduction-In-Force, Transfer of Function, or Reorganization	71
44 Civilian Employee Assistance Program	72
45 Charitable and Civic Responsibilities	74
46 Nursing Mothers	75
47 Personnel Records	76
48 Bulletin Boards and Publicity	77
49 Smoking and Tobacco Products	78
50 Dress Standards	79
51 Fraud, Waste, and Abuse	80
52 Disciplinary and Adverse Actions	81
53 Negotiated Grievance Procedure	83
54 Arbitration	88
55 Equal Employment Opportunity	90
56 Unfair Labor Practice Settlement Procedure	92
57 Physical Fitness Activities	93
58 Civilian Drug Testing	95
59 Miscellaneous	97
60 Distribution of Agreement	98
61 Duration of Agreement	99
Appendix A	100
Appendix B	105
Appendix C	106
Appendix D	107
Appendix E	108
Signature Page	109

PREAMBLE

In accordance with Chapter 71 of Title 5 of the U.S. Code, and subject to all applicable statutes and regulations, this negotiated Employer-Union Agreement hereinafter called the Agreement is entered into by and between the Seymour Johnson Air Force Base, North Carolina, hereinafter referred to as the “Employer,” and the National Association of Independent Labor, Local 7, hereinafter referred to as the “Union.”

WITNESSETH

Whereas, the public interest requires high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency; and

Whereas, the well being of employees and efficient administration of the Government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment; and

Whereas, the participation of employees should be improved through the maintenance of constructive and cooperative relationships between labor organizations and management officials; and

Whereas, subject to law and the paramount requirements of public service, effective labor-management relations within the Federal service require a clear statement of the respective rights and obligations of the parties.

Now, therefore, the parties agree hereto, as follows:

ARTICLE 1

RECOGNITION AND UNIT DESIGNATION

The Employer recognizes the Union as the exclusive representative of the following certified unit of employees:

Included: All Air Force non-supervisory employees employed by the U.S. Department of the Air Force, Seymour Johnson Air Force Base, North Carolina and serviced by the Central Civilian Personnel Office.

Excluded: All management officials, supervisors, professional employees, and employees described in 5 USC 7112 (b) (2), (3), (4), (6) and (7).

ARTICLE 2

PROVISIONS OF LAW AND REGULATION

Section 1. In the administration of all matters covered by this agreement, officials and employees are governed by existing and future laws, regulations of appropriate government-wide authorities (e.g., OPM, OMB, GAO, EEOC), Title 5 of the Code of Federal Regulations, published agency policies and regulations in existence at the time this agreement is approved, and subsequently published agency policies and regulations required by law or by regulations of above-stated government-wide authorities.

Section 2. The fact that the Union agrees to published agency policies and regulations in existence at the time the agreement is approved does not preclude the Union from requesting to meet and negotiate on any agency policy and regulation.

ARTICLE 3

DEFINITIONS

The following definitions shall apply to this Agreement:

A. Collective Bargaining. The performance of the mutual obligation of the Employer and the Union to meet at reasonable times and to consult and negotiate in a good faith effort to reach agreement with respect to conditions of employment affecting unit employees. This obligation does not compel either party to agree to a proposal or to make a concession.

B. Condition of Employment. Personnel policies, practices, and matters whether established by rule, regulation, or otherwise affecting working conditions as defined by law.

C. Consultation. Dialogue either oral or written between the Employer and the Union which unlike negotiation does not require mutual compromise. The purpose of consultation is to provide the Union an opportunity to express its views and offer recommendations for consideration by the Employer.

D. Negotiation. Negotiation is defined as good faith bargaining between the Employer and the Union with the objective of reaching written agreement with respect to personnel policies and practices and matters affecting working conditions, insofar as may be appropriate under applicable laws, regulations and published policies.

E. Union Representative. Means an individual designated in writing by Local 7 to represent employees in the bargaining unit as indicated in Article 8 of this Agreement.

F. Commander's Representative. The individual designated in writing by the Employer for the purpose of administering the Labor-Management Program and this Agreement. Currently that individual is the Civilian Personnel Officer.

G. Stewards. Stewards are persons designated in writing by Local 7 as specified in this Agreement.

H. Grievance means any complaint:

(1) By any unit employee concerning any matter relating to the employment of the employee;

(2) By the Union concerning any matter relating to employment of unit employees;

(3) By any unit employee, the Union or the Employer concerning:

(a) The effect or interpretation, or a claim of breach of this Agreement; or

(b) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

I. Supervisor means an individual employed by an agency having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment, except that, with respect to any unit which includes firefighters or nurses, the term “supervisor” includes only those individuals who devote a preponderance of their employment time to exercising such authority.

J. Management official means an individual employed by an agency in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the agency.

K. Seniority means an individual’s length of service as determined by that individual’s Service Computation Date (SCD) as indicated on the civilian leave and earnings statement.

L. SJAFB means Seymour Johnson Air Force Base.

M. Whenever the personal pronouns he, him, or his are used in this Agreement, they shall be construed as neutral in gender, that is, as meaning both he and she, him and her, or his and hers.

ARTICLE 4

EMPLOYER RIGHTS AND OBLIGATIONS

Section 1. Subject to Section 2 of this Article, nothing in this agreement shall affect the authority of any management official of the Employer:

- A. To determine the mission, budget, organization, number of employees, and internal security practices of the Employer; and
- B. In accordance with applicable laws:
 - (1) To hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 - (2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which the Employer's operations shall be conducted;
 - (3) With respect to filling positions, to make selections for appointments from:
 - (a) Among properly ranked and certified candidates for promotion;
 - (b) Any other appropriate source; and
 - (4) To take whatever actions may be necessary to carry out the Employer's mission during emergencies.

Section 2. Nothing in this Article shall preclude the Employer and the Union from negotiating:

- A. At the election of the Employer, 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;
- B. Procedures which management officials of the Employer will observe in any authority under this Article; or
- C. Appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

Section 3. The Employer's designee for purposes of administering this Agreement and the Labor-Management Relations Program at Seymour Johnson Air Force Base is the Civilian Personnel Officer or his designee. The designee will address all queries concerning the Employer's interpretation of activity-wide personnel policies and practices and matters affecting working conditions.

Section 4. Upon request, the Employer will provide the Union a copy of the approved SJAFB Organization Charts, where they exist.

Section 5. The Employer will provide the Union on a monthly basis a list of all civilian positions of SJAFB by position number, title, grade, series and status (filled, vacant, full time, part time, term, temporary).

Section 6. The Employer will provide transportation when available to employees to any point of the Employer's premises when the employee is conducting official business.

ARTICLE 5

EMPLOYEE RIGHTS AND OBLIGATIONS

Section 1. The Employer and the Union agree that employees in the bargaining unit shall have the right to form, join, or assist the Union, 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. The parties agree that no interference, restraint, coercion, or discrimination will be practiced by the Employer or the Union in the exercise of these employee rights.

Section 2. Employees have the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations, or established agency policy.

Section 3. Employees have the right to be represented by an attorney or by a representative, of their choice, in any grievance or statutory appeal action, except those subject to the negotiated grievance procedures contained in this Agreement.

Section 4. Nothing in this Agreement shall require an employee to become or to remain a member of the Union, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction as further delineated in this Agreement.

Section 5. The Union shall be given the opportunity to be represented at any examination of a unit employee by a representative of the Employer in connection with an investigation if:

- A. The employee reasonably believes that the examination may result in disciplinary action against the employee; and
- B. The employee requests representation.

These rights will be posted on all bulletin boards and remain posted until updated by management on an annual basis.

Section 6. The parties recognize where an investigation takes place as outlined in Section 5 above, and the employee requests Union representation, it is in both parties' interest that a Union-designated representative be released from normal duties in a timely fashion. This allows for both the statutory representation process to take place and the investigative procedure to proceed in an expeditious manner. However, it is also understood there may be limited instances where this may not be possible due to mission-related requirements. In this limited circumstances, the Employer agrees to postpone the investigative process for a reasonable amount of time until the Union representative can be released. To assist in this endeavor, the Union will make every effort to have representatives available for this function.

Section 7. The employee has the right to confer with the Union during duty hours concerning grievances, complaints, appeals, or other appropriate matters. An employee desiring to confer with a Union representative will make the request for time to his immediate supervisor and obtain approval prior to leaving his work area. Supervisors will grant the request within a reasonable amount of time and any absences from the work area will be limited to reasonable amount(s) sufficient in duration to conduct discussions and/or actions deemed necessary. Requests shall not be unreasonably denied.

Section 8. The employee has the right to see, upon his request, all written documentation about himself, including the supervisor file, his personnel folder, and any other documents related to his employment. Copies of such documentation will be provided by the supervisor within a reasonable amount of time to the employee upon his request.

Section 9. The parties recognize that employees are entitled to a private personal life in their off-duty activities and such activities are normally of no concern to the Employer. However, where a nexus is established that such off-duty conduct creates an adverse impact on the employee's ability to perform duties required by the Employer or is so egregious that continued employment would adversely impact the image of SJAFB as an Employer, such conduct may be used in adverse action procedures.

Section 10. All employees have the right to be treated with dignity and respect and to have a hostile free work environment. No employee will have to tolerate harassment, bullying, abusive language, intimidation, or discrimination.

Section 11. The parties further agree that employees also have an obligation to conduct themselves in a manner reflecting favorably upon themselves, the Employer, Local 7, and the Federal Service. Such obligations typically include reporting for duty in a punctual manner, performing their duties as assigned, and observing the requirements set forth in this Agreement.

Section 12. Employees are expected to follow the lawful orders and/or instructions of emergency responding forces or 4 FW augmentees performing duties related to the emergency, exercise or event giving rise to such need.

Section 13. The Employer agrees to treat all employees in a fair and equitable manner in the administration of this agreement.

ARTICLE 6

UNION RIGHTS AND OBLIGATIONS

Section 1. The Union shall be entitled to act for and to negotiate agreements covering all employees in the bargaining unit and recognizes the responsibility for representing the interests of all such employees without discrimination and without regard to Union membership in matters covered by this Agreement.

Section 2. The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other condition of employment.

Section 3. All new employees shall at the time of appointment be informed by the Employer that NAIL Local 7 is the exclusive representative of employees in the unit. Each new bargaining unit employee shall receive a copy of the Agreement from the Employer, together with a list of the officers and representatives of the Union. During in-processing, the Civilian Personnel Office shall offer all such employees an opportunity to meet with a designated Union representative. The Union will be listed on the new employees in-processing checklist.

Section 4. The Employer will furnish to the Union, upon request and, to the extent not prohibited by law, data:

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

Section 5. Information and data requested pursuant to Section 4 above will be provided to the Union within five (5) workdays of receipt by the Employer of the request.

Section 6. Union representatives shall be permitted to meet with management officials of the Employer on appropriate subjects.

ARTICLE 7

INFORMATION AND UNIT MEMBERSHIP LISTS

Section 1. The Employer will, on a quarterly basis, furnish the Union with a list of names, positions, titles, grades, and duty stations of all employees in the bargaining unit.

Section 2. Unit members who terminate should check out through the Union office. The Employer will maintain the Union as a mandatory item on the out-processing checklist.

ARTICLE 8

UNION REPRESENTATION

Section 1. The Employer shall recognize the officers and stewards of the Union. The Union will keep the Employer advised in writing of the names of its officers and stewards. A complete listing will be provided by the Union at least annually or as revised. Management officials of the Employer will officially recognize only those Union representatives who have been appointed and reported in keeping with this Article.

Section 2. Union representatives will be granted reasonable time off without charge to leave to perform representational functions. The Union President, or acting President, will be granted 50% of his or her duty time as official time for representational functions, in addition to any official time the Union President is otherwise legally entitled to receive. Union President or Acting President official time will normally be in the afternoon except for work exigencies. Representational functions include, but are not limited to:

- A. Investigate, prepare and/or present grievances, appeals, claims, and ULPs.
- B. Consult and/or negotiate with representative(s) of the Employer concerning personnel policies, practices, and conditions of employment.
- C. Research and prepare recommendations and/or proposals in connection with the above consultations, negotiations, or meetings.
- D. Contract administration.
- E. Third party investigations and management-scheduled meetings.

Section 3. Representatives will request permission from their immediate supervisors whenever they wish to leave their official duties to perform any of their representational responsibilities and will report to their supervisor when they return. Permission will be granted upon request except when work exigencies preclude such release. Union time will not be unreasonably denied.

Section 4. The Union President will cooperate with the Employer by properly maintaining a record of time spent for union representational activities by documenting such in the automated time and attendance system. All other representatives will cooperate with the Employer by properly maintaining a record of time spent for union representational activities by documenting such in the automated time and attendance system.

Section 5. The Employer agrees that there shall be no restraint, interference, coercion, or discrimination against Union officials and stewards in the performance of duties related to their responsibilities as the exclusive representative for unit members.

Section 6. Representatives of the NAIL National Office, including NAIL attorneys, will be recognized by the Employer and will be allowed to visit the installation on appropriate Union business, subject to appropriate security procedures.

Section 7. Representatives of the Union will be authorized reasonable access to telephones and e-mail of the Employer, as needed in the conduct of authorized representational activities.

Section 8. The representative of the Union for administration and implementation of this Agreement shall be the duly-elected or appointed President of the Union or the person whom he designates in writing to act in his place. His signed acknowledgement of receipt of any notice or other communication from Management shall be deemed to be a delivery to the Union, as will signed acknowledgement of receipt by the Union Vice President. The Union will pick up mail on each workday, or, in the event that Email is utilized for communication between the parties, the parties agree to utilize the “read receipt” function and agree that said receipt will serve as acknowledgment of delivery.

Section 9. The Union President will advise the Civilian Personnel Officer five working days in advance of any planned absence of the name of the individual who will be serving as acting President.

Section 10. The Employer will coordinate the scheduling of meetings with the appropriate Union representative.

ARTICLE 9
NEGOTIATIONS

Section 1. Matters appropriate for negotiation between the parties are those pertaining to personnel policies, personnel practices, and working conditions which are within the discretion of the Employer and are appropriate for negotiation under applicable law.

Section 2. Negotiation is defined as collective bargaining between the Employer and the Union with the objective of reaching formal written agreement with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws, regulations, and published policies.

Section 3. Procedures for Bargaining:

A. The Employer shall provide the Union with a copy of proposed new and revised instructions (including but not limited to AFIs, OIs, and Policy Letters) affecting bargaining unit employees, and the Employer shall notify the Union President/designee in writing prior to the planned implementation of a proposed change in conditions of employment. With the copies and the notification, the Employer will indicate the general nature of the proposed changes and the planned implementation date.

B. The Union shall have five work days from the date on which notification is received by the Union to request bargaining and a meeting to discuss the Employer proposal. The request shall be in writing, but proposals do not have to be reduced to writing. A meeting will be scheduled within seven work days of the request. These time limits may be extended by mutual agreement.

C. The Employer shall provide full disclosure of all information relating to the proposed change at the meeting. The Union will have twelve work days from the date of the meeting to forward written proposals.

D. If the Union does not request bargaining within the time limit, the Employer may implement the proposed change(s).

E. The Employer shall have twenty work days from the date of receipt of Union initiated proposed changes to conditions of employment to forward written proposals to the Union.

F. Negotiations between the parties will commence at a mutually agreeable time and site on the Employer's premises within 15 calendar days following submission of written proposals. The negotiations will be governed by the written ground rules signed 28 August 2008.

ARTICLE 10

UNION-MANAGEMENT MEETINGS

Section 1. Union representatives shall be permitted to meet with management officials of the Employer on appropriate subjects of general interest to employees.

Section 2. Earnest attempts shall be made to satisfactorily resolve appropriate matters of general interest to employees at the lowest possible management official/Union representative level.

Section 3. Union participation in a committee or meeting does not constitute a waiver of bargaining rights.

ARTICLE 11

UNION FACILITIES AND SERVICES

Section 1. The Employer will provide for exclusive use of the Union a private lockable office at no cost to the Union. The office will contain approximately 400 square feet and will be well lighted and environmentally controlled. The Employer will provide standard customer support (e.g., work orders, trouble lines). The office will contain the following:

- A. Two (2) desks with chairs.
- B. Four (4) chairs.
- C. One (1) lockable file cabinet.
- D. Two (2) telephones and lines with local and DSN service, and long distance and answering machine capability.
- E. Two (2) computer workstations with hard drive and software, and a shared printer. Both computers will have access to the local area network (LAN), Internet, and e-mail capability. The Union's additional computer system needs and/or upgrades will be evaluated and provided based on demonstrated need. Any action in this regard will be consistent with Air Force policy and instructions.
- F. One (1) facsimile machine.
- G. One (1) copying machine.
- H. Two (2) trash cans.

Management agrees to maintain the above equipment in an operable condition. Any replacement required due to misuse by the Union will be the responsibility of the Union. All operating costs for above equipment, including but not limited to, paper, toner, and long distance toll charges, will be borne by the Union. Only Federal employees of SJAFB who have received at least a National Agency Check will be given access to computer equipment and systems, and then only after completing required security training, which will be provided by the Employer.

Section 2. The Employer will provide the Union two (2) marked **NAIL** vehicle parking spaces adjacent to the Union office for use of its officials carrying out their representational duties.

Section 3. The Employer agrees to furnish a meeting place for unit employees on a space available basis upon request of the Union to the office of primary responsibility for the space.

Section 4. The Union will be provided a link to their private web site through the public SJAFB site.

ARTICLE 12

PARKING

Section 1. Unit employees will be provided parking near their work areas. Reserved parking will be in accordance with Seymour Johnson Air Force Base Instruction 31-218 (20 January 2012). Parking is subject to change and while it is recognized by the parties that any subsequent proposed changes to these instructions will be negotiated between the parties, temporary changes may be made with short notice for security and/or safety reasons.

Section 2. Sufficient parking spaces will be provided for handicapped employees in close proximity to their working areas.

Section 3. Employees temporarily disabled to the extent that walking to and from the parking lot would create an undue hardship as determined by a medical official will be authorized to use handicapped parking spaces.

ARTICLE 13

HOURS OF WORK AND BASIC WORKWEEK

Section 1. The administrative workweek is established as the seven (7) day calendar week beginning at 0001 Sunday and ending at 2400 Saturday. The basic workweek will normally consist of five (5) eight-hour days (except for employees working alternative work schedules), Monday through Friday. Normally, the days off in the basic workweek will be consecutive. The Employer will consider requests from employees for other than consecutive days off.

Section 2. The parties agree that an Alternative Work Schedule (AWS) program enables employees to better balance their work and family responsibilities, thereby increasing employee effectiveness and job satisfaction while decreasing turnover rates and absenteeism. The parties further agree that agency mission accomplishment is of primary concern. Therefore, an AWS cannot reduce the productivity of the agency; diminish level of services furnished to the public by the agency; or increase the cost of agency operations (other than a reasonable administrative cost relating to the process of establishing a flexible or compressed schedule).

Section 3. Terms and Definitions:

- A. Alternative Work Schedules (AWS): Work schedules made up of flexible or compressed schedules.
- B. Flexible Work Schedule/Flextime (FWS): A work schedule that consists of ten (10) workdays of eight (8) hours each within the biweekly pay period, with varying starting and ending times and core hours. Once selected, the hours are fixed until the employee obtains supervisory approval to select different starting and stopping times. Credit hours, as defined in Article 15, may be authorized with this schedule.
- C. Maxiflex: A type of flexible work schedule that contains core hours on fewer than ten (10) workdays in the biweekly pay period and in which a full-time employee has a basic work requirement of 80 hours for the biweekly pay period, but in which an employee may vary the number of hours worked on a given workday or the number of hours each week within the limits established for the organization.
- D. Gliding Schedule: A type of flexible work schedule in which a fulltime employee has a basic work requirement of eight (8) hours each day and 40 hours in each week, may vary starting and stopping time each day, and may change starting and stopping times daily within the established flexible hours.

E. Compressed Work Schedule (CWS): A work schedule that consists of a total of 80 hours worked over less than 10 workdays in a biweekly pay period. Examples are:

(1) 5-4/9 Plan: The 5-4/9 Plan consists of a total of 80 hours in 9 working days, limited to 9 hours per day during 8 days of the biweekly pay period and 8 hours on the 9th day to complete the basic requirement for the two-week period.

(2) 4-10 Plan: The 4-10 Plan is a work schedule of 10 hours per day, 4 days a week.

F. Core Hours: Core hours for the day shift are 0900-1100 and 1300-1500. Core hours for the swing shift are 1700-1900 and 2100-2300. Core hours for the mid-shift are 0100-0300 and 0500-0700. Employees must be present for duty or in an approved leave status during core hours.

G. Flex Band Hours: Flex band hours for the day shift are 0600-0900, 1100-1300, and 1500-1800. Flex band hours for the swing shift are 1400-1700, 1900- 2100, and 2300-0200. Flex Band Hours for the mid-shift will be 2200-0100, 0300-0500 and 0700-1000. Under an approved FWS program, employees may vary their arrival, departure, and lunch times within these hours.

Section 4. Employees, except those in a 24 hours a day/7 days a week operation (fire department and security police/ guards) and those employees who work RAPCON and Tower Control, have the opportunity to work a variety of schedules, as outlined above. Employees wishing to participate in an AWS must submit a written request to be approved by the Employer. Such written request will be made using the request forms attached as Appendix A to this Agreement. Supervisors will make a reasonable effort to grant the employee the schedule of his choice. However, in individual cases where the employee's choice would lead to an adverse impact on mission requirements, supervisors have the right to deny or modify the request. AWS is a voluntary program and individuals not wishing to participate may remain with their 8-hour a day/5-day a week work schedule. Individuals will be provided the reasons for denial of a requested AWS option, in writing.

Section 5. Employees will be granted a non-paid lunch period of 30-60 minutes every day, during which time the employee is entirely free of the duties of his position, unless precluded by mission related duties, which will be compensated for. The employee's workday starting time and lunch period must be coordinated in advance with the immediate supervisor. Where three 8-hour shifts are established, a lunch period of 20 minutes is authorized within a particular shift. The lunch period for on-site lunch will be considered as time worked for which pay is allowed and employees must spend the time in close proximity to their work areas.

Section 6. Employees will be allowed to take two 15-minute breaks, one during each half of the administrative workday. These breaks will not be given during the first hour or the last hour of

work and cannot be combined with the lunch period. Employees who work six (6) hours or less will receive only one break period.

Section 7. The Employer will provide a reasonable amount of time consistent with the nature of the work performed for the employees to clean, turn in, or put away tools or government property and equipment in their possession, and for cleanup as required by applicable regulations.

Section 8. The Employer shall notify the Union in writing and the employees of changes in shift and duty hours. This notification normally will be two weeks in advance of the contemplated change but may be less than two weeks when the Employer would be seriously handicapped in carrying out its functions or that costs would be substantially increased as set forth in 5 USC 6101 (a) (3) and 5 CFR 610.121(a). Notification will be given by posting notices on bulletin boards which are located so as to give adequate notice to employees. For employees on authorized leave of absence, notices of such changes will be given by phone or mail to the address given by the employee prior to commencing leave of absence or his emergency notification address.

Section 9. It is agreed that when employees in the unit are relieved from duty by the Employer during their regularly scheduled tour of duty during their workweek due to the interruption or suspension of operations, they shall be paid for the hours without any part of the day charged to their annual leave account. In cases of interrupted or suspended operations, employees will not be required to use annual leave unless so notified before the end of their shift immediately preceding the one in which they are to be placed on leave. An employee in such cases may elect LWOP in lieu of annual leave. In the event such notification is not made on a scheduled workday, such notification shall be made at least 24 hours in advance. When a decision is reached to close all or part of the activity and an administrative order is issued to excuse employees from duty without charge to leave or loss of pay, such decision will be communicated to employees as expeditiously as possible.

Section 10. An individual's participation in an AWS may be involuntarily terminated for mission requirements. Normally a two (2)-week written notice will be provided to the individual and the Union when such termination is required. An individual may voluntarily discontinue participation in the AWS plan and return to a regular work schedule at any time. After written notification to the supervisor, the change will become effective at the beginning of the next pay period.

Section 11. Once an individual is approved for an AWS option, he can submit to his supervisor a written request to change his AWS option at any time. If the change is approved, it will become effective at the beginning of the next pay period.

Section 12. An individual who takes annual or sick leave will be charged for the number of hours he is regularly scheduled to work that day. For example: An employee who is on a 5/4-9 CWS takes annual leave on a day he is scheduled to work nine (9) hours. He will be charged for nine (9) hours of annual leave. An employee who is on a Maxiflex schedule will be charged a minimum of four (4) hours of leave to cover the core hours of 0900-1100 and 1300-1500.

Section 13. It is understood by all individuals that they are expected to adjust their schedules, within the parameters of their selected AWS, in order to attend meetings or satisfy other organization needs. To the extent practicable, meetings normally will not be planned for either Mondays or Fridays.

Section 14. A minimum of a 30-minute lunch break is required every day, and the maximum hours that may be worked in any day is 10 hours. The 10-hour day will not restrict that person from working ordered and approved overtime. Individuals must be present during core hours on all scheduled work days unless on approved leave or excused absence.

Section 15. If more than one person wants a certain schedule or wants the same non-workday, the tie-breaking determinant will be total seniority using Service Computation Date (SCD) for leave purposes.

Section 16. Under an FWS program, a full-time employee who performs regularly scheduled non-overtime work, a part of which is performed on Sunday, is entitled to Sunday premium pay for the entire daily tour of duty, not to exceed 8 hours. A full-time employee on a CWS who performs non-overtime work during a tour of duty, a part of which is performed on Sunday, is entitled to Sunday premium pay for his entire tour of duty on that day.

Section 17. While on TDY, an individual will be placed on the TDY location's work schedule.

ARTICLE 14

HOURS OF WORK (FIREFIGHTERS)

Section 1.

- A. The firefighters' workweek will be a seventy-two (72) hour, A-shift/B-shift platoon system.
- B. Consistent with mission needs, the Employer will attempt to limit the actual duty to eight (8) hours of a twenty-four (24) hour shift. Actual performance of duties includes but is not limited to, standing roll call, inspection and maintenance of fire apparatus, tools and equipment, job-related training, attending fire protection meetings, maintaining reports, preparing for and standing inspections, interior and exterior station cleanliness/housekeeping, and performing other job-related duties assigned by the Employer.
- C. When not assigned duties, employees are free to eat, sleep, read, self-study, listen to radio, watch TV, participate in exercise programs or similar activities; but will perform mission requirements such as answering emergency calls, standby support for hot pit refueling and/or Integrated Combat Turn (ICT) functions, to include support to other organizations when the work is beyond the scheduled control of the fire department (e.g., hosing down pilots after their last flight).
- D. Except when the Employer would be seriously handicapped in carrying out its functions or that cost would be substantially increased as set forth in 5 USC 6101 (a) (3) and 5 CFR 610.121 (a), the Employer agrees to advise employees a minimum of two (2) weeks ahead of time of group or shift transfers.
- E. Employees required to perform work beyond their regular tour of duty will be compensated by overtime pay or compensatory time in accordance with applicable rules and regulations.

Section 2. TRADING OF SHIFTS (FIREFIGHTERS). Firefighters will be allowed to "trade shifts" (substitute for one another on either shift) for personal reasons only when the following criteria are met:

- A. Requests should generally be submitted at least two (2) weeks prior to the shift in question.
- B. The personnel wanting to trade will possess the necessary qualifications.
- C. Prior approval is received from no less than Shift A & B assistant chiefs.

- D. All trades are recorded as compensatory time earned and used within the same pay period to ensure each employee works their one hundred forty-four (144) hours per pay period.
- E. Trading shall be limited to up to one (1) 12-hour block within a single pay period.
- F. The trade will result in no additional cost to the government.
- G. The trade complies with applicable regulations and laws.

ARTICLE 15

CREDIT HOUR PROGRAM

Section 1. Credit hours means any hours, within a flexible work schedule, which are in excess of an employee's basic work requirement (the number of hours he is required to work or account for by leave or otherwise), and which the employee elects to work so as to vary the length of a workweek or a workday. Any work elected as credit-hour work shall first be confirmed by the supervisor.

Section 2. Credit hours are earned (worked) and charged in fifteen (15) minute increments.

Section 3. Credit hours are hours of work performed at the employee's election; they are distinguished from overtime and compensatory time off in that they do not constitute overtime work (that is, work in excess of eight [8] hours in a day or forty [40] hours in a week which is officially ordered in advance by Management). The employee receives no additional pay for credit hours and such hours are credited to his account for future use subject to the provisions of this Article.

Section 4. For each job, project, or task for which credit hours are desired, an employee must submit to his supervisor, in writing, the following information: (a) a description of the job, task, or project; (b) an estimate of the time required; and (c) the specific product(s) to be delivered. Employees may not work credit hours beyond the approved total or for different jobs, tasks, or projects without written approval. For employees working in the field, a reasonable attempt shall be made to obtain supervisory confirmation. In the event the supervisor cannot be reached, he shall be informed as soon as possible that the hours were worked.

Section 5. Use of credit hours is restricted to that which has already been earned in a previous workday or workweek. Employees may not "borrow" credit hours. Leave requests based on documented credit hours are made in the same manner as other categories of leave, i.e., the employee submits the request to his supervisor for approval.

Section 6. A full-time employee on a flexible schedule can accumulate not more than 24 credit hours, and a part-time employee can accumulate not more than one-fourth of the hours in such employee's bi-weekly basic work requirement, for carry-over from a bi-weekly pay period to a succeeding bi-weekly pay period for credit to the basic work requirement for such period.

Section 7. Credit hours shall not be used by an employee to create or increase his entitlement to overtime pay. An employee shall not be paid Sunday, holiday pay, or premium pay for night work for credit hours.

Section 8. Credit hours may be earned (worked) on a daily basis. A maximum of 24 credit hours may be carried over from one pay period to another. Hours in excess of the 24-hour maximum will be forfeited at the end of each pay period.

ARTICLE 16
TELEWORK

Section 1. The parties are in support of the commitment to workforce efficiency, emergency preparedness, and quality of life. Telework is not an entitlement, but its use can serve as an effective recruitment and retention strategy; enhance base efforts to employ and accommodate people with disabilities; and create cost savings by decreasing the need for office space and parking facilities, and by reducing transportation cost.

Section 2. This Article applies to situations in which an employee will work at a Telework worksite and covers all permanent full-time and part-time employees. Employees on official travel may not participate in this program.

Section 3. Responsibilities:

A. Management:

- (1) Authorizes the use of Telework assignments within the activity.
- (2) Ensures that appropriate management controls and reporting procedures are in place before employees begin Telework assignment.
- (3) The respective Group Commander will have final approval/disapproval authority.

B. Supervisors:

- (1) Authorize the employee's participation in the program;
- (2) Authorize worksite arrangements (which must remain the same unless otherwise approved by the supervisor);
- (3) Assess the impact of the proposed Telework assignment on the productivity of the office as a whole and on any other affected employees;
- (4) Assess the portability of the employee's work and the likelihood of the employee's successfully completing it away from the official duty station;
- (5) Develop or amend performance standards and measurements, if necessary, for work performed away from the official duty station;
- (6) Provide equipment when necessary and available, for the employee to adequately perform assigned work;
- (7) Complete required training; and
- (8) Maintain productivity records and information to evaluate the employee's performance and quality of work.

C. Employees must:

- (1) Complete work agreements;
- (2) Observe agreed upon hours of work in accordance with established policie;
- (3) Observe Agency policies for requesting leave;
- (4) Safeguard agency equipment and use it only for official purposes;
- (5) Complete the "Employee Self-Certification of Time and Attendance Report" and return it to the supervisor on a bi-weekly basis;

- (6) Serve as the designated official (Employer representative) in charge of their off-site workplace, and therefore are responsible for compliance with appropriate health and safety regulations. As the designated official, the employee must:
 - (a) Complete the “Employee Self-Certification Safety Checklist” which identifies significant safety standards that should be met; and
 - (b) Return it to his supervisor prior to entering into a Telework agreement.
- (7) Respond in a timely manner to Agency customers and to the public;
- (8) Complete required training; and
- (9) If applicable make proper arrangements for dependent care during work-at-home hours, before beginning the Telework assignment.

Section 4. An employee participating in Telework must:

- A. Have received supervisor’s approval for participation;
- B. Have worked as a SJAFB employee for at least one year;
- C. Have a successful performance rating as the most recent rating of record;
- D. Have portable work;
- E. Have clearly defined performance standards and measurements;
- F. Be willing to sign and abide by a written work agreement that covers the terms and conditions of participation in the Telework program, DD form 2946. The work agreement constitutes an agreement by the employee and his supervisor to adhere to the program policies. The work agreement covers the following items:
 - (1) Agreement to release home telephone number to “customers” (applies only to employees working at home);
 - (2) Voluntary nature of the arrangement;
 - (3) Length of the Telework assignment;
 - (4) Hours and days of duty station;
 - (5) Location of the duty station;
 - (6) Responsibilities for timekeeping, leave approval, and request for overtime and compensatory time;
 - (7) Performance requirements; and
 - (8) Proper use and safeguards of Government property and records; standards of conduct, etc.
- G. If working at home, be able to provide an appropriate work location with adequate space, access to a telephone, and without undue interruption which could impact productivity;
- H. If applicable, be able to arrange for dependent care during the time the employee is working at home;

- I. Have demonstrated the ability to work independently; and
- J. Be subject to be required to return to the traditional worksite on scheduled telework days based on operational needs.

Section 5. SJAFB employees are required to comply with the following guidelines on using records or duplicating records when working at Telework locations. Compliance with these Telework policies will protect the Agency and the employee in the event of litigation or investigation. During an investigation, all relevant records must be made available to investigators and auditors.

A. Any official record removed for Telework assignments remains the property of SJAFB. Additionally, any official record that is generated from Telework assignments becomes the property of SJAFB.

B. An employee must get written approval from his supervisor prior to taking official records to a Telework worksite. This approval will be for a stated period of time only. All official records that are moved from an office location to a Telework worksite will be documented in accordance with applicable procedures or requirements, e.g., charge-out procedures, check-out cards, sign-out sheets, etc.

C. The removal of Privacy Act and other sensitive information for Telework assignments is subject to supervisory approval. When such records are used by SJAFB employees at Telework locations, care must be taken to ensure that information is not disclosed to anyone except those who are authorized access to the information in order to perform their duties. Appropriate administrative, technical, and physical safeguards must be taken to ensure the security and confidentiality of these records.

D. At the conclusion of the approved charge-out-time of the Telework assignment, or upon termination of the employment, the employee must return the official record to the SJAFB office. If the employee needs this record to complete future Telework assignments, he must again get written approval from the supervisor, prior to removal of the record from the office.

E. When duplicate copies/records used at Telework locations are no longer needed by the employee, they must be recycled or destroyed if they do not contain Privacy Act information. Duplicate records containing Privacy Act material must be returned to SJAFB for shredding. In the event that any information should be added to or changed in a duplicate record, it must be added to or changed in the official record. If an employee has a duplicate record at home and there is no longer an administrative need to retain the record, the employee must obtain permission from the supervisor to retain this duplicate copy for his own personal use.

F. Confidential Business Information (CBI) or national security classified information may not be removed from SJAFB offices except as permitted and authorized by established procedures.

Section 6. Time and Attendance:

A. Hours of Duty: Employees may work standard schedules or follow Alternative Work Schedules, depending upon the agreement between the employee and the supervisor. Employees may not work non-standard evening and weekend schedules.

B. Leave: The policies for requesting annual leave, sick leave, or other absence from duty remain unchanged. Employees are responsible for requesting leave in advance and keeping the timekeeper informed of leave usage.

C. Certification and Control of Time and Attendance (T&A): Supervisors must report time and attendance to ensure that employees are paid only for work performed and that absences from scheduled tours of duty are accounted for. Federal policy and procedures governing certification of time and attendance require agencies with employees working at remote sites to provide reasonable assurance that they are working when scheduled. Reasonable assurance may be obtained by occasional supervisor telephone calls, random visits by the supervisor to the employee's worksite, and determination of the reasonableness of work output for the time spent. Employees must self-certify time and attendance to their supervisor. This may be done electronically, by report, or by other acceptable means.

D. Administrative Leave, Dismissals, and Emergency Closings: Although a variety of circumstances may affect individual situations; the principles governing administrative leave, dismissals, and closing remain unchanged. In the event that the assigned duty station is closed due to the weather or other emergency, employees in Telework assignments at an unaffected alternative worksite would be expected to work their regularly scheduled hours unless they take leave.

E. If the teleworker is unable to work from the alternate location due to power outage or equipment failure etc, the employee will immediately contact their supervisor, who based on the situation will determine the appropriate duty or leave status to account for the employees time. The employee may be required to report back to the Employers premise depending on the nature of the incident.

Section 7. Fair Labor Standards Act (FLSA): The existing rules in Title 5 U.S.C. and in the FLSA governing overtime also apply to Telework arrangements. All overtime work for people in Telework assignments must be approved in advance by the supervisor.

Section 8. Telework employees are covered by the Federal Employees Compensation Act (FECA). Employees can qualify for continuation of pay or workers' compensation for on-the-job injury or occupational illness if injured in the course of performing official duties at the official or alternate duty station. Supervisors must ensure that claims of this type are immediately brought to the attention of the servicing Civilian Personnel Office. Any accident or injury occurring at the alternate duty station must be brought to the immediate attention of the supervisor.

Section 9. Facilities Linkages:

A. Home Office Space: If working at home, employees participating in Telework should have designated workspace or a workstation for performance of their work-at-home duties. Requirements will vary, depending on the nature of the work and the equipment needed to perform the work.

B. Home Utility Expenses: Telework arrangements may increase an employee's home utility cost. Seymour Johnson Air Force Base assumes no responsibility for an employee's expenses related to utilities and associated cost. Incremental home utility costs associated with working at home will be paid by the Agency where the personal expense directly benefits the Government (e.g., business-related long distance or toll calls on the employee's personal phone).

C. Workplace is Not a Government Facility: While the Agency may own some of the property and materials used by the employee in the home workplace, the employee agrees and understands that the home workplace is not a Government facility, and that costs of safeguarding, insuring, and maintaining the home workplace and the Government property therein are the sole responsibility of the employee.

Section 10. Equipment Linkages: The Agency will provide appropriate equipment, when it is available, for employees to perform work at the Telework worksite.

A. Telephone: SJAFB may provide telephone credit cards or may reimburse an employee working under an approved Telework agreement for business-related long distance and toll phone calls on his personal phone. SJAFB may install telephone lines and other necessary equipment and pay monthly telephone charges in private residences under special circumstances.

B. Laptop Computers, Agency-owned Equipment, etc.: When available Agency-owned property, such as laptop computers and other telecommunications equipment, may be used by employees in their private residences. Strict adherence to regulations concerning the safeguarding and removal of all equipment is essential. Prior approval through the appropriate channels must be obtained before any property is removed from the Agency and property passes must be issued for each piece of equipment. The Agency will not provide office furniture. All equipment, software, data, and supplies furnished by the Agency shall remain the sole property of the Agency. Employees must agree to return these items upon request of the agency or upon termination of the Telework agreement. Employees are responsible for the safety and security of all equipment and data provided by or generated for the Agency, including maintaining security and confidentiality. Employer-owned software shall not be duplicated. Employees are solely responsible for maintaining any of their personally owned equipment.

C. Supplies: If needed, the Agency will provide necessary office supplies (paper, pens,

diskettes, etc.) The Agency will not reimburse employees for any supplies purchased independently.

Section 11. Questions related to claims for personal property damage or loss or personal injury related to the employee's performance of official duties should be directed to the servicing Civilian Personnel Office. The Agency will address issues of employee or Agency liability in accordance with the specific facts of each case and under the provisions of the Federal Employees Claims Act, the Federal Tort Claims Act, the Military Personnel and Civilian Employees Claims Act, and local law, where appropriate.

Section 12. Generally, a Federal tax deduction is not allowed for a home office or workspace unless used exclusively on a regular basis as a principal place of business. Employees who believe they may be entitled to a tax deduction based on home office or workspace, depreciation of employee-owned personal computers and related equipment, etc., should consult their tax advisor.

Section 13. The employee agrees not to conduct unauthorized personal business while in official duty status at the alternate duty station.

Section 14. The Medical Alternate Work (MAW) program is designed to permit employees who have a temporary medical condition that precludes them from working at the conventional workplace to continue to be productive and accomplish work assignments that can be performed at a place other than the regularly assigned worksite. The medical condition shall be certified in a manner that is administratively acceptable. MAW is intended for employees who do not have permanent medical conditions, but does not preclude a similar arrangement for employees with permanent conditions as a reasonable accommodation if otherwise acceptable.

Section 15. Eligibility Requirements for MAW:

A. The approval/disapproval will be based on the employee's ability to provide definitive medical documentation concerning his temporary medical condition, and will include an expected return-to-work date. As a rule, temporary medical conditions would not continue for more than a few days to a few months. Supervisors may not leave MAW assignments open-ended.

B. Medical documentation: The employee's physician must include documentation that:

- (1) Describes why a temporary change in work site would benefit the employee,
- (2) List restrictions that should be placed on the work performed at the alternative work site,
- (3) Summarizes the diagnosis;
- (4) Summarizes the prognosis, including expected return-to-work date; and
- (5) Discusses medical management (including how the temporary medical condition might interrupt the employee's work schedule).

C. To be considered for MAW an employee's medical documentation must demonstrate that:

- (1) The employee is unable to be present at the traditional work site because of temporary medical reasons;
- (2) The employee is able to perform the duties of the position at an alternative duty station; and
- (3) The employee will be able to return to the regular worksite at a certain date.

D. Recertification: After six months in a MAW assignment, an employee must provide medical certification on the status of his medical condition to support continued participation.

Section 16. Telework Denial and Termination:

- (1) Denials and termination decisions must be based on business needs or performance. Reasons for denial or termination will be documented on DD Form 2946 and a copy provided to the employee.
- (2) Denial should include information about when the employee can re-apply and what actions the employee should take to improve their chance for approval.
- (3) Employees who are eligible to telework but have been denied or terminated may grieve the decision.

ARTICLE 17

OVERTIME

Section 1. Overtime is hours in a pay status of more than eight (8) hours a day or forty (40) hours a week, except for employees on alternative work schedules (AWS). In the case of employees using an AWS, overtime work is hours in excess of the number of hours the employee was scheduled to work on that day or week. Overtime work shall be paid for at the appropriate overtime rates in accordance with applicable regulations. Overtime rates shall include additional pay to which the employee is entitled.

Section 2. The Employer agrees that overtime work will be distributed equitably among the employees within the unit as far as the character of work will permit. In distributing overtime, preferences will be granted to employees assigned to the positions for which overtime is required; provided, however, that Employer reserves the right to require any employee to perform overtime when his special skills are required.

Section 3. In the assignment of scheduled overtime, the Employer agrees to provide the employee notice as far in advance as practicable for readjustment of personal commitments. Generally, and where feasible, employees will be notified five days or more in advance. In cases of emergency situations, it is recognized that little advance notice will be possible because of unforeseen mission requirements; however, the Employer will notify the employees as soon as the need for overtime is recognized. The Employer agrees to grant relief to employees, in accordance with the criteria in Article 13, Section 6, with a 15 minute rest period during each four (4) hours of continuous overtime work.

Section 4. When the employees are loaned to a particular work area for the purpose of supplementing the work force of the work area on a continuing basis, and overtime is required of the employees of the work area, the employees loaned will be given equitable consideration for the overtime. In any event, an employee who is not assigned to such work area will not be brought in and assigned to overtime to the exclusion of those employees already loaned to the work area provided that the normally assigned employees are available to accomplish the overtime.

Section 5. The Employer will, upon request from the employee, relieve that employee from an overtime assignment in those instances where another qualified employee, in the same organization element, is readily available for the assignment and willing to work. The hours of overtime declined will be considered as overtime hours worked for the purpose of determining the equity of overtime distribution.

Section 6. The Employer will maintain records of all overtime worked and declined. Upon request, the Union may review overtime records as authorized by applicable laws and regulations to the extent necessary to investigate alleged inequities in distribution of overtime.

Section 7. Wage grade employees and graded employees whose basic rate of pay is at GS-10, Step 10 or below, shall have the right to elect or reject compensatory time off in lieu of overtime

pay (unless precluded from doing so by the Fair Labor Standards Act), for overtime work, and shall be protected from coercion or reprisal in this right. Employees whose basic rate of pay is above GS-10, Step 10, shall be advised whether they will receive overtime pay or compensatory time no later than the time they are notified of the work requirement.

Section 8. Employees who elect compensatory time in lieu of overtime pay shall, to the extent practicable, be permitted to use their compensatory time within four (4) pay periods after the compensatory time worked. It is further agreed that the employee will take compensatory time off before being granted annual leave.

Section 9. Employees called in to work from a non-duty status other than their regular hours of work shall be compensated for a minimum of two (2) hours in accordance with the provisions of regulations regardless of whether the employee is required to work the entire two (2) hours.

Section 10. Overtime will be paid in fifteen (15) minute increments.

ARTICLE 18

HOLIDAYS

Section 1. Employees shall be entitled to holiday benefits consistent with governing rules and regulations in connection with all Federal holidays prescribed by law. Pay for such holidays shall be computed in accordance with governing rules and regulations.

Section 2. Under a flexible work schedule (FWS) program, a full-time employee who is relieved or prevented from working on a day designated as a holiday is entitled to his rate of basic pay on that day for eight (8) hours. A full-time employee on a compressed work schedule (CWS) who is relieved or prevented from working on a day designated as a holiday is entitled to his rate of basic pay for the number of hours of the CWS on that day.

Section 3. The Employer will make a reasonable effort to grant annual leave to employees upon request for any religious holiday associated with the religious faith of the employee.

Section 4. When an employee's scheduled day off falls on a holiday, the employee is entitled to an in-lieu-of-holiday in accordance with the designations in the following table:

<u>Holiday and Scheduled Day Off</u>	<u>In-Lieu-of Holiday</u>
Sunday	Following Workday
All Other	Preceding Workday

Section 5. Employees will not change their normal schedule for the sole purpose of adjusting their in-lieu-of holiday.

ARTICLE 19

ANNUAL LEAVE

Section 1. The employee shall earn and be granted annual leave in accordance with applicable regulations. Annual leave may be taken in 15 minute increments.

Section 2. The Employer agrees to grant annual leave to employees for the purpose of rest, relaxation, recreation or for other justifiable reasons consistent with workload requirements. Approval of requests for annual leave for unforeseen emergency reasons will be considered as the circumstances warrant.

Section 3. It is agreed that the granting of annual leave will not be restricted to the extent that earned leave is forfeited by an employee. The Employer will advise employees to schedule leave throughout the year consistent with workload requirements to prevent such forfeiture. Any use or lose leave must be scheduled and approved prior to the beginning of the third pay period prior to the end of the leave year in order to be eligible for restoration of annual leave.

Section 4. It is agreed that no employee shall be called back from leave unless an emergency arises and no other qualified employee is available to perform the required duties.

Section 5. An employee unable to report for duty because of a personal emergency must request annual leave by notifying the Employer (supervisor or designated individual) by designated call-in number and/or other method established by the supervisor, normally within two hours after the start of the shift.

Section 6. An annual leave vacation schedule for periods of one or more weeks may be scheduled on a yearly basis. Employees will be required to submit their request for vacation leave in writing to their supervisor by 31 January and supervisors shall establish a tentative leave schedule by 15 February; providing each employee his first choice where workload and mission requirements permit. In the event of a conflict in vacation leave scheduling among employees, the senior employee based on length of Federal service, using service computation dates (as reflected on Employee's Leave and Earnings Statement), will be given first choice concerning the scheduling of a single period of leave. Upon an employee's request, the supervisor may change the schedule providing it will not affect the choice of another employee unless such employee agrees to a change.

Section 7. The Employer agrees that in the event of a death in an employee's immediate family, he will be granted a reasonable amount of annual leave or leave without pay if annual leave accrual is exhausted.

Section 8. Workload permitting, favorable consideration will be given to an employee's request for annual leave on his birthday.

ARTICLE 20

SICK LEAVE

Section 1. Sick leave may be taken in 15-minute increments. The employee is responsible for notifying the Employer (supervisor or designated individual) by designated call-in number and/or other method established by the supervisor when he is unable to report for work because of an incapacitating illness or injury. The employee will request sick leave no later than two hours after the start of the employee's regular shift on the first working day of absence, unless the circumstances of illness or injury render notice impossible. For those employees on shift work, every reasonable effort will be made by the employee to inform the appropriate supervisor of his inability to report for work due to sickness or injury before the time for beginning the shift and if possible, in sufficient time to allow for other manning arrangements to be made. Where absence for incapacitating illness or injury will be for a period of more than three (3) consecutive workdays, it is the employee's responsibility to keep the Employer informed of the date on which return to duty is expected.

Section 2. Employees suspected of abusing sick leave privileges may be required to submit a medical certificate in substantiation of each absence due to claimed illness regardless of duration. This requirement will not be invoked without first advising the employee, in writing, of the reason for requiring the documentation. The management official requiring an employee to submit a medical certificate for all sick leave, due to suspected abuse, will review the employee's use of sick leave no less than once each 90 days thereafter and will withdraw the requirement in writing when acceptable improvement is noted.

Section 3. It is agreed that employees desiring non-emergency medical, dental or optical examination or treatment should make every effort to schedule such appointments after work hours or on non-workdays. Where this is impractical, requests for sick leave to cover such examination or treatment shall be submitted as far in advance as possible and shall specify the date and time of the appointment.

Section 4. Sick leave of more than three (3) consecutive workdays should be supported by a medical certificate. When for justifiable reasons a medical certificate is unnecessary, the Employer may accept an employee's certificate showing incapacitation waiving medical documentation. The certificate, when required, must cover all absence beyond the third workday and show that the employee was incapacitated for duty for the entire period covered by the certificate. In cases of extended illness, medical certificates may be required periodically if necessary to establish the employee's continued incapacity to return to duty.

Section 5. The Employer agrees that when an eligible employee cannot perform in his current position due to temporary physical disability and is recommended for light duty by his personal physician, corroborated by a competent base physician, the Employer will exert reasonable effort to assign the employee to light duty commensurate with mission requirements and subject to availability of appropriate work within the employee's capability.

Section 6. Career or career-conditional employees who are incapacitated for duty because of serious illness or disability may be advanced unearned sick leave not to exceed thirty (30) days provided there is a reasonable expectation that the employee will return to duty and remain on duty for a period sufficient to liquidate the advance by subsequent accrual. Advanced sick leave will not be unreasonably denied.

ARTICLE 21

FAMILY MEDICAL LEAVE

Section 1. In accordance with the Family and Medical Leave Act (FMLA) of 1993, 5 CFR 630 Subpart L, an Employee (who has been employed for at least 12 months) shall be entitled to a total of 12 administrative workweeks (480 hours) of unpaid leave during any 12 month period for one or more of the following reasons:

- A. For the birth of the Employee's child or to care for the child after birth occurs; or for the placement, adoption, or foster care of a child;
- B. To care for the Employee's spouse, son, daughter, or parent who has a serious health condition;
- C. For a serious health condition that makes the Employee unable to perform his job.

Section 2. An Employee may elect to substitute paid leave for leave without pay but cannot be required to do so.

Section 3. Employees must ask for leave as soon as possible when any of the above situations occur. When the need for leave is foreseeable, leave requests should be provided not less than thirty (30) days prior to the date leave is to begin. Employees must invoke their entitlement to FMLA in writing, preferably using an OPM Form 71, Application for Leave.

Section 4. The Employer may require medical certification to support a request for leave because of a serious health condition and a fitness for duty report to return to work. The Employer may also require periodic status reports on the Employee's ability or intention to return to duty.

Section 5. Job benefits and protection under FMLA include the following:

- A. For the duration of FMLA, the Employer shall continue paying the Employer's share of the group health plan. Employees may pay the Employee share of the premiums on a current basis or may incur a debt and pay his share upon return to pay and duty status.
- B. Upon return from FMLA leave, Employee(s) shall be restored to their original positions, or equivalent positions with the same pay, benefits, and other employment terms.
- C. The use of FMLA leave shall not result in the loss of any employment benefits which accrued prior to the start of an Employee's leave.

Section 6. Use of Sick Leave for Family Care. Under 5 CFR 630, employees may substitute sick leave for unpaid family and medical leave. Additionally, employees may use up to 13 days (104 hours) of sick leave for general family care and bereavement each year, including:

A. Give care or otherwise attend to a family member having an illness, injury, physical or mental illness, pregnancy, birth, or medical, dental, optical examination or treatment or other condition which, if an Employee had such a condition, would justify the use of sick leave by the Employee; or

B. Make arrangements or attend the funeral of a family member.

Section 7. For the purpose of sick leave, the term “family member” under 5 CFR 630.201 shall mean an individual with any of the following relationships to the employee:

A. Spouse and parents thereof;

B. Sons and daughters, adopted children, and spouses thereof;

C. Parents, and spouses thereof;

D. Brothers and sisters, and spouses thereof;

E. Grandparents and grandchildren, and spouses thereof;

F. Domestic partner and parents thereof, including domestic partners of any individual in paragraphs (B) through (E) of this definition; and

G. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Section 8. Full-time employees are authorized up to 104 hours of sick leave per year for family care. Part-time employees or an employee with an uncommon tour of duty are authorized the number of hours of sick leave he or she normally accrues during a leave year for family care. See 5 CFR 630.401.

Section 9. The use of sick leave to care for a family member who is afflicted with a communicable disease is primarily based on the need to prevent the spread of contagious disease in the workplace. When health authorities or health care providers determine and the Employee provides a copy of the determination to the Employer, that an Employee’s exposure to a communicable disease would jeopardize the health of other Employees, the Employee may use sick leave for the entire period of time during which the danger to the health of other Employees exists. If an Employee’s sick leave balance is not sufficient, the Employee may request annual leave or leave without pay or, if eligible, request participation in the voluntary leave transfer program.

Section 10. An employee may participate in the voluntary leave transfer program to care for a family member. While on a temporary voluntary leave transfer program, an Employee may accrue up to a maximum of 40 hours annual leave and sick leave. Such leave will only become

available after medical emergency terminates or the Employee terminates his participation in the leave transfer program.

Section 11. 5 U.S.C. 6327 and 5 U.S.C. 6307 established provisions for the use of paid leave to be a bone marrow or organ donor, or the use of sick leave for adoption of a child. In accordance with this law, the following will apply:

A. An Employee shall be entitled to the use of paid leave each year (in addition to annual and sick leave) to serve as a bone marrow or organ donor, as provided for in 5 U.S.C., section 6327. The Employee is entitled to use of this leave without loss or reduction in pay, leave to which entitled, credit for time or service, or performance or efficiency rating. The length of absence will vary depending upon medical circumstances of each case. For medical procedures and recuperation requiring longer than that allowed by statute, the Employer shall continue to accommodate an Employee by granting additional time off in the form of accrued sick and/or annual leave, leave without pay, or advanced sick or annual leave, until such time as released to work by a health care provider.

B. Employees will be permitted to use sick leave for purposes related to the adoption of a child. Employees shall be required to request, to the extent possible, advance approval to use sick leave for adoption-related purposes. When required by exigencies of the situation, the Employer should advance up to thirty (30) days of sick leave for adoption-related purposes. Purposes for which an Employee may request the use of sick leave in adoption cases include, but are not limited to:

- (1) Appointments with adoption agencies, social workers, and attorneys;
- (2) Court proceedings;
- (3) Required travel; and
- (4) Any other activities necessary to allow the adoption to proceed. The Employer agrees that the entitlement to the use of sick leave for purposes of adopting a child is in addition to the Employee's entitlement to unpaid leave for the placement of a child with an Employee for adoption under the FMLA of 1993. In applying the use of sick leave, there shall be no difference between the limitations that apply to biological children as opposed to adopted children for the purpose of providing care as a result of physical or mental illness, injury, impairment, pregnancy, or childbirth. In applying the terms of family medical leave and Public Law 103-329 with regards to adoption, the Employer may ask the Employee to support his request for leave with evidence that is administratively acceptable.

ARTICLE 22

COURT LEAVE

Section 1. Court leave and pay shall be granted in keeping with appropriate regulation of higher authority to an employee who is subpoenaed to act as a witness before a court on behalf of the United States Government or state or local government or who is summoned to perform jury duty in any court of law. When an employee is called as such a witness or juror, he/she shall immediately notify his/her supervisor and submit a copy of the subpoena or summons. Upon completion of service, the employee shall submit any written evidence provided by the court for times he served as such a witness or juror.

Section 2. If an employee is excused from such service with sufficient time to enable that employee to return to duty for at least 2 hours of the scheduled workday, including travel time, the employee shall return to duty unless granted appropriate leave by the Employer.

Section 3. If an employee receives regular pay from the government for a period of court leave, the employee will reimburse the government the amount paid by the court, except that employees may retain reimbursement for out-of-pocket expenses (e.g., mileage, tolls, and parking).

ARTICLE 23

LEAVE WITHOUT PAY

Section 1. Leave without pay shall be administered in accordance with applicable law and regulations.

Section 2. When given written notice at least two (2) workweeks in advance that an employee has been elected or appointed to serve as a delegate to a Union activity, the Employer will grant the employee up to one week of leave without pay for such purpose, absent work exigencies. An employee of the unit who is selected to serve in the capacity of representative or officer of the Union which requires absence from work will be granted annual leave and/or leave without pay for a period of time, not to exceed one year, absent work exigencies and consistent with regulations.

Section 3. An employee authorized leave without pay will retain benefits, rights, and seniorities as provided by applicable laws, rules, and regulations.

ARTICLE 24

EXCUSED ABSENCES

Section 1. Unit employees are encouraged by the parties to donate blood. In support of this goal, the Employer agrees to excuse employees from duty to donate blood, subject to mission and work exigencies. The maximum excusable time for blood donation, travel time, and recuperation should not exceed 4 hours, except in unusual cases.

Section 2. Unit employees will be excused without charge to leave to participate in interviews and written examinations conducted under the Employer's Merit Promotion Program, provided the interviews or examinations are conducted during regularly scheduled working hours.

Section 3. Employees may be granted excused absences for other purposes if specified in accordance with regulations.

Section 4. Employees are expected to report for work on time and to be present for the prescribed tour of duty. Reasons for tardiness shall be reported promptly to the appropriate supervisor. Infrequent tardiness of less than 15 minutes should be excused by the supervisor. Frequent instances of tardiness or lengthy periods of tardiness should be charged to annual leave or absence without leave as appropriate.

Section 5. Unavoidable absences, brief periods of early dismissal, and brief periods of tardiness of less than one (1) hour may be excused by the supervisor or he may provide the employee opportunity to request approved leave or previously earned compensatory time off.

ARTICLE 25

ADVERSE WEATHER

Section 1. The Employer will curtail operations when weather conditions pose a threat to health or safety of employees in accordance with applicable regulations. Employees relieved of duty pursuant to such a decision will be granted administrative leave in accordance with appropriate regulations.

Section 2. When the Employer decides during duty hours to release personnel on administrative leave, employees will be notified as promptly as possible through their respective supervisor.

Section 3. When the Employer decides during non-duty hours to operate on a reduced basis or close the installation due to adverse weather conditions, the Employer will disseminate the information to local radio and TV stations immediately after the decision is made; including: TV WRAL (5), News 14, and Radio WGBR 1150 AM.

Section 4. When the Employer decides that activities must be curtailed due to inclement weather, power failure, or other interruptions, employees considered essential, as determined by the Employer, will be required to report or remain on duty. All other employees will be administratively excused without charge to leave or loss of pay. When administrative excusal is authorized at the beginning of the shift, all non-essential employees who report for work will be excused without charge to leave for that portion of the shift for which excusal is authorized. All other absences will be appropriately charged in accordance with applicable regulations.

Section 5. When it has been determined that activities must be curtailed due to adverse weather conditions, mission essential employees are expected to make every reasonable effort to report for duty. If it is impossible for mission essential employees to report for duty, the absence will be charged in accordance with applicable regulations.

Section 6. The Employer will inform the Union President of curtailment of operations due to adverse conditions.

Section 7. Mission essential civilian personnel who are required to report to work during adverse weather conditions and who cannot report to duty due to these conditions will have the severity of the conditions considered before excused absence is granted or disapproved.

Section 8. For the purpose of this article, the term mission essential is defined to mean those functions and/or employees that are necessary to support the mission, provide life-supporting utilities and communications, and protect the health and well being of the base population during adverse weather.

ARTICLE 26

POSITION DESCRIPTIONS/CORE DOCUMENTS AND CLASSIFICATION

Section 1. The Employer agrees that employees normally will be assigned work which is appropriate to their position description/core document, taking into account the mission of the agency. It is understood that the phrase “other duties as assigned” shall be to the maximum extent consistent with mission requirements. Normally, employees shall be assigned work both appropriate to their job classification and grade level. Assignments outside the normal job description will be distributed fair and equitably. The parties further agree that such assignments include utilization of proper procedural aspects such as details and temporary promotions.

Section 2. The Employer agrees that position descriptions and core documents will be written based on the duties and responsibilities assigned to positions. Employees will be furnished a copy of their position description/core document initially and as changes are made.

Section 3. Each employee shall be afforded the opportunity to discuss with the Employer his position description/core document to determine if the description is accurate.

Section 4. When an employee believes the grade or classification of his position is incorrect, he may request in writing a review of the classification through supervisory channels. The review will be conducted within a reasonable period of time consistent with mission needs and workload constraints. If the employee is dissatisfied with his classification or the results of a review, he may appeal in accordance with OPM regulatory appeal procedures. The employee's right to full information concerning the basis for classification of his job shall not be abridged in any manner by any management official.

Section 5. Supervisors must certify position description accuracy at the beginning of the annual performance cycle by annotating the appropriate block on the first page of the performance plan. If the position description is not accurate, it should be amended or rewritten to reflect the duties and responsibilities of the employee's position.

Section 6. Classification standards will be made available to employees and the Union by access to the OPM internet website, www.OPM.gov.

Section 7. Management agrees to furnish to the Union a copy of any unit employee's position description/core document upon request.

ARTICLE 27

WAGE SURVEYS

Section 1. The Employer will inform the Union, in writing upon receipt of notification that the start of an official full-scale wage survey for the area has been directed. A copy of any written notification to the Agency will be provided to the Union.

Section 2. A reasonable amount of time without charge to leave or loss of pay will be allowed Unit employees to make a presentation at a hearing before the Local Wage Survey Committee when scheduled to do so by the committee and when selected by the Union as an official representative of the Union. When such hearings are held away from home station, official representatives authorized to participate in such hearings will be considered to be in a TDY status and will receive travel, transportation, and/or per diem as authorized by the Joint Travel Regulation.

ARTICLE 28

ENVIRONMENTAL DIFFERENTIAL/HAZARDOUS DUTY PAY

Section 1. Environmental Differential Pay (EDP) will be paid in accordance with 5 CFR 532.511. General Schedule employees will be paid hazardous duty pay in accordance with 5 CFR 550, Subpart I.

Section 2. Assignments to perform hazardous duty will be equitably distributed when possible amongst qualified employees. First consideration will be given to employees within the organizational element where hazardous work is normally performed. Rosters will be maintained by supervisors to ensure the fair and equitable distribution of EDP and Hazardous Duty Pay. The rosters will be made readily available to employees and Union representatives.

ARTICLE 29

PERFORMANCE EVALUATION

Section 1. The Employer will manage the performance evaluation program under the provisions of AFI 36-1001, Managing the Civilian Performance Program, and 5 C.F.R. 430, Performance Management, as amended by this article. It is recognized by the parties that any subsequent changes to these instructions will be negotiated between the parties.

Section 2. All evaluations of performance will be applied in a fair and objective manner. An employee's signature on an evaluation, where signature is provided for, indicates only that the evaluation has been received and does not indicate an employee's agreement or disagreement with the evaluation.

Section 3. The Employer will discuss with the employee his performance evaluation prior to making it a part of the employee's record. With the exception of the year of initial implementation, the beginning of the appraisal period will commence on 1 April of each year and run through 31 March of the following year. In order to be assigned a rating of record, an employee must have performed in the official position for 90 days or more during the appraisal period and be appraised against the elements of a performance plan. If an employee has not worked at least 90 calendar days against an approved performance plan during the appraisal period, the appraisal period will be extended until the 90-day requirement has been satisfied.

Section 4. Each employee will be provided a copy of his annual performance evaluation. At the same time, the performance plan/core document for the coming appraisal year is certified by the supervisor and the employee, with a copy being provided to the employee.

Section 5. The employee has a right to grieve all aspects of his performance evaluation. However, a grievance may not be filed concerning the identification of job elements or the establishment of performance standards.

Section 6. To maintain a high-quality civilian work force and encourage employees to strive for top performance, supervisors should act as soon as they notice a performance problem or a decrease in the level of an employee's performance. The Employer will counsel employees in relation to their overall performance on an as-needed basis and when the employee's performance drops below a satisfactory level. Each employee will receive at least one feedback during the course of the year, near the mid-point of the performance cycle. Counseling sessions will be documented with a copy given to the employee.

Section 7. If the employee's performance becomes unacceptable in one or more elements at any time during the appraisal cycle, the supervisor must initiate informal performance counseling. The employee will be provided a detailed explanation regarding specific performance deficiencies and what must be done to improve to an acceptable level or performance. The counseling will be in writing. The employee will be given a minimum of 15 calendar days to improve performance. During the performance-counseling phase, the emphasis must be on improving performance to an acceptable level.

Section 8. If the employee's performance has not risen to an "acceptable" level within the time frame set forth in the written performance counseling, the supervisor will conduct a review and issue a written Performance Improvement Plan (PIP). Employees will be given a minimum of sixty (60) calendar days to improve performance. The PIP will include the following:

- A. The element of the performance plan/core document for which the employee's performance is unacceptable;
- B. How performance is unacceptable; and
- C. What the employee must do to remain in the position. Specifics as to what the employee must accomplish to obtain "acceptable" performance.

The supervisor must help the employee improve performance during the PIP. Help should include closer supervision and counseling, personal demonstration, supervisory or peer coaching, frequent reporting, special assignments, and on-the-job training.

Section 9. Management is encouraged to provide the foregoing process to probationary employees; however, timelines addressed in this article would not preclude management from effecting removal of the probationary employee.

Section 10. Civilian appraisals are normally to be conducted by the assigned rating official. Employees will be notified in writing in the event the rating official changes. Input to the appraisal will only be considered from supervisory personnel in each employee's direct chain of command.

Section 11. 971 Entry shall be removed one year from the date of entry unless similar entries occur in which case the entries will be removed one year from the last similar entry.

ARTICLE 30

DETAILS AND TEMPORARY PROMOTIONS

Section 1. A detail is the temporary assignment of an employee to a different position or set of duties for a specified period, with the employee returning to his regular duties at the end of the detail. Details of employees will be kept within the shortest practicable time limits as set forth in this agreement, applicable regulations, and Office of Personnel Management guidance.

Section 2. The Employer recognizes the basic principles that an Employee should be assigned to the duties of the position in which he is employed. However, to meet temporary needs of the work program when necessary services cannot be obtained, details may be used.

Section 3. Supervisors are responsible for selecting employees for detail on an impartial basis; for informing employees of details, reasons, duties and estimated duration; and for establishing proper controls to ensure that details are recorded and terminated on time and that any extensions are requested sufficiently in advance for necessary approval.

Section 4. Records of detail of one (1) through thirty (30) days will be the joint responsibility of the supervisor and the employee. Short term details of 30 days or less days will be recorded by the supervisor on the AF Form 971, Supervisor's Record of Employee. Nothing in this Article shall prevent an Employee from submitting to the Civilian Personnel Office information which may have a bearing on merit promotion or information that he believes has a bearing on his qualification for future assignments.

Section 5. Details shall be distributed equitably among qualified employees with consideration being given to such factors as the character of the work, availability, organizational location of employees, and knowledge of the particular type of work involved.

Section 6. Details of thirty-one (31) consecutive calendar days or more will be documented on the appropriate form, a copy of which will be filed in the Employee's OPF. When details to the same position total thirty-one (31) days or more in a twelve month period, the detail will be documented on the appropriate form, a copy of which will be filed in the employee's OPF.

Section 7. Employees detailed to established positions of a higher grade shall be temporarily promoted to the higher grade (if otherwise qualified) effective the 36th day of the assignment. Where a temporary promotion is to be effected to a position with a known promotion potential or for a period in excess of 120 days, such promotion will be made under competitive promotion procedures.

ARTICLE 31

MERIT PROMOTION

Section 1. The Employer recognizes the importance of, and the benefits to be derived from, giving promotional opportunity to SJAFB employees. Therefore, consideration will be given to qualified bargaining unit employees in filling SJAFB vacancies.

Section 2. Promotion of employees will be made on the basis of merit. Normally, the order of consideration for filling vacancies will be as follows:

- A. Eligibles entitled to priority consideration or priority placement; and
- B. Merit promotion, reassignment or reinstatement eligibles, or other appropriate source.

Section 3. Nothing in this Article shall affect the authority of the Employer with respect to filling positions and making selections for appointments from (a) among properly ranked and certified candidates for promotion; (b) any other appropriate source.

Section 4. To be considered for merit promotion vacancies, employees are required to apply through self-nomination. Position vacancies will be announced on the USAJOBS web Site. For those vacancies that require an application (a) the announcement shall clearly state the minimum qualification requirements, whether written tests are required, and any special requirements for the position; (b) will be posted through the closing date, for a minimum of five (5) working days. Bargaining unit employees may register with USAJOBS to receive online notification of vacancy announcements.

Section 5. Employees will not be required to use leave for the purpose of participating in tests or interviews at SJAFB, when such tests or interviews are required under the Employer's Merit Promotion Program.

Section 6. All unit employee applications which meet minimum qualifications for a vacancy announcement are rated as qualified. Qualified candidates will be further evaluated in terms of the knowledge, skills, and abilities (KSAs) required by the position to identify those best qualified candidates. Evaluation procedures will be based on multiple assessment measures such as experience, education, and training to the extent that it is relevant to the position being filled. Rating criteria shall not be tailored to fit a certain employee or applicant. The Employer shall not use leave or medical records in rating candidates for promotion. The candidates will be listed alphabetically. If at least three candidates are not available in a category, the next lower category will be requested until a minimum of three candidates are available on a referral list for consideration.

Section 7. All candidates within the unit on the certificate will be notified as to whether they were on the merit promotion certificate and the name of the selected candidate. Upon request, unsuccessful candidates who were on the certificate will be informed of the reason(s) for the selection made. The Employer's Civilian Personnel Office or selecting official, as appropriate,

shall respond to an employee's question or complaint about the merit promotion program or about a specific promotion action and provide the employee with appropriate information or explanation.

Section 8. It is understood that non-selection from a properly constituted referral list may not form the basis for a grievance. However, an employee may file a grievance under the provisions outlined in this agreement if he feels that a referral list was not properly constituted.

Section 9. A noncompetitive career promotion of an employee whose position has been reclassified to a higher grade or to a position with a higher representative rate because of the addition of duties or responsibilities will be made in accordance with applicable laws and regulations.

Section 10. Employees will be provided training, written instructions, and assistance in the accessing of the USAJOBS website and the self-nomination process.

Section 11. In Accordance With (I.A.W.) AFMAN 36-203, Staffing Civilian Positions, candidates selected for ART positions must meet both military and civilian requirements for the new position. Military qualifications will be determined by the servicing Military Personnel Flight (MPF).

ARTICLE 32

INCENTIVE AWARDS PROGRAM

Section 1. The civilian awards and recognition program will be conducted in accordance with AFI 36-1004, Managing the Civilian Recognition Program, as amended by this article. Management recognizes its obligation to provide any subsequent changes to this AFI to the Union and allow appropriate negotiations over it.

Section 2. The Employer, by internal communication and other available means, will urge supervisors to recognize employees who sustain a level of performance significantly above reasonable expectations. Such recognition will be in accordance with regulatory guidelines. Supervisors will be urged to use Letters of Appreciation, Letters of Commendation, and other honorary awards to the maximum extent possible in such recognition.

Section 3. Quality Step Increases (QSI), Performance Awards, and Time Off Awards should be used to recognize individuals or groups for meritorious personal efforts, acts, services, or scientific achievement performed within or outside assigned job responsibilities.

Section 4. Management will identify available funds for civilian monetary awards. Normally, the Wing commander will allocate to each Group commander an amount of money in proportion to their respective share of wing labor costs. The Group commanders may further distribute the money to their subordinate squadron commanders.

ARTICLE 33

SUGGESTION PROGRAM

AIRMEN POWERED BY INNOVATION (API)

Section 1. The Employer and the Union support and encourage all employees to participate in the API Program. It is agreed that every reasonable effort will be made to process suggestions in an expeditious manner in accordance with applicable regulations. It is further agreed that an employee who encounters unreasonable or unwarranted delays in receiving a final determination of the adoption or rejection of a suggestion should refer the matter to his immediate supervisor who will in turn make a reasonable effort to resolve the problem. The servicing Manpower Office will be available to the Supervisor to assist him in these matters.

Section 2. Normally, suggestions will be processed within thirty (30) days. Exceptions to this time frame may be required because of special situations such as a test period, referral to other outside authority for approval or review, or development of an instruction.

Section 3. The Employer and the Union will encourage employees to discuss prospective suggestions with their immediate supervisor, who will aid them in ensuring that the suggestion is sufficiently described for evaluation.

Section 4. The Employer agrees to make the suggestion system accessible to the employees of the bargaining Unit. More information on the system may be obtained through the following sources: Servicing Manpower Office, or the API web site.

Section 5. Union officials and stewards will encourage their members to participate in the API Program, and will bring to the attention of the Servicing Manpower Office any known instance of negative attitudes towards the program on the part of supervisors or managers, employee dissatisfaction with the program, or instances where employees are discouraged rather than encouraged to participate.

Section 6. An evaluator will discuss a suggestion with the suggestor if he believes doing so will aid him in the evaluation process.

Section 7. The Employer will provide an employee whose suggestion is not adopted or awarded a copy of the evaluation and written reasons for the decision.

ARTICLE 34

TRAINING

Section 1. Supervisors will provide necessary on-the-job orientation and/or formal training to assist an employee newly assigned to a permanent position or RIF'd to a different position to reach expected performance standards.

Section 2. The Employer and the Union agree that the training and development of employees are mutually beneficial. The Employer agrees to continue its training program for unit personnel consistent with the needs of the activity and within the limits of regulatory and budgetary requirements.

Section 3. The Employer's policy is to assure the effective and efficient utilization of its work force in the accomplishment of the activity's mission. In this regard a positive, continuous, practical and economical training program will be conducted to the extent necessary to maintain an efficient and competent work force.

Section 4. When training is given primarily to prepare employees for advancement and is required for promotion (that is an employee is not eligible for promotion unless he has completed the training), selection for the training is made under competitive promotion procedures.

Section 5. Training opportunity notices will be maintained in a centralized location within each organizational element until the expiration date of the training. This location will be posted on official bulletin boards.

Section 6. The Employer may provide bargaining unit employees job training thru webinars, self study, video, and online classes. The Employer may provide headsets based on funding availability.

ARTICLE 35

UNION TRAINING SESSIONS

Section 1. An employee who is an official or representative of the Union will be excused without charge to leave in conjunction with attendance at a training session sponsored by the Union, provided the subject matter of such training is of mutual concern to the Employer and the interest of the Union and the Employer will be served by the employee's attendance.

Administrative excusal for this purpose will cover only such portions of a training session as meet the foregoing criteria. Request for such excusal will be addressed to the Civilian Personnel Officer through the employee's supervisor and shall have attached a written agenda of the training. If such agenda is not available, the letter of request must contain sufficient information so that the Civilian Personnel Officer may identify portions of the training which will be of mutual benefit to the Employer and the Union. Employees will not normally be excused for more than 16 hours in any 12-month period for such training on the clock.

Section 2. The Employer agrees that officers of the Union - President, Vice President, and Chief Steward - will be granted an additional forty (40) hours of official time, to include travel, to attend functions that cover employee-Employer relations, such as conventions and seminars which meet the criteria of Section 1 above.

ARTICLE 36

SAFETY

Section 1. The Employer will make every reasonable effort to provide and maintain safe working conditions for employees. The Union will cooperate to this end and will encourage all employees to work in a safe manner. It is further recognized that each employee has a primary responsibility for his own safety and an obligation to know and observe safety rules and regulations as a measure of protection for himself and others. The Employer will welcome at any time suggestions which offer practical and economically feasible ways of improving safety conditions. In the event working conditions are considered unsafe, the employee shall immediately notify his first-level supervisor so that an evaluation may be made. If the safety question is not settled by line management, the Union shall refer the matter to the Safety Officer.

Section 2. Employees will not be required to use equipment which has been condemned or evaluated as unsafe or perform work which is contrary to published or accepted safety practices. The Employer and the Union agree that the provisions of Air Force Occupational Safety and Health Standards (AFOSH) will be adhered to.

Section 3. Employees will inform their supervisor promptly when injured or ill because of work-related injury or illness and should complete Form CA-1, Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation for Injuries, or Form CA-2, Notice of Occupational Disease and Claim for Compensation for Illness, and other necessary forms. Said forms are available and can be filed electronically at the Department of Labor website (<http://www.dol.gov/owcp/dfec/regs/compliance/forms.htm>).

Section 4. The Employer agrees that, as soon as practicable after official notification to the nearest of kin, the Union shall be notified of serious on-the-job illness, injury or death of an employee in the Unit so that the Union may extend Union benefits to which the employee and/or his family may be entitled.

Section 5. The Employer will require all supervisors to comply with current regulations and instructions concerning reporting of accidents and providing medical services to employees. Time spent in a government dispensary or hospital during working hours on the day of injury will not be charged to leave or compensatory time.

Section 6. The Employer will take appropriate actions in detecting and resolving safety and environmental health problems such as toxic fumes, hazardous noise levels and similar conditions. The Union and the employees will assist the Employer in accomplishing these goals.

Section 7. All employee health records will be securely maintained under the direction of the Medical Officer in charge of the health unit and all such information treated as privileged and confidential.

Section 8. The Employer will maintain adequate lighting and cleanliness in work areas, rest rooms, and toilet facilities. The Union will encourage employees to maintain cleanliness.

Section 9. Employees will not be required to work in an area that has been deemed an immediate health hazard (asbestos in a friable state) unless proper training and personal protection as required by the Environmental Protection Agency and Occupational Health and Safety Administration has been provided by the Employer.

Section 10. All Government vehicles will be equipped with safety constraints as required by laws and regulations. Employees will use these constraints. Employees will not be required to ride in the back of open trucks.

Section 11. The use of cell phones while driving on base is prohibited, unless the cell phone is connected to a hands free device.

ARTICLE 37

TOOLS, EQUIPMENT, PROTECTIVE CLOTHING AND FACILITIES

Section 1. Tools, equipment, and protective clothing for the accomplishment of duties will be made available at no cost to employees in accordance with applicable regulations and technical orders. Protective clothing includes such items as safety shoes, safety glasses, ear plugs, etc. Items issued to employees are subject to personal accountability according to governing regulations. Items will be replaced as normal use dictates.

Section 2. Provided tools and equipment shall only be used for assigned duties and in accordance with generally accepted trade or craft practices.

Section 3. A locker for the storage of the above items and personal apparel will be made available to each employee except those employees who have other appropriate means of storing these items. In the event of an employee's death, the employee's locker will not be opened by management unless a witness is present.

Section 4. Desks and lockers are the property of the Employer and are provided primarily for the use of the employees in connection with the performance of their official duties. Desks and lockers assigned to unit employees will not be searched except in the presence of the employee unless authorized by proper authority or in the case of an emergency. Employees' desks and/or lockers will not be opened by management until the Union has been notified, providing them the opportunity to be present.

ARTICLE 38

ON-THE-JOB INJURIES

Section 1. The Employer is responsible for obtaining emergency treatment and transportation necessary to secure treatment for employees in incidents of on-the-job injuries. The Employer will assist the employees in applying for reimbursement from the Office of Workers' Compensation Program (OWCP) for all expenses incurred in obtaining medical treatment.

Section 2. When an employee sustains injuries while in the performance of duty, no matter how slight, the injured employee, or someone in his behalf, will report the circumstances to the employee's immediate supervisor. Employees should complete Form CA-1, Federal Employee's Notice of Injury or Occupational Disease, Form CA-2 for illness and other necessary forms. These forms may be filed electronically at the Department of Labor website at (<http://www.dol.gov/owcp/dfec/regs/compliance/forms.htm>).

Section 3. When an employee designates in writing a Union representative to assist in applying for these benefits, the representative will be authorized to review and obtain copies of all documents relating to the claim.

Section 4. The Employer agrees to process and forward promptly those documents required of the Employer when an employee sustains an on-the-job injury and elects to file a claim.

Section 5. The 4th Fighter Wing Ground Safety Office will contact the Union Office when a civilian employee is injured.

Section 6. The Employer will require all supervisors to comply with current regulations and instructions concerning reporting of accidents and providing medical services to employees. Time spent in a government dispensary or hospital during working hours on the day of the on-the-job injury will not be charged to leave or compensatory time.

Section 7. The Union will be invited to attend the Environmental Safety and Health Council meetings.

ARTICLE 39

PAYCHECK DELIVERY AND ALLOTMENTS

Section 1. Paycheck delivery will be in accordance with the current direct deposit of pay policy. An employee may grieve the denial of a waiver.

Section 2. Predesignated amounts of an employee's paycheck may be deposited in specific banks, credit Unions, and savings and loan offices in accordance with applicable regulations and instructions and by completion and approval of the appropriate form(s).

ARTICLE 40

PAYROLL WITHHOLDING OF UNION DUES

Section 1. An employee who is a bargaining unit member in good standing of the Union may voluntarily authorize an allotment from his pay to cover regular dues for such membership provided that all the following requirements are met:

- A. The employee receives an established amount of pay that is sufficient after legal deduction and other authorized allotments to cover the full amount of the allotment for the established dues.
- B. The employee has voluntarily completed a request for such allotment from his pay with full knowledge of the limitations on revocation of the authorization.
- C. The employee is included in the unit for which exclusive recognition has been granted.

Section 2.

- A. The Union agrees to provide to unit members in good standing the prescribed authorization form, SF-1187, and to receive completed forms from members who want to request allotment. The president or secretary of the Union is designated to receive completed forms, to enter the current amount of regular dues to be deducted for the member each pay period, and to determine whether the member is in good standing in the Union. He will then complete the required request for certification and submit the forms to the Civilian Pay Office, who will verify eligibility with the Civilian Personnel Office and send them to the servicing Payroll Office.
- B. Allotments authorized on properly completed and certified forms which are received in the Payroll Office five (5) workdays before the beginning of a complete pay period will be processed for that pay period.

Section 3. The Payroll Office will withhold the amount of regular dues set by the Union from the pay of each employee for whom it has a properly executed current allotment authorization. If the amount of regular dues is changed, the Union will notify the Civilian Pay Office in writing of the change. Only one (1) such change will be made in any period of 12 consecutive months.

Section 4. The Payroll Office will terminate an allotment:

- A. At the end of the pay period following notification of loss of exclusive recognition by the Union.
- B. At the end of the pay period an employee separates from the Employer or permanently moves to a position not included within the unit of recognition.

C. At the first complete pay period after written notification is received from the Union that an employee is no longer a member in good standing in the Union.

D. Upon receipt of a properly completed SF-1188, at the beginning of the first pay period one calendar year after the employee's dues have been withheld, or if the allotment is not revoked at the end of the first year it has been in effect, any subsequent revocation will be effective on the first pay period beginning on or after 1 March provided the revocation is received in the Payroll Office prior to 1 March. Revocations shall be received only during the month prior to the revocation period. The Union shall be provided a copy of the revocation form by the Employer within one pay period of receipt.

Section 5. A supply of SF-1188's will be maintained in the Civilian Pay Office. An employee may request one of these forms personally or in writing from the Civilian Pay Office. The form will be released only upon proper request of an employee. These forms will not be stocked except in the Civilian Pay Office.

Section 6. Remitting the amounts withheld. Upon disbursement for each pay period the Payroll Office will certify for payment the net amount withheld. Payment will be forwarded from DFAS to the National Association of Independent Labor (NAIL). In addition to the remitted amounts, NAIL will also be provided with a list of the employee members designated by their Union Local number, who have current allotment authorizations on file; the amount withheld from each person's pay; and a statement showing the total amounts withheld; and the net balance remitted. Also identified will be those employees whose pay was not sufficient to cover the full amount of the deductions and those whose allotments are being terminated at the beginning of the next pay period. A copy of this listing will also be mailed to Local 7 via U.S. Postal Service.

ARTICLE 41

TRAVEL

Section 1. It is understood that employees may be required to perform temporary duty travel in order to satisfactorily accomplish the duties of their positions and the mission of the Employer. For purposes of this Agreement, travel assignments are defined as assignments requiring absence from the permanent duty station. The Employer will make every reasonable effort to accommodate employee hardship.

Section 2. Issuance of travel orders, advance of travel pay and payment of per diem and travel allowances shall be in accordance with applicable laws and regulations.

ARTICLE 42

CONTRACTING OUT

Section 1. The Employer agrees to consult and negotiate openly and fully with the Union for proposed actions taken under OMB Circular A-76 to study contracting out of existing functions that include bargaining unit employees. The Employer also will notify the Union when a function within the bargaining unit is identified and approved for cost comparison or direct conversion contracting-out study.

Section 2. The Employer will provide the Union copies of pertinent information concerning contracting-out studies as such information is approved for release under governing directives. This information will include the invitation for bid (IFB) or request for proposal (RFP), abstract of bids, approved performance work statements (PWS) and changes thereto, certified wage rates, and cost studies if such cost studies are prepared. The Union will be given the opportunity to provide suggestions for Most Efficient Organization (MEO) and PWS. The Union President or designee shall be notified in advance of and shall be allowed to participate on committees or other meetings affecting Bargaining Unit Employees if consistent with ethics and conflict of interest requirements and other laws, rules, and regulations. The A-76 has its own appellate process and cannot be grieved.

Section 3. It is agreed that since it is to Management's advantage that the PWS during commercial reviews be as accurate as possible, the Union will be provided a copy and given the opportunity to review the statement for thoroughness. Comments must be provided within twenty-five (25) calendar days after receipt and will be carefully considered by Management. It must be noted that this provision applies only to commercial activity affecting the bargaining unit.

Section 4. Periodic briefings will be held between the Employer and the Union to provide the Union with information pursuant to OMB Circular A-76 and this Article, on matters which may adversely affect bargaining unit employees. Such briefings will be held for the purpose of providing information concerning contracting out.

Section 5. Union representatives can acquire an understanding of the cost comparison process, through briefings or discussions with the function OPR, servicing CPO, and/or manpower and organization office at the installation. Where local formal training concerning contracting-out is provided regarding conditions that affect the bargaining unit, at least two Union representatives will be afforded the opportunity to attend. When other training concerning contracting out is provided a Union representative(s) may be afforded the opportunity to attend at Management's discretion. Union representatives participating in the cost comparison process must attend ethics training from the servicing staff judge advocate and must ensure they are in compliance with the Joint Ethics Regulation (DoDD 5500.7-R).

Section 6. The Employer retains the right to make determinations with respect to contracting out as provided in Section 7106 of the Civil Service Reform Act. The Union will be advised of contracting out decisions which will have an impact on the unit employees. The impact and implementation of these contracting out decisions will be negotiated at the request of the Union.

Section 7. When Employees are adversely affected by a decision to contract out, the Employer will make maximum effort to find available positions for Employees.

ARTICLE 43

REDUCTION-IN-FORCE, TRANSFER OF FUNCTION, OR REORGANIZATION

Section 1. The Employer and the Union jointly recognize that occasions may arise where adjustments of the work force may be necessary by reduction-in-force, transfer of function, or reorganization.

A. Reduction-in-Force (RIF) means the release of an employee from a competitive level by separation, demotion, furlough for more than 30 consecutive calendar days, or 22 workdays within one (1) year from the first day the furlough is to be effected, or reassignment requiring displacement.

B. Transfer of function means the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, or the movement of the competitive area in which the function is performed to another area.

C. Reorganization means the planned elimination, addition, or redistribution of functions or duties in an organization or activity.

Section 2. The Employer will advise the Union in writing of any proposed or anticipated Reduction-in-Force, Transfer of Function, or Reorganization that affects bargaining unit positions or conditions or employment. At that time the Union may request bargaining.

ARTICLE 44

CIVILIAN EMPLOYEE ASSISTANCE PROGRAM

Section 1. The Employer and the Union recognize the need to assist an employee whose job performance is adversely affected by medical, behavioral, and emotional problems. The Union supports the Employer's Civilian Employee Assistance Program (CEAP) as a means for providing information, education, and other appropriate assistance or referral services for employee problems.

Section 2. The Employer will maintain a strong and vigorous program for identifying unit employees who have an alcohol, drug, or other problem which is interfering with the efficient and safe performance of their assigned duties or reducing their dependability and for offering rehabilitative assistance to such individuals.

Section 3. The Employer and Union recognize their joint responsibility and concern in the prevention and control of drug and alcohol abuse which adversely affects the Air Force mission. They will cooperate in carrying out the Alcohol and Drug Abuse Prevention and Treatment Program as set forth in Air Force and OPM directives. This includes a commitment to identifying and rehabilitating drug and alcohol abusers while protecting the employee's right to privacy and dignity.

Section 4. The following principles are agreed upon:

A. Drug and alcohol abuse are health problems, which can be diagnosed by medical authorities only. Supervisors must be able to describe the employee's behavior to the counseling staff but should not attempt to diagnose or draw conclusions.

B. Records of identity, diagnosis, prognosis, or treatment are privileged information, which may be disclosed only as outlined in Air Force and OPM directives.

C. The Employer and Union are concerned with an employee's use of alcohol only when it results in an employment-related problem and not with the employee's private decision to use alcoholic beverages when not on duty.

D. The Employer and Union are concerned with the employee's use of drugs when it results in an employment related problem or illegal activity.

Section 5. Unit members whose performance or conduct is adversely affected by drug or alcohol abuse will be offered the opportunity for rehabilitation through the appropriate base agencies or through local community rehabilitative resources. This does not limit management's right to discipline when deemed appropriate.

Section 6. Unit employees will be granted accrued sick leave, annual leave, or leave without pay for treatment or rehabilitation of a drug/alcohol problem in accordance with applicable laws and regulations. Consideration will be given to assurances from competent authority of the treatment center that the employee is meeting the criteria expected by the treatment center.

Section 7. Records created in relation to an employee's problem or issue will be regarded as confidential. Information from these records will be released to Union representatives and/or third parties upon written authorization from the employee.

Section 8. The Employer agrees that no unit employee will have his job security or promotion opportunities jeopardized by making such a request for professional assistance or referral, except as limited by laws and applicable regulations which relate to sensitive positions. The Employer further agrees that unit employees with problems of alcohol abuse or drug abuse will receive the same consideration and offer of assistance that is extended to other employees having any other illness or health problem.

ARTICLE 45

CHARITABLE AND CIVIC RESPONSIBILITIES

The parties recognize the importance of employee participation in authorized charitable fund raising campaigns, savings programs, and other charitable and humanitarian activities. It is agreed that such participation shall always be voluntary and that the Employer and the Union shall refrain from exerting pressure upon employees to participate. The Union agrees to support such campaigns and encourage participation.

ARTICLE 46

NURSING MOTHERS

Section 1. The Employer, when needed, will establish a room that will be used by Nursing Mothers for the strict purpose of expressing milk.

A. The Employer will provide a room large enough to house the following:

- (1) Chair, small table, trash can, sink, and small refrigerator. The sink and small refrigerator does not have to be in the same room but will be in close proximity.
- (2) Electrical outlets will be available.
- (3) The room will be lockable and the supervisor will assign the key, if needed, to the nursing mother.
- (4) The door will have a sign on it saying Private: Do Not Enter.

B. The Employer will also provide the following supplies:

- (1) Anti-bacterial soap; and
- (2) Paper towels.

C. Nursing Mothers who use this room will be required to:

- (1) Have name and date labeled on each bottle of expressed milk.
- (2) Remove expressed milk from the refrigerator at the end of their duty day.
- (3) Provide their own Breast Pump and collection bottles, storage containers or bags.

Section 2. The Nursing Mother will:

A. Contact their supervisor to find out where the Nursing Mothers' room is located or what room will be used.

B. Sign for the room key, if needed, and then return it to the supervisor once the nursing mothers' program is no longer needed.

C. Upon arrival at the designated location, the nursing mother will be allowed a 15-30 minutes lactation period, one in the first half of the shift and/or one the second half of the shift. Mothers are still entitled to their normal break periods. The employee may use comp time, credit time, annual leave or LWOP for their two lactation periods or however many they may need throughout the day. The employee may also use their meal time if they choose to do so.

D. The mother may extend beyond one year as long as they provide a two week notice that an extension is required.

E. Any questions regarding the nursing mothers' program may be addressed through the Civilian Personnel Office.

ARTICLE 47

PERSONNEL RECORDS

Section 1. An Official Personnel Folder (OPF) as prescribed by the Office of Personnel Management and the Air Force will be maintained for each employee. Employees may access their OPF electronically at any time. The Employer will provide information and assistance to employees on electronically accessing their OPF.

Section 2. Employees desiring a copy of their OPF shall submit a written request to the Civilian Personnel Office. Only one copy of the OPF will be provided under this article. The employee will be notified within five (5) workdays and the sealed envelope containing the OPF will be provided to the employee.

Section 3. If an employee desires to meet with a member of the CPO to review the OPF, such appointment will be scheduled upon request of the employee. Additionally, a Union representative may accompany the employee, or may be authorized in writing to represent the employee, at such a meeting.

Section 4. An employee may submit documents for inclusion in his Official Personnel Folder through the MYPERS website (https://gum-crm.csd.disa.mil/app/answers/detail/a_id/19331/p/1,2).

Section 5. Employees will be advised of all entries made in their AF Form 971 and will be given an opportunity to initial their acknowledgment at that time. Upon request, employees will be provided a copy of 971 entries.

ARTICLE 48

BULLETIN BOARDS AND PUBLICITY

Section 1. In all facilities where bargaining unit employees work, the Employer agrees to permit the Union to utilize one-fourth of the space on existing bulletin boards used for civilian personnel purposes or, if there is no board for such purposes, on existing general notice bulletin boards.

Section 2. The Union shall be responsible for the content of all posted and distributed materials and shall assure that it does not violate any law or regulation, the security of the Employer's premises, or contain libelous or abusive language.

Section 3. The Union shall provide the Civilian Personnel Office a copy of each piece of material it intends to post or distribute prior to such posting or distributing on the Employer's premises. This submission requirement does not encompass any type of approval or disapproval.

Section 4. The Union may submit articles of general interest for inclusion in the official bulletin, Wright Times, or other similar command publications.

Section 5. The Union may submit articles of general interest for display on SJAFB marquees.

Section 6. The Union will be listed as a separate organizational listing in base directories, including the SJAFB home page, the telephone directory, and quick reference list as follows:
Union – National Association of Independent Labor Local 7.

ARTICLE 49

SMOKING AND TOBACCO PRODUCTS

Section 1. The Union and Employer recognize that individuals have the right to have an environmentally sound work environment, which includes the right to smoke-free conditions. As such, the parties agree that there will be no smoking in SJAFB vehicles, motorized equipment, or buildings. Smoking will be permitted only in designated smoking areas and/or in private vehicles.

Section 2. The Union and Employer recognize that individuals have the right to choose to smoke and to use tobacco products. The Employer shall provide sheltered smoking areas.

Section 3. The Medical Group Campus is designated as a tobacco-free zone. The Medical Group Campus is defined as the Main Clinic building, the Dental Clinic, the TRICARE building and the Bioenvironmental building and the grounds adjacent to the buildings. A sheltered tobacco-use area is located at the southwest corner of the campus, to the right of the TRICARE building. This shelter is the designated tobacco-use area for all MDG employees and visitors to the MDG campus.

Section 4. The Employer will provide smoking cessation classes to those individuals who are interested in such a program. If otherwise in an official duty status, the employee will be allowed one smoking cessation course on official time.

Section 5. Smoking will only be allowed in areas away from any flammable or hazardous substances in accordance with DoD fire codes.

Section 6. Employees who choose to smoke will not be allowed smoke breaks in addition to their regular 15 minute breaks. If an employee chooses to smoke during a break, he will utilize his 15 minute break to smoke. An employee may coordinate with his supervisor to use his 15-minute break in 5-minute increments each hour, not to exceed six 5-minute breaks in a day.

Section 7. Individuals chewing and dipping must do so in a designated smoking area and must dispose of the residue in a sanitary manner.

ARTICLE 50

DRESS STANDARDS

Section 1. Employees are expected to comply with reasonable dress and grooming standards. Articles of clothing will not be prohibited unless there is a clear and demonstrated showing that the prohibited item contributes to an unsafe, unhealthy, nonproductive or disruptive work environment. Management's disagreement with styles, modes of dress, and grooming now in fashion is not an adequate criterion for making such a determination.

Section 2. Civilians who are required to wear a uniform in flight line/industrial/maintenance areas will be provided appropriate private areas to change into and out of uniform in reasonable proximity to the workplace. All such civilians who are required to wear a uniform will be provided a locker when requested to hang/store clothing. All future flight line/industrial/maintenance facilities will take into account these requirements and will have locker, shower and changing facilities.

Section 3. Firefighters will be provided a uniform allowance and uniform in accordance with the Memorandum of Agreement dated 20 May 2010, see Appendix B.

Section 4. Security Police/ Guards will be provided a uniform allowance and uniform in accordance with the Memorandum of Agreement dated 14 November 2012, see Appendix C.

Section 5. Power Pro, Utilities, HVAC and Electric Shops personnel will be provided a uniform allowance and uniform in accordance with the Memorandum of Agreement dated 23 February 2015, see Appendix D.

Section 6. Union Representative(s) have the option of not wearing the Uniform when performing representational functions.

ARTICLE 51

FRAUD, WASTE, AND ABUSE

Section 1. All employees should report fraud, waste, and abuse relating to both the Command and other DoD activities.

Section 2. Any employee who suspects a case of fraud, waste, and abuse is encouraged to report the situation to his chain of command or the inspector general (IG). In addition, reporting agencies and phone numbers are available through various media, including bulletin boards, base publications, and internet sites. The following listed numbers are for informational purposes only and were valid at the time this article was approved. Neither party guarantees the accuracy of these numbers.

Inspector General	722-0211
AF OSI	722-1218
Dept of the Air Force FWA Hotline	(202) 404-5354 (800) 538-8492
DoD Hotline Toll Free	DSN 664-8799 (800) 424-9098
General Accounting Office (GAO) Hotline – Toll Free	(800) 424-5454
U.S. Office of Special Counsel hotlines:	
(a) Prohibited Personnel Practices	(800) 872-9855
(b) Whistleblower Disclosure	(800) 572-2249
(c) Political Activity (“Hatch Act”)	(800) 854-2824

ARTICLE 52

DISCIPLINARY AND ADVERSE ACTIONS

Section 1. The parties agree that disciplinary and adverse actions will be taken for such cause as will promote the efficiency of the service and will be supported by a preponderance of the evidence. Disciplinary actions will be initiated only after a preliminary investigation or inquiry indicated that such action is proper.

Section 2. Disciplinary and adverse actions will be accomplished on a timely basis.

Section 3. Disciplinary actions, such as, a suspension of an employee for fourteen (14) days or less, letter of reprimand, oral admonishment, or other informal actions are grievable solely through the negotiated grievance procedure.

Section 4. An employee against whom a suspension of fourteen (14) calendar days or less is proposed is entitled to:

- A. An advance written notice stating the specific reasons for the proposed action;
- B. A reasonable time, not less than seven (7) work days, to answer orally and/or in writing and to furnish affidavits or other documentary evidence in support of his reply;
- C. Be represented by the Union; and
- D. A written decision and specific reasons therefore at the earliest practicable date.

Section 5. For purposes of this Article, the term "adverse action" applies to:

- A. A removal;
- B. A suspension for more than fourteen (14) calendar days;
- C. A reduction in grade;
- D. A reduction in pay; and
- E. A furlough of thirty (30) days or less. A furlough is defined as a temporary non-pay status and absence from duty required by the Employer because of a lack of work or funds, or for other non-disciplinary reasons.

Section 6. An employee against whom an adverse action is proposed is entitled to:

- A. At least thirty (30) days advance written notice stating the specific reasons for the proposed action, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed or in the event of a furlough due to unforeseeable circumstances as provided for by law;
- B. Not less than seven (7) work days to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer, except such an opportunity to reply is not required for a furlough due to unforeseeable circumstances as provided for by law;
- C. A written decision and the specific reasons therefore at the earliest practicable date; and
- D. If appeal is made to the Merit Systems Protection Board, the employee may have a representative of his choosing; and notice of appeal rights.
- E. Adverse actions may only be appealed to the Merit Systems Protection Board.

Section 7. The Employer will inform the employee in the decision letter of grievance/appeal rights.

Section 8. Grievances contesting a suspension of fourteen (14) days or less may be filed at the final step of the Negotiated Grievance Procedure by the affected employee not later than ten (10) work days after receipt of the decision letter. Decisions regarding removals or suspensions of more than fourteen (14) days are excluded from coverage of the Grievance Procedure and are appealable to the Merit Systems Protection Board.

Section 9. The Employer shall provide an employee at the time a reprimand is issued or a proposed suspension or adverse action is issued a copy of all evidence, including statements, regulations, etc., used by the Employer to support the action.

ARTICLE 53

NEGOTIATED GRIEVANCE PROCEDURE

Section 1. The term grievance shall be defined as in Title VII, PL 95-454, Subchapter I, Section 7103, and as defined in Article 3 of this agreement, as follows. A grievance is defined as any complaint:

- A. By a unit employee concerning any matter relating to the employment of the employee;
- B. By the Union concerning any matter relating to employment of unit employees; or
- C. By any unit employee, the Union, or the Employer concerning:
 - (1) The effect or interpretation, or a claim of breach of this agreement; or
 - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 2. The Employer and the Union recognize and endorse the importance of bringing to light and resolving grievances in a prompt manner. The parties agree that the expeditious settlement of grievances at the lowest possible level is in the best interest of the government service. This procedure is designed to provide an ethical, orderly, and equitable means for resolving grievances.

Section 3. Unit employees covered by this agreement may present a grievance which may be adjusted with or without Union representation at the grievant's discretion. However, the Union shall have the right to have its representative present at the adjustment. This right to individual presentation does not include the right to take the matter to arbitration, unless the Union agrees to do so.

Section 4. This negotiated grievance procedure is the sole procedure available to unit employees for resolving covered matters.

Section 5. A unit employee may be represented by the Union or may handle his own grievance; however, the Union will be given the opportunity to be represented at all formal discussions between management officials of the Employer and employee concerning such grievances and, at the appropriate time, to make the Union's views known. The Union's right to have a representative present does not extend to informal discussions between an employee and a supervisor. However, if such discussions lead to consideration of possible modifications of personnel policies or other matters to which the Union is entitled to be a party, decisions on such matters will not be made by management officials of the Employer until the Union representative is given the opportunity to participate in the discussion. Such decisions will not conflict with the Agreement.

Section 6. The following are excluded from coverage of this grievance procedure:

- A. A claimed violation of prohibited political activities;
- B. Retirement, life insurance, health benefits, and matters under the auspices of the Office of Workers' Compensation Programs, U.S. Department of Labor;
- C. A suspension or removal under 5 USC 7532, national security;
- D. Any examination, certification, or appointment of candidates for Federal employment;
- E. The classification of any position which does not result in the reduction in grade or pay of an employee;
- F. An allegation or complaint of discrimination based on race, color, religion, sex, age, national origin, marital status, political affiliation, or handicapping condition;
- G. Non-selection for promotion from a group of properly ranked and certified candidates;
- H. Allegations of mismanagement;
- I. Separation during probationary period;
- J. Matters appealable to the Merit Systems Protection Board;
- K. A proposed action;
- L. Non-adoption of a suggestion; and
- M. The content of published agency policies and regulations.

Section 7. Grievances may be initiated by (a) employees (either singly or jointly), (b) the Union, or (c) the Employer. When identical or similar grievances are submitted by more than one employee, normally only one grievance will be processed under this procedure, and the disposition of that grievance will be the disposition of all such grievances. The results of the decision will be applied to all parties affected by the decision. In the event identical grievances are filed, any such grievance will be processed individually upon the grievant's request. Regardless of Union membership, employees shall not be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation, or established agency policy. An employee or group of employees in the unit may be represented by themselves or only by the exclusive Union, in filing a grievance under the negotiated procedure.

Section 8. Reasonable official time will be granted aggrieved unit employees and the appropriate Union representative to investigate and prepare grievances, if otherwise in an official duty status. Official time will be granted to present a grievance through this negotiated grievance procedure.

Section 9. Once a grievance has been accepted for processing under this grievance procedure, failure of the aggrieved employee or the Union to comply with any applicable time limit will terminate further consideration of the grievance except as otherwise provided herein. Failure of a management official of the Employer to comply with any applicable processing time limit will constitute a valid basis for the grievance to be promptly advanced to the next higher step of this grievance procedure. However, any time limits stated in this Article may be extended by mutual written agreement between the Employer and the Union.

Section 10. A grievance by the employee or the Employer shall be filed within fifteen (15) calendar days of the incident or learning of the incident being grieved except for extenuating circumstances such as an unavoidable or an authorized absence of the aggrieved. Should extenuating circumstances preclude adherence to the above stated time constraints, written reasons will be submitted with the grievance.

Section 11. Employee grievances:

Employee grievances shall be processed as follows:

Step 1. An employee shall first take up his grievance with his first-level supervisor. The employee may choose to have a Union representative. The following shall be specified orally or in writing:

- a. The basis for the grievance;
- b. The date of the incident (or learning of the incident) being grieved; and
- c. The corrective relief sought.

Should either party so desire, a meeting shall be held to discuss the matter(s) grieved. Such meeting will take place within five (5) workdays of receipt of the grievance and a representative for each party may be present. The first-level supervisor shall make a reasonable effort to resolve the grievance and will render his written decisions or findings/conclusions to the employee within five (5) workdays of the date the employee submitted the grievance or the date of the grievance meeting, whichever is later. Only one representative from either party will attend grievance meetings unless previously arranged.

Step 2. If the grievance is not satisfactorily settled following the supervisory response in step 1, and the employee wishes to pursue the grievance further, the grievance then must be presented within seven (7) workdays, in writing along with any reply received to the step-one grievance, to the next higher level supervisor. The written grievance must specify the nature of the grievance and the personal relief desired. Should either party so desire, a meeting shall be held to discuss the matter(s) grieved. Such meeting will take

place within seven (7) workdays of receipt of the grievance and a representative for each party may be present. The supervisor will provide a written answer to the employee and the Union within seven (7) workdays after the date the employee submitted the step-two grievance or the date of the grievance meeting, whichever is later. Only one representative from either party will attend grievance meetings unless previously arranged.

Step 3. If the grievance is not settled at step 2, the grievant may, within seven (7) workdays after receipt of the step 2 reply, forward the written grievance, including a copy of all replies received from the Employer to the Civilian Personnel Officer will refer any 3rd step to the appropriate Wing/Group Commander or his designee. The grievant shall specify the issues not satisfactorily resolved in step 2. A meeting may be held within seven (7) workdays of receipt to discuss the grievance, at the discretion of the deciding official. If such a meeting is held, only one representative from either party will attend the grievance meeting unless previously arranged. Within seven (7) workdays of receipt of the written grievance, or, in the event a meeting is held, within seven (7) workdays of the meeting, the Employer will issue a final written decision.

Section 12. Employer grievances:

Employer grievances shall be filed in writing with the President of the Union. The grievance shall specify the basis for the grievance and the corrective relief sought. A meeting shall be held to discuss the grievance within five (5) workdays of receipt of the grievance. The President shall issue a written decision within fifteen (15) workdays of receipt of the grievance. Only one representative from each party will attend the meeting, unless previously arranged.

Section 13. Union grievances:

Union grievances shall be filed with the appropriate squadron commander or chief of staff agency within ten (10) workdays of the matter grieved or ten (10) workdays of the Union becoming aware of the matter grieved. The written grievance will identify the matter grieved and the relief sought. The parties will meet within seven (7) workdays to discuss the grievance. The squadron commander or chief of staff agency will provide a written decision within seven (7) workdays of the meeting. If the Union is not satisfied with the decision of the squadron commander or chief of staff agency, the Union may file the grievance with the appropriate Wing/Group Commander or his designee within seven (7) workdays of the receipt of the written decision. The parties will meet within seven (7) workdays to discuss the grievance. The Commander will provide a written decision within seven (7) workdays of the meeting.

Section 14. Grievances not resolved through the provisions of this Article may be referred to arbitration by either the Union or Employer, in keeping with Article 54, Arbitration.

Section 15. The parties agree to consider the use of the Federal Mediation and Conciliation Service (FMCS) grievance mediation services. Grievance mediation must be requested in writing within ten (10) calendar days following the last step in the Grievance Procedure. Grievance mediation, if used, must be by mutual consent. Neither party is obligated to use this

service, nor shall the voluntary, mutual consent to use the service limit a party's right to invoke arbitration at a later date. If the parties agree to use grievance mediation, they must submit a joint, signed request, asking for FMCS assistance. Such request will be made with the understanding that grievance mediation is an informal process intended as a supplement to and not a substitute for the arbitration process. The parties also agree that if grievance mediation is used, it shall be conducted at the discretion of the FMCS and that the parties agree to follow its guidelines, which entitle a grievant to be present at the mediation conference. The mediator has no authority to compel resolution of the grievance. If the grievance is not settled during the mediation process, the matter may proceed on to arbitration. Nothing said or done by the parties or the Mediator during mediation can be entered as evidence or used against them during any subsequent arbitration proceedings. Furthermore, the parties agree to hold FMCS, and the Mediator appointed by the Service to conduct the mediation conference, harmless of any claim of damages arising from the mediation process.

ARTICLE 54

ARBITRATION

Section 1. In the event a grievance processed through the negotiated grievance procedure is not satisfactorily settled, the matter may be submitted to arbitration. Arbitration may only be invoked by the Employer or the Union. Arbitration must be invoked within ten (10) workdays of receipt of a final decision. Upon receipt of the moving party's written notice of invoking arbitration, the responding party will have ten (10) workdays to provide written notice of grievability/arbitrability issues, if any, to the moving party.

Section 2.

A. Within fifteen (15) workdays of the respondent's receipt of the request for arbitration, the moving party shall request the Federal Mediation and Conciliation Service to provide a list of seven (7) impartial persons qualified to act as arbitrators. The party invoking arbitration will initially pay the appropriate FMCS administrative fee for arbitrator listings. This fee will be split if there is a split decision by the arbitrator. If the arbitrator's decision results in a losing party, this fee will be paid by that party. The parties shall meet within ten (10) workdays after receipt of the list of arbitrators unless delay is mutually agreed upon. The Union and the Employer will each strike out one name from the list and shall then repeat the procedure. The remaining name shall be the selected arbitrator. A flip of a coin will decide which party strikes first.

B. In the alternative, the parties may jointly agree on an arbitrator without requesting a list from FMCS.

Section 3. If either party refuses to participate in the selection process the other party may select an arbitrator. This selection may be made within ten (10) workdays after time frames in Section 2.A. have expired.

Section 4. Grievability and arbitrability issues, if unresolved, will be handled as threshold issues at arbitration. Grievability and arbitrability issues must be raised in writing not later than ten (10) workdays after arbitration is invoked, as set forth in Section 1 of this Article.

Section 5. The fee and expense, if any, of the arbitrator shall be borne by the losing party. The arbitrator shall determine the losing party. If there is a split decision in which neither party can be designated as the losing party, the costs shall be borne equally. The arbitration hearing will be held on the Employer's premises during the regular day shift hours of the basic workweek (Monday-Friday). All participants in the hearing shall be in a duty status, if otherwise scheduled to work during the hearings. Consistent with mission needs, the Employer will make every effort to schedule shift workers required to participate in the arbitration hearing to the appropriate day shift of the hearing.

Section 6. The arbitrator will be requested to render his decision as soon as possible after the date of the hearing, but in any event no later than thirty (30) calendar days after the conclusion of

the hearings unless the parties otherwise agree. If both parties agree, the dispute may be decided upon written submissions only.

Section 7. The parties will in good faith attempt to define the issue(s) and agree on a joint submission to be sent to the arbitrator in advance of the hearing. If agreement cannot be reached, each party will submit their issue(s) to the arbitrator who will then determine the final wording of the issue(s).

Section 8. Either the Union or the Employer may file exceptions to an arbitrator's award in accordance with law and regulation.

Section 9. If an employee prevails, he will be entitled to back pay as provided in 5 USC 5596.

Section 10. No arbitrator shall have the power to add to, subtract from, disregard, alter, or modify the contract terms contained in this Agreement.

Section 11. The expense of a transcript will be borne by the party or parties requesting the transcript.

ARTICLE 55

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the Union agree to cooperate in providing equal opportunity in employment for all qualified persons and to promote the full realization of equal employment opportunity through a continuing affirmative action program under applicable laws and implementing directives.

Section 2. Any Employer representative who has authority to take, direct others to take, recommend, or approve any personnel action, shall not with respect to such authority discriminate for or against any employee:

- A. On the basis of race, color, religion, sex, or national origin, as prohibited under Section 717 of the Civil Rights Act of 1964 (42 U.S.C. 2000e-16).
- B. On the basis of age, as prohibited under Sections 12 and 15 of the Age Discrimination in Employment Act of 1967 (29 U.S.C. 631, 633a).
- C. On the basis of sex, as prohibited under Section 6(d) of the Fair Labor Standards Act of 1938 (20 U.S.C. 206(d)).
- D. On the basis of handicapped condition, as prohibited under Section 501 of the Rehabilitation Act of 1973 (29 U.S.C. 791).
- E. On the basis of marital status or political affiliation, as prohibited under any law, rule, or regulation.

Section 3. Semi-annual reports, compiled by the Employer, will be publicized for information and guidance to supervisors and employees. The semi-annual reports will depict the work force profile by grade level and series, and by race/national origin and sex (R/N/S) in each category. Copies of the semi-annual reports will be furnished to the Union.

Section 4. When a vacancy occurs among Equal Employment Opportunity Counselors which is to be filled, the Union may submit the names of no more than four unit employees to the Base Equal Employment Opportunity Officer for consideration for the vacancy. Final decision on the designation of counselors will be made by the Mission Support Group Commander or designee. Candidates selected shall meet the criteria established by applicable regulations and will be trained in accordance with guideline from higher headquarters.

Section 5. The Union will assist the Employer and the Equal Employment Opportunity Office in affirmative actions designed to meet appropriate objectives in equal opportunity. Where problems concerning discrimination arise within the unit, the Union will assist in their resolution. The President of the Local and the Equal Employment Opportunity Officer will meet as often as deemed necessary relative to equal employment matters. Requests for such meetings should include the subject matter to be discussed including the issues involved where appropriate.

Section 6. The Union may appoint one member to the EEO Committee or any committee under EEO auspices, which would not include committees where management deliberations are undertaken concerning management rights.

Section 7. Unit employees who feel they have been discriminated against have the right to discuss their complaint with an Equal Employment Opportunity Counselor and may file a formal complaint in accordance with existing regulations. An employee must contact an EEO Counselor within forty-five (45) calendar days of the alleged offense. In addition, the employees will be advised that they may choose to have a personal representative when filing a formal complaint. The Counselor will, as he finds it necessary, meet with the complainant in relative privacy.

ARTICLE 56

UNFAIR LABOR PRACTICE SETTLEMENT PROCEDURE

The party intending to file an Unfair Labor Practice (ULP) charge shall provide advance notice to the other party prior to filing a formal written charge with the Federal Labor Relations Authority.

ARTICLE 57

PHYSICAL FITNESS ACTIVITIES

Section 1. Employees may participate in regular Physical Fitness Activities (PFA) up to a maximum of three (3) hours per week. The time must be in blocks that are 1.5 hours or less (in increments of 15 minutes). Only one block of time per day is authorized and unused time from previous periods can't be banked. Specific times for participation in physical fitness activities will be dictated by mission requirements and approved in advance.

Section 2. Employees wishing to participate in this local program must submit to their supervisor a "Request for Approval of Excused Absence & Memorandum of Understanding for Physical Fitness Activities" form found in Appendix E along with a doctor's statement from their primary physician certifying that physical fitness activities are permitted with/or without limiting conditions. The doctor's statement should include language such as:

- A. "Employee's Name" is physically able to participate in a physical fitness program which he/she has selected without limitations, or
- B. "Employee's Name" is physically able to participate in a physical fitness program which he/she has selected with the following limitations of _____.

Section 3. Employees will only utilize on base facilities for any period of excused absence for the PFA.

Section 4. PFA should address cardiovascular, aerobic endurance, muscular strength and endurance, flexibility and body composition. PFA's that are considered aerobic; the heart rate should be elevated into the age and physical condition-specific training zone for at least 20 minutes.

- A. Some examples that are acceptable for PFA are walking, jogging, biking, machine and free weights, general calisthenics, structured exercises such as spinning, aerobics, and core training.
- B. Golfing, bowling and softball are not examples that raise the heart rate nor are they considered as acceptable examples of PFA. The aforementioned examples will not be authorized for the PFA and are just few examples for what is not considered acceptable exercises for the PFA.

Section 5. Each absence will be recorded on the time sheet with the appropriate code for excused absence (LN) along with the remark "Physical Fitness."

Section 6. PFA time is all inclusive to consist of traveling to and from PFA sight, time changing into and out of PFA clothes, showering and/or cleaning up after the PFA. Physical fitness periods cannot be combined with authorized breaks, but may be done in conjunction with the lunch period. (This does not mean that an employee gets additional time for lunch if they combine physical fitness with their lunch hour).

Section 7. Supervisors may restrict or change PFA time to meet mission or duty related requirements. Employee will not challenge such a decision unless arbitrary or capricious.

Section 8. Employees must be present for duty prior to or after Physical Fitness period.

Section 9. Employees normally do not earn overtime, comp time or credit time on days they use fitness leave.

Section 10. Supervisors may terminate or suspend an employee's use of the PFA program for disciplinary or performance issues.

ARTICLE 58
CIVILIAN DRUG TESTING

Section 1. If an employee believes that their position has been incorrectly included as a test designated position, they have 30 working days from the date of the notification to submit a grievance. The notification letter will include an explanation of any grievance rights. The letter will be signed and dated by the employee. The employee will receive a copy of the signed letter.

Section 2. Testing Designated Positions (TDP) will be governed by Executive Order 12564, Air Force Instruction (AFI) 44-107 as controlled by Federal Court decisions. The latest Department of Health and Human Services (HHS) guidance for selection of testing Designated Positions will be attached to the Testing Designated Position notification letter.

Section 3. All documentation signed by the employee associated with the drug testing program will be provided to the employee upon their request.

Section 4. All letters issued to the employee requiring signature regarding the drug testing program will have the following statement added underneath the signature block of the employee. "A signed copy will be provided to the employee. **(To be added to all documentation)**

Section 5. The Agency will provide training to Bargaining Unit Employees (BUE) and Union Representatives regarding all aspects of how the drug testing works. The Union reserves the right to make recommendations of training content. Training will be conducted on duty time. The Union will be provided a copy of all training materials.

Section 6. An employee directed for testing will be granted necessary duty time to participate in the collection process.

Section 7. Upon request, a Bargaining Unit Employee will be granted Union Representation for the collection process. Union Representatives are present for observation and in no way will interfere with the collection process.

Section 8. If upon the request of the employee, the Employer will provide transportation to and from the drug testing collection site, rehabilitation sessions, and all other appointments associated with the rehabilitation process if the facilities are on the premise of Seymour Johnson Air Force Base.

Section 9. Bargaining Unit Employees who have previously notified, arranged and been approved for leave by their supervisor will be excused from testing that day, unless there is sufficient duty time remaining to perform test.

Section 10. When a handicapped Bargaining Unit Employee is directed/selected for drug testing an appropriate arrangement will be made based on the individual employee's need at that time. The appropriate arrangement will ensure that the employee will be able to provide a sample

without undue hardship. Additional time may be granted at the Drug Demand Reduction Program Manager (DDRPM) discretion.

Section 11. Upon the request of the employee, the employee may use the chain of custody form number in lieu of social security number.

Section 12. Bargaining Unit Employees directed or selected for a drug test will be permitted to provide urine sample in private. Bargaining Unit Employees who are suspected of altering, tampering or substituting the sample will be observed by a trained observer of the same gender.

Section 13. Bargaining Unit Employees may submit medical documentation to justify as valid proof to the use of prescribed drugs to the Medical Review Officer (MRO).

Section 14. Bargaining Unit Employees whose tests have been confirmed positive will be notified by the Medical Review Officer (MRO). Employees will be provided a written notice to report for assessment and referral services. This notice includes consequences if they choose to decline the referral for counseling/rehabilitation or fail to complete the counseling/rehabilitation process.

Section 15. Appropriate disciplinary action related to a positive test result will not be considered until the Agency is satisfied the test results are verified and validated.

Section 16. The employee may use leave for treatment and counseling.

Section 17. When a reasonable suspicion test is conducted, the employee will be provided the supporting documentation used to justify the suspicion test and the report that shows the results of the drug test, upon the request of the employee.

Section 18. Employees will be subject to testing for evidence of illicit drug use, based upon the circumstances of an accident or safety mishap, if the employees supervisor has reasonable suspicion that an employee's conduct may have caused or contributed to an accident or safety mishap involving personal injury that requires emergency medical treatment, a fatality, or at least \$2,000 in property damage. If needed, supervisors should consult organizational medical and safety experts in determining when these thresholds have been met.

Section 19. Reasonable suspicion is a specific and fact-based belief that an employee has engaged in illicit drug use, and that evidence of illicit drug use is presently in the employee's body, drawn from specific and particularized facts, and reasonable inferences of facts. The testing may be based on a reasonable suspicion of illicit drug use on or off duty.

ARTICLE 59

MISCELLANEOUS

Section 1. The Employer will provide the Union with electronic access to Air Force Civilian Personnel regulations and instructions.

Section 2. Unit employees are expected to pay just financial obligations in a proper and timely manner in accordance with applicable regulations.

Section 3. Day care services will be made available for the children of unit employees in accordance with applicable agency regulations.

Section 4. Absence and Leave-Civilian Personnel Accountability:

A. Employees who will be taking approved leave will provide available contact information which will enable the supervisor to know their general location while absent, and if possible to contact and recall them if necessary, and for the supervisor to provide an estimate of the time required to reconstitute the workforce. The supervisor will maintain the confidentiality of this information and use it only for emergency recall purposes.

B. If an employee is contacted by a representative of the Agency while on leave outside of the employee's normal commuting area, and the employee is directed to return to work, the employee will receive whatever entitlements allowed under law. The Civilian Personnel Office will provide advice and assistance to the employee in receiving whatever entitlements allowed under law.

C. An employee will receive whatever entitlements allowed under the law for any monetary losses incurred as a result of being directed to return to work from a leave status. The Civilian Personnel Office will provide advice and assistance to the employee in receiving whatever entitlements under the law.

Section 5. Where immunizations are required in an employee's Position Description as a condition of employment, an exemption may be requested for medical and/or administrative reasons. When an employee has some medical documentation to indicate that he or she may be medically exempt from receiving any of the required immunizations, the supervisor, or his or her designee, will provide information to the employee on how to apply for an exemption and will assist in the coordination thereof.

ARTICLE 60

DISTRIBUTION OF AGREEMENT

Section 1. The Employer will furnish copies of this Agreement and any amendments or supplements to all current employees and to new employees at the time of hire. An electronic copy and fifty (50) extra paper copies will be furnished to the Union each contract term. The final contract will be available to all Bargaining Unit Employees on the SJAFB intranet web site.

Section 2. While the Agreement is being printed, ten (10) draft copies will be provided to the Union.

Section 3. The Agreement will be printed on standard 8 ½ inch by 11 inch paper.

Section 4. The Parties will conduct orientation sessions on the Agreement. The sessions will last no more than two hours, to include a question-and-answer period.

ARTICLE 61

DURATION OF AGREEMENT

Section 1. This Agreement shall remain in full force and effect for a period of three (3) years from the date of DOD approval or from the 31st day after execution, whichever is sooner. This Agreement shall be renewed automatically for additional periods of two (2) years unless either Party gives written notice of its desire to amend, renegotiate, or terminate the Agreement.

Section 2. Should one of the Parties choose not to extend the Agreement but rather renegotiate a new Agreement, the following shall apply:

- A. No earlier than 105 nor less than 60 days prior to the scheduled expiration date of this Agreement, the Party wishing to renegotiate the Agreement shall inform the other Party of its desire to do so.
- B. The Party desiring to renegotiate the Agreement (moving party) shall provide two (2) copies of its proposed contract along with its request to renegotiate to the responding party.
- C. The Party receiving the request to renegotiate shall submit counter proposals/proposals to the moving party within 45 days of the receipt of the request to negotiate.

Section 3. The Parties may reopen the Agreement at any time by mutual consent and/or to amend when required by changes in law. Before reopening, the Party wishing to reopen will submit to the other Party at least thirty (30) days prior to the desired reopening date, an agenda stating the reasons for reopening and the changes that are desired.

Section 4. This Agreement will remain in full force and effect during the renegotiation or reopening of the said Agreement and until such time as a new Agreement takes effect.

ALTERNATIVE WORK SCHEDULE (AWS)

MAXIFLEX OPTION

Beginning with my next pay period after approval or 10 days after receipt by management, whichever comes first, I request the work schedule outlined below. I will continue working this schedule until I have submitted a new request in accordance with Article 13 of the Collective Bargaining Agreement between SJAFB and NAIL Local 7 and that request has either been approved by the Employer or 10 calendar days after receipt by management has passed.

MAXIFLEX OPTION: Individuals must work 80 hours per biweekly period. The maximum hours that may be worked on any day is 10 hours. The 10-hour day will not restrict that person from working ordered and approved overtime. Individuals must be present during core hours on all scheduled work days unless on approved leave, excused absence, or an approved core time deviation (CTD). Any core time deviation (CTD) must be requested by the individual and approved by the supervisor in advance. The time must be made up during the biweekly period. CTD should occur only in unusual circumstances. Individuals may vary their beginning, lunch period, and ending times daily. A lunch period of 30-60 minutes must be taken during the mid-day flexible band.

Flexible Band	Core Hours	Flexible Band	Core Hours	Flexible Band	
0600 - 0900	0900 - 1100	1100 - 1300	1300 - 1500	1500 - 1800	Day Shift
1400 - 1700	1700 - 1900	1900 - 2100	2100 - 2300	2300 - 0200	Swing Shift
2200 - 0100	0100 - 0300	0300 - 0500	0500 - 0700	0700 - 1000	Mid-Shift

I have read Article 13 of the Collective Bargaining Agreement and agree to abide by the rules.

_____	_____
EMPLOYEE	DATE

RECEIPT ACKNOWLEDGEMENT:

_____	_____
SUPERVISOR	DATE

APPROVED/DISAPPROVED:

_____	_____
FIRST-LINE SUPERVISOR	DATE

APPROVED/DISAPPROVED:

_____	_____
SECOND-LINE SUPERVISOR	DATE

ALTERNATIVE WORK SCHEDULE (AWS) REQUEST

GLIDING SCHEDULE

Beginning with my next pay period after approval or 10 days after receipt by management, whichever comes first, I request the work schedule outlined below. I will continue working this schedule until I have submitted a new request in accordance with Article 13 of the Collective Bargaining Agreement between SJAFB and NAIL Local 7 and that request has either been approved/disapproved by my immediate supervisor or 10 calendar days after receipt by management has passed.

GLIDING SCHEDULE: is a type of flexible work schedule in which a fulltime employee has a basic work requirement of 8 hours each day and 40 hours in each week, may vary starting and stopping time each day and may change starting and stopping times daily within the established flexible hours.

Employees must be present for duty during core hours or in an approved leave status during core hours. The lunch periods will be 30-60 minutes during the mid-day flexible band.

Flexible Band	Core Hours	Flexible Band	Core Hours	Flexible Band	
0600-0900	0900- 1100	1100-1300	1300-1500	1500-1800	Day Shift
1400-1700	1700-1900	1900-2100	0100-2300	2300-0200	Swing Shift
2200-0100	0100-0300	0300-0500	0500-0700	0700-1000	Mid-Shift

I have read Article 13 of the Collective Bargaining Agreement and agree to abide by the rules.

EMPLOYEE

DATE

RECEIPT ACKNOWLEDGEMENT:

SUPERVISOR

DATE

APPROVED/DISAPPROVED:

SUPERVISOR

DATE

Appendix B

MEMORANDUM OF AGREEMENT

The following constitutes an agreement between Seymour Johnson Air Force Base (Employer) and National Association of Independent, Local 7 (Union) regarding firefighter uniforms.

1. Firefighters will be provided uniform allowance and uniform items as follows:
 - a. Initial allowance: Civilian firefighters new to the Department of the Air Force will receive \$900; Current civilian Air Force firefighters new to Seymour Johnson Air Force Base will receive \$600.
 - b. Annual allowance: Firefighters will receive \$600 annually.
2. The agency will provide each firefighter with one full standard uniform, one work jacket and boots, as needed.
3. Either party may reopen this Agreement on the anniversary date by providing a minimum of 30 day written notice to the other party.

Original agreement signed by both parties on 20 May 2010.

Appendix C

MEMORANDUM OF AGREEMENT

The following constitutes an agreement between Seymour Johnson Air Force Base (Employer) and National Association of Independent, Local 7 (Union) regarding security police/guards.

1. Security police/ guards will be provided uniform allowance and uniform items as follows:
 - a. Initial allowance: Civilian security police/guards new to the Seymour Johnson Air Force Base will be provided by the Employer all initial uniform and equipment items.
 - b. Annual allowance: security police/guards will receive \$800 annually.
2. Either party may reopen this Agreement on the anniversary date by providing a minimum of 30 day written notice to the other party.

Original agreement signed by both parties on 14 November 2012.

Appendix D

MEMORANDUM OF AGREEMENT

The following constitutes an agreement between Seymour Johnson Air Force Base (Employer) and National Association of Independent, Local 7 (Union) regarding all personnel in Power Pro, Utilities, HVAC and Electric Shops.

Subject: CES - Personal Protective Equipment OI

1. 4 CES Instruction 14-5 requires that all personnel in Power Pro, Utilities, HVAC and Electric Shops adhere to the guidance as outlined in this operating instruction at all times.
2. Clothing Initial Issue:
 - a. Outer garments:
 - (1) Electric Shop personnel will be issued by the Employer four (4) sets of uniforms (Shirts and Pants) and one (1) jacket.
 - (2) Power Pro, Utilities, and HVAC personnel will be issued one coverall by the Employer.
 - b. Under Garments:
 - (1) The Employer will provide Power Pro, Utilities, HVAC and Electric Shop personnel a pro-rated clothing allowance for all under garments (underwear, tee-shirts, and socks).
 - (2) All under garments must meet the specifications as outlined in 4 CES Instruction 14-5.
3. Clothing Replacement:
 - a. Outer garments:
 - (1) Electric Shop personnel clothing will be replaced by the Employer on a one-for-one basis as needed due to normal wear and tear.
 - (2) Power Pro, Utilities, and HVAC coveralls will be replaced by the Employer on a one-for-one basis as needed due to normal wear and tear.
 - b. Under Garments - All personnel in Power Pro, Utilities, HVAC and Electric Shops will be paid an annual clothing allowance of \$50.00 by the Employer for their undergarments to be replenished.
 - c. Boots -All personnel in Power Pro, Utilities, HVAC and Electric Shops receive an annual allowance of \$100.00 by the Employer for safety boots replacements.
4. Original agreement signed by both parties on 23 February 2015.

APPENDIX E

**REQUEST FOR APPROVAL OF EXCUSED ABSENCE AND
MEMORANDUM OF UNDERSTANDING FOR PHYSICAL FITNESS ACTIVITIES**

EMPLOYEE:

I, _____, request approval of excused absence, not to exceed three (3) hours per week, for the sole purpose of participating in physical fitness activities.

I understand (employee must initial each line):

_____ I may only participate in physical fitness activities on base during any period of excused absence for such activities.

_____ My participation is subject to supervisory scheduling and approval.

_____ If my request is not approved or I cannot be released from work for physical fitness activities due to mission requirements, I may not challenge the decision unless the decision is arbitrary or capricious.

_____ My absences must be recorded on my time sheet with the appropriate code for excused absence (LN) along with the remark "Physical Fitness".

_____ That in order to enhance mission effectiveness, I must make every effort to improve my health and well being during any period of excused absence for the purpose of physical fitness.

_____ That this request must be accompanied by a doctor's statement certifying that physical fitness activities are permitted with any limiting conditions identified. I am responsible for any expenses required to obtain this certification.

_____ That should my ability to participate in physical fitness activities become limited in any manner, I will notify my supervisor immediately.

Employee Signature

Date

FIRST LEVEL SUPERVISOR:

_____ This employee is not on a temporary appointment of less than one year.

_____ Enhancement of mission accomplishment considered.

_____ Excused absence is approved/disapproved.

Supervisor's Signature

Date

In witness whereof, the parties have entered into this AGREEMENT on the _____Day of _____ 2015.

For The Employer:

For the Union:

Commander, 4th Fighter Wing

President, NAIL Local 7

Approved by the Department of Defense on 9 October 2015.

Memorandum of Agreement 2015-2

This memorandum of agreement is between Seymour Johnson Air Force Base, North Carolina, hereinafter referred to as the Employer, and the National Association of Independent Labor Local 7, hereinafter referred to as the Union, concerning Distribution of the Collective Bargaining Agreement.

1. All Bargaining Unit Employees will be provided an Electronic PDF file of the CBA. The employee, if they choose, will be allowed to print one copy in their work section. If the employee does not know how to print a copy, the supervisor will help them to do so.
2. The employer, with the unions approval, will provide all new employees an electronic PDF file of the Collective Bargaining Agreement(CBA) after they have in-processed through the Civilian Personnel Section and their SF-50 has processed granting them email capability.

Civilian Personnel Officer

President, NAIL Local 7

Memorandum of Agreement 2016-02

This memorandum of agreement is between Seymour Johnson Air Force Base, North Carolina, hereinafter referred to as the Employer, and the National Association of Independent Labor Local 7, hereinafter referred to as the Union, concerning Fire Fighter Uniform:

Fire-Fighters will be provided a uniform allowance and uniform items as follows:

1. Initial allowance for Civilian Fire-fighters new to the Department of the Air Force will receive \$900.
2. Initial allowance for Current civilian Air Force Fire-fighters new to Seymour Johnson Air Force Base will receive \$800.
3. The Employer will provide each Fire-fighter with one full standard uniform, one work jacket and boots, as needed.
4. Annual Fire-fighter allowance will be \$800.
5. The allowances as stated in this MOA will start in Fiscal Year 2017.

Either Party may reopen this Agreement on the anniversary date by providing a minimum of 30-day written notice to the other party.

Civilian Personnel Officer

President, NAIL Local 7

Memorandum of Agreement 2016-3

This Memorandum of Agreement (MOA) is between Seymour Johnson Air Force Base, North Carolina, hereinafter referred to as the Employer, and the National Association of Independent Labor Local 7, hereinafter referred to as the Union.

This MOA will cover the organizational needs within the 414th Maintenance Squadron when night time flying is required to meet mission needs.

1. Manning levels will be based on organizational needs of the 414th Maintenance Squadron in meeting the mission requirement of the night time flying schedule.
2. The notification to the union will establish the tour of duties (Shifts) the bargaining unit employees will be needed.
3. It is understood by all individuals that they are expected to adjust their schedules within the parameters of their selected Alternate Work Schedules (AWS) to meet the organizational needs when meeting the night time flying schedule.
4. The employer will monitor the night time flying schedule and will make adjustments as needed, without adverse effect upon the mission, to ensure minimum impact upon the bargaining unit employees.

Civilian Personnel Officer

Date

President, NAIL Local 7

Memorandum of Agreement 2017-1

This Memorandum of Agreement (MOA) supplements the current negotiated agreement between Seymour Johnson Air Force Base, North Carolina, hereinafter referred to as the Employer, and the National Association of Independent Labor Local 7, and hereinafter referred to as the Union, Dated 9 October 2015, concerning Article 57, Physical Fitness Activities.

Section 2: Addendum:

- C. Every two years, the Employee will provide a current Physical Fitness Release letter from a qualified medical doctor to their supervisor.
- D. When an Employee's ability to participate in physical activities become limited in any manner, the employee will inform the supervisor immediately and provide their supervisor with a new Physical Fitness Release letter from a qualified medical doctor as to the employee's limiting condition. Once the employee has been cleared of the limiting condition the employee will provide their supervisor with the doctor's statement releasing them from the limiting condition.
- E. If the employee has not utilized the Physical Fitness Activity (PFA) program for a period of six months, the employee will need to provide their supervisor a new Physical Fitness Release letter from a qualified medical doctor prior to resuming their PFA.
- F. Employees with Physical Fitness Release letters from a qualified medical doctor is older than 2 years old, the employee will be given 6 months from the date of DOD approval to get a current doctors statement.
- G. A signed copy of the Physical Fitness Release letter will be given to the employee with the original being maintained in the Supervisors Employees work Folder (971).
- H. Employees will resubmit their PFA request form when one of the conditions, as stipulated above in this MOA, to include as in Article 57 Section 2.

Section 8: Employees performing PFA at the beginning of their duty day/shift must report to their duty section before leaving to utilize their PFA period. Employees who perform PFA at the end of their duty day/shift do not have to report back into their duty sections afterwards. This replaces the original Article 57 section 8 in the Negotiated Agreement between Seymour Johnson Air Force Base and NAIL Local 7, dated 9 October 2015.

Section 11: Article 57 will remain in full force and effect, except for the changes as outlined by this MOA.

Civilian Personnel Officer

President, NAIL Local 7