

ACADEMY - AFGE BARGAINING UNIT CONTRACT



August 1994

USAF Academy + AFGE, Local 1867

TABLE OF CONTENTS

	PAGE
Article 1 - Memorandum of Agreement	1
A. Exclusive Recognition	
B. Governing Laws & Regulations	
Article 2 - Composition of the Unit	2
A. Definition	
B. Changes	
Article 3 - Employee Rights and Responsibilities	3
A. Policy	
B. Purpose of Agreement	
C. Participation	
D. Representation	
E. Membership	
F. Using Nearest Steward!	
Obtaining Permission to Leave	
G. Procedures	
H. Respect and Dignity	
I. Private Matters	
J. Confidentiality, Privacy & Recordings	
K. Right to Representation During Investigatory	
Interviews (Weingarten Right)	
Article 4 - Management Rights	6
A. Prohibited Topics	
B. Permissive Topics	
C. Mandatory Topics	
D. Meeting with Employee	
Article 5 - Union Rights and Responsibilities	8
A. Internal Union Business	
B. Formal Discussion	
C. Number and Location of Stewards	
D. Steward Training Program	
E. Union Representation during Grievance	
F. Union Sponsored Training	
G. Meetings	
Article 6 - Official Time	11
A. Union President	
B. Official Time	
C. Procedures	

Article 7 -	Union Affairs	14
	A. Meeting Rooms	
	B. Telephone Directory	
	C. New Employee Orientation	
	D. Employee List	
	E. Publicity	
	F. Office Facilities	
Article 8 -	Language Barriers	
	16	
Article 9 -	Relation Between Management, Union and Employees	
	A. Personal Discussions	17
	B. Meetings	
	C. Standards of Good Conduct	
	D. Periodic Labor-Management Relations Meetings	
	E. Partnership Council	
Article 10 -	Basic Workweek and Shifts	18
	A. Hours of Work	
	B. Seniority	
	C. Lunch Periods	
	D. Rest Periods	
	E. Reporting Ready to Work	
	F. Alternate Work Schedules	
Article 11 -	Change in Work Sites	21
Article 12 -	Cleanup Policy (Personal Hygiene)	22
Article 13 -	Overtime and Holiday Work	23
	A. Overtime Definition	
	B. Assignment of Work	
	C. Mandatory Overtime	
	D. Log	
	E. Rest Periods	
	F. Pay	
	G. Holiday Work	
	H. Compensation Time	
Article 14 -	Leave Without Pay	25
	A. General	
	B. Procedures - Transfer Head of Household	
	C. Procedures - Other	
	D. Impact on Benefits	
Article 15 -	Sick Leave	27
	A. Use of	

	B. Procedures for Requesting	
	C. Medical Documentation	
	D. Abuse	
	E. Requesting Advance Sick Leave	
	F. Reasonable Accommodation	
	G. Definition of Terms	
	H. Changes - Family Friendly Leave Act	
	I. Other Changes	
	J. Supplemental Guidelines	
Article 16 -	Annual Leave	32
	A. General	
	B. Use in Emergency Situations	
	C. Conditions Limiting Leave	
	D. Procedures for Scheduling	
	E. Absences for Brief Periods or Tardiness	
	F. Advance Annual Leave	
	G. Safeguard for Disciplinary Action	
Article 17 -	Supervisors Employee Brief (AF Form 971)	34
	A. General	
	B. Documenting the AF Form 971	
	C. Deleting Records	
	D. Disposition	
	E. PC-III	
Article 18 -	Performance Management	36
	A. Elements and Standards	
	B. Performance Feedback	
	C. Unidentified Performance Problems	
	D. Change in Rating Officials	
Article 19 -	Alternative Dispute Resolution (ADR)	38
	A. Definition	
	B. Official Time	
	C. Union's Role	
	D. Mediation	
Article 20 -	Total Quality Management/Quality Air Force	39
	A. Confidence and Trust	
	B. Cooperation and Exclusive Representation	
	C. Union Rights	
	D. Employee Participation	
	E. Performance Ratings	
	F. Training for Union Representatives	
	G. Official Time	
	H. Awards	
	I. Documents and Representation	
	J. Process Team	
	K. Safety	

Article 21	-	Training and Licensing	42
		A. Training	
		B. Licensing	
		C. Miscellaneous	
Article 22	-	Position Classification	43
Article 23	-	Reduction in Force (RIF)	44
		A. Responsibilities	
		B. Budget Driven RIF	
		C. Filling of Jobs	
Article 24	-	Contracting Out	45
		A. A-76	
		B. Employees	
Article	25	- Shutdown of Equipment .or Facilities	46
Article	26	- Safety	47
		A. Implementation and Support	
		B. Occupational Safety and Health Council	
		C. Employee Compliance	
		D. Safety Checks	
		E. Protective Equipment	
		F. Immunizations	
		G. Incident Reporting	
		H. Hazard Reporting	
		I. Training	
		J. Asbestos and Hazardous Materials	
		K. New Equipment or Machinery	
Article 27	-	Environmental and Hazard Pay	51
		A. Environmental Differential Pay	
		B. Hazard Differential Pay	
		C. Disputed Claims	
		D. Discontinuance	
		E. Emergency Situations	
Article 28	-	Medical Attention for Civilian Employees	53
Article 29	-	Equal Employment Opportunity	55
		A. EEO Program	
		B. Representation	
		C. Official Time	
		D. Committee and Subcommittee	
		E. Right to Appeal	
		F. Accommodation	
		G. Under Representation	

Article 30 -	Fund Drives	57
Article 31 -	Suggestion Program	58
Article 32 -	Pre-Retirement Counseling Conference	59
Article 33 -	Substance Abuse	60
	A. General	
	B. Training and Counseling	
	C. Union Support	
	D. Random Drug Testing	
Article 34 -	Automated Personnel Record Systems	61
	A. Procedures	
	B. Dispute Resolution	
Article 35 -	Parking	62
	A. General	
	B. Negotiability	
Article 36 -	Employee Debts and Summons	63
	A. Debts	
	B. Pay Garnishment Law Changes	
	C. Summons	
	D. Counseling	
Article 37 -	Leave and Earnings Statement	65
Article 38 -	Dues Deduction	66
	A. Agreement	
	B. Administration	
Article 39 -	Disciplinary Actions	68
	A. Just Cause	
	B. Deleting Entries	
	C. Procedures	
	D. Informal Resolution Process	
	E. Oral Admonishment	
	F. Written Reprimand	
	G. Suspension and Removal	
	H. Mitigation	
	I. Exceptions and Notice Periods	
	J. Written Notice	
	K. Management Consideration	
	L. Guide to Disciplinary Actions	
Article 40 -	Negotiated Grievance Procedures	73

		A. Introduction	
		B. Questions Regarding Whether the Matter is a Grievance	
		C. Exclusion	
		D. Grievance vs. Statutory Procedures	
		E. General Provisions	
		F. Procedural Steps	
		G. Arbitration	
		H. Expedited Grievance/Arbitration Process	
Article 41	-	Other Excused Absences	83
		A. Family and Medical Leave Act	
		B. Emergency Rescue or Protective Work	
		C. Voting or Voting Registration	
		D. Blood and Organ Donations	
		E. Court Leave	
		F. Military Leave	
		G. Administrative Dismissal	
		H. Voluntary Leave Sharing Program	
Article 42	-	Firefighters	86
		A. Tour of Duty	
		B. Early Retirement	
		C. Trading Time	
		D. Clothing	
		E. Training	
		F. Physical Exercise Program	
		G. Physical Exams	
Article 43	-	Performance Recognition and Awards	88
		A. Awards	
		B. List of Awards	
		C. Exclusion	
Article 44	-	Distribution of the Agreement	90
		A. Distribution	
		B. Printing and Costs	
Article 45	-	Duration and Effective Date of Agreement	91
		A. Duration	
		B. Renegotiation, Renewal, and Midterm Changes	
		C. Changes in Law or Regulation	
Article 46	-	On Call Procedures	92
		A. Introduction	
		B. Status	
		C. Miscellaneous	

Article 47	-	Smoking Policy	94
Article 48	-	Negotiating Procedures on Changing Conditions of Employment	95
		A. Management's Notice	
		B. Union's Response and Joint Information Exchange	
		C. Union's Negotiating Proposal	
		D. Negotiating Sessions	
		E. Official Time	
Article 49	-	Report of Survey	96
Article 50	-	Direct Deposit	97
		A. Condition of Employment	
		B. Notice	
		C. Procedures	
		D. Grandfathering	
		E. Waiver	
		F. Grievances	
Article 51	-	Exercise Time	98
		A. Desired Outcomes	
		B. Voluntary Duty Time Program	
		D. Employee and Supervisory Responsibilities	
Article 52	-	Employee Assistance program (EAP)	99
		A. Purpose	
		B. Referral and Appointments	
		C. EAP Council	
		D. Leave	
		E. Confidentiality	
		F. Training	
Article	53	-	Merit Promotion 100
		A. Introduction	
		B. Responsibilities	
		C. Exceptions to Competitive Process	
		D. Temporary Placements	
		1. Details	
		2. Temporary Promotions	
		E. Competitive Procedures	
		F. Promotion and Placement Referral System	
		G. Certifying Eligible Candidates and Selection from Certificates	
		H. Keeping Employees Informed	

- I. Manual or Non-PPRS Processing
- J. Informal Dispute Resolutions
- K. Safeguarding Promotion Records

Table 1. Application of the Competitive Process	114
Guide to Disciplinary Actions	117
Article 54 - Date of Memorandum of Agreement	123

ARTICLE 1 - MEMORANDUM OF AGREEMENT

Section A, Exclusive Recognition. This Memorandum of Agreement is executed pursuant to the exclusive recognition for appropriated funds and tenant units (DODMERB and FJSRL) granted American Federation of Government Employees, AFL-CIO, Local #1867, hereafter referred to as the Union, by the United States Air Force Academy, Colorado, hereafter referred to as the Employer.

Section B, Governing Laws and Regulations. In the administration of all matters covered by this agreement, the parties are governed by applicable laws and government regulations. Where an agency regulation and provisions of this agreement conflict, the provisions of this Agreement shall control until a mutual agreement has been reached. By virtue of this Agreement, employees do not waive any right they have under law, unless specifically so stated herein and waived in writing by the employee. Likewise, employees are not precluded by this Agreement from and waived in writing by the employee retaining local counsel unless the law itself specifically imposes such a preclusion.

ARTICLE 2 - COMPOSITION OF THE UNIT

Section A, Definition. The unit to which this Agreement is applicable is composed of all eligible employees paid from appropriated funds by the United States Air Force Academy, excluding all employees from DPS, DECA, NAP, Band, OSI management officials, supervisors, employees engaged in Civilian Personnel work other than those in a purely clerical capacity, professional employees, and employees serving in temporary time limited appointments. The Union accepts the responsibility for and agrees to represent in good faith the interests of all eligible employees in the unit without discrimination and without regard to membership in the Union. It is understood by the parties that the Union is not obligated to represent non-members in any statutory appeal or proposed disciplinary action.

Section B, Changes. Any subsequent clarifications or amendments to the bargaining unit or unit description shall be considered to be incorporated into this article on the date of issuance by the Federal Labor Relations Authority.

ARTICLE 3 - EMPLOYEE RIGHTS & RESPONSIBILITIES

Section A, Policy. The parties to this Agreement recognize that under Chapter 71 of Title 5, United States Code, the right of employees to organize, bargain collectively, and participate through the Union in decisions which affect them:

1. Safeguards the public interest
2. Contributes to the effective conduct of public business
3. Facilitates and encourages amicable settlements of disputes between employees and the Employer involving conditions of employment; and the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the government; and, labor organizations and collective bargaining are in the public interest.

Section B, Purpose of Agreement. It is the purpose of this Agreement to prescribe certain rights and obligations of the employees of the Federal Government and to establish procedures which are designed to meet special requirements and needs of the Government.

Section C, Participation. The parties of this Agreement further recognize that each employee shall have the right to form, join, or assist any Labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided, such right includes the right:

1. To act for a Labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the government, the Congress, or other appropriate authorities, and
2. To engage in collective bargaining with respect to conditions of employment as applicable through the Union.

Section D, Representation. Bargaining unit employees, regardless of Union membership, have the right to bring matters of personal concern to the attention of appropriate officials with or without representation of their own choice except as provided for below. It is further recognized that employees, if they so desire, shall have the right to file and process grievances on their own without the assistance of the Union. However, only the Union can decide whether or not a grievance proceeds to arbitration and only the Union can select a

representative for an employee in the grievance process. Those matters or concerns which fall within the coverage of the Negotiated Grievance Procedure may be presented as grievances under the provisions of the Negotiated Grievance Procedure. In matters which are covered by the Negotiated Grievance Procedure, only the Union will be authorized to represent the employee. Management or supervisors should offer the Union the opportunity to attend interviews with employees conducted in preparation for third party hearings.

Note: “Employees” are bargaining unit employees, not managers or supervisors.

Section H, Membership. Nothing in the Agreement shall require an employee to become or to remain a member of a Labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. In an atmosphere of mutual respect, all employees shall be treated by union fairly and equitably, and without discrimination in all aspects of Personnel Management, without improper regard to political affiliation, marital status, union activity, race, color, religion, national origin, sex, age or handicapping condition, and with proper regard and protection of their privacy and constitutional rights.

Section F, Using Nearest Steward and Obtaining Permission to Leave. If an employee desires Union representation or assistance on Official Time in matters other than processing a grievance, a Steward from the same geographical area must be utilized, if available. If a Steward is not available, follow procedures set in Article 5, Section C. Employees must obtain permission from their immediate supervisors or designees prior to leaving their work sites for any reason including meeting with a Union representative.

Section G, Procedures. Before contacting an employee, a Union representative will contact the employee's supervisor or alternate for approval. The supervisor or alternate may permit the representative and employee to confer without interference if the work situation permits. If unable to meet immediately, the supervisor will permit the representative and employee to confer within 24 hours, if at all possible. The supervisor and representative will arrange a time mutually agreed upon for the meeting.

Section H, Respect and Dignity. Employees individually and collectively have the right to expect and seek conditions of employment which promote and sustain human dignity and self-respect. Harassment or reprisal for exercising any right under law, regulation or this contract, or serving as a witness or participant in any proceeding arising from the exercise of such right, is a violation of this contract.

Section I, Private Matters. Employees have the right to direct and pursue their private lives and personal beliefs without interference by the employer so long as such activities do not

conflict with the job.

Section J, Confidentiality, Privacy and Recordings. When supervisors or management officials have personal discussions with employees regarding their conduct or performance, such discussions will be regarded as confidential and held in a private location. Instructions and counseling will be given in a reasonable and constructive manner. ~~Further, no electronic recording of any conversation between a unit employee and a Management official or supervisor may be made without all parties' consent. Information obtained in conflict with this section will not be used as evidence against an employee.~~

Section K, Right to Representation During Investigatory Interviews (Weingarten Right): A union officer or steward for AFGE, Local 1867 (the bargaining unit), shall be given the opportunity to be present at any examination of a bargaining unit employee by a management representative in connection with an investigation if (1) the employee reasonably believes that the examination may result in disciplinary action against him/her, and (2) he/she requests representation. If the employee requests representation, the management official may cancel the meeting and proceed with the investigation without interviewing the employee, or postpone the meeting, usually not to exceed two (2) work days, until a union representative is present. Prior to questioning an employee on any matter which could lead to disciplinary, management will make every effort to answer questions regarding employee's rights to be represented by Union. However, the employee retains the ultimate responsibility for asking for union representation.

ARTICLE 4 - MANAGEMENT RIGHTS

Section A, Prohibited Topics. Nothing in this Agreement shall affect the authority of any management official of any agency:

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

Whenever the Employer alleges that the duty to bargain does not extend to a particular matter presented by the Union, the Employer shall furnish the Union with a written declaration to that effect, citing applicable laws and regulations.

Section B, Permissive Topics. ~~Consistent with Executive Order 12871,~~ nothing in this Agreement shall preclude the Employer and Union from negotiating on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods and means of performing work.

Note: Executive Order 12871 has been rescinded.

Section C, Mandatory Topics. Nothing in this Agreement shall preclude the Employer and Union from negotiating:

1. Procedures which management officials will observe in exercising any authority under this article, or
2. Appropriate arrangements for employees adversely affected by the exercise of any authority under this article by such management officials.

Section D, Meetings with Employees. Meetings between supervisors and employees which are not investigatory interviews (see Article 3) or formal meetings (see Article 5) do not require Union representation. Examples include routine conversations, performance counseling, giving an oral admonishment, and delivery of a disciplinary action.

Page 7 Is Blank

ARTICLE 5 - UNION RIGHTS AND RESPONSIBILITIES

Section A, Internal Union Business. Internal Union business such as soliciting membership, collecting dues, electing officers, attending Union meetings, and posting and distributing literature will not be conducted during the duty hours of the employees involved. The Union agrees to assume full and sole responsibility for it's posted material, in terms of accuracy and adherence to ethical standards. Literature to be posted, except for Union meeting notices and steward lists, will be signed and dated by a Union representative and presented to DPC for approval at least 48 hours (excluding Saturdays, Sundays and holidays) prior to posting. AFGE literature may be obtained during off duty hours from any Union representative.

Section B, Formal Discussion. A representative of the Union has the right to be present 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 general condition of employment.

Section C, Number and Location of Stewards. The Union retains it's right to designate it's representatives without interference. The effective use of stewards and a reasonable distribution of their Union workload enhances a sound Union-Management relationship and contributes to the efficiency of activity operations. The Union agrees that stewards appointed will be drawn from the geographical area designated to be served. If that steward is not available, the Union will assign a steward, normally from the same geographic area. The Employer will determine if the requested steward is available based upon the Employer's ability to release the steward from work within a reasonable amount of time. The Union will advise the Employer in writing and maintain on a current basis a list of the appointed officials and stewards, and each person's work telephone number and the name of his or her immediate supervisor. Only officials, stewards and steward trainees who are duly appointed and listed will be recognized by the Employer. The list will be updated and furnished to the Employer who will publish a list of those representatives--the presidents, stewards and steward trainees--who represent the employees in grievances, meetings, and discussions.

Section D, Union's Steward Training Program. The Union will provide a training program for all stewards on the provisions of the contract and the procedures they will follow in carrying out their responsibilities. Union designation of a duly appointed steward assures that the steward will receive the Union's Steward Training Program. The Union may assign two stewards on official time to a case (grievance, reply, etc.) under the following circumstances. Each new steward may double a more experienced steward on up to two cases for training

purposes. If one or both of the two cases (equivalent to Step 1, 2, & 3) assigned as the training case for a new steward are resolved at the First Step of the Negotiated Grievance Procedure, the new steward (steward trainee) will be allowed to participate in a third case in an attempt to insure the trainee is given sufficient training. There won't be more than two stewards assigned to any particular case. The Union (or a steward) will clearly inform the management official which one of the Union representatives management should deal with, and that the other union representative will be only an observer.

Section E, Union Representation during Grievance. When an employee desires Union representation in accordance with 5 U.S.C. 71, the following guidelines will apply:

1. When the employee requests to use Union representation concerning a grievance or reply to a notice of proposed action, a steward within the same geographical area will be utilized, if available (See Section C). The Employer will determine if the requested steward is available based upon the Employer's ability to release the steward from work within a reasonable amount of time. The employee and representative will make an effort to use a private office or other room within the employee's organization, unless such a room is not available, nor private enough, in which case the employee's supervisor may permit the employee to meet with the Union representative in the Union office.

2. The Union representative assisting the employee in preparing the initial grievance need not necessarily be designated as the employee's representative in any subsequent meeting. Employees will normally use the same representative throughout the grievance steps.

3. The steward or Union official shall attempt to resolve problems with the immediate supervisor before the problem is presented at a higher level.

Section F, Union Sponsored Training. Employees who are officials or stewards of the Union may be excused without charge to leave for the purpose of attending Union sponsored training sessions, including the Steward Trainee Program, provided the subject matter and topics of such training are of mutual benefit to the Employer and the Union. The total number of hours per calendar year which may be used for this purpose shall not exceed 400 hours, provided the employees would otherwise be in a duty status. Additional time beyond 400 hours will be allowed if mutually agreed to by the parties. Local training will be conducted in 2-hour to 8-hour segments at the time and place agreed upon by the Employer and the Union. The training will be conducted by Union sources. Requests for training will be submitted to the LRO in Civilian Personnel for consideration by the Employer normally 30 days or more in advance of the training for 8 hours or more. Official

time for shorter segments will be requested as far in advance as reasonably possible. Requests will include an agenda substantiating that the training subject matter and topics are of mutual benefit to the Employer and Union and will also include a list of employees selected for the training. The Employer will expeditiously notify the Union as to the Employer's decision. The Civilian Personnel Office will inform the supervisors involved of those selected for the training and request that the supervisors involved make the employees available. Denial will be only for just cause, such as serious mission impact. Upon completion of the training, each employee will provide to their supervisor written validation of completion of the training.

Section G, Meetings. Officially arranged meetings between the Union and Employer will normally be conducted during regular working hours on official time. If the Union and Employer agree that a meeting requires attendance by a steward whose duty hours are outside the meeting time, and the steward is otherwise scheduled to work that day, the supervisor will adjust the steward's duty hours so he or she may attend the meeting on official time, unless doing so would likely have a adverse impact on the organization mission. Supervisors and stewards will meet on an as needed basis on issues concerning the implementation of this Agreement and other related matters in their work areas.

ARTICLE 6 - OFFICIAL TIME

Section A, Union President. The parties agree that the Union's President will be allowed one hundred percent (100%) official time to perform the representational activities. Once the Union President ceases to hold such office, he/she will be placed in the series, grade, and pay and work location that he/she would have held if he/she had not served in the offices. While serving in that office, he/she shall be treated for all purposes as being on official time, including entitlements to leave, step increases, etc. The procedures in Section C of this article are waived for the President.

The Employer and Union will determine procedures for time accountability and reporting. Union time spent for DPAS, DFAS, DECA, Peterson AFB, Falcon, NORAD or any other appropriated activity not belonging to USAFA and for any NAF activity is to be accomplished either while in leave status or reimbursable basis from the respective organizations. The Union may transfer the full-time official presidential time to another elected officer of this bargaining unit in 7 to 30 days blocks of time, with at least a 30 day notice, subject to the Employer being able to release the designee from official duties.

Section B, Official Time. Steward Trainees receive official time under Article 5. Upon request, a reasonable amount of time may be allowed to Union President, First Vice President, Second Vice President, and stewards, provided they are otherwise in a duty status, to accomplish the duties listed below, but are not limited to:

1. To serve as the representative of bargaining unit employees in the preparation and presentation of grievances, complaints and appeals or answering a proposed disciplinary or adverse action.
2. To attend officially arranged meetings at reasonable times with supervisors or management officials.
3. To prepare or present a Union grievance.
4. To serve as the Union's representative or technical advisor in an arbitration or statutory hearing, Merit Systems Protection Board proceedings, Proposed Actions, EEO proceedings, worker's compensation, unemployment compensation proceedings, or court proceedings initiated to protect or enforce Union or employee's rights.
5. To act in the capacity of an official Union observer in adverse action hearings or at the adjustment of employee grievances in which the Union is not designated as employee representative, where such observer is permitted under applicable law.

6. To serve on committees of the Employer as may be authorized under this Agreement.

7. To serve as an agent of the Employer while participating as a data collector in a wage survey.

8. To serve as an employee's representative in an injury compensation claim or in a matter covered by a statutory appeal procedure as authorized by applicable regulations or this Agreement.

9. To negotiate.

10. Provide information to official investigators in connection with the inquiry of a grievance or unfair labor practice charge.

11. Serve as a witness or advisor in a grievance or arbitration hearing.

12. In the case where any Union representative does not perform enough work to be appraised thereon, he or she will receive a presumptive appraisal which will be identical to his or her last annual appraisal. Appraise for time on job and duties assigned and performed. If work not observed/not appraised.

13. If training funds are available and the Agency agrees to train union representatives individual will receive travel and per diem will be paid in accordance with law and regulation.

14. Other activities/actions mutually agreed upon.

Section C, Procedures. The following procedures will apply when Union officers, stewards, and employees request and use official time in regard to this Agreement:

1. Union Officers and Stewards. Union officers and stewards will obtain permission to use official time from their immediate supervisor/designee before leaving their assigned duties for the purpose of performing any of the duties listed above. The request will include the proposed time of departure, the estimated time of return, the purpose of the request, the type of representation (individual or Union), and where the Union representative may be reached. Upon completion of the task giving rise to the use of official time, officers and stewards will return to their respective work sites and report to their immediate supervisor or lowest level supervisor available. The supervisor will monitor and record the official time. Officers and stewards will guard against the excessive use of time in performing duties considered appropriate by the Agreement.

2. **Employees.** Employees not performing functions under Section B of this article will obtain permission to use official time from their immediate supervisor/designee before leaving their assigned duties for the purpose of contacting their Union representative. The request will include the proposed time of departure, estimated time of return, and where the employee may be reached. Upon completion of the task giving rise to the use of official time, employees will return to their respective work sites and report to their immediate supervisor or lowest level supervisor available.

3. **Supervisors.** The supervisors will grant official time under this Article to employees or union representatives when the official time is requested unless the use of official time is precluded by compelling work related reasons that are essential to the mission of the Agency. If permission is denied, the employee or union representative will be provided with an explanation and alternative time to be excused (normally encouraged within 48 hours). If use of official time requires contacting another employee not in the same work area, arrangements will first be made for an appointment through the other employee's supervisor.

ARTICLE 7 - UNION AFFAIRS

Section A, Meeting Rooms. The employer agrees that the Union may use available conference rooms or other suitable areas on the United States Air Force Academy site for the purpose of holding meetings; the Union agrees that such facilities shall be used only during normal non-duty hours. The employer's representative shall arrange for use of the rooms or areas with the appropriate management official. The Union agrees to accept responsibility for due care of equipment and facilities and to be financially responsible for any damage. The Union shall be responsible for restoring the meeting room to the same condition as existed prior to Union use.

Section B, Telephone Directory. The employer will list the telephone number of the Union office and Union President in the official telephone directory. Two copies of the telephone directory will be furnished the Union.

Section C, New Employee Orientation. The employer agrees to inform new employees at Civilian Personnel orientation sessions that Local 1867, American Federation of Government Employees is the exclusively recognized employee organization representing bargaining unit employees as defined in Article 2, and that they have the right to join or to refrain from joining the organization without reprisal or penalties. The employer will authorize a Union furnished fact sheet which (1) will include a current list of the names, organizational addresses, telephone numbers and area assignments of Union officers and stewards; (2) will inform new bargaining unit employees of the obligations and responsibilities of the Union under Chapter 71 of Title 5, USC; (3) and explain how to contact a Union official or steward. The Union will be afforded the opportunity to be present during the Civilian Personnel orientation session to explain the purpose of the Union and answer questions from new employees concerning the Union's role. The Union office will be notified two weeks prior to the orientation session as to date and location and scheduled time for this portion.

Section D, Employee List. The employer agrees to furnish the Union at no cost, a listing of all employees in the bargaining unit at least once a year, which will contain the name, grade, work phone number and organization unit of all the employees.

Section B, Publicity. Information for bargaining unit employees which has been mutually agreed to by the Labor Relations Officer and Union President may be publicized on the electronic signs at the entrances to the Academy.

Section F, Office Facilities for the Union

1. The Union will be provided bulletin board space in each building with civilian employees working. The space, building and location will be negotiated per individual building.

2. AFGE (the Union) shall retain the use of its office, building 9020) and the equipment furnished with it. Space and utilities shall be provided at no cost to the Union. In the event it is necessary to relocate the Union office, the Union will be immediately provided equivalent space and equipment on the Academy premises. The Union Executive Board will approve or disapprove such space and equipment.

a. The Union office shall be equipped with rest rooms, a water cooler and sufficient electrical access for a computer, copier and typewriter along with incidental appliances and office equipment.

b. The Employer will supply signs in front of the Union building.

c. The Union will be given official parking spaces not more than 50 feet from its office.

d. The Agency will provide janitorial service, for upper floor of Building 9020.

~~3. The Union shall determine smoking restrictions for Building 9020.~~

Note: Smoking inside government buildings is prohibited by Executive Order 13058 (1977), which has the force of law, and cannot be allowed for any offices which are located within a federal building.

4. The Union shall be provided furniture in good repair.

5. The Union shall be provided four class A telephone lines. The Union shall also be furnished with unlimited access to long distance telephone service for representational business, at no cost to the Union.

ARTICLE 8 - LANGUAGE BARRIER

This article applies only to disciplinary measures. If a language barrier exists between an employee and the first level supervisor, a translator will be permitted to be present. The job of such an interpreter is restricted to translation from one language to another.

ARTICLE 9 - RELATION BETWEEN MANAGEMENT, UNION AND EMPLOYEES

Section A, Personal Discussions. Management officials, supervisors and employees will use language in dealing with each other that will insure the dignity of each individual. When supervisors have personal discussions with employees, privacy will be ensured. Such meetings will be on a one-to-one basis, except when personnel who have special expertise are requested and are mutually agreed to.

Section B, Meetings. Officially arranged meetings between the Union and Employer will normally be conducted during regular working hours. Management officials/supervisors and Union officials/stewards will meet on an as needed basis on issues concerning the implementation of this Agreement and other related matters in their work areas.

Section C, Standards of Good Conduct. Union officers and stewards will, in the conduct of their Union duties, adhere to reasonable standards of good conduct. Management officials and supervisors will adhere to reasonable standards of good conduct in dealing with Union officials.

Section D, Periodic Labor-Management Relations Meetings. Representatives of the Union and the Employer shall meet monthly or upon mutual agreement, with respect to personnel policies and practices and matters affecting working conditions in accordance with ground rules mutually acceptable to both parties.

Section E, Partnership Council. Both parties agree to establish and maintain a Labor-Management Partnership Council committed to improving the operation of the USAF Academy. The Council will be composed of five (5) management and (5) labor representatives. The Council will be chaired by the Vice Superintendent and will meet quarterly. The Council members will strive to create and support a system which provides high quality service to the public while removing barriers to enhanced productivity, flexible work processes, improved working conditions, and continuous quality improvement. The Council will provide for the integration of all interests (i.e., employees, Union, management and the public) with regard to work place issues. The Council will work to ensure open communications, mutual respect, and trust among all employees and identify problems and craft solutions to better serve the customer and the mission. The parties agree to bargain issues in good faith, using interest-based bargaining, over any workplace issues with the objective of reaching an agreement which integrates the interests of the stakeholders.

ARTICLE 10 - BASIC WORKWEEK AND SHIFTS

Section A, Hours of Work.

1. The administrative workweek shall be seven consecutive days, Sunday through Saturday, 0001 Sunday to 2400 the following Saturday. The regular tour of duty normally consists five eight-hour days followed by two consecutive days off. It is understood that individual functional elements do have rotating or fixed tours of duty or work shifts. A change in policy (temporary or permanent) to rotate or not rotate an individual's tour of duty or shift will be based upon the Employer's needs. The Employer will notify the Union, in writing, prior to implementation of the changes and prior to notifying the employee. Employer will give the employee notice of a shift or tour of duty change, at least seven calendar days before the effective date of the change unless shorter notice is necessary to prevent the agency from being handicapped in the exercise of it's functions or to forestall a substantial increase in operational costs.

2. It is understood that motor coach operation and snow removal operation inherently require short-notice shift/tour of duty change to perform the mission.

3. Deviations not to exceed 30 minutes in an employee's beginning and ending hours of work may be approved at the discretion of the Employer. Such deviations are based on the employee's individual request. The Union will be provided notice and opportunity to bargain on the impact on other employees.

Section B, Seniority. When seniority is used as a basis for shift assignment, seniority will be based on service computation date (SCD-RIF).

Section C, Lunch Periods. Lunch periods will normally be scheduled not less than three hours nor more than five hours after the start of the work day. The Employer retains the discretion to deviate the time and/or length of lunch periods to accommodate required staffing so long as the resulting lunch period is not less than 30 minutes nor more than one hour (unless a longer lunch period is part of an approved Alternative Work Schedule). In round-the-clock operations requiring three 8 hour tours, a 20 minute on-the-job lunch period will be authorized at the discretion of the Employer; work in addition to the B hour period will be considered overtime.

Section D, Rest Periods. Short rest periods not exceeding 15 minutes during each four hours of continuous work (including overtime periods), will be granted when the Employer believes they will be of benefit to the service. Criteria to be followed in determining justification for granting rest periods are:

1. Protection of employee's health by relief from hazardous work or work which requires continual or considerable physical exercise.

2. Reduction of accident rate by removal of the fatigue potential.

3. Work in confined spaced or in areas where normal personal activities are restricted.

4. Possible increase in, or maintenance of, high quality or quantity production attributed to the rest period.

The Employer may authorize a designated rest period or a non-designated rest period but not both. A non-designated rest period allows employees to have refreshments at their work site while working. A designated rest period allows an employee up to 15 minutes, including travel time, and may be taken away from the work site. Break periods may be taken in 5 minute or 7 1/2 minute intervals, if negotiated for a specific work environment. If the work load temporarily precludes the employee from taking their rest period at the designated time, rest periods will be rescheduled as determined by the Employer. Rest periods are paid time and may not be accumulated, nor may they be taken as an extension of the lunch period or at the beginning or end of the duty day.

Section E, Reporting Ready to Work. It is understood that employees should be ready and able to begin work at the assigned reporting time. If the employee is required to change clothes at the work site, a reasonable amount of time will be provided.

Section F, Alternative Work Schedules. Formal proposals for Alternative Work Schedules may be submitted by either party at anytime for either an individual or a group of employees. Examples include the 5-4-9 Plan (8 9-hour days and 1 8-hour day in each 2-week period), Flexitour (a core time with flexible time at the beginning and ending of the day), and four day work weeks. The Employer and Union will begin negotiation within 30 days of the submission of the proposal. Agreements will be written (both tests and final plans). Both parties may agree

to a 6 month test period during which either party may request negotiations over concerns.

ARTICLE 11 - CHANGE IN WORK SITES

In order to operate more efficiently, the Employer may require changes in work sites either on a permanent basis or temporary basis. Before implementing such a determination, the Employer will first notify Union (verbally or in writing) and, if needed, set up an appointment to discuss with the Union the change in work sites. If the change is temporary, the appropriate supervisor will make arrangements for parking within a reasonable distance of the work site. If the change is permanent, the Employer will, upon request, meet and confer with the Union Representative. Negotiations/discussions will concern the impact of the change (cleanup, car pooling, parking, etc.). The Union will provide written approval for implementation.

ARTICLE 12 - CLEANUP POLICY (PERSONAL HYGIENE)

If working conditions necessitate, the Employer will provide a reasonable amount of time, consistent with the nature of work performed, for employees to personally clean up prior to the lunch period and at the end of the duty day. The Employer and Union agree that employees shall use good judgment in the exercise of the use of cleanup time. The time for taking cleanup time will be established by the supervisor. The Union will be given the opportunity to negotiate over changes in cleanup policy prior to implementation. Employees will observe reasonable personal hygiene (cleanliness) standards during duty hours. It is understood that cleanup time is paid time. The allotted time will be used explicitly for personal cleanup. When the Employer determines certain occupations require the use of showers or other cleaning facilities, employees will utilize the assigned facilities.

ARTICLE 13 - OVERTIME AND HOLIDAY WORK

Section A, Overtime Definition. Authorized time worked in excess of eight (8) hours in a day or forty (40) hours in a week is defined as overtime unless the Employer is on an alternate work schedule.

Section B, Assignment of Work. Overtime assignments will be distributed and rotated as equitably as possible among qualified employees in accordance with their particular skills. Overtime, when required, will normally be assigned to employees for performing work in their own skill and in their assigned organization. Qualified employees will be allowed to volunteer for first consideration. Employees who decline an overtime assignment will be treated as if they had accepted the overtime for rotation purposes, except when overtime must be directed. After going through the rotation and employees initially decline the overtime assignment, the supervisor will direct available employees to work the required overtime according to reverse service computation date (most junior first). Directed overtime work is a right of the employer and is not voluntary. Employees will be considered for excusal from overtime if the overtime would adversely affect the health or safety of the employee. Overtime shall not be assigned as a reward or penalty. Supervisors should normally require fewer than twenty hours of overtime in any one pay period for any individual employee.

Section C, Mandatory Overtime. Mandatory overtime will not be imposed if there are enough qualified volunteers to staff the job. If mandatory overtime is imposed, employees will be provided with as much advance notice as possible. Any employee designated to work overtime on days outside his/her basic workweek will be notified a week in advance, except in cases of unforeseeable emergency situations or extenuating circumstances directly related to the Academy mission. When an emergency situation precludes the one (1) week advance notice, an explanation of the emergency shall be given to the employee, upon request. Also, refer to information in Section B of this article.

Section D, Log. Each organizational section shall maintain a log of overtime hours worked or declined by employees. The log will be kept current and an attempt for equal distribution should be made. The log will be readily accessible to employees and union representatives.

Section E, Rest Periods. Employees who work overtime shall be allowed rest periods consistent with Article 10.

Section F, Pay. Overtime and premium pay will be paid in accordance with applicable law and regulations. Compensation and/or overtime must be assigned, authorized, officially approved and appropriately documented. When overtime is worked by an employee, that overtime should normally be paid for the pay period in which it is worked.

Section G, Holiday Work. Holiday work will be rotated as equitably as possible where work schedules are not disrupted by rotation. The employer will give employees on the shift on which the holiday work falls, the opportunity to volunteer for that holiday work before directing employees to work a holiday. After going through the rotation and employees initially decline the holiday assignment, the supervisor will direct available employees to work the holiday according to reverse service computation date (most junior first). Directed holiday work is a right of the employer and is not voluntary.

Section H, Compensation (Comp) Time. Comp time is time off in lieu of pay for overtime on an hour-for-hour basis. Comp time is earned when overtime work is performed; therefore, it cannot be taken before the overtime is worked since comp time does not exist until overtime is worked. WG employees are not eligible for comp time unless on a flexible alternative work schedule. Employees who are exempt from the FLSA and below the pay rate of GS-10, Step 10 must request comp time in advance. Exempt employees over that rate may be required to take comp time. Nonexempt employees may not be required to take comp time. They must always request it in advance. Comp time cannot be granted for work performed on a holiday or observed day for which the holiday premium is payable.

ARTICLE 14 - LEAVE WITHOUT PAY.

Section A, General.

Leave without pay (LWOP) is a non-disciplinary, temporary, nonpay status and an authorized absence from duty granted either upon the employee's request, or when the employee has insufficient annual or sick leave or compensatory time available. The granting of LWOP is a matter of administrative discretion of the employer except that LWOP will be granted, if the employee has followed proper leave procedures, under the following circumstances:

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

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

3. For protecting an employee's status and benefits for absence related to an on-the-job injury or illness (pending OWCP action or while employee is carried on the rolls while being compensated by OWCP).

4. To avoid a break in service for career or career-conditional employees who are dependents of a military member or a federally employed head of household where such head of household has been transferred by their employer (see Section B of this Article)

Section B, LWOP Procedures - Transfer of Head of Household.

The employee will simultaneously complete two Standard Forms 52, Request for Personnel Action: one requesting LWOP and the other for resignation at the end of the LWOP period. Include reason, amount of LWOP requested, and beginning and ending dates. Submit SFs 52 to DPC through the supervisor. DPC will act upon the resignation request only when employee is not hired by another activity and a request for extension is not approved or is not timely received. Employees are reminded that LWOP can affect their benefits; see Section D below.

Section C, LWOP Procedures - Other.

1. The employee will submit a request in writing to the supervisor. State the reason for the request, identify the period of LWOP, and include a statement that he or she intends to return to duty at the expiration of the period. Request for LWOP because of illness or on-the-job injury must be supported by medical documentation showing the employee to be

incapacitated for duty during the period of time for which LWOP is requested.

2. Supervisors will:

a. Review the employee's request to ensure it contains the required information outlined in A above.

b. If disapproving the request, provide the employee with a written explanation.

c. If approving the request, and the period exceeds 30 calendar days, submit an SF 52, the employee's request, and supporting medical documentation when needed to DPC through channels. Include a statement as to why the leave is being approved.

d. Submit a SF 52 to DPC requesting return-to-duty when an employee returns from LWOP.

Section D, Impact on Benefits.

The employee is responsible for paying his or her share for health benefits enrollment during both pay and nonpay status unless coverage is cancelled by the employee. If he/she desires to continue health benefits during periods of LWOP, contact the Civilian Payroll Office (FMFPC) to make arrangements for payment of premiums before entering into a LWOP status. If he/she elects not to continue coverage, contact employee relations office (DPCE) to cancel coverage. **If benefits are not cancelled, the employee will be charged for the coverage!** Life insurance coverage continues for the first year of LWOP. Questions may be directed to the benefits counselor in DPCE.

ARTICLE 15 - SICK LEAVE

Section A, Use of Sick Leave. Sick leave is a qualified right of the employee and may be used only for the following absences:

1. When incapacitated for performance of duties by sickness, injury, pregnancy and confinement.
2. For medical, dental, or optical examination or treatment.
3. When a member of an employee's immediate family is affected by a contagious disease as declared by Public Health Department and requires the attendance of the employee or when, through exposure to contagious disease, the presence at work of the employee would endanger the health of others.

Sick leave will not be denied an employee except for just cause.

Sick leave may be taken in quarter hour (15 minute) increments.

Section B, Procedures for Requesting Sick Leave. Scheduled sick leave (for example, examinations, surgery), will be requested on an SF-71, Application for Leave, as far in advance as possible. For unscheduled sick leave, employees will call their supervisor/designee normally within one hour after the beginning of their scheduled work shift except in unusual cases given the emergency conditions. Sick leave may be requested earlier than the scheduled work shift if the supervisor/designee is available at work. Every effort will be made to contact the supervisor/designee within the first hour. If the supervisor/designee isn't available to receive the request, the employee may call up the chain of command. In this regards, employees will be provided the name(s) and duty phone number(s) of person(s) authorized to approve leave. The employee is expected to personally request sick leave unless prevented from doing so by an incapacitating illness or injury. If the employee cannot personally call, the caller will identify himself or herself. If an employee is unable to return to duty by the estimated date and time, the supervisor/designee will be contacted as specified above. SF-71 will normally be available for employees to use should either the employee or supervisor desire written application or approval. If an SF-71 isn't available, a plain piece of paper will substitute.

Section C, Medical Documentation. Sick leave of more than three consecutive workdays or request for leave without pay for sick leave reasons must be supported by medical documentation signed by a licensed physician unless the supervisor specifically waives this requirement. If the employee was not attended by a

Physician, the employee's personal written statement showing satisfactory evidence of incapacity may be accepted in lieu of medical documentation. The statement will indicate why a physician was not seen such as: remoteness of area, nature of illness, or other specific reasons. The medical documentation must cover all absences beyond the third workday, and show specific evidence that the employee was incapacitated for duty for the entire period covered by the statement. (For employees on standby tours scheduled on a 24 hours on, 24 hours off basis, sick leave for more than 2 consecutive 24-hour duty periods must be supported by medical documentation, unless the supervisor specifically waives this requirement). In cases of extended illness, medical documentation may be required periodically if necessary to establish the employee's continued incapacity to return to duty. In the case of a need for an extended period of sick leave daily calls to the supervisor requesting leave will not be required, as long as the employee has informed the Employer of the expected duration of his/her need for leave. Medical documentation will be required for absences- of 3 days or less in cases of exposure to a contagious disease or illness of a member of the immediate family with a contagious disease. After periods of extended illness or exposure to contagious disease, a release from the doctor stating the employee may safely return to work is required.

Section D, Sick Leave Abuse. Medical Documentation will be required when the employee has been warned in writing about excessive use or abuse of sick leave. Such written evidence will include the specific dates the employee is incapacitated. An employee will not receive a written warning about sick leave abuse until first being verbally warned by the supervisor on at least one occasion. Written warning will be coordinated through DPC before issuance. Written notice of required certification for all periods of sick leave will not exceed six months without further written notification. Counseling and leave control letters will not be based on automatic, formulized criteria. Supervisors will analyze each case and all its individual pertinent circumstances. Counseling and leave control letters will be directed at the abuse/suspected abuse of sick leave. If no further abuse is proven, the restriction will be removed, the record shall be made clean, and the employee will be notified of this action. The employee will also be notified of the reason, in writing, if the restriction is to be continued.

Section E, Requesting Advance Sick Leave. Sick leave up to a maximum of 30 workdays may be advanced subject to the following conditions:

1. Employees will submit request in advance. The request must contain:

a. The beginning and ending dates.

b. Number of hours.

c. Required medical documentation.

d. A statement that he or she is likely to return to duty for a sufficient period of time to repay the advanced leave.

e. Information that there are sufficient funds in his/her retirement account to liquidate the indebtedness if the employee fails to return for sufficient time to repay the advance.

2. Supervisors will:

a. Provide written evidence of the leave analysis of the employees prior sick leave history, annual leave versus sick leave balance history, and length of continuous employment.

b. Coordinate the request with DPC prior to approval! disapproval. The request will not be processed without concurrence of DPC.

Section F, Reasonable Accommodation. The supervisor will examine reasonable forms of accommodation in the event an employee provides medical documentation certifying a handicapping condition which affects the employee's ability to perform the official position.

Section G, Definition of Terms.

1. **Medical Documentation.** "Medical documentation" or "Documentation of a medical condition", is a written statement signed by a physician or medical specialist which provides the following information, or the parts identified by the activity as necessary and relevant:

Note: This type of Documentation will only be required for extended sickness or situations described earlier in this article.

a. The history of the specific medical condition including references to findings from previous examinations, treatment, and responses to treatment.

b. Clinical findings from the most recent medical evaluation including any of the following which have been obtained: findings of physical examination; results of laboratory tests; x-rays; EKGs and other special evaluations or diagnostic procedures; and, in the case of psychiatric disease, the findings of a mental status examination and the results of psychological tests.

c. Assessment of the current clinical status and plans for future treatment.

d. Diagnosis.

e. An estimate of the expected date of full or partial recovery.

f. An explanation of the impact of the medical condition on life activities both on and off the job.

g. Narrative explanation of the medical basis for any conclusion that the medical condition has or has not become static or well stabilized.

h. Narrative explanation of the medical basis for any conclusion which indicates the likelihood that the individual is, or is not, expected to experience sudden or subtle incapacitation as a result of the medical condition.

i. Narrative explanation of the medical basis for any conclusion that duty restrictions or accommodations are or are not warranted and, if they are, an explanation of their therapeutic or risk avoiding value and the nature of any similar restrictions or accommodations recommended for non-work related activities.

j. Narrative explanation of the medical basis for any conclusion which indicates the likelihood that the individual is, or is not, expected to suffer injury or harm to themselves or others by carrying out, with or without accommodation, the tasks or duties of a position for which he or she is assigned or qualified.

2. **Medical Specialist.** Any physician who is board-certified in a medical specialty, or a physician serving on active duty in the uniformed services who is board-eligible and who is designated by the uniformed service to perform examinations.

3. **Physician.** A licensed Doctor of Medicine or Doctor of Osteopathy, or a physician who is serving on active duty in the uniformed services and is designated by the uniformed service to

conduct examinations.

Section H, Pregnancy. Employees who are pregnant will be allowed to work as long as they are able, prior to the delivery of the child. At the point she is no longer able to work, medical documentation is required. Maternity leave in the form of sick leave, annual leave and/or leave without pay will be granted during delivery, confinement and for a period of no more than six weeks after delivery. If longer than six weeks is required, additional medical documentation is necessary. The employee may request additional leave under the Family Medical Leave Act (see article 41). The employee shall be returned to her position or an equivalent position at the end of maternity leave. If some accommodations are necessary, medical documentation is required.

Section H, Changes Effected Under the Family Friendly Leave Act (FFLA).

1. Employees may use up to 40 hours sick leave per leave year to care for family members (see definition below) who need care due to injury, physical or mental illness, pregnancy, childbirth or medical, dental or optical examination or treatment. Sick leave can also be used to make arrangements for or attend a family member's funeral. Employees may use an additional 64 hours or a total of 104 hours per leave year for the above reasons if they retain a balance of at least 80 hours in their sick leave accounts. Part-time employees are covered by the new rules, but the number of hours they may use is pro-rated depending upon the number of hours they work.

Under the FFLA, the definition of family member is: spouse, spouse's parents, children, adopted children, spouses of children, spouses of adopted children, parents, brothers and sisters and their spouses, and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship (including gay, lesbian, and unmarried couples).

2. The prohibition on re-crediting sick leave to employees who have had a break in service of more than three years has been lifted. Employees who have had a break in service, regardless of the date of the separation, are entitled to a re-credit of sick leave if they return to Federal employment on or after 2 Dec 94, unless the sick leave was forfeited upon reemployment in the Federal Government before 2 Dec 94.

Section I, Other Changes Effected Under the Treasury, Postal Service and General Government Appropriations Act for Fiscal Year 1995.

1. Employees may use sick leave for purposes relating to the adoption of a child. Since adoption procedures and requirements differ among jurisdictions and adoption agencies, the regulations do not attempt to specify all the circumstances in which sick leave can be used. Employees are required to request, to the extent possible, advance approval to use sick leave for adoption-related purposes and submit evidence in support of the request that is administratively acceptable to the agency. This new provision is retroactive. Accrued sick leave (no advanced sick leave) may be substituted for all or any portion of annual leave (no leave without pay) used for adoption purposes after 30 Sep 91. Employees may elect to make this substitution by submitting a written application to 10 MSS/DPCE by 30 Sep 96. For more details on the application procedure, employees should contact their Employee Relations Specialist in the Civilian Personnel Office at x4363.

2. Employees are entitled to 7 days of paid leave each calendar year (in addition to annual and sick leave) to serve as a bone-marrow or organ donor.

Section J. Supplemental Guidelines for Requesting, Approving, and Documenting Sick Leave under Section H and Section I. (This information supplements Sections A, B, and C,)

1. Employee Responsibilities:

- a. Request sick leave from supervisor and indicate reason for request.
- b. Submit proper medical documentation or supporting evidence if for adoption or donor purposes if the absence is more than three consecutive working days or if requested by supervisor.

2. Supervisor Responsibilities:

- a. Approve and disapprove sick leave requests.
- b. Before approving leave under the FELA (care for family member or arrange and/or attend a family member's funeral), ensure employee has not exceeded the 40 hour or 104 hour limit. Remember, employees are only entitled to use 40 hours of sick leave per leave year under the FFLA if they have fewer than 80 hours of accumulated sick leave. If they are able to retain at least 80 hours of sick leave, they can use up to a total of 104 hours per calendar year. If the request exceeds the above totals, please coordinate with your Employee Relations Specialist(x4363) before denying request. (There are exceptions to the rule.)
- c. Ensure that proper medical documentation or supporting evidence (for adoption or donor requests) is submitted for absences in excess of three consecutive working days.
- d. Annotate Time and Attendance (T&A) reports in the remarks area in the upper, right hand corner for every employee taking sick leave by indicating the reason for the sick leave and number of hours taken under each category. Use the following categories: self, family, funeral, adoption, and donor. For example, if an employee uses 8 hours of sick leave because he or she is sick and another 8 hours to care for a sick family member, you would annotate "self: 8 hours" and "family: 8 hours" in the upper right hand corner. **T&A reports with any type of sick leave annotated on them will not be processed unless all sick leave hours are accounted for by category.**

- 3. Time Keeper Responsibilities.** Ensure that all sick leave hours are accounted for and categorized in the upper, right hand corner of every T&A report that has any sick leave documented for that pay period. Reference paragraph 4 under Supervisor Responsibilities. Otherwise, fill out the T&A report just like you would for any other sick leave.

ARTICLE 16 - ANNUAL LEAVE

Section A, General. Supervisors are responsible for assuring that annual leave is administered in a uniform and equitable basis and that no employee is forced to forfeit annual leave. Employees must obtain advance approval for all annual leave except in emergency situations. Leave requests may be oral and/or in writing (SF 71) at the preference of the supervisor or employee. Annual leave will be denied only for just cause. Annual leave may be taken in 15 minute increments.

Section B, Use of Annual Leave in Emergency Situations. In bona fide emergency situations, employees will call their supervisor/designee normally within one hour after the beginning of their scheduled work shift except in unusual cases given the emergency conditions. Every effort will be made to contact the supervisor/designee within the first hour. The employee is expected to personally request annual leave in emergency situations unless prevented from doing so by the circumstances. If the employee cannot personally call, the calling party will identify themselves. Calls in emergency situations will state the reason for the request and the estimated time the employee expects to be absent. The supervisor/designee will indicate if the request for leave in emergency situations is approved or disapproved. If the request is disapproved, the employee may submit an SF 71 on which the supervisor will state the reasons for denial within 24 hours. If the request is approved and the facts are later found to be in dispute, the supervisor may require additional substantiation. Calling in does not automatically result in approval of a leave request. In granting leave, consideration will be given to both the needs of the mission and the desires of the individual employee. The use of approved annual leave will not adversely reflect on the attendance record. SF 71 forms will be made available to employees.

Section C, Conditions Limiting Leave. Supervisors will furnish conditions limiting leave in writing to employees and shop steward (where a steward is assigned) no later than 15 January each year for the purpose of scheduling annual leave under Section D of this article. Conditions will consist of those foreseeable factors which would affect the supervisors decision to approve or disapprove annual leave requested. The supervisor will determine the number of employees who may be granted leave during any given period. Annually recurring conditions which may limit leave may be continued from year to year after the initial Union notification. The Union will be notified of new conditions.

Section D, Procedures for Scheduling Annual Leave. Employees will submit individual written requests for annual leave to their immediate supervisor not later than 31 January each calendar year. The written request will be returned approved/disapproved not later than 15 February. The employee will indicate which period is first choice, second choice, etc. First choice requests will be resolved prior to scheduling the remaining requests. From these requests the supervisor will prepare a consolidated leave schedule to cover employee leave of one work week or more during that calendar year. Leave periods will be exchanged or swapped with the mutual consent of all parties concerned. It is understood that annual leave can be cancelled to meet unforeseen operational requirements of the organization. The supervisor will timely notify the employee(s) so that the employee can reschedule the cancelled leave. The steward may, upon request, be provided a copy of the consolidated leave schedule. Conflicts between bargaining unit employees will be resolved by the use of seniority (service computation date). In cases of equal SCD's, total Air Force Academy time will be the basis for tie breaking. Newly assigned or reassigned employees to a section will be required to schedule only their use or lose annual leave during the current leave year. Their scheduling of annual leave must be integrated into the existing schedule. If a newly assigned employee requests annual leave, the request will be given consideration against the established schedule. Established leave schedules will not be altered to accommodate a newly assigned employee.

Section E, Absence for Brief Periods or Tardiness. Unavoidable absence of less than one hour for emergency situations at the beginning of the workday, may either be excused by the supervisor for adequate reasons, or charged to annual leave. ~~The "59 minute rule" is not to be used at the supervisor's discretion as "administrative leave" at other times in the day.~~ If the absence or tardiness is charged to annual leave, the charge is in multiples of 15 minutes. If the leave charged exceeds the period of absence or tardiness, the employee is not required to work the additional time covered by the leave charge.

Note: Supervisors have discretion to grant up to 59 minutes at the end of the work day.

Section F, Advance Annual Leave. The employer shall give due consideration to employee requests for advanced annual leave. Compelling mission related requirements may preclude such an advance.

Section G, Safeguard from Disciplinary Action. Approved leave or approved absence will not be a basis for disciplinary action or counseling except when it is clearly established that the employee submitted fraudulent documentation or misrepresented the reasons for the absence.

ARTICLE 17 - SUPERVISOR'S EMPLOYEE BRIEF (AF FORM 971)

Section A, General. The AF Form 971 is the supervisor's personal and confidential record on employees' work history, including performance and conduct. The AF Form 971 will be maintained in the supervisor's Work Folder and secured at the supervisor's work site. Access to the form will be limited to persons who have an official need to know. Employees have the right to review their personal Supervisor's Work Folder and upon request, receive a copy of the AF Form 971 and attached notes, memos, statements, etc. Supervisors having any notes, memos, statements etc. in employees' 971 folder will share the documents with the respective employee within seven working days of their existence. (This assumes both the supervisor and employee are on duty during the seven working days. One working day will be added for each day of absence). Anything not being shown to employee cannot be used against them for either performance or disciplinary actions. The Union may review the folder, and, if requested, receive a copy of the AF Form 971 and attached notes, memos, statements, etc., providing the affected employee gives consent to his/her supervisor. Union officials having the need for this documentation will show written authorization of the employee to represent him/her and are subject to protect the right to privacy of all parties concerned.

Section B, Documenting the AF Form 971. Management, normally the first level supervisor, will annotate performance discussions, counseling sessions, and other pertinent data on the AF Form 971. All adverse entries made on an employees 971 will be made in pencil. Additional notes, memos, statements, etc., will be referenced on the AF Form 971. All AF Form 971 annotations will be made in chronological order, with the annotation date as the date entered by the management official -- although the annotation may refer to an earlier incident. Support documentation for the entries may consist of additional pieces of paper and/or AF form 51s, counseling Record. Oral admonishments listed on the AF form 971 will specifically contain the words "oral admonishment." Entries not containing these words will be considered a "counseling and/or training session." Supervisors will show and employees will initial and date all supervisors comments on the AF Form 971. Upon the employee's request, the employee will be provided a copy of the AF Form 971 entry concurrent with initialing. The employee's initials protect both parties: The employee is aware of what is contained on or attached to the AF Form 971, and Employer has evidence the employee was shown such material.

Section C, Deleting Records. AF Form 971 records of counseling, and oral admonishments will be made unreadable from the form one year after the date of the admonishment, or counseling unless deleted earlier by grievance decision.

Reprimands will be made unreadable two years after their effective dates, to include expungement of OPF. within 30 calendar days, upon completion of time limits or decision, unless a grievance, appeal, or complaint is pending, in which case documentation will not be deleted until the case is closed. Suspensions will be made unreadable in the 971 three years after the effective date. AF Form 971 annotations concerning expired, canceled, or withdrawn formal disciplinary actions will be deleted or made unreadable within 15 calendar days of receipt of the formal decision.

Section D, Disposition. When an employee moves to a different organization on the USAF Academy, the losing supervisor will forward the Supervisor's work folder, including supervisor's comments, to DPCE for screening. DPCE will forward the updated record to the gaining supervisor. When an employee is separated or departs the Academy for any other reason than entrance into military service or an adverse action, the supervisor will destroy the AF Form 971 after sixty days. When the employee is separated by adverse action or entrance into the military, the supervisor will forward the AF Form 971 to the Labor and Employee Relations Division/DPCE, Civilian Personnel Office.

Section E, PC-III. AF Form 971 as an Application of Personal Concepts III (Pc-III) Supervisors will have the option of electronically maintaining the form with the exception of the supervisor's comments to include counseling, performance discussions, disciplinary and adverse actions, etc., which would be maintained in the Supervisor's Work Folder. The Union may also receive a printed version of the AF Form 971 providing the affected-employee gives consent to his/her supervisor.

ARTICLE 18, PERFORMANCE MANAGEMENT

Section A, Elements and Standards. Employees will be given their performance elements and standards and a chance to discuss their requirements within thirty (30) days of entry on duty. Performance standards shall be fairly and uniformly applied for like duties in like circumstances and shall be reasonably related to the duties set forth in the core document. (Any pre-established distributions of ratings, such as a requirement to rate on a bell curve, are prohibited.) The standards form the framework for dialogue between the supervisor and employee concerning expectations for work. If the employee request, the dialogue should include what is expected to exceed elements, or improve in overall rating and/or appraisal factors. The employee will sign the appropriate signature page indicating receipt of the work plan.

Section B, Performance Feedback. Each supervisor with the responsibility for rating bargaining unit employees will rate those employees in a fair, objective and reasonable manner. ~~On 1 July~~, the beginning of the rating cycle, all employees not on an official performance improvement period, (PIP) will automatically revert to ~~"Fully Successful"~~. (The duration of the appraisal cycle shall be one year.) The use of approved annual leave shall not be a negative factor in appraising an employee's performance. Supervisors will conduct at least one or more performance feedback discussion before the employee's annual rating. One documented feedback discussion is required approximately midway through the appraisal cycle; other documented discussions during the cycle are strongly encouraged. The discussion(s), which should include the employee's strengths as well as any performance deficiencies will be summarized in writing, either on AF Form 971 or USAFA Form 51, and filed with the Supervisor's Employee Brief (AF Form 971). The employee will acknowledge the interim performance discussions by initialing the summary under the rules set in Article 17, Supervisor's Employee Brief. A copy of this documentation will be given to the employee. Supervisors will provide feedback more frequently if performance approaches less than fully successful.

Section C, Identifying Performance Problems. If the employee is not meeting the performance standard(s) in one or more critical elements, the supervisor will provide a written Notice of Opportunity to Improve. The supervisor may also issue an out-of-cycle performance rating. The purpose of the opportunity period is to give the employee a reasonable opportunity to demonstrate acceptable performance. The length of the improvement period is an amount of time commensurate with the duties of the employee's job sufficient to allow the employee to

show whether he or she can perform acceptably. The notice of improvement period will inform the employee of the critical element(s) for which performance is unacceptable, in what way it is unacceptable, and exactly what is required to bring it to a fully successful level. The notice will also tell in what way the supervisor will help the employee improve performance during the improvement period. The notice will also inform the employee that unless his or her performance in the critical element(s) improves to and is sustained at an acceptable level, the employee may be reduced in grade or removed. Another out-of-cycle rating, if appropriate, may be issued if and when the employee demonstrates a change in performance sufficient to warrant a different performance rating. A proposed action may be based on instances of unacceptable performance which occur within a one year period ending on the date of the notice of the proposed action. Employer will furnish the employee with the original and 1 copy of any proposal or decision of adverse action. When an employee's performance in one or more non-critical elements becomes less than fully successful, the employee may be placed in an opportunity period. The supervisor may provide the employee with a written notice that he or she is being placed in an opportunity-to-improve status. The employee remains in this status until performance improves to fully successful or falls to an unacceptable level.

Section D, Change in Rating Officials. When the rating official departs or the employee transfers during the period ~~4 May - 30 June~~, the rating official must complete the annual appraisal and obtain required review prior to leaving the work section. If the rating official departs or the employee transfers prior to ~~4 May~~ and has supervised the employee for at least 90 days, an informational appraisal (rather than the annual appraisal) is completed, discussed with the employee, and passed on to the new rating official. The appraisal will be in writing, and a copy may be given to the employee at the employee's request. If the supervisor has supervised the employee for less than 90 days, only documentation of any performance discussions filed with the AF Form 971 will be forwarded to the new rating official.

Note: The parties negotiated a new performance policy. This new policy changes the system to a "Pass-Fail" and changes the rating cycle from 1 April to 31 March.

ARTICLE 19 - ALTERNATIVE DISPUTE RESOLUTION (ADR)

Section A, Definition. ADR holds the promise of avoiding what is often acrimonious litigation that may fracture the critical relationship between an agency and its employees. ADR takes on as many forms as there are different kinds of problems to resolve. Some of the most popular techniques include arbitration, mediation, conciliation, settlement negotiations, facilitation and mini-trials. The Academy and Union agree there is much to be* gained in employee morale, productivity and efficiency by exploring how work place issues and employment problems can be solved without adversarial proceedings. ADR processes in this context involve joint labor-management communication and cooperation efforts. Dispute prevention is everybody' s business.

Section B, Official Time. Participation in and preparation for officially sanctioned ADR activities are considered processes which enhance the quality of work environment and are, therefore, part of the paid duty day.

Section C, Union's Role. ADR procedures are not intended to diminish the Union's role as exclusive representative of the bargaining unit. An employee may request Union representation at any time during an ADR process.

Section D, Mediation. Mediation is probably the most commonly used ADR process. Mediation provides for a neutral third party to assist in negotiating agreements, but the mediator does not render a decision in the matter. Any settlement reached through mediation must be achieved by the parties themselves. The mediator, however, takes an active role in the negotiations. Either party may request mediation; however, both parties must agree to mediation before it can be accomplished. Both parties agree to use only trained mediators in this process. The mediator may be an Academy resource (military, civilian, Union member, etc.) or other party. Only the Union and Employer can mutually agree to hire an off-Academy mediator. If a fee is involved, both Employer and Union shall share costs equally and mutually agree upon the Mediator. The Employer agrees to seek training for employees in order to form a pool of trained Academy mediators.

**ARTICLE 20, TOTAL QUALITY MANAGEMENT (TQM) QUALITY AIR FORCE
(QAF)**

Section A, Confidence and Trust. The parties agree the success of the TQM/QAF theory depends on the confidence and cooperation of bargaining unit employees. To instill the trust necessary to assure success, it is desirable to avoid adverse impact to employees serving on a process team.

Section B, Cooperation and Exclusive Representation. The employer and the union agree to work together to implement QAF. The goals of QAF - to improve customer service and to improve communication between management and employees, for example - are beneficial to employer, union and employees. The collective bargaining process will affirm the Union retains the rights provided by law and the Union may exercise those rights at its discretion. QAF will not undermine the Union as exclusive representative of the employees in matters relating to conditions of employment.

Section C, Union Rights. The Union reserves the right to bargain on matters affecting the working conditions of employees, regardless of whether or not matters are initiated through the QAF process. No understanding arrived at as part of the QAF process shall in any way interfere with or negate the Memorandum of Agreement (MOA) . Past practices remain in effect unless and until notice and bargaining obligations have been completed. The Union will be sent a courtesy copy of written recommendations of a process team. The employer will notify the Union of any process team solution which, if implemented, would change the MOA or past practice, or in any other way deals with personnel policies and practices and matters of working conditions subject to resolution through negotiations. The Union will be provided the opportunity to be present at formal discussions with employees.

Section D, Employee Participation. Participation in a QAF process team is generally voluntary. The Employer acknowledges effective results will come from volunteers and will seek volunteers. In some cases, an entire working group may be asked to participate in a process team. The Employer will consider valid requests to be excused. Employees will be fully informed concerning the QAF objectives and processes. If an employee elects not to participate, but holds key information about a process or problem being studied, it is considered legitimate assignment of work to ask the employee to explain what they know to TQM process team.

Section E, Performance Ratings. No adverse interference will be made in performance ratings or appraisals for electing not to volunteer, or for opinions expressed or positions taken on a process team. Authorized time spent performing process team activities will not degrade evaluation of an employee's productivity in regularly assigned duties.

Section F, Training for Union Representatives. The Employer will provide QAF process team facilitator training to Union officers and stewards. This is not Union sponsored training under Article 5. Additionally, officers and stewards may be granted reasonable amounts of official time to attend AFGE sponsored training on TQM under Article 5.

Section G, Official Time. Time for process team meetings and related work will not be deducted from the allocations of official time (see MOA, Article 5). The Employer will pay expenses for bargaining unit members for on-the-job efforts related to QAF. Official time granted to Union representatives will be in accordance with the MOA.

Section H, Awards. The Employer reserves the right to award people as the Employer determines appropriate. This includes both individual and group involved in earning the recognition. The Union understands this agreement applies only the Employer's relationship with bargaining unit employees, not the Employer's relationship with others, such as military or management. The Employer will provide a copy of award publicity, such as in organizational newsletter or base newspaper, to the Union.

Section I, Documents and Representation. Whenever a QAF team, committee, board, etc., is chartered which has bargaining unit employees as members, the Employer will provide the Union the same chartering documents as is provided to the team, committee, board, etc., itself. A copy of this Memorandum of Understanding will be provided to teams, committees, boards, etc. The Union will be invited to be represented at steering groups or boards.

Section J, Process Teams. A process team (known as process action team or process improvement team) is a group affected by and/or able to improve a process or solve a problem. All people on a team are considered persons of worth with something to contribute; team members do not have traditional roles, such as management, union, or worker. The deliberations of a team are not considered a formal discussion under the Federal Labor-Management Relations Statute. For all of these reasons, no special effort will be made to assure that either party

(Employer or Union) is represented on a process team. The Employer is obligated to afford the Union it's full rights under the Statute (see Section C of this article.)

Section K, Safety. Work and personal safety of employees will remain an important factor as customer service is improved.

ARTICLE 21 - TRAINING AND LICENSING

Section A, Training. The Employer, consistent with its needs, shall seek adequate job related training of employees. Management will identify those civilian employees who need training and the training required. Appropriate training will be identified and provided by management subject to such factors as budget limitations, mission requirements and course availability. Training will be recorded on the Supervisor's Employee Brief (CSEB, AF Form 971) and appropriate documentation will be filed in the Official Personnel Folder (SF 66). Employees involved in formal training programs for which they have signed training agreements may be removed from the training program for not meeting the conditions of the training agreement. Selections for positions with formal training agreements will be in accordance with the merit promotion programs.

Section B, Licensing. This section applies only when a Colorado State professional license is required by the core document (job description). The employer will allow the employee to test during duty time. The employer will allow duty time for training to the extent the training is approved by management as being necessary to maintain the license.

Section C, Miscellaneous. Management and the Union recognize that employee self-development is beneficial to both parties. To the maximum extent possible, management shall publicize the self-development opportunities available to employees and the amount of financial support available for such training. Publicity will be provided periodically during the year through normal distribution channels. Management agrees that training necessary for employees to perform their jobs at an acceptable level of competence should be provided if at all possible. New employees will be provided orientation and training necessary to assist them in adjusting to their job environment. For job-related training within a work unit where not all employees will be afforded, supervisors should consider: consistent training opportunities to those given other employees, the employee's need for training, the employee's interest in the training, and the demonstrated ability of the employee to assimilate the training and apply it on the job. When meaningful distinctions cannot be made among qualified employees, training will be offered on the basis of seniority. For directed training management agrees to make every effort to extend partial or full reimbursement for tuition and other valid, reimbursable fees in accordance with applicable laws and regulations. If the employee requests, he/she will be given an explanation any time a request for training is denied.

ARTICLE 22, POSITION CLASSIFICATION

Supervisors will furnish each employee with a current copy of their official core document (includes job description & performance standards.) Employees alleging misclassification of their position should first attempt to resolve the problem with their immediate supervisor. Should this fail, the employee upon request, will be furnished all information concerning appeal rights and applicable procedures, during which process the employee is entitled to representation. Before an appeal is processed, the supervisor, employee and USAFA classifier must all agree to the accuracy of the core document. In a situation where an employee disagrees with the content of the core document, the employee may use the grievance outlined in article 40.

ARTICLE 23 - REDUCTION IN FORCE

Section A, Responsibilities. Management officials in conjunction with the Union, have the responsibility to determine the methods, means, and personnel necessary to carry out the mission. When a decision has been made on realignment or reduction in force, transfer of function or major change of duty station which can be reasonably expected to involve employees, the Employer shall notify the Union at the earliest possible date, but no later than 90 calendar days prior to the effective date, or a reduction of work forces that could adversely affect- employees in the unit, the Employer will notify the Union and the rationale will be given. The Union will be given an opportunity to negotiate on the impact of RIF on affected bargaining unit employees. The Union will advise of its intent (to negotiate on the impact) within fifteen workdays after notification. A Union representative will be notified in writing of any formal discussion the Employer may hold with the affected unit employees in order to give the Union the opportunity to attend.

Section B, Budget driven RIF. Prior to effecting any "budget driven reduction-in-force" involving 20 or more employees, the Employer shall conduct a cost study to determine whether instituting a furlough or retraining program for affected employees would be less costly than conducting a RIF. A copy of that study shall be provided to the Union in advance of the RIF.

Section C, Filling of Jobs. If there is a potential placement opportunity for affected employees, the filling of bargaining unit vacancies in the competitive area of employees who would be affected by a RIF shall be suspended from the date of the initial RIF notice until the effective date of the RIF.

ARTICLE 24 - CONTRACTING OUT

Section A, A-76

1. When the installation commander approves an OMB Circular A-76 cost comparison or direct conversion, he must notify HQ USAF/PEM. Upon HQ USAF concurrence and if necessary Congressional notification, in all cases the installation commander will notify the employees affected and/or their representative. After that time limit, the cost comparison begins to include bid solicitation and/or request for proposal. Governing directives state the Union will be kept informed during the cost comparison process by Civilian Personnel. Civilian Personnel will ensure the employees and Union are given an opportunity to provide input; e.g., cost-savings ideas for consideration in the development of the performance work statement and the management study. Civilian personnel will provide, in writing, a monthly update on status of the effort or changes that affect the process to affected employees or their representative.

2. Early in the management study, management will solicit the views of the employees in the commercial activity under review and their representatives for their recommendations as to the most efficient organization or ways to improve the method of operation.

3. For solicitation under sealed bid procedures, Civilian Personnel will ensure the Union is notified before (at least three days) bid opening. For all cost comparisons, Civilian Personnel will ensure the Union is formally notified of the outcome.

4. Such information supplied the Union will be treated in a confidential manner except that the Union will be free to seek advice from its national headquarters. The Employer will furnish to the Union, upon request, OMB Circular A-76 information IAW applicable laws and governing directives. The information will be used to facilitate discussion, understanding and negotiation over the impact of the decision to contract out. ~~Management agrees to comply with all provisions of OMB Circular A-76 (and with any supplements or superseding circular or directives) and with this negotiated Agreement.~~

Note: This language is contrary to case law. By placing this requirement in the BUC without specifically excluding it from the grievance process, is contrary to the OMB Circular, which has its own exclusive appeal process. Treasury, Public Debt v. FLRA, 996 F2d 1246 (D.C. Circuit 1993).

Section B, Employees. In the event that the Employer decides that unit work will be accomplished by contract, it is agreed that no bargaining unit employee will be under the supervision of a person who is not an employee of the Federal Government.

ARTICLE 25 - SHUTDOWN OF EQUIPMENT OR FACILITIES

In the event of shutdowns due to equipment or facility maintenance, overhaul or breakdown, or curtailment in mission requirements, the Employer will make every attempt to assign employees to other work areas. The Employer make every attempt to keep in an active work status those employees who can be effectively utilized. Employees may be assigned across USAF Academy at the discretion of the gaining supervisor if, in the opinion of the gaining supervisor, the employee is qualified to perform the available work and the employee can be effectively used. Those employees who, in the supervisor's judgment, cannot be effectively used may be placed on annual leave or leave without pay (if no annual leave is available).

ARTICLE 26 - SAFETY

Section A, Implementation and Support. The Employer will develop, implement and maintain effective occupational safety and health programs and standards to provide and maintain safe and healthful working conditions for employees in accordance with applicable Air Force regulations and Air Force directed provisions of OSHA standards. The Union agrees to actively support the safety programs by such things as: promoting employee interest in safety; supporting the use of safety equipment and safe working procedures. The Agency agrees that no employee will be subject to restraint, interference, coercion, discrimination, or reprisal for filing a report of an unsafe or unhealthy working condition. A Union representative shall be given the opportunity to accompany the Regional Safety and Fire Protection Engineer during the annual physical inspection in response to a report made by a bargaining unit employee or the union of any unsafe or unhealthy condition. The union representative shall also be given the opportunity to accompany an OSHA inspector at any time. On a space available basis, the Union will print safety oriented articles in its local publication.

Section B, Occupational Safety and Health Council. The Union will be allowed 2 members on the Occupational Safety and Health Council. The purpose of the Council will be to develop general policy. The Union member will keep the Union informed of new developments or changes in safety policies and programs. The Union will be provided an opportunity to submit agenda items to the Employer to consider for use at the minutes for each meeting on a regular and timely basis. Prior to implementation, the Employer will brief the Union on any new or modified safety programs involving bargaining unit employees

Section C, Employee Compliance. All employees will observe and comply with pertinent safety and accident prevention policies, regulations and directives. Employees have the responsibility for personal housekeeping around their immediate work site. No employee will remove guards or protective devices from machines or equipment prior to, and during operation without following the proper procedures. No employee, other than qualified maintenance personnel, except for trainees under direction of qualified maintenance personnel, shall be required to perform repair work on or about moving or operating machines. The Employer will be the judge of the capabilities of an employee assigned to perform the above mentioned work, taking into full consideration the experience of the employee in each specific instance. This does not preclude making normal or necessary

adjustments to machinery or equipment while in motion or in operation, nor does it preclude normal operator maintenance. Violation, abuse, or nonobservance of safety rules, regulations, policies, practices, procedures, equipment, protective clothing, and methods may be grounds for disciplinary action.

Section D, Safety Checks. When only one person is assigned to perform work in a hazardous work area, a system of periodic personal, radio, intercom, or telephone checks will be used. Air Force Occupational Safety and Health (AFOSH) Standards prescribe those situations where a second person is mandatory.

Section E, Protective Equipment. The employer will comply with OSHA requirements in determining and acquiring the kinds and types of personal protective equipment to be issued and used by employees. Employees will be responsible for assuring the upkeep and maintenance of their safety and personal protective equipment. The Employer will replace Employer issued safety and personal protective equipment which has become unusable or not serviceable because of reasonable wear and tear and for which continued use is required. In all other cases, any replacements will be at the employee's expense. Employees who perform the duties of a position that requires safety clothing and/or equipment, will not be allowed to perform the duties of that position without the required and issued safety clothing or equipment. This requirement also pertains to totally deaf employees who work in areas requiring mandatory hearing protection. If such a situation arises, the employee may be sent home on their own time to obtain the required clothing or equipment. Whenever walking outside, employees are strongly encouraged to request and use the available shoe spikekeys when icy conditions prevail in parking lots and on sidewalks.

Section F, Immunizations. The Employer shall provide mandatory immunizations required for conditions of employment. Employees who perform the duties of a position that requires immunizations will not be allowed to perform the duties of that position without the required immunizations.

Section G, Incident Reporting. The Employer agrees to ensure prompt abatement of unhealthy and unsafe working conditions. The Employer will develop and implement a procedure and the necessary forms to be utilized for reporting accidents or injuries. The employee will complete the necessary forms to report injuries or accidents as soon as possible, but usually, no later than 48 hours after the occurrence of an injury or accident. If the employee is unable to complete the necessary accident forms, the supervisor will submit them.

Section H, Hazard Reporting. The parties recognize that while employees are not prohibited from contacting outside sources, including OSHA, employees will first make use of Air Force hazardous reporting processes by submitting the appropriate hazard reporting form. Supervisors will take prompt appropriate action to correct unsafe conditions reported by employees and Union representatives. In the case of imminent danger situations, employees shall make reports by the most expeditious means available. The employee has a right to decline to perform his or her assigned tasks because of a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to effectively seek corrective action through normal hazard reporting and abatement procedures. However, in these instances, the employee must report the situation to his/her supervisor or the next higher level supervisor who is available. If the supervisor believes the condition or corrected condition does not pose an imminent danger, then the supervisor shall request an inspection by an agency safety officer.

Section I, Training. The Agency shall provide appropriate safety and health training for employees and Union; including specialized job safety and health training, appropriate to the work performed by the employee.

Section J, Asbestos and Hazardous Materials.

1. Inspections. Inspections for asbestos will be conducted on an as-needed basis prompted by work orders, project designs, or suspected hazard reported by Union, employees or supervisors. Inspections for hazardous materials will be conducted periodically where a hazardous material is known or suspected to exist. Inspection reports are available for Union review in the Office of Bio-environmental Engineering.

2. Detection. Employees who suspect the potential hazard of asbestos or hazardous materials will report his/her suspicion to the immediate supervisor or submit the appropriate hazard reporting form. The supervisor will respond to the report. Written hazard reports will be promptly evaluated by Bio-environmental Engineering. Employees who have been determined to be overexposed will be notified within five work days after determination. Lessor exposures will be reported to the supervisor within 30 calendar days after determination. The supervisor will, in turn, promptly inform employees. When

the Employer determines an area is restricted due to asbestos or hazardous materials, employees will be provided protective equipment before being assigned to work in the area.

Bio-environmental Engineering will periodically monitor work places where exposure to hazard is controlled by ventilation, protective equipment, work practices or other measures until the hazard is mitigated or removed.

3. Overexposure. Once overexposure has been determined, the possible affect of such exposure on the employee's health will be determined by future health screening provided at no cost to employees by the Employer.

4. Testing. Voluntary no cost health screening is available to employees who suspect overexposure to asbestos. Suspected overexposure to hazardous materials will be evaluated on a case by case basis to determine the need for medical evaluation.

Section K, New Equipment or Machinery. The employer will ensure that employees have been oriented on the use of new equipment or machinery and will ensure that this equipment or machinery has been inspected, when required, for safety before initial use. Only qualified personnel shall be required to perform, repair, work on, or about moving or operating machines. This does not preclude the normal or necessary adjustments to be made to machinery or equipment while in operation.

ARTICLE 27 - ENVIRONMENTAL AND HAZARD PAY

Section A, Environmental Differential Pay. Environmental differential pay pertains to the Federal Wage System (FWS) employees only. Environmental differential will be paid for exposure to various degrees of hazards, physical hardships, and working conditions of an unusual nature as provided for in regulations and FPM Supplement 532-1, including Appendix J. Eligibility of an employee for environmental differential pay will be determined by management in accordance with Office of Personnel Management (OPM) guidelines. New hazards, physical hardships, and working conditions recognized by OPM will be evaluated as those already described in Appendix J. The employees may initiate requests for environmental differential pay through their supervisor. Supervisors may request EDP on an AF Form 683, Request for Approval of Environmental Differential Pay. Supervisors may obtain information on EDP from DPCRC at extension 2958. The employer will issue a decision on such requests as soon as possible but within ninety (90) days and notify the Union of the reasons for denial of any such request for bargaining unit employees. If approved, the employee(s) shall be paid the differential for all hours worked at the hazardous duty. The Union may at any time initiate negotiations for coverage of local situations under appropriate categories in Appendix J. If requests are disapproved, the negotiated grievance process may be used.

Section B, Hazard Differential Pay. Hazard differential pay pertains to the General Schedule (GS) employees only. Hazard differential will be paid for work performed under circumstances in which an accident could result in serious injury or death except when the duty has been taken into account in the classification of the employee's position. New hazards recognized by the Office of Personnel Management (OPM) will be evaluated as those already described in 5 CFR, 550 Subpart I and Appendix A of the FPM Supplement 990-2, Subchapter 9, Appendix A, page 2, and D and E.

Section C, Disputed Claims. ~~In disputes involving whether the hazardous duty has been taken into account in the classification of a GS employee's position, the Employer shall bear the burden of proving that the duty was so taken into account.~~

Note: This language is contrary to the bar on grieving classification appeals, 5 U.S.C. 7121 (c). See 58 FLRA No. 89.

Section D, Discontinuance. ~~EDP or Hazard pay may be discontinued when the hazard has been eliminated. However, any case where the employer alleges that a hazard has been practically eliminated or that adequate safety precautions have~~

~~reduced the hazard to a negligible level, the Employer shall bear the burden of proof on that issue.~~

Note: This provision is contrary to the Code of Federal Regulations (CFR) as the CFR warrants pay when the hazard has not been practically eliminated. In addition, O’Neal v. United States, 797 F.2d 1576 (Fed. Cir. 1986), placed the burden of establishing entitlement to EDP on the claimants.

Section E, Emergency Situations. During emergency situations, employees may be required to perform duties that would warrant EDP if done on a regular and recurring basis. Supervisors should contact DPCRC, (X29S9) and initial the Emergency EDP letter to assure prompt payment to the employees affected.

ARTICLE 28 - MEDICAL ATTENTION FOR CIVILIAN EMPLOYEES

Section A, Treatment. Employees requiring emergency medical treatment shall be offered prompt, adequate medical attention through existing medical facilities at the United States Air Force Academy. Medical treatment shall include emergency illness occurring on the job as well as job incurred accidents. The employer will provide transportation to Academy medical facilities for employees ill or injured on the job who require emergency care. Employees ill or injured on the job may choose to receive treatment from their personal physician. In such cases the employee will be given appropriate forms from his or her supervisor and provide appropriate completed forms after treatment.

Section B, Immunization. The Employer shall offer, without cost, immunization against communicable diseases to all employees when the need is determined by the Hospital Commander.

Section C, Directives. Medical directives concerning treatment of bargaining unit employees will be discussed with the Union prior to implementation.

Section D, Work Related Injuries. Employees must report any and all injuries on the job to their supervisor. The supervisor will take appropriate action to insure that: (a) the employee has an opportunity to report to the agencies physician or his/her personal physician for treatment, completion of necessary reports, (CA-1, CA-16, etc.); (b) Civilian Personnel Office is promptly notified to ensure timely processing of necessary reports and employee claims. The Agency agrees that assistance will be given to employees in preparing necessary forms and documents for submission to Office of Workers' Compensation Programs (OWCP) and that employees will be informed of their rights under the Federal Employee's Compensation Act, as amended. If an employee is able to return to duty, he/she will be required to perform duties only to the extent and limits prescribed by the treating physician. In this regard, no such employee will be returned to duty when, in his/her physician's opinion, returning to duty would aggravate his/her illness or injury. In the event that such employee's supervisor does not have light work which meets the physician's stated limitations for the employee, the supervisor will contact DPCE (extension 4363) to see if other light duty work is available which the employee can perform. If no light duty work is available, the employee will be placed

on continuation of pay, if eligible, or in an appropriate leave status. The employee may request Union representation at any stage of this procedure.

ARTICLE 29 - EQUAL EMPLOYMENT OPPORTUNITY

Section A, Equal Employment Opportunity (EEO) Program. The Employer and the Union will cooperate in support of the EEO Program by prohibiting discrimination because of age, sex, race, color, creed, national origin, or handicapping conditions. The Employer will provide the Union a copy of the Affirmative Action Plan upon publication so that the Union is properly informed of equal employment and affirmative action. Management will maintain an EEO Counseling Program for the purpose of EEO counseling, informal inquiry, and resolution of employee EEO complaints. In all aspects of personnel management the employer and it's agents shall be bound by Title VII of the Civil Rights Act, the Rehabilitation Act, the Age Discrimination in Employment Act, and the Equal Pay Act, and the regulations of the EEOC, including 29 CFR part 1613 and 1614.

Section B, Representation. The employee has the right and opportunity to select any individual, organization, or the Union, as a representative at any interest results from the choice of representation or except when the complaint is processed under the provisions of the Negotiated Grievance Procedure. Further, an individual who has been officially designated as an EEO counselor will be precluded from representing an employee in an EEO complaint. If a representative is desired when presenting an EEO complaint at any stage, the employee, or the Union when representing an employee, shall identify in writing who the one representative is. Changes in officially designated representatives must also be made in writing. Complainants and their representatives will be free from restraint, coercion, discrimination, acts of reprisal, or interference as a result of filing a complaint or through participating in the complaint process.

Section C, Official Time. Both the complainant and the representative, if any, will be allowed a reasonable amount of official time to prepare an EEO case, and both will be allowed a reasonable amount of official time to present the case, provided arrangements have been made in advance with both supervisors.

Section D, EEO Committee and subcommittees. The Union will participate in the EEO Committee and the Hispanic, Black and Federal Women's subcommittees by nominating two or more representatives to serve on each of the committees. These nominations will be submitted to the Chief of Staff who will appoint one individual to serve on each of the committees. Appointments will be for a two year period. The Union will

submit nominations for replacements as far in advance of the expiration date as possible. Management retains the right to remove any employee from the membership of any committee for just cause. The Union, through its representatives, will participate actively in the EEO Committee by identifying problems, recommending courses of action for resolution of the problems, and defining better methods to achieve equal employment opportunity and affirmative action objectives. The Union representatives on the Committee and subcommittees will keep the Union advised of the progress, changes, and policies developed by the Committee and subcommittees.

Section E, Right to Appeal. The presentation of an informal EEO complaint to an EEO counselor shall not constitute an irrevocable election to use statutory appeal procedures under 5 USC 7121 (d).

Section F, Accommodation. In the case of handicapped employee who even with reasonable accommodation cannot perform the principal duties of his/her position, the Employer is encouraged to seek a detail position for the employee. In the meantime, the Employer will encourage the employee to update his/her OPF file and will assist the employee in identifying other jobs that he/she can perform. ~~If a vacancy exists whose duties the employee can perform with or without reasonable accommodation, selection of the employee is usually mandatory.~~

Note: This language is contrary to EEOC law. The employer is not obligated to offer an employee his/her choice of job as a reasonable accommodation.

Section G, Under-Representation. In the case of a selection for a position where under-representation has been identified, if the candidates are otherwise equally qualified, the minority or female candidate shall be selected.

ARTICLE 30 - FUND DRIVES

It is the policy of the Executive Branch of the United States Government to permit authorized agencies to solicit funds for charitable and other humanitarian purposes from Federal employees at their places of employment. The worthwhile efforts of these agencies on behalf of all citizens merit a generous voluntary contribution from employees. The Union agrees to support fund drives. Voluntary contributions will be truly voluntary giving. Any practice that involves compulsion, coercion, or reprisal directed at the individual employees because of the size of their contribution or failure to contribute is prohibited.

ARTICLE 31 - SUGGESTION PROGRAM

The Union shall give full support to the Employer's Suggestion Program in the interest of promoting efficiency, economy, and other improvements in the operation of the United States Air Force Academy. Such support shall be by word of mouth, announcements during meetings, and written encouragement to participate in the program. Dependent on space consideration, the Union will list award recipients in the Union newspaper. The Employer will provide the Union with a list of unit award recipients on a regular basis.

ARTICLE 32 - PRE-RETIREMENT COUNSELING CONFERENCE

As the need arises the Employer will conduct a pre-retirement counseling conference for employees at the Air Force Academy who may become eligible for optional retirement under Office of Personnel Management regulations from the Federal Civil Service within the year. A conference will be conducted normally once a year. The purpose of this conference is to give the employee information related to making a desirable transition from employment to retirement. The Union will be notified in advance and given the opportunity to recommend topics and speakers.

ARTICLE 33 - SUBSTANCE ABUSE

Section A, General. While it is recognized that alcoholism and substance abuse are treatable diseases, unsatisfactory job performance or misconduct due to possible abuse may be grounds for disciplinary or corrective action. This does not preclude the Employer from its responsibility under FPM guidelines on substance abuse treatment.

Section B, Training and Counseling. On an as needed basis, the Employer will provide a training program not to exceed four (4) hours in length to stress the injurious effects of substance abuse. The Employer also agrees to provide counseling service through the Social Actions Office for any employee having a drug or alcohol related problem.

Section C, Union Support. The Union will support the Employer's program by publicizing the injurious effects of substance abuse, and by encouraging its officers and representatives to become familiar with the Employer's substance abuse program. The Union can obtain available materials and information regarding the substance abuse program from the Social Actions Office. Union officials and Stewards who become aware of employee substance abuse problems will refer the employee to the Social Actions Office, which is the initial referral source for Academy personnel. At the employee's request, the Union may also inform the employee of non-Air Force agencies and treatment facilities in the Colorado Springs area. A list of such agencies and facilities will be provided to the Union by the Social Actions Office.

Section D, Random Drug Testing. It is recognized the Employer has a compelling obligation to eliminate illegal drug use from the workplace. To that end, certain positions have been designated for random drug testing because performance of sensitive and critical duties while under the influence of illegal drugs could adversely affect personnel safety, risk damage to property, impair day-to-day operations, or compromise sensitive intelligence information. ~~If a supervisor has reasonable suspicion that an employee is "under the influence" random drug testing may be accomplished.~~ Drug Testing based upon Federal guidelines will be negotiated by the Union and Employer as required by the Labor Relations statute (5 USC 71).

Note: This provision is contrary to government-wide guidelines from Health and Human Services and Executive Order 12564. Random testing has nothing to do with reasonable suspicion testing. Random testing is based on the sensitivity of the employee's position, whether he acts as if he is under the influence or not. See 42 FLRA No. 33.

ARTICLE 34 - AUTOMATED PERSONNEL RECORD SYSTEMS

Section A, Procedures. A career brief review will be accomplished with each new employee of the Air Force Academy by a member of the Civilian Personnel Office staff. The Civilian Personnel Office will conduct periodic career brief reviews with all other Academy employees to determine that career briefs are current. The methods for these reviews will be by scheduled appointment with a member of the Civilian Personnel Office staff or individual review by the employee. When the latter method of review is used, a copy of the employee's career briefs will be delivered to them in a sealed envelope addressed to the employee, (through administrative channels) for their review, signature, and return to the Civilian Personnel Office by a designated suspense date. Any experience, education or training listed in error or omitted from career brief may be corrected and/or added at this time prior to signature. Upon signature by employee for agreement with the career brief, no changes will normally be accepted for the period of time covered by the signature. Changes in the employee's personnel data file will be made only with valid documentation. Final responsibility for ensuring accuracy and updating of the employee's record is the responsibility of the employee.

Section B, Dispute Resolution. If a disagreement occurs, then every effort will be made to resolve the matter between the employee and the appropriate Civilian Personnel Office staff member. If this fails to solve the issue, the employee will be entitled to request a review of the content of the file, first with the appropriate Division Chief, and second with the final reviewing authority, the Director of Civilian Personnel. During this stage, the employee will be entitled to representation, if desired. The grievance procedure outlined in Article 40 may be used, if necessary.

ARTICLE 35 - PARKING

Section A, General. The Employer will provide parking areas for all members of the bargaining unit. Employees will park in those areas designated for them. If management determines that remote parking areas must be used, transportation arrangements will be developed before the remote areas are used. Every effort will be made to provide reserved parking spaces for individuals who are physically handicapped with regard to walking capability. Only employees who obtain and properly display a state-issued handicapped person decal, or AF Form 787, Handicapped Person Vehicle Decal, will be permitted to park in spaces reserved for physically handicapped employees. Driver must be the handicapped person the sticker was issued for.

Section B, Negotiability. New parking, not specifically for cadets, is subject to negotiation. Parking areas available for and assigned to bargaining unit employees will not be permanently changed without advance written notice. Temporary changes may be required for special activities; Union President or designee will be notified of such changes. Telephone agreements will be confirmed in writing.

ARTICLE 36 - EMPLOYEE DEBTS AND SUMMONS

Section A, Debts. The Employer will not be placed in the position of acting as a collecting agency or of determining the validity of contested debts. Each employee is expected to pay his just debts and maintain a reputation in the community for honoring debts. When an employee denies the validity of a debt which is not supported by a court judgment, the Employer will take no action until such a judgment is received by the Employer. Whenever the Employer plans to collect any debt or over-payment allegedly owed by an employee, the procedures in 5 USC 5514 (a) (2) will be followed. An employee may file a waiver through DFAS for Air Force debts by completing the appropriate forms available at the Civilian Pay Office (extension 2510).

Section B, Pay Garnishment Law Changes. The 1994 Hatch Act Reform Law (PL 103-94) requires federal agencies to honor garnishment court orders for any legal debt of an employee, and for the recovery of attorneys fees, interest and court costs. Prior to this, only alimony and child support could be garnished from federal civilian salaries. Child support and alimony court orders will take priority over court orders for other types of debts, and in the case of more than one order being served, the first one received will take priority. The total biweekly deductions for garnishment for commercial debts cannot exceed 25% of disposable pay. If the total deductions for garnishment for child support and/or alimony equal or exceed 25% of the disposable income, no deduction for garnishment for commercial debts will be processed. A \$25.00 administrative fee to offset the cost of executing the garnishment action will be collected for each garnishment order. Disposable pay from which garnishments may be deducted is pay minus the following deductions: retirement, Social Security, TSP, Federal income taxes, health benefits, basic life insurance, and indebtedness to the U.S. government. Disposable pay will be recomputed each pay period. Garnishment deductions terminate when an employee separates from the federal service or when the debt is satisfied. At separation, annual leave lump sum will be attached if the indebtedness still remains. Debts for employees on leave without pay will be placed on "hold" until the employee returns to duty. Employees subject to garnishment of their pay will be notified by letter from Civilian Payroll with instructions and the amount of the deduction. Any changes to the deduction require a court order.

Section C, Summons. If an employee is to be served with a warrant, summons, or subpoena on the Employer's premises, the

serving of the document will be done away in private from the employee's work site. In the event an employee refuses to go to the designated area, the document may be served at the work site.

Section D, Counseling. If an employee receives a written counseling regarding the existence of an alleged debt, he/she shall be informed of the opportunity to place a personal explanation in the same location where the counseling will be maintained. The counseling shall be removed after 6 months unless the Employer makes an independent determination that the alleged debt is valid.

ARTICLE 37 - LEAVE AND EARNINGS STATEMENTS

Leave and Earning Statements will be distributed as soon as possible unopened to the employees of the bargaining unit, in such a manner to protect the privacy of the statement.

ARTICLE 38 - DUES DEDUCTION

Section A, Agreement. The Employer agrees to deduct bi-weekly Local dues from the salary checks of bargaining unit employees who request the deduction. This agreement will end if the Union loses exclusive recognition.

Section B, Administration.

1. The Union will inform members that dues deduction is a voluntary program. The Union will provide Standard Form 1187 to all eligible members who are bargaining unit employees and instruct them in the proper procedure for filling them out. The Union will then forward the completed form to the Civilian Personnel Office. The SF 1187 is the only instrument to be used to document payroll allotments, including such purposes as Union insurance and legal plans.

2. The Employer, having certified that each employee submitting a completed SF 1187 is a member of the bargaining unit, will deduct the dues from the employee's salary, provided the employee has earned sufficient net pay to meet voluntary deductions. The deduction will be effective the first bi-weekly pay period beginning one week after receipt of the SF 1187.

3. The Employer will remit a check to Local 1867, AFGE, bi-weekly following the close of the appropriate pay period for the amount of dues deducted. The Employer will also send a list of employees from whose salary the dues deduction was made together with a list of any employees whose dues deduction was terminated with reason or the termination.

4. ~~Dues deduction for any employee will be terminated beginning only the first pay period following 1 March upon a voluntary submission of SF 1188, as long as the authorization has been in effect for one year. Union dues may only be terminated by the employee through submission to the Payroll Office of the Employer of a SF 1188. SF 1188's may be dispensed to employees through the Union Office and DPCE. Dues deduction can also be terminated the pay period after either (A) the Union notifies the Employer that the employee has been expelled from good standing, or# (B) the employee is assigned to a position out of the bargaining unit for more than 30 days. If the position change is temporary, the employer will restore dues deduction upon return to a bargaining unit position without requiring another SF 1187.~~

Note: This provision is contrary to 5 U.S.C. 7115(a). Employees are only required to maintain dues deductions for one year. Having a 1 March open season could force employees to maintain dues deductions for more than one year. Also, see 40 FLRA N. 60.

5. The Employer will notify the Union of drops from dues deductions (separations, position changes, SF 1188) within 30 days.

6. The Employer will change the amount of dues deduction upon receipt of written certification from the Union to the Civilian Personnel Office.

ARTICLE 39 - DISCIPLINARY ACTIONS

Section A, Just Cause. Oral admonishments, written reprimands, disciplinary demotions, suspensions and removals will be taken only for just cause.

Section B, Deleting Entries. See Article 17, Section b, for rules about creating and deleting AF Form 971 records relating to disciplinary actions. Employees will be informed when annotations concerning disciplinary actions, or proposals, are deleted or made unreadable.

Section C, Procedures. The procedures described below shall be followed for disciplinary actions including oral admonishments, written reprimands, suspensions, or removals (except those involving probationary employees). The Negotiated Grievance Procedure Article of this Agreement shall be the exclusive procedure available to bargaining unit employees for the review of these disciplinary actions except as otherwise provided for in the Negotiated Grievance Procedure. The primary goals of disciplinary actions are to develop, correct, and rehabilitate, if possible. When discipline is imposed, the progressive disciplinary principles will be used. Disciplinary actions are inappropriate when an employee refuses to obey either an unlawful order or one which places him or her in danger of serious bodily harm.

Section D, Informal Resolution Process. Within five (5) workdays of the incident, the Supervisor will notify the employee of his/her specific concerns about the employee's conduct and attempt to informally discuss the situation with the employee before formally proposing disciplinary action. The employee may request Union attendance during the discussion. The fact that the discussion was held should be annotated on the AF 971 along with whether the issues were resolved or are still being considered.

Section E, Oral Admonishment. If the Employer determines an admonishment is warranted, the following procedures will be used. The employee will be informed of the reasons for the admonishment and the facts that lead to the conclusion that the action is warranted. The admonishment will normally be administered within 35 calendar days of the occurrence of the alleged offense or when the alleged offense becomes known to Management. Documentation of the admonishment on AF Form 971 will specifically include the words "oral admonishment" along with the cause and will be removed one year from date of entry.

Section F, Written Reprimand. If the Employer determines a reprimand is warranted, the following procedures will be used. The reprimand will state specifically and in detail the reason(s) for the action. The reprimand will be served on the employee in a reasonable length of time (normally within 35 days) after the occurrence of the alleged offense or when the alleged offense becomes known to the Management Official taking the action. Only under rare and extenuating circumstances should a reprimand be given after the 35 day period. If such is necessary, the employee will be notified in writing that the matter is still under consideration and the proposed date the determination will be made. The reprimand will include a notice of the employee's right to grieve under the Negotiated Grievance Procedure.

Section G, Suspension and Removal. If the Employer determines a suspension or removal is warranted, the following procedure will be used:

1. The Employer will prepare a notice of proposed action stating specifically and in detail the reason(s) for the action. The proposed notice shall be served on the employee within a reasonable period of time (normally within 35 days) after the occurrence of the alleged offense or when the alleged offense becomes known to the Management official taking the action. Only under rare and extenuating circumstances should an extension be requested to this time period. In the event the proposed notice cannot be served within the 35 days, the employee will be notified in writing that the matter is still under consideration and approximately when a determination will be made.

2. The employee will be given 15 calendar days from the date the employee receives the proposed notice to reply orally, in writing, or both. The employee in preparing and presenting a reply to the proposed action may represent him/herself or may be represented by the Union or choose a nonunion representative.

3. The Employer will issue a written decision within 15 days. If the decision cannot be issued within 15 calendar days from the end of the employee's reply period, the Employer will notify the employee approximately when a decision will be made.

4. If the decision is to effect the action the notice of decision will include applicable appeal rights and the employee's right to grieve under the Negotiated Grievance Procedure.

Section H, Mitigation. Proposed actions may be withdrawn or less severe actions may be substituted without issuing a new notice of proposed action. A more severe action may not be substituted without issuing a new notice of proposed action.

Section I, Exceptions to Notice Periods. The notice periods described above are not applicable when the Employer finds it necessary to take an immediate action to suspend or remove an employee. The normal cause for the immediate action would be when the employee's retention might result in damage or loss to property or funds; the retention might be detrimental to the interest of the Government; the retention might be injurious to the employee, other workers, or the general public; or there is reason to believe that the employee is guilty of a crime for which a prison sentence can be imposed. ~~In instances of this nature, grievance or appeal action, if appropriate, of the initial action will be combined with any subsequent adverse action which is taken.~~

Note: This is a denial of due process, and violates the 4th Amendment of the Constitution.

Section J, Written Notice. In all cases of written (decision and/or proposed) disciplinary actions, the Employer will furnish the employee with the original notice. After the decision has been issued the employee may represent him/herself or be represented by the Union in the grievance procedure. If the affected employee elects to use the statutory appeal procedure, he/she may designate the Union or other representative of his/her choice. If the employee designates Union as the representative, copies of all subsequent correspondence addressed to the employee will be furnished to the Union representative.

Section K, Management Considerations. In determining what, if any, disciplinary action is appropriate, management will consider appropriate factors from the following list:

1. The nature and seriousness of the offense, and its relation to the employee's duties, position, and responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated.
2. The employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public and prominence of the position.
3. The employee's past disciplinary record.
4. The employee's past work record, including length of service, performance on the job, ability to get along with

fellow workers, and dependability.

5. The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon supervisors' confidence in the employee's ability to perform assigned duties.

6. The consistency of the penalty with those imposed upon other employees for the same or similar offenses in like or similar circumstances.

7. The consistency of the penalty with the Guide to Disciplinary Actions.

8. The notoriety of the offense or its impact upon the reputation of the Air Force.

9. The clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question.

10. The potential for the employee's rehabilitation.

11. The mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice or provocation on the part of others involved in the matter.

12. The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

Section L, Guide to Disciplinary Actions.

1. The Employer will provide to the Union a guide to reprimands, suspensions and removals. This guide informs employees of penalties and assists supervisors in selecting appropriate penalties. It does not replace supervisory judgments and it does not dictate penalties; rather, this guide provides a general framework within which supervisors may exercise judgment in dealing with particular circumstances.

2. The "Cause of Action (Offense)" column does not include every potential cause. In using this column the supervisor relates the current cause of action to those described in determining the appropriate action. By relating the nature and seriousness of the current offense to the fundamental character of those listed, the supervisor may fit this offense into the general framework.

3. The "Typical Penalty" columns establish the range of penalties within which the penalty to be assessed usually falls. These ranges impose no mandatory penalties, except as required by law.

ARTICLE 40 - NEGOTIATED GRIEVANCE PROCEDURE

Section A, Introduction. The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances. This procedure shall be the exclusive procedure available to the Employer, the Union and bargaining unit employees for resolving grievances except as provided in Section C of this Article. A grievance means any complaint:

1. By any bargaining unit employee concerning any matter relating to the employment of the bargaining unit employee.
2. By the Union concerning any matter relating to the employment of any bargaining unit employee; or
3. By any bargaining 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.

Section B, Questions Regarding Whether the Matter is a Grievance. A grievance is any complaint within the definition in S USC 7103 (a) (9). Unless excluded by specific language in this Agreement, a grievance may be filed over any matter grievable by law. Where a statute provides a longer period of time to file a claim than that provided in this Article, the statutory period shall control. Questions which cannot be resolved by the parties as to whether or not a grievance is on a matter subject to the grievance and arbitration procedures of this Agreement may be referred by either party to arbitration as a threshold matter. Questions of grievability or arbitrability may be referred by the grieving party to arbitration as a threshold matter only after the parties have discussed the issues and made a concerted effort to resolve the issues.

Section C, Exclusion. Grievances concerning the following matters are specifically excluded from coverage of this procedure:

1. Any claimed violation of subchapter III of Chapter 73 of Title S USC (relating to prohibited political activities);

2. Retirement, life insurance, or health insurance;
3. A suspension or removal relating to national security (Section 7532 of Title 5 USC);
4. ~~Any examination, certification, or appointment directly related to initial conditions of employment;~~

Note: This does not comply with 5 U.S.C. 7121(c)(4), which reads, “any examination, certification, or appointment.”

5. The classification of any bargaining unit position which does not result in the reduction in grade or pay of a bargaining unit employee; (The classification appeal process is to be used for concerns with title, series, grade and pay plan of a position. Duties and content of the job description are grievable.)
6. Failure to be selected for promotion when proper promotion procedures are used, that is, non-selection for promotion from a group of properly ranked and certified candidates or an action required to be taken by the Employer under provisions of statute or instructions of OPM;
7. An action terminating a temporary promotion and returning the employee to the former position or comparable position from which temporarily promoted;
8. Nonadoption of a suggestion or disapproval of a quality salary increase, performance award, or other kind of honorary or discretionary award;
9. A preliminary warning or notice of a specific action which, if effected, would be covered under this grievance procedure (e.g., a notice of a proposed suspension) or would be excluded from coverage under this section;
10. Separation actions taken on an employee serving a trial or probationary period or on an employee serving under a TAPER appointment.

Section D, Grievance versus Statutory Procedure. An aggrieved bargaining unit employee affected by discrimination (Ref 5 USC 2302 (b) (1)), a removal or reduction in grade based on unacceptable performance (Ref 5 USC 4303) or other adverse action (Ref 5 USC 7512) may raise the matter under a statutory procedure or the Negotiated Grievance Procedure, but not both. For the purpose of this article and pursuant to 5 USC 7121, an employee shall be deemed to have exercised this option under this section when the employee timely initiates an action under the applicable appeal procedure or timely files a written grievance under provisions of this Article.

Section E, General Provisions.

1. **Official Time.** A reasonable amount of official time without charge to leave will be afforded in accordance with the following:

a. To the employee, if otherwise in an official duty status, to informally discuss with the first-line supervisor a complaint the employee may have covering matters under this Agreement.

b. To a Union representative, if otherwise in an official duty status, to informally discuss with the appropriate operating official complaint the Union may have concerning matters under this Agreement.

c. To the employee and a Union representative, if both are otherwise in official duty status, for preparing and presenting a formal grievance.

d. To a Union observer, otherwise in an official duty status, in those instances where this Negotiated Grievance Procedure or Chapter 71 of S USC provides for such an observer to attend a grievance meeting under Steps 2 and 3 of this procedure.

2. **Representation Rights.**

a. An employee is entitled to Union representation at any stage of the grievance procedure. Any employee or group of employees may personally present and process a grievance hereunder without a representative. A representative of the Union will be given the opportunity to be present on official time, if otherwise in an official duty status, during a grievance processing.

b. In the event of a group grievance, where the group is represented by the Union, the Union will designate, in writing, a person to act for the group. One Union representative will be allowed on official time. If the group chooses not to be represented, the group will designate, in writing, one spokesperson to act for the group.

c. See Article 5, Sections C and E, for selection of steward.

d. During the processing of grievances at steps 2, 3 and 4 the Union may supply additional Union paid representation. The Employer is also entitled to additional representation.

e. Academy employees, including Union representatives, will not leave Academy premises, except on their own time to work on grievances, except under special conditions, then prior written approval must be obtained from the Agency representative.

f. Only the Union (except for employees otherwise excluded under Article 2 of this Agreement) may represent employees on grievances processed under the Negotiated Grievance Procedure, if the grievant chooses to be represented.

g. If the employee is represented, the grievance deciding official will notify the Union office by telephone promptly (normally same day) after issuing the grievance decision that the decision has been issued and a copy is being mailed to the Union.

3. Time Limits. When the last day of a period provided for filing a grievance or for arbitration falls on a weekend or a holiday, the deadline will be extended to the next work day. Failure to comply with the time limits specified in this procedure may be cause to deny a grievance filed hereunder unless the prescribed time limits are extended by mutual agreement of the Employer and employee or Employer and Union representative where the employee is represented by the Union. If the Employer fails to respond within the time limits, without extension, the Union may advance to the next step. Failure to advance the grievance will constitute withdrawal. A grievance over a continuing practice or condition or one that has been given a reasonable application test period may be filed within 90 days.

4. Contents of Grievance. Every grievance presented or filed under this procedure must contain the following information (in writing at Steps 2, 3 and 4):

a. Name of the grieving employee or statement that the grievance is filed on behalf of the Union with the appropriate signature.

b. An explanation of the grievance in sufficient detail for management to properly consider the grievance issue(s). A grievance elevated from one step to the next step will not

include issues which were not submitted for review at the previous step. However, new examples or explanations which are directly related may be cited at the next step.

c. If an employee grievance - a statement as to how the employee is personally affected, if applicable, by the question of application or interpretation of the Agreement.

d. If a Union grievance - a statement identifying the employees in the Unit affected, if appropriate, and how they or the Union are affected by the interpretation or application of the Agreement.

e. If a group grievance - a statement identifying the employees in the group affected, designation of the person to act for the group, designation of the Union representative for the group, and how the group is affected by the application or interpretation of the Agreement.

f. The specific corrective action or interpretation requested or desired.

g. The name of the employee's initial Union representative or a statement that the employee is unrepresented.

h. Copies of any documents related to the grievance.

i. Unless the grievance starts at Step 2 or 3 under paragraph F-1 of this Article, a Step 2 grievance will include information about Step 1. If Step 1 was in writing, include copies of the grievance and answer. If Step 1 was verbal, include at least the date and summary of grievant's Step 1 presentation to his or her supervisor, and the date and summary of the supervisor's response.

Section F, Procedural Steps.

1. **Employee Grievances.** The following steps will be taken in order by an employee having a complaint under this contract except that:

a. Grievances involving the following matters will be introduced at Step 2:

(1) Letter of reprimand.

(2) Suspensions of 14 days or less

b. Grievances involving the following matters will be introduced at Step 3:

- (1) Adverse actions taken under 5 USC 7512
- (2) Actions taken under 5 USC 4303
- (3) Reduction-in-force actions.

c. In cases of disciplinary actions, in the unusual case where the person who would normally answer the grievance decided or directed the action, the Employer will consider using another management official to decide the grievance.

STEP 1, Informal Grievance. Within 20 calendar days after the occurrence of the event giving rise to the complaint or the date it becomes known to the employee, the employee will present the matter to the immediate supervisor. If the employee desires Union representation at this stage, the employee will notify a Union representative (usually the steward in the immediate geographical area). The employee, or representative (if any), will specifically inform the immediate supervisor that the complaint is a grievance. If the employee grieves in writing, the supervisor will respond in writing.

Within 20 calendar days after receiving a written or oral complaint the immediate supervisor will issue a decision to the employee and the representative (if any). If the employee is not satisfied with this decision, the employee will immediately advise the supervisor if the employee intends to grieve formally.

STEP 2, Formal Grievance. Within 20 calendar days after receiving the Step 1 decision, the written Step 2 grievance shall be delivered to the Civilian Personnel Office (DPCE) if the employee is not satisfied with the Step 1 decision. Grievances introduced at Step 2 must be submitted to DPCE within 20 calendar days after the discipline or performance rating.

Within 20 calendar days after receipt of a Step 2 grievance, the Employer does both "a" and "b" of the following:

a. DPCE will determine compliance with this Article and, if acceptable, forward the grievance to a management official higher up the Chain of Command from the Step 1 supervisor. The supervisor's accepting and answering a grievance at Step 1 does not imply compliance with this article. If not acceptable under the criteria established under this article, the Step 2

grievance will be returned to the employee and representative (if any) with deficiencies noted; the employee will have 5 calendar days to resubmit the grievance by presenting to DPCE the requested information.

b. The deciding official will meet with the employee and Union representative (if represented), review the grievance file and any evidence not previously considered, conduct such investigation and interviews as in the opinion of the official is necessary to resolve the complaint, and render a written decision to the employee.

c. If the employee is still not satisfied with the decision, the grievance may be advanced with written notice including explanation as to why remedies granted were not sufficient. Also, copies of the written grievance and decision letter will be provided by the representative.

Step 3. If the employee is still dissatisfied after receiving the Step 2 decision, the employee may submit the written grievance to DPCE for consideration of the grievance by the major organization commander, or designated operating official. The request for consideration must be submitted within 20 calendar days after either (1) receipt of the Step 2 decision, or (2) the effective date of the action (Section F 1 a above), or (3) for grievances involving discrimination, the event giving rise to the grievance or the date it becomes known to the employee.

If the employee is still not satisfied with the decision, the grievance may be advanced with written notice including explanation as to why remedies granted were not sufficient. Also, copies of the written grievance and decision letter will be provided by the representative.

Within 20 calendar days after receiving the Step 3 grievance, the major organization Commander, or designated operating official, will meet with the aggrieved employee and representative (if any), review the grievance file and any evidence not previously considered and provide the employee and the Union (if representing the employee) a copy of the written decision. The meeting will not be held if mutually agreed upon between the Employer and Union, or employee if unrepresented. A grievance decision at any step by a manager who normally makes Step 3 decisions will be considered a Step 3 decision and the Agency will notify the Union in writing that the person is the Step 3 official.

Step 4. For those issues which may proceed to arbitration: If the matter is not resolved to the satisfaction of the aggrieved party, only the Union may invoke arbitration. If the Union desires to proceed with arbitration, the written request will be submitted within 20 calendar days of receipt of the written Step 3 decision of the Employer. If the Union elects not to proceed to arbitration, the decision of the Step 3 official will be final and not subject to further grievance procedures.

2. Union Grievances. The Union may initiate a grievance as follows:

a. The Union President will present the grievance in writing to the appropriate management official or to DPC, as appropriate, within 20 calendar days after the occurrence of the event which gives rise to the grievance or within 30 calendar days of the date when the event is discovered or reasonably should have been discovered. ~~The Union is not precluded from obtaining relief personal to employees in a Union grievance.~~

Note: If an employee has sought personal relief in another forum, this scenario would be contrary to statute, 5 U.S.C., which limits appeals to the negotiated grievance procedure or the appellate procedures of 7701 but not both.

b. The parties shall meet within 20 days to discuss the grievance.

c. The Agency Representative shall render a written decision to the grievance within 20 calendar days of the meeting.

d. If unresolved, the Union may file a written grievance with the Superintendent/Chief of Staff, USAFA, within 20 calendar days of receipt of written decision (cc above)

e. Within 20 calendar days, the Superintendent/Chief of Staff will provide a written decision to the Union.

f. If the grievance is still unresolved, the Union will notify the Employer within 20 calendar days after receipt of the Superintendent's/Chief of Staff's decision of the Union's intent to arbitrate under Section G.

3. Employer Grievances. The Superintendent/Chief of Staff or designated representative may initiate a grievance as follows:

a. The Employer or designated representative and applicable management representative(s) informally discuss and resolve with the Union President or designated representative within 20 calendar days of the occurrence of the event which gives rise to the grievance or from the date it became known to management, whichever is later.

b. If unresolved, the Employer or representative will file a written grievance with the Union within 20 calendar days after said discussion.

c. The Union President or designated representative will provide a written decision within 20 calendar days of receipt of the written grievance from the Employer or designated representative.

d. If still unresolved, the Employer or designated representative will notify the Union President or designated representative within 20 calendar days of receipt of the decision of the Superintendent's/Chief of Staff's intent to arbitrate under Section G.

4. Extensions. The requesting party will confirm in writing extensions to grievance time limits.

Section G, Arbitration. If the Union or the Employer invoke arbitration, such grievance will be resolved in accordance with the arbitration procedures described below.

a. Arbitration may be invoked only by the Union President or the Employer (Superintendent/Chief of Staff).

b. Within 20 calendar days from the date of the request for arbitration, either party may request the Federal Mediation and Conciliation Service to provide a list of seven impartial persons qualified to act as arbitrators. The parties shall mutually agree to the geographical area from which the arbitrators shall be drawn. The parties shall meet after receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, the Employer and the Union will each strike one arbitrator's name from the list of seven and will then repeat this procedure. The remaining person shall be duly declared the arbitrator.

c. If for any reason the Employer or Union refuses to participate in the selection of an arbitrator, the Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case.

d. The arbitrator's fee, incidental expenses and travel pay, and cost of transcript, if mutually agreed a transcript be made, will be borne equally by the Union and Employer. The arbitration hearing will be held, if possible, on the Employer's premises during regular day shift hours of the basic work week. Employee participants in the hearing will be in a

duty status. ~~The Arbitrator's bill shall be automatically reduced by five percent for each day past the due date that the Arbitrator is late in mailing the award.~~

Note: Arbitrators are not bound by the Bargaining Unit Contract, since they are not a party to the agreement. This provision is contrary to contract law principles.

e. The arbitrator will arrange a mutually satisfactory time to hear the grievance, at which time both parties shall appear and present testimony either orally, in writing, or both. The arbitrator will be in complete charge of the hearing. If either party prepares a verbatim transcript of the hearing, a copy will be provided to the other party without charge. The arbitrator shall furnish a complete report and award with transcript, if any, in writing to the Employer and the Union within 30 days following the close of the hearing.

f. The arbitrator's award shall be binding on the parties. Either party may file an exception to or request a review of the award under applicable regulations.

g. The Arbitrator may award attorney fees to the prevailing party in any case where a statute authorizes such an award.

h. The Arbitrator may, upon motion of a party, authorize and supervise pre-hearing discovery procedures. The arbitrator may also, upon motion of a party, order interim relief.

Section H, Expedited Grievance/Arbitration Process. The parties agree that certain matters are properly handled as expeditiously and as simply as possible. To that end, the parties agree to the following expedited grievance/arbitration procedure.

1. The parties may mutually agree to place a grievance in the expedited grievance/arbitration process in lieu of appealing through the normal steps of the grievance procedure. The agreement needs to be in writing.

2. The Arbitrator will be requested to convene a hearing within 30 days after his selection. Normally, no transcript will be allowed at the hearing and no post-hearing briefs will be permitted. The parties will mutually agree to exceptions. The arbitrator shall deliver his or her written decision within 14 days after the close of the hearing.

3. The Arbitrator shall bear in mind that expedited arbitration should normally last no more than a single day. The parties shall agree in advance to the maximum amount of time for each presentation. The Arbitrator shall endeavor to ensure that agreement is upheld.

ARTICLE 41 - OTHER EXCUSED ABSENCES

Section A, Family and Medical Leave Act (FME5A).

1. Entitlement. The Family and Medical Leave Act of 1993 provides covered Federal employees with entitlement to 12 workweeks of unpaid leave during any 12-month period for the following purposes: the birth of a son or daughter of the employee and the care of such son or daughter; the placement of a son or daughter with the employee for adoption or foster care; the care of a spouse, son, daughter, or parent of the employee who has a serious health condition; or a serious health condition of the employee that makes the employee unable to perform the essential functions of his or her position. Under certain conditions, FMLA leave may be taken intermittently, or the employee may work under a work schedule that is reduced by the number of hours of leave taken as family and medical leave. FMLA leave is in addition to other paid time off available to an employee. However, if the employee wishes to use some paid leave as part of the FMLA leave, the request will be written.

2. Job Benefits and Protection. Upon return from FMLA leave, an employee must be returned to the same position or to an equivalent position with equivalent benefits, pay status, and other terms and condition of employment. An employee who takes FMIA leave is entitled to maintain health benefits coverage. The employee may pay the employee share of the premiums on a current basis or pay upon return to work.

3. Advance Notice and Medical Certification. The employee must provide notice of his or her intent to take family and medical leave not less than 30 days before leave is to begin or as soon as is practicable. The Employer may request medical certification for FMLA leave taken to care for an employee's spouse, son, daughter, or parent who has a serious health condition or for the serious health condition of the employee.

Section B, Emergency Rescue or Protective Work. Normally limited to five (5) days per year for an employee to participate in emergency rescue or protective work such as fire, flood, or search operations.

Section C, Voting or Voting Registration. Excused absence for an amount of time necessary to permit the employee to vote up to three hours after polls open or leave work 3 hours before they close. Normally, where the polls are open either

3 hours before or 3 hours after the employee's regular duty hours, no time off is granted. Most Academy employees have adequate time to reach the polls before or after their shifts without needing extra time.

Section D, Blood and Organ Donations. Employees may be excused for the time necessary to donate blood, for recuperation following blood donations, and for travel time. The maximum excusal time should not exceed 4 hours. Bone Marrow and Kidney donors may also be granted up to 4 hours excused absence for each related procedures. The approving authority for organ donation leave is the Vice Commander.

Section E, Court Leave. Employees may take a leave of absence from duty without loss of pay or charge to annual leave to perform jury duty in a federal, state or municipal court, or to serve as a witness for the USA, the District of Columbia or state or local government. It is Air Force policy not to request that employees be excused from jury service except in cases of extreme emergency. Employees cannot be granted court leave while in a nonpay status. An employee who works a night shift is granted court leave during the day on which the night shift begins or ends. Employees are normally expected to return to duty when excused from jury duty. Employees must furnish the supervisor the court order, subpoena, or summons or submit written evidence of attendance in court. Fees received for jury and witness service must normally be submitted to the civilian payroll office. Fees for parking and/or lunch may be retained.

Section F, Military Leave. In order to be absent from duty without loss of pay to perform military duties, an employee must be a member of a Reserve or National Guard component, serving in an appointment not limited to 1 year or less, and not working an intermittent schedule. Full-time employees accrue 15 days of military leave each fiscal year. (Part-time is proportional to hours of work.) Military leave which is unused may be carried over to the next fiscal year. Requests must be supported by orders. Upon return to work, the employee must furnish certification that the active duty was performed. Neither annual leave nor leave without pay may be granted until the employee has used all military leave.

Section G, Administrative Dismissal. Administrative dismissal is granted when employees are released from duty because all or part of an activity is closed or when there is late reporting or phased departure. This includes closing an

activity for emergency conditions or managerial reasons, hazardous weather conditions or disasters. Only the Vice Commander has authority to grant administrative leave for the absences.

Section H, Voluntary Leave Sharing Program. An employee who is experiencing a personal medical emergency or a family medical emergency may request to receive transferred annual leave directly from other employees. Medical documentation is required. The application forms (USAFA Form 100) which must be signed by the first level supervisor are available in the Civilian Personnel Office.

ARTICLE 42 - FIREFIGHTERS

Section A, Tour of Duty. The basic tour of duty for Firefighters will normally be 72 hours a week consisting of three 24-hour shifts. The shift hours are usually from 7:30 a.m. to 7:30 a.m.; some mission requirements dictate uncommon shifts. Each shift will normally consist of at least eight hours of actual work in accordance with governing# regulations. he tour of duty shall include time for actual work and standby. The period for standby time (including sleep time) shall not normally exceed 16 hours within the tour of duty unless authorized by the senior officer on duty. If Management determines it is necessary to work during standby time, it will be accomplished as expeditiously as possible. Make-work projects will be discouraged. In any event, the decision of whether or not work is necessary will be made by management. When not performing duties during standby time, employees will be free to eat, sleep, . read, exercise, listen to the radio or engage in other similar pursuits, while at their duty station. For sick leave requests, firefighters will make every attempt to "call in" prior to the start of the shift.

Section B, Early Relief. Early relief is the practice by which a person reports for duty before the scheduled start of his own shift, in order to relieve from duty a person who is working the previous shift. Firefighters may engage in early relief, upon approval of their immediate supervisor, where the following requirements are met: personnel exchanging duties must be of equal rank and/or have the particular skills and abilities necessary to perform one another's duties, personnel reporting in on early relief will be required to report to the immediate supervisor on duty along with the person being relieved so written entries can be made in the official log book, ~~the exchange will not result in increased entitlement to overtime or premium pay for either employee involved,~~ normally no more than one early relief will be allowed per shift, and early relief time may be no more than one hour before the scheduled shift expiration/starting time.

Note: This provision is contrary to the Fair Labor Standards Act and requires falsification of timecards. See 5 C.F.R. 551.521.

Section C, Trading Time. Employees may exchange time with a scheduled off-duty Firefighter, upon approval of their Assistant Fire Chief, where the following requirements are met: personnel exchanging duties must be of equal rank and/or have the particular skills and abilities necessary to perform one another's duties, the written request to exchange time is submitted at least one shift before the first date on which they want to exchange time, the request will be signed and dated by both employees and will contain the dates and time each employee is to trade and pay back, these two dates must

fall within the same pay period, the exchange will not result in increased entitlement to overtime or premium pay for either employee involved, trading of time will not result in back-to-back shifts. This is an experimental procedure which may be terminated by either party with a 30-day notice.

Section D, Clothing.

1. Employer issued equipment will include safety shoes and, upon request, wool inserts for gloves.

2. All Memoranda of Agreements/Understanding concerning the purchase of Fire Retardant Uniforms remain in effect and will not be superseded by this contract. They may be reopened for negotiations contingent upon results of an employee survey.

Section E, Training. Training will be conducted as required by the Employer. In most cases, training will be accomplished between the hours of 7:30 am and 4:00 p.m.

Section F, Physical Exercise Program. Employees of the Fire Protection Directorate must participate in the Employer provided physical fitness program. The Employer will attempt to schedule the physical fitness program exercises during the normally scheduled 8 hours of actual work. If the scheduled exercises are delayed due to scheduled duties, training, stand-bys or emergency responses, the exercise program may be conducted during stand-by time.

Section G, Physical Examinations. The Employer will provide the required, annual physical examinations. Medical records are available at the Cadet Clinic for personal review under normal procedures for reviewing medical records. If the employee is disqualified for fire fighting duties, he/she will be given notice, and the Fire Chief will be notified. The Fire Chief may provide light duty until the medical problem has been corrected, if the disability is of a temporary nature.

ARTICLE 43 - PERFORMANCE RECOGNITION AND AWARDS

Section A, Awards for Civilian Employees. The following are performance recognition and awards available to supervisors for rewarding above fully successful performance of their civilian employees. Supervisors are encouraged to use incentive awards during the year and consider performance awards at annual appraisal time.

1. Performance Award (PA). PAs are cash awards based upon an employee's annual performance appraisal. It recognizes Superior ratings first, then Excellents and may be given for Fully Successful ratings, if at least one critical elements is exceeded, and Superiors and Excellents have been recognized first. Amounts should be greater for Superiors then Excellents, Excellents greater than Fully Successful.

2. Quality Step Increase (QSI). QSIs are given to only GS employees who must have the overall rating of Superior. The employee must be in at least step 4 of his/her grade and is only allowed one QSI per 3-year period.

3. Incentive Awards Given Other Times During the Year.

a. On-the-Spot Cash Award. Recognizes contributions to the efficiency, economy, significant reductions in paperwork, improvement in government operations, or a special act or service in the public interest- related to employment.

b. Notable Achievement Award (NAA). Recognizes a specific noteworthy contribution -as a one time occurrence.

c. Special Act or Service Award (SASA) Recognizes a noteworthy contribution of an employee who significantly exceeded job requirements.

d. Other Recognition (noncash).

(1) Time-off Awards. Provides recognition for effective/efficient/productive accomplishments as a one-time, high quality accomplishment OR in combination with a monetary performance award for the appraisal period. The first level supervisor approves up to 8 hours; second level supervisor coordinates on more than 8 hours, with a maximum of 40 hours for a one-time occurrence with no more than 80 hours per leave year. The time off is not granted until supervisor receives SF-50B from CPO.

(2) Letter of Appreciation. Demonstrates appreciation for work performance that is better than normally expected. Not used in conjunction with the annual appraisal. Copies are filed with the employee's AF Form 971.

(3) Letter of Commendation. Used any time to commend employee for any unusual achievement/contribution which does not meet criteria for cash awards. Not used in conjunction with the annual appraisal. It is filed in the Official Personnel Folder.

(4) Honorary Awards. Nonmonetary awards valued at less than \$50 and having an award or honor connotation and displaying a logo, insignia or inscription clearly identifying its purpose (e.g., plaques, trophies, jackets, caps, mugs, pens, watches, etc.).

(5) Other Honorary Recognition. There are approximately 30 other types of recognition (Federal and nonfederal) for which civilian employees are eligible. Nominations are solicited by announcement in the Academy Bulletin.

Section B, List of Awards. ~~The Employer will provide the Union semiannually with a list of all bargaining unit award* recipients,~~ to include Time-Off Awards, Incentive Awards, Honorary Awards (when recorded in the OPF, Suggestion Awards and Performance Awards.

Note: Since USAFA is on a Pass/Fail system, release of such information would violate the Privacy Act. See 52 FLRA No. 113.

Section C, Exclusion. Procedures used for granting awards are subject to negotiations. However, grievances concerning nonadoption of a suggestion or disapproval of a quality salary increase, not granting a performance award or other kind of honorary or discretionary award are specifically excluded from coverage of the negotiated grievance procedure.

ARTICLE 44 - DISTRIBUTION OF THE AGREEMENT

Section A, Distribution. The Employer shall ensure that a copy of this Agreement is furnished to all employees after it is signed by the Union President and the Commander. Each new employee shall also receive a copy of this Agreement from the Employer.

Section B, Printing and Costs. The Employer shall bear the responsibility and cost for printing copies of this Agreement. If possible, the Agreement shall be printed in a convenient, pocket size with covers of durable stock. The colors used in printing and the information shown on the cover shall be subject to negotiation. The Employer shall furnish the Union with an initial supply of 250 copies of the Agreement and such additional copies as needed. The Employer agrees to the use USAFA Defense Printing Service.

ARTICLE 45 - DURATION AND EFFECTIVE DATE OF AGREEMENT

Section A, Duration. This Agreement will remain in full force and be effective for three years from the date approved by the Head of the Agency. Either party may open selected articles annually in conjunction with the Anniversary date of this Agreement.

Section B, Renegotiation, Renewal, and Midterm Changes. Either party may give written notice to the other, not more than 90 or less than 60 days prior to the anniversary or terminal date of this agreement, of the parties intent to renegotiate articles of this agreement. The timing of the exchange of proposals and the beginning of negotiations will be negotiated after said notice occurs. The present agreement will remain in full force and effect during its renegotiation, until such time as a new agreement is approved. If neither party serves notice to renegotiate this agreement, the agreement shall be automatically renewed for a three year period, subject to Section C of this article.

Section C, Change in Law or Regulation. Should any part or any provision of this agreement be rendered or declared invalid or illegal by reason of any existing or subsequent law, regulation or ruling, the invalidation of such part or provision of this agreement shall not invalidate any of the remaining parts or provisions of this agreement, and they shall remain in full force and effect.

ARTICLE 46 - BEEPER/TELEPHONE STANDBY (BTS) - WG Employees

Section A, Introduction. Some wage grade bargaining unit employees are required to be within reach via telephone or beeper, fit for duty, and able to return to work outside of regular duty hours. These employees will be considered in a modified duty status.

Section B, Status. A designated employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted. An employee is required to remain in a state of readiness to perform work. The employee is expected to report to duty within one hour after being contacted. Employees living outside of a 50 mile radius will most likely be unable to safely meet this time limit and should work with the supervisor to establish whether they can safely meet the agency's needs.

Section C, Miscellaneous Provisions.

1. Designating Employees. The Employer will determine which employees are subject to ETS under this agreement, and make such determination a matter of record on Supervisor's Employee Brief CAP Form 971). The Employer's determination will include which work centers (shops) the employee may be working in while BTS.

2. Pay.

~~a. **BTS Pay.** An employee required to be on BTS shall be reimbursed based upon the following equations:~~

~~employees working 12 hour shifts and on BTS for the remainder of the 24 hour period until the beginning of the employees next work shift will receive equivalent of 1/4 hour standby pay;~~

~~employees working 8, 9 or 10 hour shifts and on BTS for the remainder of the 24 hour period prior to the beginning of the employee's next work shift will receive an equivalent of 1/2 hour of standby overtime pay; and,~~

~~employees required to be on BTS on their days off will be reimbursed at the rate of one hour standby pay per day.~~

~~The remainder of the time is spent in a callback status.~~

NOTE: ~~Time cards will not reflect the exact hours of duty for employees on BTS. They will reflect only the equivalency of~~

~~overtime hours according to the above formulas. T'BTS" should be put in the remarks section of the timecard.~~

Note: This provision calls for the falsification of timecards and is contrary to government-wide pay regulations. In order to be compensated, employees would be required to be in a standby status or actually performing work.

b. Call Back Pay. If called back to work, the employees will be paid additional pay to the BTS according to the prevailing government-wide pay regulations. Generally, this will be the appropriate premium rate for a minimum of two hours for work performed on the Employer's premises.

3. Voluntary/Mandatory. The Employer will first ask for volunteers of the designated employees for BTS. If there are no volunteers, BTS status will be assigned on a rotating basis (normally one week at a time) from employees determined qualified by the Employer. The rotation should be based on the SCD dates with the most junior first. The Employer will notify employees at least seven days in advance of the scheduled BTS duty. Employee desires about scheduling will be taken into consideration when applying rotation. An employee may swap his or her BTS assignment or find a replacement.

4. Contacting the Employee. It is the employee's responsibility to ensure he or she is available to be contacted by at least one of the Employer-designated means of contacting employees. These means are by telephone or Employer provided electronic device (beeper/pager). If the employee provides an unlisted telephone number to the Employer and requests it be used for official use only, the Employer will use it for official use only and will not print it on duty rosters or any other circulated document.

5. Reporting. An employee called back to work will report as soon as reasonably possible within one hour.

6. Employee Emergency. In the event of a personal emergency of an BTS employee, the employee will contact the Employer per established procedures to request relief from BTS.

ARTICLE 47 - SMOKING POLICY

In compliance with the Department of Defense and Air Force policies, all Academy office buildings and work facilities, ~~with the exceptions of building 9020 and several of the Services activities which have designated smoking areas,~~ are NO SMOKING buildings. That is, absolutely no smoking inside the buildings. This agreement supersedes all other negotiated smoking agreements.

For buildings which have not already established outside smoking areas, negotiations for such will be quickly conducted building by building. Employees who smoke are expected to - respect the rights of nonsmokers by smoking only in authorized smoking areas.

Note: Smoking inside government buildings is prohibited by Executive Order 13058.

ARTICLE 48 - NEGOTIATING PROCEDURES ON CHANGING CONDITIONS OF EMPLOYMENT

Section A, Management's Notice. Management agrees to provide the Union with advance notice of change to conditions of employment. Changes affecting the entire bargaining unit will be provided in writing to the Union office. Changes affecting smaller groups of the bargaining unit will be provided to use either the Union office or the nearest steward. The Employer's notice may include the target implementation date and/or a date for the Union to respond. The Employer's written notice is considered a negotiating proposal.

Section B, Union's Response and Joint Information Exchange. Upon timely request by the Union (14 calendar days unless a different deadline is set by the Employer), the parties will meet to discuss the change and share information (written and/or oral)

Section C, Union's Negotiating Proposal. If the Union wishes to negotiate, the Union will present its proposal within 7 calendar days from the date of management's notice or the meeting referenced in Section B, whichever is later. A shorter period may be required for urgent issues. The proposal will normally be in writing, but may be verbally presented at a negotiating session.

Section D, Negotiating Sessions. Negotiating sessions, if appropriate, will follow. ~~Verbal agreements will be followed up in writing.~~

Note: This provision precludes the statutory right of the requesting party to demand that the agreement be in writing at the time of the request. See 5 U.S.C. 7114(b)(5) and 14 FLRA No. 46.

Section E, Official Time. Union representative will be granted official time under the provisions of 5 USC 7131 and Article 6 of this agreement, and no Union representative has the Authority to negotiate any issue without written permission from the Union President. Only the Union President or designee has authority to sign Memorandum of Understanding or Agreement.

ARTICLE 49, REPORT OF SURVEY

Employees who have been found negligent and ordered to pay for lost or damaged government property under a Report of Survey have the right to:

1. Within 30 days of the order, Appeal under APR 68-1, Chapter 13. Reports of Survey for Air Force Property, and subsequently file a claim with the General Accounting Office; or,
2. Grieve under the Negotiated Grievance Procedure, Article 40, of this Agreement.
3. The collection of any debt or overpayment from an employee shall be suspended pending the final outcome of the procedures described above, up to and including arbitration.

ARTICLE 50 - DIRECT DEPOSIT

Section A, Condition of Employment. Direct Deposit/Electronic Fund Transfer (DD/EFT) is the standard method of payment for all Department of Defense employees. DD/EFT is a payment method that allows individuals to have their net pay sent directly to their account of choice (checking, savings, etc) at their designated financial institution. DD/EFT is encouraged for all and required for employees meeting any of the following: newly hired, competitively promoted or reassigned, separated and reemployed, mobilized, or recalled to military active duty.

Section B, Notice. The Employer will notify new employees during in-processing about the condition of employment and their right to in-processing about the condition of employment and their right to request a temporary waiver. The Employer will include the condition of employment on Mandatory Readings, Advisements and Briefings Checklist, USAFA Form 89, or equivalent, and cover the topic annually in the Civilian Personnel Newsletter.

Section C, Procedure. To start or change DD/EFT, employees need to complete Direct Deposit Sign-up, Standard Form 1199A, including the part to be completed by the financial institution, and submit it to the Civilian Pay Office (room 222 in Harmon Hall, office symbol FMFPC, telephone 2510).

Section D, "Grandfathering." Employees not participating in DD/EFT may continue to not participate as long as none of the conditions in Section A of this article apply.

Section E, Waiver. If an employee cannot establish an account, he or she may request a temporary waiver. Temporary waivers may be granted because of financial difficulty or other extenuating circumstances. If an employee provides neither a sign-up form nor a waiver request, his or her pay could be held or administrative action could be taken, up to termination of employment. Temporary waiver requests are submitted in writing to Financial Services (office symbol HQ USAFA/FMF) and include the reasons why unable to participate in DD/EFT, social security number, duty telephone number, and a mailing address (work or home). Temporary waiver requests must be received by the Employer in FMF within 20 days of the effective date of the event causing the requirement, such as promotion or reassignment (see Section A). HQ USAFA/FMF will notify the employee whether his or her request is approved or disapproved and the length of time the waiver is effective.

Section F, Grievance. DD/EFT may not be grieved unless and until the employee has exercised the agency waiver process described in Section E. Grievances about the Employer's disapproval of a request for waiver will be entered at Step 3.

~~ARTICLE 51 - EXERCISE TIME~~

~~**Section A, Desired Outcomes.** The Air Force and Academy recognize the many positive aspects of a healthy workforce, including: increased energy levels, increased physical health, reduced time lost from injuries and improved attitudes. Since participation in a regular exercise program is important to achieving and maintaining good health, employees are encouraged to begin and/or follow a regular physical fitness routine. Examples of exercise include: walking, jogging, bicycling, swimming, etc. Because it is difficult for an employee to travel, dress, workout, redress and return to work within one hour, an additional quarter hour (15 minutes/day) is authorized to civilian employees to exercise. (Excluded from this program are organizations or work groups that already have physical fitness programs built into their workday.)~~

~~**Section B, Voluntary Duty Time Program.** This program is entirely voluntary but may be used only by those employees engaging in physical exercise. The exercise time may only be taken in conjunction with lunch breaks (i.e., it does not authorize employees to arrive late nor leave work early.) The additional fifteen minutes is considered duty time and the employee will be in paid status. (An employee who normally takes an hour lunch may take 75 minutes and not be charged 15 minutes of leave.) The time is not cumulative from week to week. If the time is not used during the workweek, it is lost. Up to thirty minutes may be used at one time if an employee is working out on an every other day exercise cycle. However, no more than 30 minutes may be used in a day.~~

~~**Section C, Employee and Supervisors Responsibilities.** Prior to use, the employee is responsible for coordinating any exercise time with his/her supervisor. The agreed upon results will be annotated on the AF 971. To the maximum extent possible, Supervisors should allow participation in exercise programs. Mission requirements take first priority, however. Misuse of time is subject to disciplinary action. The employees are encouraged to use Academy facilities; but,, the employee is expected to provide all personal clothing and individual equipment, if needed, for the chosen activity.~~

Note: The parties have negotiated a new physical fitness policy.

ARTICLE 52 - EMPLOYEE ASSISTANCE PROGRAM (EAP)

Section A, Purpose. The Employee Assistance Program will provide assistance to any employee whose attendance, performance or behavior is beginning to deteriorate for any reason. Neither the Employee Assistance Program, the Union or Management can achieve maximum results by working alone. A well planned coordinated effort is essential in dealing with the wastage of our human resources. Early identification of the employee needing assistance will produce the best results.

Section B, Referral and Appointments. The Union and Management agree to cooperate in aiding employees whose attendance, performance and behavior indicate a potential serious problem, by referring the employee to the Employee Assistance Program for professional assistance. A key motivating factor in the referral process, is that unless the problem is identified and corrected, the employees place themselves in a position where disciplinary procedures will be initiated for unsatisfactory job performance. Employees seeking the help of the Employee Assistance Program may schedule an appointment by calling the Employee Assistance Program. Either the Union, the employee or supervisory personnel may schedule an appointment for an employee.

Section C, EAP Council. Both parties shall have representation on any Council which makes policy recommendations regarding the Employee Assistance Program, suggestions for improvements in procedures, and in other areas that impact on the needs of the work force that can best be dealt with within the framework of the Employee Assistance Program.

Section D, Leave. Employees will be authorized leave, as appropriate, in accordance with existing rules and regulations to obtain counseling, treatment or rehabilitation. All facilities of the Employee Assistance Program shall be available to civilian employees without charge.

Section E, Confidentiality. All discussions, counseling sessions and records of the Employee Assistance Program or to any other program to which an employee may be referred by the Employee Assistance Program are completely confidential. ~~No information may be disclosed to anyone without prior written consent of the employee. (Medical emergencies and court orders showing cause may provide exceptions, in rare circumstances.)~~ An employee's job security or promotional opportunities are not jeopardized solely by his/her request for assistance.

Note: Section 503 of the Supplemental Appropriations Act of 1987, Public Law No. 100-17, codified at 5 U.S.C. 7301, addresses the disclosure of information concerning employee drug tests under government drug testing programs. Under that provision, such information may not, without employee consent, be released to anyone except the employee's Medical Review Official, the administrator of an Employee Assistance Program in which the employee is receiving counseling, a supervisory or management official with authority to initiate a disciplinary or adverse action against the employee, or pursuant to a

court order. The provision is inconsistent with Public Law No. 100-17. See 42 FLRA No. 33. Further, 5 U.S.C. 7361(b) provides that 42 U.S.C. 290ee-3(a) authorizes the release of records in specific circumstances. See 38 FLRA No. 110. This provision also conflicts with provisions of Public law No. 93-282 and 42 C.F.R., Chapter 1, Subchapter A, Part 2. Court orders are always an exception, not just in “rare circumstances.”

~~**ARTICLE 53 – MERIT PROMOTION**~~

~~**Section A, Introduction.**~~

~~**1. Program Objective**~~

~~— a. This article applies only to filling positions included in the bargaining unit.~~

~~— b. The objective of this article is to obtain the best qualified employee for each position on the basis of merit through the competitive process. The provisions of this article apply to the filling of positions within the bargaining unit.~~

~~— c. In selecting candidates for promotion or in operating a promotion program, no official may show or give preference to any candidate based upon race, color, religion, sex, age, marital status, political affiliation, labor organization affiliation or non-affiliation, non-disqualifying physical handicap, or any other non-merit factor.~~

~~— d. The Employer is committed to create upward mobility for USAFA employees and will strongly encourage supervisors to consider creating "developmental and/or bridge positions" whenever feasible.~~

~~**2. Career Management Program:** Career management programs established by HQ/USAF for specific occupations and grade levels are developed in accordance with merit promotion principles. They follow the guidelines of the Federal Merit Promotion Policy and the Air Force Merit Promotion Program.~~

~~**Section B, Responsibilities.**~~

~~**1. Civilian Personnel Office (DPC):**~~

~~— a. Serves as office of primary responsibility in developing, evaluating, and revising the merit promotion program.~~

~~— b. Determines whether an action is subject to competitive requirements of the merit promotion program, and the extent of competition required.~~

~~— c. Assures that competitors are properly evaluated, ranked and certified for all promotion consideration.~~

~~— d. Schedules periodic career brief audits. Makes changes upon employee request within 45 days, except where verification is required.~~

~~— c. Maintains necessary promotion records.~~

~~— f. Makes final decisions on choice of recruitment source (s).~~

~~— g. Determines skills codes and qualifications.~~

~~— h. Discontinues any promotion action at any stage in the process when it is determined by the Civilian Personnel Office that qualification requirements, area of consideration, promotion evaluation pattern, selection request, skills code(s), classification of the position, etc., are in error; or that the position must be filled by another staffing method including reduction in force placement or other priority referral or placement. In those instances where the error impacts only one eligible candidate, and the selection has been made and accepted, as well as approved by the Civilian Personnel Office, the Civilian Personnel Office will provide the eligible impacted with priority referral prior to a later competitive certificate to a like position for which the eligible qualifies in lieu of discontinuing the current promotion action.~~

~~2. Managers and Supervisors:~~

~~— a. Provide employee appraisals.~~

~~— b. Serve as team members with personnel specialists in performing job analysis and interview validation, and in developing ranking criteria.~~

~~— c. Conduct interviews in accordance with the provisions of this plan.~~

~~— d. Have the right to select or non-select from any sources deemed appropriate, as coordinated with the Civilian Personnel Office.~~

~~— e. Notify non selected employees and upon request, provide reasons for non-selection.~~

~~— f. Notify selected Academy employees and arrange tentative release date with current supervisor.~~

~~— g. Make employees available to complete career brief audits as required.~~

~~3. Employees:~~

~~a. Familiarize themselves with the provisions of this article.~~

~~b. Are responsible for providing documentation to assure that the information contained in the Official Personnel Folder is current.~~

~~c. Review their individual career brief when requested by the Civilian Personnel Office. During this review, the employee is responsible for ensuring accuracy and completeness.~~

~~Section C, Exceptions to Competitive Procedures.~~

~~1. Career Promotions: An employee may be noncompetitively promoted if he or she was initially selected for the position being filled and the promotion potential aspects of the position were publicized.~~

~~2. Classification of a Position to a Higher Grade:~~

~~a. When a classification review reveals that a position warrants a higher grade, the reason for the upgrading is identified to determine if the employee is eligible for noncompetitive promotion in accordance with Table 1, Rule 20, 21 or 22.~~

~~b. The placement of the incumbent, or the method by which he/she will be placed, is also decided upon before action is taken to officially establish the position at a higher grade.~~

~~3. Employees Entitled to a Grade Retention:~~

~~a. Employees on grade retention are referred for positions for which they are fully qualified at grades up to and including their retained grade in the same pay system from which demoted. This is in accordance with established priorities and policies. Exception to this selection policy can be granted by the Director of Civilian Personnel. If an employee declines a position offer at a grade which is lower (intervening) than the level of grade retention, further consideration under this policy is terminated at and below the grade level declined. Grade and pay retention, respectively, cease to apply to an employee who declines a reasonable offer of a position the grade of which is equal to the employee's retained grade.~~

~~b. If more than one qualified retained grade employee is eligible for the same position, all are referred for consideration.~~

~~4. Previously Down-graded Employees Entitled to Pay Retention:~~

~~a. Employees who were down-graded without personal cause and not at their own request while serving under a career or career-conditional or equivalent appointment may be promoted without competition to a position in the same pay system not above the grade level, or its equivalent, of the position from which down-graded. These employees are entitled to priority referral to permanent positions for which qualified. Selection is not mandatory.~~

~~b. If more than one qualified retained pay employee is eligible for the same position, all are referred for consideration.~~

~~c. A change to lower grade following a temporary promotion does not confer eligibility for noncompetitive promotion.~~

~~d. An employee retains noncompetitive eligibility and the right to priority referral until the employee has been returned to the level from which down-graded or eligibility for pay retention ceases, whichever is sooner. Declination of a reasonable offer terminates an employee's entitlement. If the position offer is an intervening grade, declination results in termination of consideration at the grade level declined and below. Acceptance or declination of an intervening grade does not terminate the entitlement to pay retention.~~

~~5. Details. Some details are noncompetitive. See Section D of this article for additional information.~~

~~6. Re-promotions. Once an employee has held a grade on a permanent basis and is subsequently changed to a lower grade for any reason, that employee may be noncompetitively re-promoted to the higher grade, to any position provided that general merit principles are not compromised. It need not be to the same position or same series.~~

~~7. Reassignments. Employees may be noncompetitively reassigned to positions in any series even without specialized knowledge provided that their education, training, and/or experience shows evidence of skills and abilities necessary for successful job performance. This would most often be used under career broadening type of assignment, in a skills shortage occupation, or in an emergency need.~~

~~8. Other Exceptions. Exceptions not covered above are authorized under the provisions of Table 1.~~

~~Section D, Temporary Placements.~~

~~BEFORE ASSICNING ANY EMPLOYEE TO DUTIES OUTSIDE THE
ASSIGNED CORE DOCUMENT, PLEASE CONTACT THE CIVILIAN
PERSONNEL OFFICE!~~

~~1. Details:~~

~~a. General. Details are official personnel actions by which employees receive credit for experience and training while assigned away from their official position, but receive the salary attached to the official position. Details may be used to meet situations such as: irregular work loads, change in organization, unanticipated absences such as sick or emergency leave, pending official assignments, pending description and classification of new positions, pending security clearance, and for cross training to positions of like grade. To the maximum extent feasible, details will not be made to lower grade duties. Details to the same or lower grade may be made noncompetitively in 120 day increments, not to exceed one year. Details to higher graded positions will not exceed 120 days in any given consecutive 12 month period. When detailing becomes necessary, first consideration will be given to detailing the employee with the skills necessary to perform the job. If more than one employee has the required skills, every attempt to ensure equitable distribution of the detail to all qualified employees should be made by the supervisor. The detail will be offered to the most senior employee. The detail will subsequently be rotated in accordance with the seniority (SCD) roster. If a dispute arises concerning selection for detail based on skills required, the possession of those skills will be based on the employees' previous work experience, training and/or information contained in the official personnel folder. If all qualified employees decline the detail, then the supervisor may direct the employee with the lowest SCD to work the detail.~~

~~b. Details over 30 Days. Any detail in excess of 30 calendar days, within any given consecutive 12 month period, should be documented with an official personnel action Standard Form 50 or equivalent document -- for entry into the employee's Official Personnel Folder. Employees affected will be provided a copy of the official detail action.~~

~~c. Details 30 Days or Less. Details of 30 days or less are recorded on the employee's AF Form 971 (Supervisor's Employee Brief). A task list or core document should be issued to the employee to describe the job. The employee may complete a Standard Form 172, Amendment of Qualifications Statement, to be~~

~~filed in the employee's Official Personnel Folder. The SF 172 must be certified as true and accurate by the supervisor.~~

~~— **d. Noncompetitive Details.** Details up to 120 days which are to the same or lower graded duties or which do not provide the employee additional skills or promotion potential are excepted from the competitive process.~~

~~— **e. Competitive Details.** Any detail which will provide the employee with additional skills or promotion potential, regardless of the grade level of the duties, will be processed under competitive procedures.~~

~~**2. Temporary Promotions.** Temporary promotions are for fully qualified employees temporarily assigned to higher graded positions with receipt of pay for the higher graded work. Fully qualified employees temporarily assigned to higher graded positions may be noncompetitively promoted for up to 120 consecutive days. Any temporary promotion over 120 days will be made in accordance with the competitive provisions of this Article. Temporary promotions will not exceed one year. Extension can be made in up to one year increments for a total of four years. Employees selected for temporary promotion will be notified in writing of the terms, condition and length of the temporary promotion including pay entitlements.~~

~~**Section E, Competitive Procedures**~~

~~**1. Applicability of the Competitive Process.** The requirements for, and extent of, competition used will be determined in accordance with Table 1.~~

~~**2. Area of Consideration:**~~

~~— a. The Manager, with advice and approval from the Civilian Personnel Office, will determine area of consideration.~~

~~— b. The minimum area of consideration is established as the USAF Academy, except for; (1) temporary promotions which may be restricted to the major organization and; (2) for occupied positions up-graded due to the addition of duties and responsibilities which may be limited to the major organization when competition is required.~~

~~— c. Areas of consideration are established and adjusted, as necessary, to give Management an adequate number of qualified candidates.~~

~~d. Concurrent consideration will be given to qualified severely handicapped employees serving under excepted appointment authority.~~

~~3. Locating Candidates:~~

~~a. Candidates for filling positions by promotion are identified through processing of Promotion and Placement Referral System (PPRS) or other appropriate means.~~

~~b. All employees within the area of consideration are included for basic eligibility determination in the PPRS selection request. PPRS also considers eligible employees serviced by the USAF Academy who are on detail, temporary promotion, leave without pay, and former employees in the Military Service who are entitled to consideration in absentia, and Air Force dependents on LWOP who are to be considered concurrently with serviced employees.~~

~~c. All qualified and available employees from the minimum or expanded area of consideration are included, except as follows:~~

~~(1) Employees who notify the Civilian Personnel Office in writing that they do not want to be considered for specific positions, organizations, or locations are not considered for specific positions until they submit a change in writing to the Civilian Personnel Office.~~

~~(2) Employees newly entered on duty or employees with newly acquired qualifications or eligibility are excluded from consideration until the necessary qualifications and evaluation data are available for ranking purposes. Any temporary exclusion of employees under this provision is based solely on administrative processing requirements. In no case will an employee be denied consideration for longer than 3 months.~~

~~(3) Continuing registers may be established to fill recurring vacancies of similar kind. These registers are opened periodically for entry of new candidates. An employee newly entered on duty or an employee who acquired new eligibility after establishment of the register will be excluded from consideration until the register is reopened. In some cases, specific application may be required. An announcement system may be used in lieu of automatic consideration by PPRS as the Civilian Personnel Office deems appropriate. Vacancy announcements will receive wide distribution. Supervisors will promptly post, route or announce vacancy announcements equally to all employees.~~

~~4. **Temporary Promotions:** Some temporary promotions are competitive. See Section D of this article for additional information.~~

~~5. **Promotions in the Excepted Service.**— The same basic merit principles are used for filling positions in the excepted service.~~

~~6. **Reassignments and Changes to Lower Grade (CTLG)** must be accomplished in keeping with merit principles. For competitive actions, employees may submit a request to be considered for reassignment and/or CTLG. Competitive procedures will apply to reassignments and CTLG as follows:~~

~~— a. Positions which have no promotion potential, but which would unfairly increase an incumbent's qualifications for future competitive promotions;~~

~~— b. Positions with known promotion potential; and,~~

~~— c. In other cases, as needed.~~

~~Section F, Promotion and Placement Referral System.~~

~~1. **Promotion Evaluation Pattern.**— A Promotion Evaluation Pattern (PEP) is a statement of position requirements against which employees are evaluated. The PEP is developed as a result of a job analysis of the position(s) to be filled where essential knowledge, skills and abilities (KSA's) are identified. The PEP may apply to a group of positions or to one position.~~

~~2. **Determining Basic Eligibility.**~~

~~— a. **Screening Factors.**— The screening factors established by the PEP are applied to all competitors. Candidates who meet these screening requirements are considered to be minimally qualified for ranking purposes. Screening factors include the minimum qualification requirements, and may also include other factors when justified by the supervisor and the requirements of the position.~~

~~— b. **Qualification Requirements.**— The qualification requirements are normally limited to the requirements specified in the minimum standards established or authorized by OPM for in-service placement. Appropriate selective placement factors may be used as supplementary requirements when clearly justified by job demands.~~

~~3. Ranking Candidates.~~ All employees within the area of consideration receive consideration for each position being filled. Data contained in each employee's computerized record is matched against criteria contained in the PPRS request. Merit Promotion processing procedures first determine basic eligibility by applying basic position requirements and minimum qualification standards. Employees meeting all basic eligibility requirements are then ranked against progression level criteria identified in the PEP.

~~a. Progression Levels:~~

~~(1) PPRS processing has two progression levels with five separate Progression Level Factors (PLF's) in each. PLF's make distinctions for meaningful differentiation between competing employees. Criteria applied throughout the PLF's are consistent with the criteria identified during the PEP development.~~

~~(2) The application of education and training will correspond to the findings of the job analysis. In some cases, OPM qualification standards for basic eligibility permit education and training to be used as a substitute for a qualifying experience. Education combined with experience may also be used in PLF's.~~

~~(3) Other factors used in PLF's could include additional experience in particular functions as substantiated in the job analysis.~~

~~b. Sort Priority Processing.~~ Sort priorities are the final rank-order of competitors within each PLF. All competitors are ranked using uniform criteria. The factors used for sort priorities are appraisal totals with final ties broken by RIF/SCD (without adjustment for performance appraisals).

~~5. Identification of Best Qualified Candidates.~~

Academy Merit Promotion policy requires that selection be made from among the best-qualified candidates. Only validated job related evaluation criteria that go beyond the minimum requirements specified by the qualification standard are used to permit ranking of eligible candidates. Criteria to be used in identifying the Best Qualified group are defined in the PEP.

~~Section G, Certifying Eligible Candidates and Selection From Certificates.~~

~~1. Establishment of Registers.~~

~~a. A promotion register is a listing of competitors in order of their relative standing as determined by applicable ranking factors.~~

~~b. A promotion register is used for one-time referral or may be used for up to 90 days for a standing register.~~

~~c. A register is used only for promotions in the same area of consideration for which the register was initially established. Employees are drawn from the register in regular rank order for all positions covered by the register.~~

2. Candidate Certification. ~~A referral certificate is the listing in alphabetical order, of the names of the candidates who are within reach on the register for referral to the selecting supervisor.~~

~~a. The Civilian Personnel Office may ascertain the availability of eligibles prior to certificate preparation. Names of employees who indicate non availability for specific positions, organizations, or locations are omitted from the referral certificate for such positions. Omission from a certificate for this reason does not affect employees' eligibility or the order of their relative standing on the register for other certification.~~

~~b. A certificate normally contains the names of up to ten qualified candidates but not more than 15 in case of a tie(s) within a PLF. The number certified is based on such consideration as the number of vacancies to be filled from the certificate and the availability of candidates. If declinations occur among those certified, additional candidates may be certified to replace those candidates who have declined. Employees in Military service within reach for selection are referred in addition to other candidates. One additional name, if available, is certified for each additional vacancy to be filled by the same supervisor.~~

~~c. Reassignments and Change to Lower Grade.~~

~~(1) Eligibles who have submitted a request for reassignment and/or change to lower grade will compete in separate groups from promotion eligibles when a position is being filled at the target grade. Three separate groups of normally up to 10 each (up to 15 for ties) may be referred. The supervisor may consider any one or more groups, but if one in a~~

~~group(s) is considered, all in that same group(s) must be considered. Certificates for reassignment will be prepared from registers in the same manner as promotion certificates.~~

~~(2) When a position is filled at a grade below the target grade, all eligibles below the target grade will compete as a single group whether the actual action taken as a result of the person selected be a promotion, reassignment, or change to lower grade. In this case, the Civilian Personnel Office may contact each eligible within reach to determine interest and availability, and to provide them with information about pay retention and its applicability in the case of the particular position being filled. Eligibles at or above the target grade will be required to have submitted a request for reassignment or change to lower grade in order to be considered. Such candidates may be certified separately but using the same procedures as in preparing promotion certificates. It may be necessary to develop special procedures to accommodate unique situations. In these cases, the general concepts of the merit system, and the overall intent of policies outlined in this article will serve as guides for development of special procedures.~~

~~3. Interview and Selection Process:~~

~~a. Except as provided in Section C, any of the candidates listed on the certificate may be selected. Although interviewing is not mandatory, the selecting supervisor is encouraged to interview each employee on the promotion certificate. Selecting officials need not interview candidates interviewed within the previous 60 days. If the selecting supervisor does not interview, he or she must notify all candidates that they were referred and considered. If one candidate is interviewed, all referred in the same category will be interviewed.~~

~~b. If candidates are absent and all interviews cannot be arranged and conducted, the supervisor may select without conducting interviews with the absent candidates. However, the supervisor must provide full consideration to any absent candidate and document the reasons for not interviewing on the promotion certificate.~~

~~c. If the eligible is located outside the commuting area, the supervisor may interview the candidate by telephone.~~

~~d. The interview used in conjunction with the job analysis/PEP development procedures will insure job related employee selection procedures are used as a basis for employment.~~

~~(1) Selection Interview. Validated interview questions/anchors/KSA's related to major job requirements are used as part of the selection process. This method provides a point-rating process.~~

~~(2) Panel Interview. Management/supervisory officials making up the interviewing panel will be limited to not more than three members and have knowledge of the job requirements of the position to be filled. Validated interview questions/anchors/KSA's are required. This method provides point rating process with separate ratings by each panel member.~~

~~(3) Exchange of Information. An informal exchange of data regarding the position including factors such as work requirements, overtime, work schedule, etc. This exchange is not used as a ranking/rating factor in the selection process. The exchange of information may be used in combination with the selection interview or panel interview or may be used alone, provided that if used alone, extra care is taken that it is not used to rank/rate a candidate's knowledge, skills, abilities, or other attributes for the position being filled.~~

~~e. The supervisor may review the personnel records for internal candidates. The selecting supervisor may request additional qualifications information from the present or previous supervisors and may review the personnel records of those certified. The records will not be removed from the Civilian Personnel Office.~~

~~(1) Special Recognition of Achievements. In addition, the selecting official must consider job related honorary and cash awards and commendations given the Air Force and other government agencies; performance ratings; and awards by professional or nonfederal organizations, provided such awards are not restricted to persons of a particular sex, age, or minority group.~~

~~(2) Other Considerations. Other data pertaining to an employee's merit for promotion or suitability for the position include noteworthy accomplishments on or off the job; special skills or special training not considered in the ranking process; self-development efforts; mobility assignments; publication of professional articles; recent disciplinary actions; below average performance and within grade increases withheld.~~

~~(3) Information obtained in interviews.~~

~~4. **Notification.** After a selection has been made and accepted, the selecting supervisor will assure that those remaining candidates who were certified and considered are informed.~~

~~5. **Release.** Employees selected will be released as soon as possible but normally not later than 20 calendar days after selection. If the selected candidate is an Air Force Academy employee, the gaining supervisor will contact the losing supervisor to establish the release date. If the selected candidate is not an Academy employee, the Civilian Personnel Office will obtain the release date with the losing Civilian Personnel Office. The Civilian Personnel Office will establish the effective date of the official personnel action. Effective dates will normally be made on the start of a pay period. Exceptions may be made for special circumstances as approved by the Chief, Equal Employment and Staffing or the Director of Civilian Personnel.~~

~~**Section H, Keeping Employees Informed.** Under the PPRS processing mode, it is unnecessary to advertise locally for specific vacancies except in special cases since all eligible employees are considered. A candidate or designated representative is entitled to be informed of rank order and the overall assessment of qualifications against the ranking criteria. However, employees may not be informed of another employee's rank order or assessment of qualifications against eligibility or ranking criteria unless this information is provided in accordance with public law.~~

~~**Section I, Manual or Non-PPRS Processing.** As appropriate or required, a manual system may be used for any position wherever it will enhance the overall placement and promotion process. To the extent possible, ties will be broken in the same manner as that prescribed for PPRS. Whatever method is used to break ties will be documented in each case file as necessary.~~

~~**Section J, Informal Dispute Resolutions.** Employees who believe that they were deprived of promotional consideration should discuss their complaint with the appropriate DPC staff member in an effort to obtain informal resolution. The employee is entitled to Union representation if requested. Qualification questions may be referred to OPM by the Civilian Personnel Office. If employees are referred on a promotion certificate, non-selection cannot be grieved, but not following proper procedure, in turn, not being properly considered is grievable.~~

~~**Section K, Safeguarding Promotion Records.** The Civilian Personnel Office has established procedures for controlling promotion program materials to ensure that unauthorized persons~~

~~do not have accidental or intentional access. The following cautions are observed:~~

~~1. Promotion certificates with accompanying test scores, supervisory evaluations, and other profile information are sent to selecting supervisors in sealed envelopes and returned to the Civilian Personnel Office in the same manner, or this information is hand carried.~~

~~2. Employee access to promotion materials is limited to information available to all competitors.~~

~~3. Inquiries regarding appraisals obtained in the promotion process are referred to the supervisor who appraised or evaluated the employee.~~

ARTICLE 53 TABLE 1. APPLICATION OF THE COMPETITIVE PROCESS

	A	B	C	D
RULE	When the proposed action is	To position	And	Then competition is required: (note 1)
1.	Promotion without time limitation	Of higher grade under same pay schedule	The action is not covered by rule 14 thru 23	Yes
2.	Reassignment	At same grade under same pay schedule	Position is one with known promotion potential and employees will gain eligibility for non-competitive career promotion to grade higher than previously held	Yes
3.			Position is not one with known promotion potential	No
4.	Change to lower grade	Of lower grade under same pay schedule	Position is one with known promotion potential and employees will gain eligibility for non-competitive career promotion to grade higher than previously held	Yes
5.			Position is not one with known promotion potential	No
6.	Assignment from one pay schedule	Of higher representative rate under different pay schedule		Yes
7.		Of same or lower representative rate under different pay schedule	Employee's pay will be set at higher rate	Yes
8.			Employee's pay will be set at same or lower rate, but the position is one with known promotion potential	Yes
9.			Employee's pay will be set at same or lower rate, but the position is not one with known promotion potential	No
10.	Reinstatement or transfer	At higher grade than last held		Yes
11.		At same grade or lower than that last held	Position is one with known promotion potential and the employee will gain eligibility for noncompetitive career promotion to grade higher than that previously held	Yes
12.			Position is not one with known promotion potential	No
13.	Appointment from an OPM Registration	Of higher grade, same grade or lower grade than that currently held	a. position is one with promotion potential and employee will gain eligibility for noncompetitive career promotion — or b. position is not one with known promotion potential	No
14.	Detail	Of the same grade and is not one with known promotion potential	The detail is for any length	no

4 Rule	When the proposed action is	To position	And	Then competition is required (note 1)
15.	(cont)	Of higher grade or to position of same grade with known promotion potential	The detail is for 120 days or less (note 2)	No
16.			The detail is more than 120 days (note 2)	Yes, (note 3 and 4)
17.	Temporary promotion or extension of temporary promotion	Of higher grade under same pay schedule	The temporary promotion is for 30-120 days	No
18.		Under different pay schedule when action is processed as promotion or represents a promotion	The temporary promotion is for more than 120 days	yes
19	Conversion of the temporary promotion to permanent promotion (removal of temporary restriction)		Competitors were informed that the temporary promotion could lead to permanent promotion without further competition	No
20.	Selection for training		Training or development would enhance employee qualifications	Yes at DPC determination
21.	Promotion	Upgrade by classification	Reason for upgrading is regarding of incumbent's position without significant change in duties and responsibilities (classification error or new or revised standards)	No
22.			Reason for upgrading is reconstitution of incumbent's position into successor position with clearly and solely identifiable duties of former position and there are no other employees serving in similar or identical positions to whom the duties could have been assigned	no
23.			Reason for upgrading is reconstitution of incumbent's position into successor position and position is not a clear successor or there are other employees serving in similar or identical positions to whom these duties could have been assigned	Yes
24.	Promotion from position of known promotion potential	a. originally identified as the target position to which employee would advance without competition or b. which represents the full performance level of a career ladder	Competitive procedures were fully applied at the time of placement into position of known promotion potential, and all competitors are informed that selection for the entry position could lead to promotion without further competition	No

4 1 1 1	When the proposed action is	To position	And	Then competition is required (note 1)
25.	Promotion	To position to which employee was detailed for training or evaluation	The employee was selected for detail under full competitive procedures (including the normal area of consideration) and all competitors were informed that the detail could lead to promotion without further competition	no

NOTES:

1. "Yes" entries do not apply when:

~~_____ a. Candidate is eligible for noncompetitive promotion because full competition was applied earlier, or~~

~~_____ b. Candidate may have noncompetitive promotion eligibility as a previously downgraded employee, or~~

~~_____ c. Candidate is entitled by RIF regulations to the position under the representative rate rules, or~~

~~_____ d. Candidate is administratively assigned for physical disability reasons or in place of RIF action, to a position of higher representative rate without an increase in the rate of pay.~~

~~2. Time spent on temporary promotion or detail to higher position(s) during preceding year is counted toward the 120-day limitation.~~

~~3. Competition is not required when detail is for purpose of qualifying employee whose position has been upgraded under situations described in rules 21 and 22.~~

~~4. Area of consideration may be limited to employees serving in same major organization.~~

Note: A new merit promotion policy, negotiated by the parties, is in effect. Please see the revised AFMAN 36-203, Staffing Civilian Positions, or contact your servicing personnel specialist.

GUIDE TO DISCIPLINARY ACTIONS
Reference: Section I of Article 39

Cause of Action (Offense)	Typical Penalty		
	First Offense	Second Offense	Third Offense
1. Failure to honor valid debts or legal obligations. NOTE: There is no offense (a) the validity of the debt is established; (b) there has been a failure to either arrange for or comply with a repayment schedule; and (c) there is a current complaint from the creditor. Suspension as a penalty is not authorized. Maximum penalty for third offense is reprimand and for the fourth offense, reprimand with the added warning that a "continuation of offenses could result in removal."	Reprimand	Reprimand	Reprimand
2. Tardiness of less than one-half hour. NOTE: Counseling or an oral admonishment is normally used for a first occurrence of tardiness. A fourth offense would typically result in a suspension of 5 days or less with the added warning that a "continuation of offense could result in removal."	Reprimand	Reprimand	1-Day Suspension
3. Tardiness of one-half hour or more, leaving the job without permission, delayed return from lunch, unauthorized absence of 8 hours or less.	Reprimand	Reprimand to 5-day Suspension	Reprimand to Removal
4. Unauthorized absence of more than 8 hours. NOTE: A removal using adverse action procedures in this regulation, may be initiated for a first or later offense after passage of a reasonable time (a minimum of 10 calendar days) when the employee fails to report for duty and fails to notify management of his or her intentions concerning return to duty, and when management has been unable to ascertain the employee's intentions concerning return.	Reprimand to 5-day Suspension	Reprimand to 14-day Suspension	5-day Suspension to Removal
5. Failure to request leave according to established procedures, or failure to honor a valid denial of leave request.	Reprimand to 5-day Suspension	Reprimand to 14-day Suspension	5-day Suspension to Removal
6a. Failure to observe safety practices including failure to use safety equipment such as eye protection devices and failure to comply with hearing conservation program requirements.	Reprimand to 1-day Suspension	Reprimand to 5-day Suspension	Reprimand to Removal
6b. When failure may result in serious injury, loss of life, or major damage to property.	Reprimand to Removal	Reprimand to Removal	5-day Suspension to Removal
7a. Violation of security regulations when the breach does not result in release of security information to unauthorized sources and there is no evidence of a compromise of classified information.	Reprimand	Reprimand to 30-day Suspension	10-day Suspension to Removal

GUIDE TO DISCIPLINARY ACTIONS (CONTINUED)

	First Offense	Second Offense	Third Offense
7b.If violation is international of results in unauthorized release of compromise of security information.	Reprimand to Removal	14-day Suspension to Removal	30-day Suspension to Removal
8a. Drinking, transiting, or selling alcoholic beverages on duty or on government premises except when authorized. Reporting for duty under the influence of intoxicating liquor.	Reprimand to Removal	5-day Suspension to Removal	14-day Suspension to Removal
8b. Being on duty so intoxicated or under the influence of alcohol or drugs as to be unable to properly perform assigned duties, or to be a hazard to self or others.	Reprimand to Removal	5-day Suspension to Removal	5-day Suspension to Removal
8c. Driving while intoxicated or under the influence of alcohol or drugs.	Reprimand to Removal	5-day Suspension to Removal	14-day Suspension to Removal
9a. Gambling during work-hours.	Reprimand	Reprimand to 5-day Suspension	Reprimand to Removal
9b. Promotion of or assisting in operation of organized gambling on duty or on government premises.	Reprimand to Removal	5-day Suspension to Removal	10-day Suspension to Removal
10a. Loafing or sleeping on duty	Reprimand	Reprimand to 14-day Suspension	Reprimand to Removal
10b. When such action may result in injury, loss of life, or damage to property	Reprimand to Removal	5-day Suspension to Removal	14-day Suspension to Removal
11a. While on government premises or on duty, possessing, transferring, selling, or using drug abuse paraphernalia.	Reprimand to Removal	14-day Suspension to Removal	Removal
11b. Possession of illegal drugs.	Reprimand to Removal	Removal	
11c. Use of illegal drugs.	Reprimand to Removal	Removal	
(1) Refusal to obtain of successfully complete counseling or rehabilitation.	Removal		
11d. Sale or transfer of illegal drugs	Removal		

GUIDE TO DISCIPLINARY ACTIONS (CONTINUED)			
	First Offense	Second Offense	Third Offense
11e. Tampering with urine specimen, including attempts to alter, adulterate, or substitute a specimen for the employee's own or that of another employee.	Removal		
11f. Refusal to submit a urinary analysis.	Reprimand to Removal	Removal	
NOTES ABOUT RULE 11:			
a. The term "illegal drugs" means a controlled substance included in Schedules I thru V, as defined by Section 802(b) of Title 21 of the United States Code, the possession of which is unlawful under Section 841 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.			
b. The range of disciplinary actions of illegal drug use is reprimand to removal; oral admonishment as a penalty is not authorized.			
c. Initiation of removal from Federal service is required:			
(1) if an employee refuses to obtain or successfully complete counseling or rehabilitation, or			
(2) after a second finding that an employee has used illegal drugs, including a second verified positive urinalysis test result, or			
(3) if an employee tampers with a urine specimen.			
12. Making false, malicious, or unfounded statements against other employees, supervisors, other officials or subordinates with the intent to destroy or damage the reputation, authority or official standing of those concerning.	Reprimand to Removal	5-day Suspension to Removal	10-day Suspension to Removal
13. Soliciting contributions from other government officers or employees for gifts of presents to those in superior official position. Accepting gifts or presents as contributions from persons in government employ receiving lower salary.	Reprimand	Reprimand to 14-day Suspension	Reprimand to Removal
14. Rude, boisterous play which adversely affects production, discipline or moral; use of abusive or offensive language; quarreling or inciting to quarrel; or interfering with the production of others.	Reprimand to Removal	Reprimand to Removal	Reprimand to Removal

GUIDE TO DISCIPLINARY ACTIONS (CONTINUED)			
	First Offense	Second Offense	Third Offense
15. Theft, actual or attempted. NOTE: Penalty is determined considering value of property and relevant factors as explained in Article 39, Section d.	Reprimand to Removal	Reprimand to Removal	5-day Suspension to Removal
16. Deliberate misrepresentation; falsification, exaggeration or concealment of material fact in connection with any official document: withholding of material facts in connection with matters under official investigation: refusal to testify or cooperate in an inquiry, investigation, or other official proceeding.	Reprimand to Removal	Reprimand to Removal	5-day Suspension to Removal
17. Fighting, threatening or inflicting bodily harm on another, physical resistance to competent authority or indecent or immoral conduct.	Reprimand to Removal	Reprimand to Removal	5-day Suspension to Removal
18. Discourteous conduct. Includes discourteous conduct to the public.	Reprimand to 5-day Suspension	Reprimand to 14-day Suspension	Reprimand to Removal
19. Delay or failure to carryout assigned work or instruction in a reasonable period of time.	Reprimand	Reprimand to 5-day Suspension	Reprimand to Removal
20. Insubordinate defiance of authority, refusal to comply with proper orders, wanton disregard of directives or insolence.	Reprimand to Removal	Reprimand to Removal	5-day Suspension to Removal
21a. Loss of, damage to, unauthorized use of destruction of property (including motor vehicles and aircraft), records or information.	Reprimand	Reprimand to 5-day Suspension	Reprimand to Removal
21b. When willfulness or intent is involved. NOTE: 32 U.S.C. 638a(c) (2) provides that any officer or employee who willfully uses or authorizes use of government passenger motor vehicles or aircrafts for other than official purpose will be suspended for not less than 1 month and will be suspended for a longer period or removal if circumstances warrant.	Reprimand to Removal	Reprimand to Removal	5-day Suspension to Removal
22. Calling or participating in a strike, work stoppage, or slowdown.	Removal		
23. Picketing if such action interferes with agency operations.	Reprimand to Removal	Reprimand to Removal	5-day Suspension to Removal
24. Careless workmanship or negligence.	Reprimand	Reprimand to 5-day Suspension	Reprimand to Removal

GUIDE TO DISCIPLINARY ACTIONS (CONTINUED)			
	First Offense	Second Offense	Third Offense
24a. When consequences may be extreme, an attempt is made to conceal defective work or there is an unauthorized attempt to remove or destroy work.	Reprimand to Removal	Reprimand to Removal	5-day Suspension to Removal
24b. Which results in possible or actual minimum damage to aircraft or other property and minor disruption of mission	Reprimand	Reprimand 10 5-day Suspension	Reprimand to Removal
24c. Which results in possible or actual major damage to aircraft or other property or possible or actual danger to personnel.	Reprimand to Removal	Reprimand to Removal	5-day Suspension to Removal
25a. Off duty misconduct of such major import that the employee is unable to fulfill his or her job responsibilities.	Reprimand to Removal	Reprimand to Removal	Reprimand to Removal
25b. Off duty misconduct of such significance that there is an adverse effect upon the Air Force.	Reprimand to Removal	Reprimand to Removal	Reprimand to Removal
26. Aiding and assisting in prosecution of claim against the United States, or receiving any gratuity or any share of or interest in claim from any claimant other than in discharge of proper official duties.	Reprimand to Removal	14-day Suspension to Removal	Removal
27a. Compromise or discredit of examination materials or process resulting from discussion of specific question(s) or content of examination with other employee(s) based on experience in the examination when there is no deliberate effort or intent to compromise the examination materials or process.	Reprimand	Reprimand to 14-day Suspension	5-day Suspension to Removal
27b. Compromise of an examination through unauthorized possession, use, or furnishing to others of examination information or materials.	Reprimand to Removal	14-day Suspension to Removal	Removal
28a. Committing a prohibited personnel practice (see 5 U.S.C. 2302.)	Reprimand to 5-day Suspension	Reprimand to 14-day Suspension	Reprimand to Removal
28b. If violation was deliberate.	Reprimand to Removal	Removal	
29a. Discrimination based on race, color, religion, sex, national origin, age, or handicapping condition. Includes sexual harassment. Also includes making racial or ethnic slurs, or disseminating literature containing such slurs. Consider circumstances and the effect on the person(s) discriminated against, use of abusive language, violent treatment, or insulting demeanor.	Reprimand to 5-day Suspension	Reprimand to 14-day Suspension	10-day Suspension to Removal

GUIDE TO DISCIPLINARY ACTIONS (CONTINUED)

	First Offense	Second Offense	Third Offense
29b. If the discrimination was deliberate	Reprimand to Removal	Removal	
30a. Use of abusive or offensive language toward another employee; baiting or otherwise inciting another employee to violate rules or regulations; coercion in deprivation of an employee's rights; or reprisal for employment of appellate procedures.	Reprimand to 5-day Suspension	Reprimand to 14-day Suspension	10-day Suspension to Removal
30b. If violation was deliberate.	Reprimand to Removal	Removal	

ARTICLE 54- DATE OF MEMORANDUM OF AGREEMENT

Signed this Eleventh day of August, 1994

For Local 1867

For USAF Academy

[REDACTED]

Negotiating Teams (with technical assistance from many others)

[REDACTED]

DEPARTMENT OF THE AIR FORCE
HEADQUARTERS UNITED STATES AIR FORCE ACADEMY
USAF ACADEMY COLORADO



09 November 1994

MEMORANDUM FOR HQ USAFA/DPC

FROM: AFPOA/DPW
1040 Air Force Pentagon
Washington, DC 20330-1040

SUBJECT: Memorandum of Agreement

The Memorandum of Agreement signed by the Superintendent of the USAF Academy, [REDACTED] is hereby approved.

[REDACTED]