

AGREEMENT
BETWEEN
MAXWELL AIR FORCE BASE,
GUNTER AIR FORCE STATION

AND

AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES

LOCAL 997

This includes all amendments as of 30 Apr 92

AGREEMENT
BETWEEN MAXWELL AIR FORCE BASE – GUNTER AIR FORCE BASE
ALABAMA
AND
INTERDEPARTMENTAL LOCAL NO. 997
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
AFL-CIO
C O N T E N T S

	PAGE
TABLE OF CONTENTS	i
INTRODUCTION.....	ii
PREAMBLE	ii
ARTICLE I, Recognition and Unit Designation	1
ARTICLE II, Public Purpose Served by This Agreement	1
ARTICLE III, Rights and Obligations	2
ARTICLE IV, Union Representation	5
ARTICLE V, Safety and Health	6
ARTICLE VI, Incentive Awards	9
ARTICLE VII, Performance Appraisal	9
ARTICLE VIII, Merit Promotion	19
ARTICLE IX, Employee/Supervisor Relationships	25
ARTICLE X, Equal Employment Opportunity	25
ARTICLE XI, Career Development	27
ARTICLE XII, Reduction in Force	28
ARTICLE XIII, Use of Military and Contract Services	29
ARTICLE XIV, Work Assignments and Position Descriptions	29
ARTICLE XV, Hours of Work	30
ARTICLE XVI, Overtime	32
ARTICLE XVII, Official Time	33
ARTICLE XVIII, Pay Provisions	34
ARTICLE XIX, Environmental Differential Pay	35
ARTICLE XX, Leave and Absence	35
ARTICLE XXI, Civic Responsibilities	43
ARTICLE XXII, Disciplinary Actions	44
ARTICLE XXIII, Adverse Action	45
ARTICLE XXIV, Grievance Procedure	46
ARTICLE XXV, Arbitration	51
ARTICLE XXVI, Facilities and Services	52
ARTICLE XXVII, Payroll Deduction of Dues	54
ARTICLE XXVIII, Publicizing the Agreement	56
ARTICLE XXIX, Research Programs & Demonstration Projects.....	56
ARTICLE XXX, Duration of Agreement	57

INTRODUCTION

This is an Agreement between the Installation Commander, Maxwell Air Force Base/Gunter Air Force Base, Alabama, and the American Federation of Government Employees Interdepartmental Local 997, under the authority of Public Law 95-454

PREAMBLE

This agreement is made and entered into by and between Maxwell Air Force Base/Gunter Air Force Base, Alabama, hereinafter referred to as the Employer; and the American Federation of Government Employees Interdepartmental Local 997, Hereinafter referred to as the Union.

ARTICLE I

RECOGNITION AND UNIT DESIGNATION

SECTION 1. The Employer recognizes the Union as the exclusive bargaining representative of all employees in the Unit defined in Section 2 of this Article.

SECTION 2. The Unit to which this agreement is applicable is composed of all eligible employees paid from appropriated funds of Maxwell Air Force Base and Gunter Air Force Base who are serviced by Maxwell Air Force central Civilian Personnel Office, excluding management officials, supervisors, professional employees, employees of the Central Civilian Personnel Office, and the AF Personnel management School, other than those engaged in purely clerical capacity.

ARTICLE II

PUBLIC PURPOSE SERVICED BY THIS AGREEMENT

SECTION 1. The Employer and the Union recognize: the statutory protection of the right of employees to organize and to express their views collectively, or to refrain from such activity; the participation of employees in the formulation of implementation of personnel policies affective them contributes to effective conduct of Air force business; the efficient accomplishment of the operations of the Air Force and the well-being of its employees require that orderly and constructive relationships be maintained between the Union and management officials; and that effective employee-management cooperation in the public service requires a clear statement of the respective rights and obligations of the Union and the Employer.

SECTION 2. The Employer and the Union agree: that the public demands the highest standards of employee performance and the continued development and implantation of modern and progressive work practices to facilitate and improve employee performance; and that they will, in good faith, engage in collective bargaining in accordance with the requirements of the Civil Service Reform Act of 1978.

ARTICLE III

RIGHTS AND OBLIGATIONS

SECTION 1. Mutual Rights and Obligations.

a. In the administration of all matters covered by this Agreement, officials and employees are governed by existing and future laws and regulations of appropriate authorities, including policies set forth by the Office Personnel Management and by published regulations and policies of the Department of the Air Force in existence at the time the Agreement is approved which are appropriate in accordance with Public Law 95-454. The requirements of this Section apply to all supplemental, implementing, subsidiary, or informal Agreements between the Employer and the Union.

b. Employer and the Union recognize the requirement for uninterrupted, orderly economical, and efficient accomplishment of the Employer's mission and agree that this will be the major consideration in this Agreement. The Employer and the Union, through consultations, will continually convey to the employees the concepts of the military Readiness Capability Exercises and other mission requirements so that the employees will understand their role as a supportive member of the Air Force team.

c. The Employer and the Union, through appropriate officials and representatives, shall meet monthly on the third Monday of each month at 1:30 P.M. to confer with respect to personnel policies and practices and other matters relating to working conditions within the Employer's administrative discretion. This does not preclude the parties from mutually agreeing to special meetings at any time which will be arranged for at the convenience of both parties as soon as possible after the desire is indicated. Any specific items for discussion which requires research shall be provided in writing by either party at least three (3) working days in advance of the meeting.

d. The Employer and the Union agrees to cooperate in assuring that all members of the bargaining unit are apprised of their rights and obligations under this Agreement. Notices will be periodically published in the Hilites informing the employees of this.

e. The Employer and the Union recognize this Agreement as the basis for Labor-Management relations and that each has the responsibility to consult with the other prior to implementation of major changes in the accepted practices, policies, or procedures that would effect members of the Unit and to negotiate the impact on bargaining Unit employees.

f. The Employer and the Union agree that all provisions of the Agreement and of applicable laws, Executive Orders, and regulations shall be applied fairly and equitably to all employees in the Unit.

SECTION 2. Management Rights and Obligations.

a. Management officials retain the right in accordance with applicable laws to determine the mission, budget, organization, number of employees, and internal security practices; and to hire, assign, direct, lay off and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees; to assign work; to make determinations with respect to contracting out, and to determine the personnel by which operations shall be conducted; with respect to filling positions, to make selections for appointments from among proper ranked and certified candidates for promotion or from any other appropriate source; and to take whatever actions may be necessary to carry out the agency mission during emergencies.

The employer agrees that the Union retains the right to negotiate conditions of employment except policies, practices and matters relating to prohibited political activities, the classification of any position or any matters specifically provided for by Federal statute. Management retains the right to implement changes in conditions of employment if written counterproposals are not received within a reasonable amount of time after the Union is notified and in receipt of notification.

- b. The Employer agrees that the Union may provide training for stewards and officer in the administration

of this agreement and matters of mutual concern. The Union agrees to prepare an outline of such training to the extent practical and present it to the Employer two (2) weeks in advance of the beginning of training, together with a list of nominees for which training is desired. Employer agrees that official time, not to exceed 360 hours per year, for the training of officers and stewards will be allowed. Delegates elected to train officers and stewards may receive more than 16 hours duty time. When duty time per individual exceeds sixteen (16) hours within year satisfactory justification will be furnished with the request for training.

- c. The employer recognizes the right of employees to consult with Stewards or Union officials on questions concerning personnel policies, regulations, and other matters pertaining to employment on official time after discussion of the problem with the immediate supervisor. Contacts with stewards concerning grievances will be cleared through supervisors concerned.

- d. The Employer agrees that the Union may establish a Publications Distribution Office (PDO) account in accordance with applicable directives for regular distribution of Air Force, Air Training Command, Air University or Base 40- series publications with supplements, together with appropriate indices and other Publications which affect bargaining unit employees. The Employer further agrees that the Union officials may use the unclassified Base Master Publications Library.

- e. The Employer will furnish the Union the Manpower Source List and a list by organizational structure code, name, position, title, series, and grade, to include all bargaining unit employees, on a quarterly basis.

- f. The Employer agrees to provide the Union, upon request on a case-by-case basis, the name(s), position title, series, and duty station for organizations or individuals impacted by major changes to personnel policies, practices or procedures. The Union will be furnished a copy of the Authorized and Assigned Civilian Personnel report on a monthly basis. The Employer will furnish the Union upon request a list of all accretions to the bargaining unit by position, title, grade, and duty station.

- g. The Employer agrees to publish material for the Union in the unofficial section of the Maxwell Gunter Bulletin on a space available basis.

SECTION 3. Union Rights and Obligations.

- a. The Union, as the exclusive representative of employees in the Unit, is obligated to represent, act for and to negotiate Agreements concerning all employees in the Unit.

- b. The Union agrees to represent the interests of all employees in the Unit without discrimination or regard to labor organization membership.

- c. The Union will be given the opportunity to be represented at any formal discussions between

Management and one or more employees or employee representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the Unit.

d. The Union has the right and responsibility to present its views to the Employer on matters of concern, either orally or in writing, and to have them considered in good faith before management arrives at a decision in developing a change to conditions of employment; and to negotiate prior to the implementation of personnel policies, practices, procedures, or other matters affecting working conditions of members of the Unit which are within the jurisdiction of the Employer.

e. The Union has the right to be kept informed by Management of special missions and program which impact conditions of employment and to negotiate appropriate matters within jurisdiction of the employer.

f. The Union may have an observer at any formal grievance appeal or EEO complaint hearing. Attendance at a hearing is limited to persons determined by the complaints examiner to have a direct connection with the complaint. If the employee filing an appeal objects to the presence of the observer, the examiner may exclude the observer from the hearing. An observer at any appeals hearing may not participate in any way unless authorized by the hearing examiner.

SECTION 4 Employee Rights.

a. Each employee of the Unit has the right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization or to refrain from any such activity, and each employee shall be protected in the exercise of this right.

b. An employee will be unimpeded and free from restraint, coercion and reprisal in exercising rights under the Agreement.

c. Each employee has the right, regardless of whether a member of a labor organization, to bring matters of personal concern to the attention of appropriate management or Union representatives under applicable laws, rules, regulations, established agency policy, or this agreement.

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

ARTICLE IV

UNION REPRESENTATION

SECTION 1. The Employer agrees to recognize the elected officers, stewards, and designated representatives of the Union. Stewards, not to exceed forty-five (45), will be designated by the Union from among Unit employees. Stewards will be designated by representational areas related to their geographical areas and will normally restrict their activities to those areas.

a. As required, alternates may be designated to serve and will act as stewards only in the absence (on leave or TDY) of a regularly assigned Union stewards. The Union will furnish the Employer, in writing, and shall maintain on a current basis, by organization, the names of all authorized officers, stewards, and alternates. The Employer will publicize a list of the officers, stewards, and representatives of the Union on a current basis.

b. The Employer agrees that when an employee has a complaint, every effort will be made to resolve it at the earliest possible time. When assistance of the Union is sought by the employee, the supervisor concerned will meet with the representative of the Union to discuss the matter.

SECTION 2. The Employer agrees that local and national officers of the American Federation of Government Employees shall be allowed on the base on official business upon request and presentation of credentials. Specific work areas will not be entered during duty hours without permission of the official(s) in charge of the area if such official (s) are locatable by reasonable effort. Such permission shall not be unreasonably withheld.

SECTION 3. The primary responsibility of a steward is assigned duties as a Government employee. As an official of the Union, the steward has accepted the Union authority and responsibility for consultation with management officials on policy matters affecting on behalf of the Union during duty hours or when representing members of the Unit within the provisions of this Agreement.

SECTION 4. Stewards and/or officers, where appropriate, will be authorized to be absent from duty stations. Stewards will notify their immediate supervisors of the nature and estimated duration of a meeting where their presence is required. Immediate supervisors will release stewards/employees/officers from their duty station and advise them of the conditions of the release. If workload does not permit immediate release, the supervisor will give the reasons and arrange with the stewards the earliest mutually agreed-upon times. Upon entering a shop or work area, other than their own, the Union representatives will first advise the appropriate supervisor and give the name of the employee to be contacted. If time is required for research and preparation of Employer-requested consultations, duty time will be used on approval of the appropriate official.

SECTION 5. Once a grievance action is initiated and the employee desires representation, the representative will be given the opportunity to be present at all subsequent discussions on that matter. Within this Agreement, reference to "representation" indicates Union Representation or Union-approved representation.

ARTICLE V

SAFETY AND HEALTH

SECTION 1. The Employer will comply with Air Force Occupational Safety & Health (AFOSH) Standards to insure and maintain safe, sanitary working conditions and industrial health protection, and pledges to provide adequate lighting, ventilation, heating, air conditioning, and work space for members of the Unit. The

Employer and the Union will encourage employees to work in a safe manner and to promptly report to their supervisors any unsafe practice or condition observed. Employees have the primary responsibility of their own safety and an obligation to know and observe safety rules and practices for the protection of themselves and others.

SECTION 2. Individuals will not be assigned to positions unless they meet the physical qualification standards maintained in the Civilian Personnel Office.

SECTION 3. Protective Equipment.

a. No employee will be required to perform work without the protective equipment and safety devices required in applicable Agency directives, Table of Allowances, and by the Ground Safety Officer. Changes in, or substitution of, authorized protective equipment will be coordinated with the e Safety Division through normal Air Force channels. Supervisors will require employees to use personal protective equipment and safety devices provided by the Employer. The Employer and the Union recognize the need for the employees to use the protective and safety devices provided by the Employer.

b. Unless adequately protected, no employee shall be required to perform work in an area where conditions detrimental to health or safety exist until such conditions have been removed ore remedied. Any employee who is assigned to perform work in an isolated and potentially hazardous area, such as enclosed area in ceilings, isolated equipment rooms, basements, sewer lines, secluded electrical or heating systems, must be protected by the presence of a co-worker.

SECTION 4. Medical Requirements.

a. Medical examinations will be conducted by the Employer for employees engaged in occupations determined under the Air Force Occupational Safety & Health Program to be hazardous.

b. The Employer agrees to provide suitable/approved safety spectacles, goggles or shields to bargaining unit employees authorized and required for on-the-job protection. Functional managers, with assistance from Safety or Bio-environmental Engineering personnel will determine jobs and work areas that require eye protection and the type of eye and face protection that will be used. Supervisors will refer unit employees to the Eye Clinic for examination and prescription if they require prescription protective lenses and do not have them, or prescription has changed due to diminished or directive vision. Protective eye glasses with safety frames, tempered glass or plastic lenses, temples, and side shields (when required) will be provided, with the type of frame available from the Employer to be optional with the employee, except that only plastic frames will be used in flammable/explosive atmospheres and when working around electrical/electronic hazard areas. Metal frames may be used where employees are subject to heat, chemical mists or substances that adhere to or mar plastic frames.

SECTION 5. The Union will submit a list of not less than five (5) persons from which the Employer will select one (1) member to serve on the organization's Mishap Prevention Committee. Each list must contain only names of persons assigned to the organization which establishes the Mishap Prevention Committee. A separate list of reach Committee must be submitted. Normally, the selected member will serve for a period of six (6) months with the concurrence of the Union. The Union Committee member will be on official time while meeting with the organization Mishap Prevention Committee during normal duty hours. IF management requests Committee members attend Mishap Prevention Committee meetings other than during normal duty

hours, the members will be on official time. The Union President or designated representative shall serve as a member of the Base Safety Committee.

SECTION 6. Any written Operating Instructions or Standard Operating Procedures concerning safety practices or procedures will be posted on appropriate bulletin boards or maintained in files which are readily available to employees who need to know or use the instructions or procedures. Employees will be apprised of the instructions prior to filling or posting. Appropriate bulletin boards are those boards normally reviewed by employees who need to know or use the instructions or procedures. The Union and the Employer will encourage employees to acquaint themselves with safety instructions and procedures pertinent to their jobs.

SECTION 7. The Civilian Personnel Officer will periodically publish information concerning location of the regulation of the regulations governing administration of the Federal Employees' compensation Act and the procedures for reporting injuries.

SECTION 8. Hazards.

a. An employee or designated representative may request in writing to have an investigation and determination into an alleged hazardous working condition created by substances such as asbestos, toxic chemicals, etc. The Employer will conduct necessary tests and investigations pursuant to appropriate Air Force Occupational Safety and Health (AFOSH) standards, and furnish the requester a written report to include findings and determinations.

b. The Employer agrees to provide appropriate occupational medical examinations to employees exposed to hazardous levels of asbestos, toxic chemicals, etc., in excess of established limits.

c. The Employer will provide and required the use of special clothing and equipment for any employee exposed to airborne concentrations of asbestos or other toxic materials when the substance exceeds established levels as described in appropriate AFOSH standards.

ARTICLE VI

INCENTIVE AWARDS

SECTION 1. The Employer agrees to appoint two (2) employees nominated by the Union to serve on the Incentive Awards Committee. In making the initial appointment the Union will nominate seven (7) qualified Air Force employees and the Employer will select two (2) for appointment to the Incentive Awards Committee. Whenever the Employer changes membership of the Committee, or when a membership change must be made for other reasons, the same nomination and selection procedure will be followed. Union members will serve on the Committee just as other Committee members.

SECTION 2. All suggestions will be evaluated promptly and fairly. The evaluation shall be based solely on the merit of the suggestion. Employees who believe that their suggestions have not been promptly or fairly evaluated shall present their complaints with factual back-up data to the Executive Secretary of the Incentive Awards Committee for reconsideration.

SECTION 3. The Employer and the Union will encourage employees to demonstrate initiative in submitting suggestions under the Incentive Awards Program to include matters of safety, economy, job improvements and management improvements.

SECTION 4. Cash awards and quality salary increases will not be limited except as to the availability of funds. The Base Commander may delegate authority to approve awards of more than \$400.00.

SECTION 5. There will be no arbitrary or unreasonable limitations placed upon the number of nominations submitted to any organization head.

ARTICLE VII

PERFORMANCE APPRAISALS

SECTION 1. Civilian Personnel Performance and Promotion Appraisal

a. The Air Force Civilian Personnel Performance Management Program (embodied) in AFR 40-452 will be applied to Bargaining Unit Employees in a fair manner. Management will adhere to the Spirit of this program insuring that established standards are job-related and objective. All employees will be evaluated on actual job performance rather than on personal traits and characteristics and this appraisal system will be used as a basis for decisions to train, reward, assign, promote, retain or remove employees. This program will be applied without regards to politics, race, color, religion, age, sex, marital status, national origin or any handicap condition. Once all employees are rated, this system will be the only system for measuring employee current performance for use in personnel actions.

b. The Initial Performance Appraisal. When an employee is appointed, reinstated, or transferred to the Air Force from another Federal Agency, the employee is assumed to have an entrance appraisal of fully successful. The assumed rating is used until replaced by the rating required at the end of the first 90 days. The employee must be appraised at the end of, but no earlier than 90 days.

c. The Annual Performance Appraisal. The Appraisal cycle for all GS employees starts 1 Jul and ends 30 Jun. The appraisal cycle for all FWS employees starts 1 Feb and ends 31 Jan. The corresponding effective date of the appraisal for use in personnel decisions is 1 Sep and 1 Apr respectively. If the 90 day period the initial appraisal ends between 3 Apr and 30 Jun for GS employees and 3 Nov and 31 Jan for FWS employees, the supervisor may recertify the initial (end of 90 days) appraisal. The employee is informed of the recertification.

SECTION 2. The following definitions will apply:

a. Performance Appraisal System. A system which provides for the establishment of performance standards, identification of critical and noncritical job performance elements, communication of standards and job performance elements to employees, evaluation of employee's performance against the requirement of the job performance element and substantiation of ratings. This system, as applied to bargaining unit employees, will be (as described in Section 1a above) fair, objective, equitable, valid and job related. Performance standards will, to the maximum extent feasible, permit the accurate evaluation of the job on the basis of objective criteria related to the job in question.

- b. Performance _An employee’s accomplishments of assigned duties and responsibilities.
- c. Job Performance Element. A significant requirement, of the job, derived by analysis of the job. A job performance element may be an important duty or responsibility of the position, or it may be a specific project or task consistent with or directly drawn from the duties and responsibilities in the position description.
- d. Critical element. A job performance element of an employee’s job of sufficient importance that performance below the minimum performance standard established by management requires remedial action and denial of merit pay or a within-grade increase, and may be the basis for removing, reassigning or demoting the employee. Such action may be taken without regard to performance on other job performance elements.
- e. Noncritical Element. A job performance element which has not been designated as critical but which is nevertheless, an important part of the position and is considered in determining the overall performance level. Performance below the minimum standard established by management requires counseling and denial of merit pay or with-in grade increases and denial for merit promotion consideration.
- f. Performance Standard. A description of the minimum level of accomplishment necessary for satisfactory performance. Performance standards are expressed in terms of qualitative or quantitative objectives, specific actions, project assignments, or other requirements related to job performance elements. There may be more than one standards set for a single job performance element. Standards will have a spread between the minimum and maximum that will permit an employee to achieve the minimum requirement without having to reach perfection.
- g. Performance Requirements. The aggregate of the performance standards set for a job performance element.
- h. Satisfactory Performance. A level of job performance which is neither higher nor lower than would be expected from a majority of personnel (average employee) in a similar position. The employee typically performs at a satisfactory level when schedules are met on time, production is at satisfactory level, and mission requirements are achieved. A level at which job performance standards are written and a level of performance which results in a fully successful rating.
- i. Unacceptable Performance. A level of job performance that fails to meet the performance standards for one or more critical job performance elements.
- j. Performance Appraisal. A systematic comparison of an employee’s performance of duties and responsibilities with employee’s performance of duties and responsibilities with performance standards.
- k. Appraisal Period. The period of time on which a performance appraisal is based.
- l. Entrance Appraisal. The assumed (fully successful) rating given from day 1-90 after entrance on duty with Air Force.
- m. Initial Rating (Appraisal). The (mandatory) appraisal rendered at 90 days from entrance on duty with the Air Force.

n. Rating Official. The supervisor who evaluates the performance of an employee and assigns the rating. This is the employee's first level, immediate supervisor of records.

o. Reviewing Official. The Supervisor in the chain of command is at the next higher level to the rating official. This is the rating official's supervisor of record. If the immediate supervisor is the highest level in the chain of command at the installation, generally he or she will also serve as the reviewing official.

SECTION 3. Procedure for Developing Performance Standards.

a. Management will encourage the employee to participate in the process of establishing job performance elements and performance standards. Employees should review position descriptions and advise management of apparent discrepancies. The manager should assure that the discrepancies are resolved and the position description is adequate. Employees should cooperate in developing job performance elements and standards and advise management of any factors they believe should be considered in appraising performance. Should agreement not be reached, management will make any required final decisions.

b. Management will give each employee a copy of performance standards established for each performance element (performance plan) at the beginning of the rating periods. The employee should sign the performance plan.

c. Management will initiate periodic discussion regarding the employee's accomplishments at least twice a year or more often if there are performance problems. The employee should participate in the discussions and documentation of accomplishment during appraisal discussions and meetings.

d. Satisfactory performance is a level of job performance which is neither higher nor lower, than would be expected from a majority of personnel in a similar position.

e. Identifying Performance Elements. Performance elements are the significant duties and responsibilities of the position on which the employee is appraised. They are identified through analysis of the major requirements of each employee's job including important tasks. Performance elements must be consistent with the level of responsibility of broad duties of the position description. The ratio of the critical to noncritical elements will be consistent with duties and responsibilities of the position.

f. Setting Performance Standard. A performance standard describes how the element is to be done and at what level it should be done to be fully acceptable. The performance standard for each performance element must be defined in measurable terms.

SECTION 4. Performance Rating

a. Employee's performance rating will be the result of application of standards of performance to the employee's performance on both critical and noncritical elements. Only elements identified in the performance plan will be rated. Any rating on an element other than "met the standard" will require documentation on the performance plan. The initial rating of each element will be one of the following:

- (1) Exceeded the Standard
- (2) Met the Standard
- (3) Did Not Meet the Standard

After completing the initial assessment of how well the employee has performed the requirements of each element, an overall rating of total performance will be assigned one of the five ratings: superior, excellent, fully successful, minimally acceptable, or unacceptable.

b. The supervisor will discuss the rating with the employee and give the employee a copy of the final rating within five (5) workdays after the appraisal discussion. Disagreement concerning the ratings will be resolved through the negotiated procedure.

c. Change of Rating Official. If the rating official changes or departs during the rating period and has supervised the employee for 90 days or more, a close out appraisal and discussion is accomplished before the supervisor leaves. This is not a rating of record for official purposes and will not be documented in Personal Data System- Civilian (PDS-C) but serves only as information for the new supervisor. If the rating official changes or departs during the rating period and has supervised the employee for less than 90 days, the performance plan, standards and documentation of performance progress discussion are transferred to the new supervisor.

SECTION 5. Responsibilities of Officials.

a. Rating Official. The immediate supervisor has responsibility to: analyze the job, review the mission and anticipated work review the position description, identify and communicate critical and noncritical performance elements to the employee, establish and communicate performance standards, write performance elements and standards into performance plan, conduct periodic reviews and discussion of employee performance, evaluate and rate performance work behavior, with a discussion at the end of rating period, grant or recommend awards, and complete probation period certification.

SECTION 6. Relations of Personnel Performance Appraisal to Personnel Action.

a. Recognition for Performance. The primary intent of this program is to pay for performance, therefore the job performance, rating must reflect the true level of performance and productivity. Superior performance will be recognized in some manner, in addition to basic pay. Excellent performance should be recognized and considered for award. Some of the examples for such recognition include granting a WGI for full successful performance, granting a cash award for performance that is above fully successful, granting a QSI for superior performance. There will be no "required or predetermined" distribution of performance ratings. Performance ratings will be based solely on individual performance, without regard to performance ratings received by other employees.

b. Employee will be notified in writing at least 60 days prior to the end of the WGI waiting period if performance has deteriorated below fully successful and the potential of WGI denial exist. Specific job performance elements, performance standards, and a specific statement of how the employee must improve their performance in order to be fully successful will be provided to the employee. Written negative determination will be issued 30 days before the WG due date. The employee will be advised of the reconsideration official, the fact they have 15 workdays to respond, and the employee will be provided a reasonable amount of official time to prepare and respond either orally, in writing or both. The reconsideration official will notify the employee of the final decision no later than 30 days of the request for reconsideration. If the final decision is not made within the 30 days, the employee may proceed to MSPB or the next step under the grievance procedure. If an oral response is made, a transcript or summary will be made of the response within 5 workdays of the presentation and the employee or representative will have 5 workdays to submit a written exception to the transcript. The same procedure of ARTICLE XXIV, Grievance procedure, will apply to withholding WGI's.

c. Awards. An expressed requirement of the CSRA is that performance appraisal systems recognize and rewards employees whose performance so warrants. Performance appraisals must be used as the basis for granting quality step increases. Quality step increases may be granted to employees who have been performing the most important functions of their positions in a manner that substantially exceeds usual requirements, so that, when viewed as a whole performance is at a high level of effectiveness.

d. Promotion. An overall satisfactory performance rating (fully successful level) shall satisfy all performance requirements for promotion.

e. Training. Management shall assure that employees receive assistance in improving unacceptable performance, such as training, counseling, etc. Should unacceptable performance be detected, the supervisor should immediately counsel the employee and determine what assistance is necessary. It should not be delayed until the end of the appraisal period. Performance appraisals must be used for determining the training needs job employees. Employees may be afforded training to improve performance and acquire job related skills where training will achieve fully acceptable level. The performance appraisal should help identify remedial or development training necessary for an employee to meet a specified performance standards. Supervisors will make an effort to determine if training will help an employee's performance. This training will be given a sufficient high ranking within the appropriate priority.

SECTION 7. Procedures for Applying the Performance Appraisal System.

a. Within grade increases will be granted for overall satisfactory performance (fully successful level) and the employee has met the required waiting period.

b. At the end of the appraisal period, performance accomplishments will be discussed to include the initial assessment of each performance element.

c. Should a supervisor detect that an employee's performance is not acceptable (anytime during the

rating period), the supervisor must identify for the employee the critical element for which performance is unacceptable and then give the employee a reasonable time to demonstrate performance before proposing an adverse action.

d. Employees on extended detail will have the temporary assignment properly reflected in the performance plan.

e. Due consideration will be given to factors beyond the employee's control when assessing performance.

SECTION 8. Dealing with Unacceptable Performance.

a. Management rights found in Article III, section 2 of this agreement subject to PL-95-454, Chapter 43, Subsection 4303 include demoting or removing the employee based on unacceptable performance.

b. The supervisors will initiate an opportunity period to give the employee a reasonable time to improve and will inform the employee what is required to bring it to fully successful level. The supervisor will help the employee improve performance during the opportunity period. This can include things such as closer supervision, counseling, personal demonstration, coaching, on-the-job training and formal training. When the employee's performance continues to be unacceptable after the opportunity period, the supervisor must take appropriate action. This action could be reassignment to another position in the organization or installation if vacancy exists, or demotion. If reassignment or demotion is not feasible, then there is no justification for retaining the employee.

c. The supervisor will provide, when demoting or removing, a 30 day advance written notice of proposed action which identifies specific instance of unacceptable performance on which each instance of unacceptable performance. Upon request of an employee or representative and the approval by a higher level management official than the supervisor, the proposed effective date will be extended up to an additional 30 days.

d. The manager when proposing a demotion or removal will give the employee a (ten) days advance written notice of proposed action. The employee may reply orally and in writing within 15 days of receipt of the proposed notice. The final decision must be in writing signed or approved by a higher level management official than the management official who proposed the action.

SECTION 9. Employees dissatisfied with the final rating received are entitled to representation in accordance with the negotiated grievance procedure.

SECTION 10. Appraising Temporary Duty Performance or Detail.

When an employee is on detail or temporary promoting, the rating official will coordinate with the detail or temporary promotion supervisor so that the duties and responsibilities of the temporary assignment are properly reflected on the performance plan maintained by the rating official or in a performance plan. Set up, kept and completed by the detail or temporary supervisor. If an annual appraisal is due and the employee is on detail or

temporary promotion, the appraisal will be accomplished by the detail or temporary promotion supervisor if the detail or promotion has lasted 90 days or more. If the period was less than ninety (90) days or the employee is no longer on detail or temporary promotion, the rating official completes the appraisal but consults with and considers the view of the detail or temporary promotion supervisor.

SECTION 11. Each employee will have an AF Form 860A (Part I, II, III, and IV) completed at least annually. Rating on individual elements that are substantiated by the rater in writing will not be changed. If rating on individual elements support the overall summary rating according to the rating definition, the overall rating will not be changed. No official of higher level will lower a rating substantiated by the rater. Ninety (90) days is considered the minimum amount of time in which a supervisor can make an objective appraisal.

SECTION 12. Performance will be discussed with the employee at least every 90 days. Employees will be informed of any deficiencies noted in performance elements and performance factors. All performance factors will be evaluated according to the context of the employee's current position and performance. The rating supervisor will within 30 days of the completion of the appraisal period complete blocks in Part I, II, III and IV and submit the appraisal to the reviewing official. The review will be completed and the appraisal will be discussed with the employee within 45 days after the end of the appraisal period. The rating supervisor will, within – five days before or five days after the completion of the appraisal period, make the further discussion of the employees overall performance. The immediate supervisor will periodically (every 90 days) evaluate each employee on both the work performance and the Part III of the AF Form 860. This evaluation will be documented as to whether met, failed to meet and specific instances of such performance. A copy of this will be given to the employee during the discussion.

SECTION 13. Appraisal factors will be used in the same competitive procedures as described in the negotiated Merit Promotion Plan, Para 18. If CPO demines that an action other than the one Para 18, should be competitive, this determination will be made known before the action is taken.

SECTION 14. Supervisor when rating employee if the Performance Management Program the rating will be made in accordance with the provision of Section A1 of the negotiated Merit Promotion Plan. No rating will be given just to satisfy the rating spread (Bell Curve). The reviewing official will not lower any proposed rating just to satisfy the spread rating (Bell Curve). If the endorsing official changes any rating that results in the lowering of the rating, it will be fully documented. If any of the rated factors on Part III are below central range, the reason will be documented.

SECTION 15. The Drug and Alcohol Abuse Prevention and Control Program

a. The Employer and the Union recognize: That the efficient accomplishment of the operations of the Air Force and the wellbeing of the employees requires that orderly and constructive relationships be maintained between the Union and management Officials,; and that effective employee management cooperation in the public service requires a clear understanding of the respective rights and obligations of the union and the Employer and this program will be administered within this context.

b. The Union and the Employer jointly recognized alcoholism and drug abuse are treatable illness. Drug and alcohol abuse that impairs the performance, attendance, conduct, or the mission are not compatible with the Air Force and civilian standards. Both parties recognize the Air Force program as a rehabilitation effort to improve the health, productivity and overall quality of the civilian work force. Any employee who participates in this program will be entitled to all rights and benefits provided to the employees who are sick, as well as specific services and assistance which this program may provide. They will be given the same consideration and help as employees with other health problems.

c. Supervisors will confront employees in private who have performance or attendance problems. The focus of these meetings will be the job related problems. Supervisors will not try to diagnose any problems other than job related problems; and will not moralize or lecture the employees about other matters. Where the supervisor has documented the performance, attendance, or other work related problems, and has good reason to suspect that there may be a nonwork problem causing the work problem, the supervisor will refer the employee to Social Actions for assistance.

Discuss the job related standards of the performance and conduct, and explain the unacceptable conduct or performance. Tell the employee what must be done to improve, and give a reasonable time limit for improvement, offers help and assistance.

d. Tells the employee that an appointment will be made and that duty time will be used for the initial appointment and the eight (8) hour screening appointment. Sick, annual, or leave without pay will be granted for subsequent rehabilitative sessions, medical treatments and other rehabilitative activities. If requested, advance leave may be approved. Leave will not be used as an impediment to participation in the rehabilitation program.

e. The employee has the right to decline any service offered by Social Actions, once the mandatory referral counseling session has been satisfied. Participation in this program is purely voluntary once the required referrals have been accomplished. If the employee refuses, the supervisor explains what corrective action will be taken.

f. Both parties recognize that progressive discipline is a major factor in the success of rehabilitative efforts in the Employee Assistance Program. The Employer agrees to give employees participating in this program a reasonable amount of time to show improvement before taking any severe disciplinary action. Employees will be encouraged to participate in the program where there is an admitted existing problem or the supervisor has a good reason to believe that there is a problem. When the supervisor suspects a work problem is caused by a drug and alcohol abuse, the employee will be referred to Social Actions office for the initial counseling session and the 8 hour screening session. There will be no disciplinary action taken until these sessions are completed. If after these sessions it is determined that a drug and alcohol problem does exist, the employee will be offered further rehabilitative services. No disciplinary actions will be taken prior to these actions. If the employee refuses or it is determined that there is no alcohol or drug abuse problem involved, only ten will the disciplinary action be taken.

SECTION 16. Handicapped Employees.

A handicapped employee may not be able to provide medical documentation to support medical condition (medical condition means health impairment which results from injury or disease including psychiatric disease) but still have a medical or physical impairment that requires reasonable accommodation. When dealing with a handicapped employee's performance or conduct problems, both the supervisor and the CCPO will affirmatively discharge all obligations required by 296 CRF Part 1613, Section 1613-704 or any other statutory requirement.

ARTICLE VIII

MERIT PROMOTION

SECTION 1. GENERAL PROVISIONS

a. Policy Objectives:

1. The Maxwell/Gunter AFB promotion policy is based on conformance with merit principles with the framework of law executive orders, rules and regulations applicable to personnel matters.

2. Identification, qualification, evaluation, or selection of candidates will be made without regard to political, religious, labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, non-disqualifying physical handicap, or age and shall be based on job-related criteria in accordance with legitimate position requirements.

3. This plan is designed to ensure the systematic means of selection for promotion according to merit and encompasses the objectives and goals of the Equal Employment Opportunity Plan.

4. Except as specifically stated in this plan, the provisions of appropriate Air Force regulations, supplements to the Federal Personnel Manuals and guidance from HQ Air Force will be followed when conducting merit promotion actions at Maxwell/Gunter Air Force Bases.

b. Management's Right to Select or Nonselect from among a Group of Best Qualified Candidates:

Management has the right and the responsibility to select from any appropriate source and to determine which are most likely to meet mission objectives and/or the Maxwell/Gunter Affirmative Action Program objectives and/or the Maxwell/Gunter Affirmative Action Program objectives and goals.

SECTION 2. COVERAGE

a. General coverage:

This plan establishes policies for use under the Promotions and Placement Referral System (PPRS). These policies are applicable when covered positions in the competitive service are filled by promotion and/or other actions subsequently leading to promotion.

b. Plan Coverage:

1. This plan covers all bargaining unit positions staffed by the Maxwell AFB Civilian Personnel Office.
2. The following employees may apply under this plan:
 - (a) Permanent Civil Service employees serviced by the Maxwell AFB Civilian Personnel Office.
 - (b) Permanent Air Force employees in the Excepted Service having personal competitive status and serviced by the Maxwell AFB Civilian Personnel Office.
 - (c) Permanent DoD employees in Leave-Without-Pay (LWOP) status.

c. Areas of Consideration:

1. Minimum Area:

- (a) All organizations serviced by the Maxwell/Gunter AFB Civilian Personnel Office.
- (b) When reorganization occurs the minimum area may be limited to employees within the organization affected.
- (c) Permanent DoD employees in LWOP status will be considered to be in the minimum area of consideration for the purpose of this Plan.

2. Extended Area:

The area of consideration will be extended beyond the minimum area when management determines it is necessary to produce a greater number or quality of candidates to meet mission objectives and/or EEO objectives.

SECTION 3. RESPONSIBILITIES

a. The Civilian Personnel Officer, acting for the commander and through the CCPO staff, will:

1. Uphold merit principles and practices in the implementation of the merit promotion plan.
2. Develop area of consideration, job requirements, and selection methods in accordance with appropriate directives and in cooperation with supervisors/managers.
3. Assure that competitors are properly evaluated, ranked, and certified for promotion consideration.

b. Management will:

1. Assist Civilian Personnel Office staff in the job analysis process.
2. Keep employees informed of the provisions of this plan.
3. Consider and select candidates. After approval of elections by appropriate authority, notify the losing supervisor and annotate the release on the promotion certificate.
4. Notify all candidates of selection (orally or in writing) and document the promotion certificate accordingly, Candidates may request notification in writing.
5. Refrain from administering written, oral or performance tests in the selection process.

c. Employees will:

1. Familiarize themselves with the procedures of the promotion program.
2. Review their official personnel files at least annually and update experience, education and training which may be used as a basis for promotion consideration. Submit SF-172, Amendment to Personnel Qualifications, in sufficient time to allow update of the automated data base.

SECTION 4. IDENTIFICATION, EVALUATION, AND CERTIFICATION

a. Methods of locating candidates and identification:

1. Candidates will be located through the use of PPRS, applicant supply files or vacancy announcements. Any one or combination of these methods may be used.
2. When vacancy announcements are used, publicity will be appropriate for the pertinent area of consideration. Applications will not be accepted beyond the closing date of the announcement, except in rare circumstances where good cause is shown. Applications received by mail must be stamped in the CCPO not later than the next business day after the closing date.
3. Employees desiring to be considered for reassignments and/or change to lower grades must submit a letter to the CCO identifying the specific position titles and grades for which they wish to be considered.
4. When PPRS is used, candidates who progress to the final progression level and factor (PLF) will be initially referred to the supervisor. Candidates in the next lower progression level may be referred if the supervisor requests or if necessary to meet EEO goals and objectives. A certificate will usually contain names of up to 10 candidates and not more than 15 if ties exist within the PLF. Ties will be broken by using the RIF Service Computation Date (SCD)

- (a) One additional name will be certified for each additional vacancy to be filled.
 - (b) When two or more supervisors request a certification at the same time, the same eligible will be certified to each supervisor. Additional names may be certified if top ranking candidates decline.
 - (c) Names will be referred in alphabetical order.
 - (d) All certified eligibles will be considered and any may be selected subject to the requirements of applicable priority placement considerations.
 - (e) When Maxwell/Gunter candidates are certified, such employees shall comprise the initial promotion list along with such other candidates as required by law or regulation
5. Only experience, education and training information in the employee's PDS-C record prior to date of the PPRS Selection Request used to establish the promotion register will be used.

b. Sort Priorities:

Sort priorities determine the rank order of candidates within each PLF. Appraisal of Work Behaviors (Part III, AF Form 860) will be used to sort candidates within the PLF in accordance with FPM Chapter 335, requirement 3.

c. Merit Promotion Certificates:

- 1. Merit Promotion Certificates will not be finalized until the Personnel data System – Civilian (PDS-C) records reflect a current supervisory appraisal for all eligible candidates, unless an exception is granted by the Wing Commander. Managers will assure that current appraisals are on file for all employees under their supervision.
- 2. Merit promotion certificates not completed within 40 days after receipt will become invalid unless an extension is granted by the Civilian Personnel Officer for continued use.

d. Selective Certification:

Additional job related qualifications requirements will be documented and substantiated in the job analysis as follows:

Air Reserve Technician (ART) eligibility certification for all ART positions.

Placement factors critical to successful job performance, as determined by appropriate job analyses.

The requirement for appropriate valid state drivers license when filling positions classified as operators of motor vehicles.

SECTION 5. MISCELLANEOUS

a. Corrective Action for Failure to Receive Proper Consideration:

If the corrective action does not require vacating the position, employees who were not promoted or given proper consideration because of a violation will be given a priority consideration for which they qualify and which is no higher than the grade for which they missed the opportunity. Only one opportunity is provided for each missed consideration.

b. Handling Employee Complaints and Resolving Dissatisfactions:

Employees who believe they were not given appropriate credit for experience/education, that they were incorrectly ranked, or that the terms of the Plan were not otherwise followed should discuss their complaint initially with the CCPO in an effort to resolve the dispute. Complaints by Bargaining Unit employees are processed under the negotiated grievance procedures.

SECTION 6. DEVELOPMENTAL OPPORTUNITY PROGRAM (DOP)

a. Purpose:

This program is designed to provide upward mobility opportunities for employees who have potential but lack qualifications for bridge or career positions to the GS-9 level and above.

b. Eligibility:

1. U.S. citizen employees at GS-1 through GS-8 and WG-1 through WG-7 who are not serving on time limited appointments or on positions targeted to GS-9 level or above.
2. Employees serving under Excepted appointing authority whose appointing authority provides for conversion into the competitive service.

c. Identification of Positions:

Positions to be used under this program will be identified by management, taking into

consideration the suitability of the position for developmental opportunities. Positions identified will be restructured to an appropriate level to assure the broadest possible participation by eligible candidates.

d. Method of Identifying and Evaluating Candidates;

The competitive process will be used to select the candidate for entry into the restructured position. All DOP positions will be announced to allow application of any employee who is eligible to apply. The candidates will be evaluated through the PPRS and/or other appropriate means, such as panel interviews, assessment centers, or other related performance exercise or combinations of methods such as self-evaluation criteria. The evaluation will be based on a job analysis of the position at the entry level. Candidates must be basically qualified for the entry level position. If no candidates are available who meet basic qualifications for the entry level, consideration will be given to waiving qualifications for entry into the entry level position. If qualifications are waived, a training plan will be required.

ARTICLE IX

EMPLOYEE/SUPERVISOR RELATIONSHIPS

SECTION 1. Supervisor's Record of Employee (AF Form 971) is provided for use by supervisors for recording personnel actions, training and qualifications, and for noting commendations, disciplinary action, and other matters pertinent to the personnel management responsibilities.

SECTION 2. Employees will be permitted to review their individual record card upon request to the supervisor.

SECTION 3. The Supervisor will not place detrimental data on the record card or prepare a written record for attachment to the record card without discussion with the employee concerned prior to placement or attachment of such data on or to the card. Copies of such attachments will be furnished upon request. When any such data is removed from the employee's personnel file, it will be forwarded to the employee or destroyed, and the notation will be removed from the record card.

SECTION 4. At such time as supervisors prepare the employee performance rating, the employee may review that record card to ascertain if the card reflects detrimental information which is not substantiated. If so, the supervisor will ascertain whether the condition which prompted the entry has been corrected. If the condition has been corrected, the entry will be removed from the card.

SECTION 5. Anytime a management official or supervisor takes disciplinary action against an employee, a copy of the documents on which the action is based will be provided the employee, provided the documents are not determined to be classified under the provisions of Air Force security program.

ARTICLE X

EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. The Employer and the Union agree to cooperate in providing equal opportunity in employment for all persons: to prohibit discrimination because of age, race, color, religion, sex, national origin, or on the basis of handicapping conditions, and to promote the full realization of equal employment opportunity through a continuing affirmative action program.

SECTION 2. The Employer and the Union will conduct a continuing campaign to eradicate every form of prejudice and discrimination from the Employer's personnel policies, practices, and working conditions.

SECTION 3. The parties agree that every effort will be made to utilize, to the fullest extent, the present skills of employees by all means, including the redesigning of jobs where feasible; and to provide the maximum feasible opportunity for employees to enhance their skills through on-the-job training, work-study programs, job design measures, and other training programs so that they may perform at their highest potential and advance in accordance with their abilities.

SECTION 4. Committees and Subcommittees.

a. There shall be established an Equal Employment Opportunity (EEO) Committee with one (1) member appointed by the Union. The committee will meet at least quarterly on definitely established dates and shall perform the following functions:

- (1) Review the effectiveness of the Five-Year EEO Affirmative Action Plan and other programs under the Article.
- (2) Identify corrective action to remedy shortcomings in existing EO plans and programs.

b. EEO subcommittees shall normally include, but not be limited to affirmative action, upward mobility, recruitment, black and Federal Women's committees. The Union may appoint a bargaining unit member to each EEO subcommittee.

SECTION 5. The Employer agrees to furnish the Union a copy of the Equal Opportunity Plan of Action. The Union will be provided all data furnished subcommittee members and EEOC concerning bargaining unit employees unless prohibited by applicable laws.

SECTION 6. The Employer agrees to consider Union nominations for one (1) Equal Employment Opportunity Counselor and one (1) alternate when appointing counselors. Candidates selected shall meet the criteria established by the program and will be trained in accordance with provisions of applicable regulations.

SECTION 7. In recognition of the union's role as exclusive representative the Employer agrees to the following:

- a. EEO counselors will be required to inform all complainants covered by this Agreement of the right to Union representation during pre-complaint counseling, and at every stage of the complaint proceedings; and
- b. The Union shall have the right to be present at all formal EEO discussions between Management and employees that may affect the overall bargaining Unit. The Union has the right to be present at meeting concerning EEO complaints if the employee requests.
- c. Upon request of the Union and consent of the employee, the Employer will provide the Union the current status of EEO complaints to include any proposed remedial or corrective actions.

ARTICLE XI

CAREER DEVELOPMENT

SECTION 1. The Employer agrees to determine potential for, and where appropriate, to arrange training for an employee in another line of work, when the employee's position is eliminated because of Reduction-In-Force, automation or adoption of labor-saving device, and who cannot be reassigned in present skills. The retraining must be with the employee's consent, and it must be consistent with applicable regulations regarding training.

SECTION 2. The Employer will determine potential for and, where appropriate, retrain handicapped employees who cannot be utilized in their present positions, provided they desire the retraining.

SECTION 3. When employee's experience and training preclude advancement, the Employer will counsel employees with a view to improving their potential. The Union will encourage employees to take advantage of the opportunities the Employer suggest or provides.

SECTION 4. The Employer and the Union will encourage members in self-development activities as a means of increasing their job knowledge and efficiency. The Employer agrees to fully utilize the job-related skills of employees gained through self-development efforts through normal selection processes. Upon request by the employee, the Employer will make every effort to adjust work schedules to allow participation in job-related training.

SECTION 5. The Employer will assist in the training and development of employees to help them reach their highest potential for career growth.

ARTICLE XII

REDUCTION IN FORCE

SECTION 1. The Employer agrees to notify the Union in advance of reductions-in-force in which member of the Unit will likely lose grade or pay, the reasons for the reductions, effective date, and the number of positions involved. Upon request of the Union, and after the data has been determined, but prior to implementation, the Employer agrees to inform the Union of the competitive levels affected and the number of employees affected in each level.

SECTION 2. Reduction-In-Force will receive full attention of Management to minimize work force impact. The broadest competitive levels possible will be used in order to place the maximum number of employees in competition.

SECTION 3. Any reduction in personnel shall be achieved where possible by restricting recruitment and promotion and by meeting ceiling limitations through normal attrition. When feasible employees in surplus positions shall be reassigned to vacant positions for which they qualify. If such vacancies exist at both Maxwell and Gunter the employee will be given an opportunity to express a preference which shall be given consideration.

SECTION 4. Subject to the Federal Personnel Manual, the Employer will seek to obtain a waiver of qualification requirements when deemed feasible by management in order to place an employee affected by reduction-in-force in a vacancy. The Employer will determine whether the vacancy will be diluted to a lower level prior to offering it to the affected employee. If the employee accepts the lower level position, the employee will received preferential treatment, when the employee becomes fully qualified under current directives until such time as the employee's grade or position reaches the same level as that held at the time of the original reduction-in-force.

SECTION 5. A reasonable offer for the purpose of grade and pay retention will be governed by Title VIII CSRA, FPM BTN 536-1, and applicable agency directives and shall include, but not be limited to, the offer of a Position, the grade of which is equal to or higher than the retained grade and a permanent full time position (except as provided in FPM536-1), one for which the employee is qualified and in the same commuting area (except as provided in FPM536-1)

SECTION 6. The Union will be notified and informed of any programs for employees affected by reduction-in-force or programs directed under authority of Title VIII, subsection 5364, of the Civil Service Reform Act. Upon such notification the provisions of Article III, section 3e shall apply.

ARTICLE XIII

USE OF MILITARY AND CONTRACT SERVICES

SECTION 1. When the Employer, in accordance with applicable laws, proposes to assign duties historically performed by members of the bargaining unit to military personnel, the Union will be contacted in order to communicate the reason and attempt to mutually develop a method of implementation that will lessen the adverse impact of the assignment on members of the unit.

SECTION 2. When considering contracting series and duties historically performed by unit members, careful consideration will be given to the impact and displacement of unit members and the Union will be so notified. The Union will be furnished, upon request, contract specifications and cost data in accordance with applicable laws and directives.

SECTION 3. The wellbeing and safety of bargaining unit employees will be considered by management when assigning Federal prisoners. The Union will, upon request, be given information on the utilization of inmates. Nothing in this Section shall restrict the authority of management to exercise such rights guaranteed under Section 7106, Public Law 95-454.

ARTICLE XIV.

WORK ASSIGNMENTS AND POSITION DESCRIPTIONS

SECTION 1. Work assignments (regular and overtime), whenever possible, shall be commensurate with the description of duties in the employees' assigned position descriptions.

SECTION 2. The "additional duties" required by most position descriptions shall be defined as duties related to the employees' normal work assignments and qualifications.

SECTION 3. Position descriptions shall be accurate and concise as the principal duties and responsibilities of the assigned position. The position description shall be amended on a timely basis when changes occur in the job requirements.

SECTION 4. All members of the Unit shall be furnished with a copy of their current position description.

SECTION 5. Special Provisions for Training Firefighters.

The Fire protection Branch's training program will be conducted in accordance with applicable regulations and directives. Training will be conducted so as not to hinder, restrict, or reduce required protection of aircraft, facilities and personnel. Bunker clothes will be worn in accordance with AFR 92-1. Bunker clothes must be used only in the performance of fire suppression duties and during fire protection training. Reasonable prudence will be exercised by management when planning training exercises involving the use of bunker

clothes during extreme weather conditions. All firefighters will be required to participate in the training program as required by directives.

ARTICLE XV

HOURS OF WORK

SECTION 1. Assignments to shifts or uncommon tours of duty will be posted two (2) weeks in advance of the start of the first shift of the new tour. Assignments to rotating shifts or continuous tours will be for a period of two (2) weeks unless otherwise agreed upon by the Employer and the Union.

SECTION 2. Continuous tour employees shall have their tours of duty arranged to allow each employee two (2) consecutive days off between each basic work week. The Employer agrees to post changes as far as in advance as possible but in no case less than two (2) weeks prior to the administrative work week affected.

SECTION 3. When eight (8) hour shifts are manned on a rotating basis, the rotation schedule will be such that employees will have at least ten (10) hours between the time they complete one (1) shift and return for the next. Individual, temporary changes in the tours of duty will be distributed and rotated equitably among qualified employees. A roster and record of employees involved in changes of tours shall be maintained by the Employer and can be reviewed by the steward.

SECTION 4. The Employer agrees to provide employees, consistent with the nature of the work (i.e., engaged in unusually dirty or contaminating occupations such as painting, parts cleaning, etc.) up to ten (10) minutes of clean-up time prior to non-duty lunch period. Employees in occupations which require the use of tools and similar equipment which must be cleaned and secured will be granted a reasonable amount of time, but not less than ten (10) minutes, in conjunction with personal cleanup for this purpose at the end of the workday.

SECTION 5. Organizational commanders will establish and publish a policy concerning rest periods for the various activities under their jurisdiction. These periods will consist of two (2) paid fifteen (15) minute periods at the approximate midpoints in the first and last four (4) hours of the work shift. The policy will be directed to:

- a. Protection of employee health by relief from hazardous work;
- b. Reduction of accidents by reducing fatigue;
- c. Relief from mental fatigue caused by performing repetitive tasks or working in confined quarters;
- d. Possible increase or maintenance of high quality or quantity of production.

SECTION 6. The selection of employees for assignment to a night shift or an uncommon tour of duty shall, when determined by the supervisor to be feasible, be made in accordance with the following procedure:

- a. Those qualified and volunteering for the change;
- b. Each shop will establish and prominently post a shop roster. Initially rosters will be established by Service Computation Date (SCD). Adjustments to accommodate personal convenience with regard to transportation, shared rides, etc., may be negotiated by mutual agreement with the affected employees.
- c. All Volunteers for night shift work, providing their classified skills qualify them for the work to be done, will be utilized first;
- d. In the event that there are more volunteers than required, selections will be made in order of tenure with the employee with the earliest SCD selected first, etc. Once employees have been voluntarily selected by SCD, they will go to the bottom of the roster and will not be offered a choice until all other qualified volunteers have had a choice.
- e. In the event there are not enough qualified volunteers, selections will be made of qualified employees in the order of their appearance on the shop roster. The employee with the most recent SCD shall be chosen first, etc.
- f. Once employees are voluntarily assigned to a night shift, their assignment will usually not be disturbed except by request, or there is no longer a need for their services on the shift. It is to be understood that a voluntary tour of night shift does not subsequently exempt employees when their names appear for an assignment to a night shift on the shop roster.

SECTION 7. Where changes in mission requirements dictate a change in hours of duty, organizational management may take such action. In other cases, organizational management will negotiate changes with the Union. Work hours will not be changed on a temporary basis for the purpose of avoiding the payment of overtime or any premium benefits. In the event of Readiness Capability Exercises that required the utilization of unit members, the provisions of the two-week notice referred to in Section 1 will not apply. The Union will be notified and briefed as far in advance as possible of such exercises and areas of work in which changes may possibly occur and upon completion of the exercise will be briefed as to the involvement of unit members.

SECTION 8. Special Provision for Seventy-two (72) Hour Personnel- Firefighters

- a. The basic work week shall average seventy-two (72) hours with a total of one hundred forty-four (144) hours each pay period.
- b. Each shift shall consist of eight (8) hours productive work and training, and sixteen (16) hours standby time when possible. Variances from this schedule will be adjusted as soon as possible thereafter so the work week consists of twenty-four (24) productive hours and forty-eight (48) hours of standby time;

c. It is understood that all fire and emergency calls will be made regardless of productive time already spent during the shift;

d. The closing of clubs and training will be considered productive time.

SECTION 9. The Employer agrees that when feasible Flexitime will be made available. Where Flexitime cannot be utilized, the affected employees will be given the reasons.

SECTION 10. Employees of the bargaining unit shall not be included in any experiments proposed under Title I or II of Public Law 95-390 – Federal Employees Flexible and Compressed Work Schedules, except to the extent expressly provided under a written agreement between the employer and the exclusive representative.

ARTICLE XVI

OVERTIME

SECTION 1. When scheduled overtime is necessary, the Employer shall distribute overtime assignments equitably among employees engaged in similar work in the particular shop or office in which the overtime is required. Overtime logs will be maintained by the Supervisor.

SECTION 2. The Employer will, upon an employee's request, relieve the employee from an overtime assignment if the Employer determines the reason is valid and there is another employee available for the assignment. The Employee shall not be selected for an overtime assignment again until other employees within the Unit or office have been offered an opportunity for an overtime assignment.

SECTION 3. During overtime assignments, the employee will determine when it is necessary to return tools and/or clean the work area prior to lunch periods and at the end of the work assignment day and include the time required for such duties in the overtime assignment.

SECTION 4. Employees assigned to scheduled or planned overtime work will be given as much advance notice as such assignment as possible. Notice for scheduled or planned overtime work on Saturday and Sunday shall be made no later than end of workday Thursday, except in emergencies.

SECTION 5. Any civilian employee called back for overtime or call-back duty will be paid a minimum of two (2) hours and relieved from duty immediately upon completion of the job for which required. Overtime will be paid in accordance with applicable laws.

ARTICLE XVII

OFFICIAL TIME

SECTION 1. The Employer agrees to recognize for official time purposes employees who are elected officers, stewards and designated representatives of the Union. The Union will furnish and maintain on a current basis a

list of officers, stewards and designated representatives by name, to include official Union position, official duty area or organization and telephone number.

SECTION 2. Matters authorized official time:

a. Official time for representational functions performed by officers and stewards will be authorized for:

(1) Acting as employee representative in grievances.

(2) Attendance at committee meetings as the designated Union representative.

(3) Consultations with management.

(4) Acting as a representative at meetings conducted by management with bargaining unit employees concerning conditions of employment.

(5) Negotiation of collective bargaining agreement including attendance at impasse proceedings during the time the employee otherwise would be in a duty status.

b. Official time will not be authorized for Union officers and stewards to perform internal Union business.

SECTION 3. Procedures for the use of official time.

Stewards and/or officers, where appropriate, will be authorized to be absent from duty stations. Stewards will notify their immediate supervisors of the nature and estimated duration of a meeting where their presence is required. Immediate supervisors will release stewards/employees/officers from their duty stations and advise them of the conditions of the release. If workload does not permit immediate release, the supervisors will give the reasons and arrange with the stewards the earliest mutually agreed-upon times. Upon entering a shop or work area, other than his own, the Union representative will first advise the appropriate supervisor and give the name of the employee to be contacted. If additional time is required for research and preparation of Employer requested consultations, duty time will be used on approval of the appropriate official.

SECTION 4. Amount of official time.

a. Officers and stewards will be granted official time in such amount as mutually agreed upon to be reasonable, necessary and in the public interest as required to perform activities authorized in Section 2a above.

b. Per diem and travel expenses will be authorized when, in accordance with law, an outside authority directs and the Agency issues a travel order for travel outside the Maxwell-Gunter area to conduct labor/management activities.

ARTIVLE XVIII

PAY PROVISIONS

SECTION 1. The Employer agrees to the following two (2) methods for distribution of civilian paychecks:

- a. Mailed to a bank or financial institution designated by the employee.
- b. Mailed to the employee's home address.

SECTION 2. If an employee considers that bank deposit or mail delivery is inappropriate, they may request a waiver from the Civilian Personnel Office to allow them to pick up their checks personally at the Accounting and Finance Office. Individuals may accomplish this by submitting a letter directly to the Civilian Personnel Office outlining their specific reasons why mailing is inappropriate. Approved requests will be reviewed at least annually as directed by the Base Commander to determine if the reasons for waiver still exist.

ARTICLE XIX

ENVIRONMENTAL DIFFERENTIAL PAY

SECTION 1. The appropriate percentage of Environmental Differential Pay (EDP) shall be paid to all employees in the Unit who are in duty positions that expose them to hazards defined in the Federal Personnel Manual.

SECTION 2. Employees and the Union have the right to submit work situations to the Employer for consideration for EDP to the incumbent of the positions identified.

SECTION 3. Requests for EDP from employees of the unit shall be presented in writing to the Civilian Personnel Office with a copy forwarded by the employee to the Union.

SECTION 4. All requests for EDP shall be either approved or disapproved within thirty (30) days of receipt. Recommendations by the Union when submitted, Safety Office and Environmental Health Office will be included. The Union and/or employee will be notified as soon as the decision is made. The Employer agrees to make every effort possible to arrive at the final determination; however if extenuating circumstances exist, the above time limits may be extended with all parties involved being notified and given reasons for delay. Approval requests will be forwarded to the Civilian Pay Section and the organization.

SECTION 5. Discontinuance procedures will be the same as the procedure for initial approval. The Employer will not discontinue any EDP presently authorized without prior consultation with the Union.

SECTION 6. Any disapproval of requests shall be grievable under the terms of this agreement.

ARTICLE XX

ABSENCE AND LEAVE

SECTION 1. Leave policy.

This is the leave policy for employees in the bargaining unit. Annual leave is an important and significant benefit for all employees. Leave and excused absences will be administered in a uniform and equitable manner. In granting leave supervisors and managers must consider the welfare of the employees as well as the needs of

the Air Force. Denial of leave or cancellation of leave is not disciplinary and must not be done for arbitrary or capricious reasons.

SECTION 2. Requesting Leave.

a. Leave for emergency purposes will be handled as follows:

(1) The employee will contact his/her supervisor or designee or work site or, if not practicable, have someone contact the supervisor within two (2) hours of the beginning of his/her tour of duty to inform management that an emergency situation exists and to request sick or annual leave.

(2) Upon the employee's return to duty, the supervisor will contact the employee and inform him/her of the supervisor's decision on the leave request.

b. Should a supervisor deny an employee's leave request, upon notification the employee may request a meeting with the supervisor and a Union representative to discuss the basis for such denial.

SECTION 3. Sick Leave.

a. When supervisors believe employees have been abusing sick leave and they have been counseled concerning the abuse allegations, the supervisor may require these employees to furnish a medical certificate for absence due to illness of any duration, provided the supervisor has given the employee a prior written notice that they will be required to support all future absences or illness by a medical certificate.

(1) This requirement will be for six (6) months duration and will be reviewed with the employee at that time, to determine if sick leave abuse does, in fact, still exist. If there is no evidence of sick leave abuse then this requirement will be cancelled.

(2) A Union representative may be present at the review if the employee desires.

b. Normally a medical certificate is required for approval of sick leave in excess of three (3) days because of illness.

(1) If the employee was not attended by a physician, the employee's personal certification will be accepted for a reasonable period of time, when they state that no physician was in attendance, and they provide the symptoms or reason for incapacity.

(2) Sick leave will be granted when an employee requests sick leave because a member of the employee's immediate family is suffering from a contagious disease and requires the care and attendance of the employee, or when through exposure to a contagious disease, the presence of the employee at work would endanger the health of other employees. In such cases a doctor's certificate, or state or county health authorities confirming the circumstances of the exposure, identifying the types of disease, and estimating the time period involved, will be furnished to the supervisor.

c. In cases of serious disability or illness, and subject to the conditions specified below, the Employer will advance up to thirty (30) days sick leave to a career or career-conditional employee upon request. The conditions to which this advance is subject are:

(1) Employer determines that the employee⁴ has not abused the use of sick leave;

(2) The employee certifies intention to return to duty for a sufficient period of time to earn the leave advanced.

(3) The employee provides a signed statement from a physician stating the reason for the medical treatment or other incapacitation that require⁴sw the absence of the employee from work, or the fact the employee is required to attend a member of his family who has a contagious disease or has been exposed to a contagious disease, with an estimated date of return to work.

d. Each part agrees to emphasize the need and value for the employees to conserve sick leave and to use it only in the event of actual incapacitation, but in no case in lieu of normal annual leave.

e. When an employee becomes ill during duty hours and request sick leave, the supervisor, or acting supervisor, will make arrangements for transportation to their home, a doctor's office, or a hospital, unless they wish to arrange their own transportation. Any monetary expense incurred in the transportation will be borne by the employee and not the supervisor or the one acting in charge.

SECTION 4. Annual Leave Scheduling.

a. The employer will schedule annual leave for vacation purposes for those employees who will have sufficient leave due and accrued for that purpose. Annual leave requests for vacation purposes shall be submitted by the individual employee no later than January 31 of each calendar year. In the event a conflict as to choice of vacation periods occur, individual seniority, computed on the basis of the employee's official Service Computation date for each group of employees, will be applied; however, no employee will be permitted to monopolize desirable annual leave periods in connection with holidays to the continuous disadvantage of employees with less service. For example, a senior employee will not normally be permitted to take the day after Thanksgiving year after year (for two (2) successive years), if it will continually deny another employee leave during the same period.

(1) Once employees have made a selection, they shall not be permitted to change their selection if doing so would disturb the choice of another. Every reasonable attempt will be made to adhere to the established vacation schedule.

(2) In the event a subsequent change in workload commitments occur requiring a change in vacation plans made by an employee, a new plan for that employee will be developed as equitably as possible but not in a manner to disturb the schedules of other employees.

(3) When scheduling leave, the supervisors must consider the employees' desires as well as workload. They must not make arbitrary decisions to deny leave.

SECTION 5. Charge to Leave.

a. The minimum charge for leave is fifteen (15) minutes.

b. If an employee is unavoidably absent or tardy for up to fifty-nine (59) minutes and offers a reasonable justification for the absence, he/she will be excused without charge to leave except in cases where an employee is under leave abuse notification.

SECTION 6. Approval of Annual or Sick Leave.

Employees serving under an appointment of ninety (90) calendar days or more may use annual leave during the first ninety (90) days of employment.

SECTION 7. When Annual Leave is Granted.

a. Employees are granted annual leave to allow them time off for vacations and for personal and emergency purposes. Employee advises the supervisor that an emergency situation exists.

b. The use of annual leave is a right of the employee in that the employee is either given the opportunity to use the annual leave or is paid for it at time of separation.

c. Except in cases of emergency, annual leave must be requested in advance of the absence. The supervisor will consider the employee's desires and needs and personal conveniences and when possible grant the leave.

d. If there is some emergency that prevents granting the leave, the supervisor will consult with the employee to reach an acceptable time for the leave.

e. Supervisors will not make arbitrary or capricious decisions to deny leave.

SECTION 8. Advancing Annual Leave.

All annual leave that will be earned by an employee during the leave year will be available for use by the employee at the beginning of the leave year if there is reasonable assurance that the employee will be in a duty status long enough to earn the leave granted before the end of the leave year.

SECTION 9. Approval of Exigencies.

Annual leave may be restored when it is lost because of exigencies of the service or due to illness of the employee. The annual leave must have been requested, approved and scheduled in writing, before the start of the third biweekly pay period before the end of the leave year, in order for the leave to be restored. The restored leave must be used within two (2) years after the end of the calendar year in which restored.

SECTION 10. Military Leave.

An eligible full-time employee who is a member of the Reserve of the armed forces or a member of the National Guard accrues 15 days of military leave each fiscal year. Any military leave (not to exceed 15 days) which is unused at the beginning of the succeeding fiscal year is carried forward for use in addition to the days which are credited at the beginning of that fiscal year. This means that a full-time employee may accrue and have available for use a maximum of 30 days military leave during a fiscal year. An employee who is a member of the Reserve or National Guard who is not eligible for or who has exhausted his or her military leave, must be granted annual leave or LWOP, as requested, for active or inactive duty for training.

SECTION 11. Absence for Voting or Registration.

a. As a general rule, employees requesting time off to vote are excused without charge to leave for the amount of time necessary to permit them to report to work 3 hours after the polls open or to leave work 3 hours before the polls close, whichever requires the least amount of time off. Normally, where the polls are open either 3 hours before or 3 hours after the employees regular duty hours, no time off is granted. (This is the case in most jurisdictions.) Employees on flexible work schedules can be excused only for those hours which cannot be accommodated by their flexi-time schedule.

b. Where the employee's voting place is beyond normal commuting distance, and voting by absentee ballot is not permitted, the employee is granted sufficient time off to make the trip. Time off in excess of 1 day is charged to annual leave or leave without pay.

c. The employee voting in jurisdictions where registration in person is required is granted time off to register on substantially the same basis as for voting. However, no time off is granted without charge to leave if the employee can register on a non-workday and roundtrip travel reasonable can be accomplished in 1 days.

SECTION 12. Taking Examinations.

Examinations specified as a qualification requirement for competitive appointment to the position in which the employee is serving or required to establish eligibility for assignment to another position and given by or taken at the request of the activity are considered as official duty and no leave is charged for the time off required to take the examination. This applies to examination administered by boards of the various states or other jurisdictions and specified as satisfying the qualification requirement for competitive appointment to a position in the federal service as well as examinations administered by the Office of Personnel Management or a federal agency. Absence to take examinations other than those specified above is charged to annual leave or leave without pay.

SECTION 13. Medical Examinations for Federal Service.

An employee required to take a medical examination to determine his or her fitness for the federal service, or who obtains chest x-rays or similar medical services administered as part of the health program at Maxwell/Gunter, is considered in duty status during the time necessary to obtain the examination or treatment. When an employee is absent because of administratively required vaccinations or immunizations, the absence is considered an excused absence without charge to leave or loss of pay, provided the medical officer administering the vaccinations or immunizations certifies to the necessity for the absence.

SECTION 14. Court Leave.

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

a. Eligibility: A permanent or temporary employee with a regularly scheduled tour of duty (part-time or full-time) is eligible for court leave. Employees serving on an intermittent or when-actually-employed basis are not eligible for court leave.

b. Granting Leave for Jury Duty: Because of the importance of trial by jury as an American system of justice, it is Air Force policy not to request that an employee be excused from jury service on the basis of Air Force employment, except in cases of extreme necessity. Effective administration of court leave also requires the exercise of good judgment in order to avoid imposing hardship on employees. Employees assigned to night shifts or standby tours of duty are granted court leave comparable with employees assigned to regular day shift work. Since jury or witness duty generally requires an employee's presence in court during daytime hours an employee who is scheduled to work at night is granted court leave during the day on which the night shift begins or ends. If he or she works during part of the regularly scheduled night shift, only that part of the regularly scheduled shift during which the employee is absent is charged to court leave. If he or she works his or her regular night shift, no court leave is charged.

c. Granting Leave for Witness Service:

(1) Court leave is granted for employees who are summoned as a witness on behalf of any party in connection with any judicial proceeding to which the United States, the District of Columbia or a state or local government is a part. NOTE: An employee who is summoned or assigned by the Air Force to testify in his or her official capacity or to produce official records on behalf of any party in any judicial proceeding is performing official duty and is not entitled to court leave, but is in an official duty status for the time involved.

(2) In a proceeding under Title VII of the Civil Rights Act of 1964, federal employees are in an official duty status when they appear as witnesses or are required to provide sworn statements. Witnesses who are Air Force employees and who are summoned to testify on behalf of the plaintiff in a civil action under Title CVII Against the Air Force are entitled to the same benefits with respect to pay status while attending court as persons who testify on behalf of the Air Force. Similarly, Air Force employees who are plaintiffs in such cases are entitled to official time for attendance in court at their trial. These entitlements flow from Title VII, which takes precedence over any contrary provision of the bargaining agreement or other regulations.

d. Witness and Jury Fees: An employee is entitled to receive and retain expenses paid for services rendered and reimbursement for travel expenses. When a state or local court characterizes jury and witness fees as expense there is no requirement for the employee to turn in such fees to the agency.

SECTION 15. Leave Without Pay (LWOP).

a. LWOP will be at the request of the employee and may be granted even if the employee has leave to his credit. LWOP cannot be used as a penalty nor can an employee be required to request LWOP in lieu of suspension. LWOP must be granted in the following situations:

(1) A disabled veteran for medical treatment related to a service-connect disability.

(2) A member of the Reserve or National Guard to perform military training duties.

(3) When an employee is absent due to on-the-job injury or job related disease and has exhausted other leave pending action by OWCP.

b. Leave without pay may be granted in other situations, for example: When an employee has exhausted sick leave and is suffering from illness or is recovering from illness or disability or the employee is in a work environment that is not conducive to their wellbeing or for service with a recognized employee organization.

SECTION 16. Meetings and Conferences.

a. Absence including travel time during duty hours or when the employee would otherwise be in a duty status to attend meetings or conferences determined to be training or absences to attend other meetings for which travel is authorized at government expense is considered official duty time.

b. Employees may be excused to attend conferences or conventions at no expense to the government when it is determined that such attendance is in the best interest of the federal service. Excusal of this type is limited to five (5) workdays per calendar year.

SECTION 17. Administrative Dismissal.

a. Base Closure: Base closure is when an installation is closed. These are non-work days for leave purposes. All regular employees will be excused without charge to leave if they are in a pay status the day before or after the day(s) the activity(ies) is/are closed. Employees in a paid leave status will be treated the same as if they were scheduled for duty.

b. Absence Due to Emergency conditions or Managerial Reasons:

(1) The following will constitute a basis for administrative excusal of employees:

(a) When any activity or part of the installation is closed except as stated in paragraph 2b below;

(b) When extreme temperatures exist and there is a disruption of heating and cooling facilities;

(c) When extreme temperatures exist and it is established by reasonable standards of judgment that the conditions are such as to prevent working;

(d) When severe weather conditions, such as ice, snow, flooding, storms or other weather conditions/disasters are present;

(e) When State, County or City authorities issue a statement that driving be restricted.

c. Employees cannot be excused without charge to leave when operations are suspended for managerial reasons known in advance to permit the scheduling of leave. Employees will be notified at least twenty-four (24) hours in advance that they will be placed in a leave status.

d. When any of these conditions affect reporting for work late, they may be the basis for administrative excusal.

ARTICLE XXI

CIVIC RESPONSIBILITIES

SECTION 1. Employees will be encouraged to assume their civil responsibilities and will be informed of leave policies concerning voting in elections and voter registration.

SECTION 2. The Employer agrees that voluntary principles will be adhered to in all approved Base drives and campaigns, especially the Combined Federal Campaign and the U.S. Savings Bond Drive.

SECTION 3. Employees will be excused without charge to leave or loss of pay for a maximum of four (4) hours or the remainder of the shift to serve as blood donors-without compensation-to blood banks or to individuals in emergencies. Under unusual circumstances, an employee may be authorized additional time if necessary for recuperation. The Union agrees to give its support to and to publicize donor programs.

SECTION 4. Reimbursements, as opposed to fees, paid for jury duty will be handled in accordance with applicable laws.

ARTICLE XXII

DISCIPLINARY ACTIONS

SECTION 1. Disciplinary actions will be limited to the severity necessary to correct the specific situations and will only be taken for just and sufficient cause.

SECTION 2. Disciplinary actions shall be defined as management actions effected to improve Unit member's job performance or conduct. These actions shall include oral admonishment, reprimand, suspension, change to lower grade and removal or reduction in rank. The enumerated actions are the only ones appropriate for disciplinary purposes. Disciplinary actions shall be confidential in nature between the parties concerned and shall be conducted in private. Routine work corrections or assignments will not be considered as, or construed to be, disciplinary actions.

SECTION 3. Witnesses:

a. If at any time an employee is being questioned by a supervisor or management official regarding disciplinary matters, the employee will be advised at the time of the right to have a witness present. Provided the witness is reasonably locatable no further questioning will take place with the employee until a witness is present.

b. The employer agrees that, prior to taking a written or sworn statement from an employee which may lead to disciplinary action, the employee must be advised at the time of the right to have a witness present. Provided the witness is reasonably locatable no written or sworn statement will be taken until a witness is present.

c. Nothing in this section shall be construed to limit or restrict management's right to discipline employees nor the employee's right to grieve such action.

SECTION 4. When employees do not elect to be represented by the Union, the Union will be permitted to have an observer present at any formal hearing action without charge to leave. If the employee who requested the

hearing objects to the attendance of the observer on grounds of privacy, the examiner will determine the validity of the objection and make the decision on the questions of attendance and whether the observer will receive a copy of the proceedings.

SECTION 5. The Employer agrees to furnish the employees three (3) copies of proposed administrative actions. One (1) copy will have the following statement affixed which will be signed by the employee when the action is served: "I (elect) or (decline) to have a copy of this action forwarded to AFGE Local 997." If the employee elects to be represented by the Union copies of all correspondence addressed to the employee will be furnished to the Union.

SECTION 6. If an employee is to be served with a warrant or subpoena every effort will be made to ensure that it will be done in private without the knowledge of other employees.

SECTION 7. Civilian operators of government owned or rented vehicles must possess a current U.S. Government Motor Vehicle Operators Identification Card (SF 46) validating qualification for the vehicle and/or equipment operated. The SF 46 may only be suspended or revoked by the Vehicle Operations Officer, Transportation Officer or Base Commander pursuant to applicable laws and directives. When a civilian vehicle operator has the SF 46 revoked, he will be given written notice. When applicable, training and re-examination will be given.

ARTICLE XXIII

ADVERSE ACTION

SECTION 1. In cases in which management takes an adverse action against employees the arbitrator will be guided in assessing management burden of proof by Section 7121(e)(2) of Title VII CSRA and other appropriate sections as reference.

ARTICLE XXIV

GRIEVANCE PROCEDURES

SECTION 1. Purpose:

- a. The purpose of this article is to provide a mutually acceptable method for prompt and equitable settlement of grievances. This negotiated procedure shall be the exclusive procedure for processing grievances for employees who are members of the unit, except for matters excluded in Section 2. At any step, informal or formal, if the Employer and Union can agree on the settlement of a grievance to the satisfaction of the employee, the grievance will be considered closed. The filing of a grievance will not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty or desirability to the organization.

SECTION 2. Scope:

- a. A grievance is defined as a complaint by a unit employee, by a group of unit employees, by the Union

or by the Employer, for resolution of a matter of concern or dissatisfaction and subject to the control of the Employer or the Union on the following topics:

- (1) Any matter relating to employment of any unit employee.
- (2) The effect, interpretation or a claim of breach of the collective bargaining agreement.
- (3) Any claimed violation, misinterpretation or misapplication of any law, rule or regulation affecting conditions of employment.

b. The sole exclusions to this grievance procedure are as follows:

- (1) Matters concerning retirement, life insurance or health insurance.
- (2) Suspensions or removals for national security reasons.
- (3) Any claimed violation relating to prohibited political activities.
- (4) Any examination, certificate or appointment.
- (5) The classification of any position that does not result in the reduction of grade or pay or any position which has not been classified at the present grade for one year.
- (6) Nonadoption of honorary or discretionary awards.

SECTION 3. Options: Any employee or group of employees in the unit may file a grievance under this procedure. If representation is desired, it will be provided by a Union representative (normally a steward, if available, and the employee does not disagree). However, if an employee or a group of employees wish to present a grievance on a matter within the coverage of this procedure without the intervention of the Union, they may present such grievances to the Employer and have them adjusted, provided such adjustment is not inconsistent with the terms of the agreement and the Union is given the opportunity to be present at the adjustment.

SECTION 4. Conditions:

- a. An employee may present a grievance concerning a continuing Employer practice or condition with which dissatisfaction exists anytime.
- b. A grievance concerning a particular act or occurrence must be initiated within 15 work days of the act or occurrence.
- c. Any employee or group of employees who elect to represent themselves are not entitled to arbitration as a matter of right because only the Union or the Employer can invoke arbitration.
- d. Reasonable time during working hours will be allowed for the employee and Union representative to discuss and prepare grievances, normally four hours. Dependent upon circumstances involved the supervisor may grant additional time.

SECTION 5. Questions of grievability: If the rejection of a grievance under this article is determined by the Employer, the Employer agrees to notify the employee and the Union of the reasons for the rejection prior to completion of the grievance procedure. Questions that cannot be resolved by the Employer and the Union as to whether or not a particular grievance is on a matter subject to the grievance procedure in this agreement shall be submitted to arbitration for a decision. All time factors will be waived pending receipt of the decision.

SECTION 6. Oral/Informal Procedures: Most grievances arise from misunderstandings and/or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by management and the aggrieved party(ies) to settle grievances at the lowest possible level.

Step 1: Any grievance, except as provided in Sections 8 and 9, will be initially presented to the immediate supervisor orally by the concerned employee or designated Union representative, normally a steward, in an attempt to settle the matter. The Union representative must be present if the employee so desires. If the grievance concerns a specific action taken by the immediate supervisor, the employee or the designated Union representative may present the initial grievance to the next level supervisor. The supervisor must reply within ten (10) workdays. If the employee is not satisfied with the answer at this level, the employee or the designated Union representative may advance the grievance to Step 2 within five (5) workdays.

Step 2: If the employee so desires, presentation of the grievance may be made to the employee's next higher level supervisor who will give his decision orally within five (5) workdays. This is the final step of the oral/informal procedure. If the employee is not satisfied with the decision at this level, the grievance may be advanced to the written/formal step within ten (10) workdays.

SECTION 7. Written/Formal Procedures:

Step 1: The grievance must:

- a. Be in writing and signed by the employee or have an authorization for representation signed by the employee.
- b. Identify and clearly explain the issue.
- c. State any effort made to settle the matter informally.
- d. Furnish the name(s), address(es) and telephone number(s) of any appointed representative.
- e. Specify the relief sought.
- f. Attach any documents related to the grievance including memoranda showing efforts to resolve the grievance informally.
- g. Prepare with an original and one copy addressed to the employee's organizational head, with a copy to the Civilian Personnel Office.

Step 2: The employee's organizational head will meet with the employee and the designated representative within five (5) workdays after receipt of the grievance. The organizational head shall give the employee and the representative a written reply within five (5) workdays after the meeting.

Step 3: If the grievance is not settled at Step 2, the employee or the Union representative may within ten (10) workdays after receipt of the answer, forward the grievance to the installation commander for further consideration. The installation commander will review the grievance and may consult with the organizational head, the employee and/or the Union representative, and give a written answer to the employee and designated representative within ten (10) workdays after receipt of the grievance.

Step 4: If the grievance is not settled at Step 3, the Union or the Employer may refer the matter to arbitration as provided in the Article XXVI, Arbitration.

SECTION 8. Special Procedures for Discrimination Complaints:

Unit employees alleging discrimination may, at their options, raise the matter under the Equal Employment Opportunity Commission (EEOC) administrative procedures or the negotiated grievance procedure, but not both. They shall have exercised this option when they file a timely notice of discrimination complaint with the EEO Counselor under EEOC administrative procedures or indicate a timely grievance under the following negotiated procedures:

Step 1: The employee's initial grievance will be submitted to the alleged discriminating official's next higher supervisor within 15 workdays of the act or occurrence. The grievance must:

- a. Be submitted in writing with a copy to 3800 ABG/DPC and signed by the employee.
- b. State and clearly explain the basis for the charge of discrimination.
- c. Furnish the name, address and the telephone number of any appointed representative.
- d. Specify the relief sought.

The next higher level supervisor or a designated representative will meet with the aggrieved employee and designated representative within five (5) workdays after receipt of the grievance. The employee and the Union will be given a written decision within ten (10) workdays after the meeting.

Step 2: If the decision at Step 1 is unacceptable, the case may be forwarded to the organizational head within five (5) workdays. The organizational head or designated representative will meet with the aggrieved employee and designated representative within five (5) workdays. The employee will be given a written decision within ten (10) workdays after the meeting.

Step 3: If the decision is still considered unacceptable the case may be forwarded to the Base Commander within five (5) workdays. A decision by the commander will be made within 15 workdays.

Step 4: If the decision is still not acceptable at Step 3 the matter may be referred to arbitration as provided for under Article XXIV, Arbitration.

SECTION 9. Special Procedures for Performance and Adverse Action Complaints.

Unit employee, except probationary employees, who are affected by removals and reduction in grade for unsatisfactory performance (5USC Section 4303) or removals, suspensions for more than 14 days, reductions in

grade or pay, and furloughs for 30 days or less (5) USC Section 7512) may, at their option, raise the matter under a statutory appellate procedure or this negotiated grievance procedure but not both. Employees shall have exercised their option under this section when they file a timely notice of appeal under the proper appellate procedure or initiate a timely grievance under the following negotiated procedure:

Step 1. The employee's initial grievance will be submitted to the deciding official's organization head of designated representative within 15 workdays of the effective date of the action, with a copy to the Civilian Personnel Office. The grievance must:

Be submitted in writing and signed by the employee.

Identified and clearly explain the issue.

Furnish the name, address, and telephone number of any appointed representative.

Specify the relief sought.

The appropriate official will meet with the employee(s) and designated representative within five (5) workdays after receipt of the grievance. A written decision to the employee and Union will be made within ten (10) workdays of the meeting.

Step 2. If the employee still considers the decision unacceptable the case may be forwarded to the Base Commander. A decision by the commander will be made within 15 workdays.

Step 3. If this decision is not satisfactory the matter may be referred to arbitration as provided in Article XXVI, Arbitration.

SECTION 10. All time limits in this Article may be extended dependent upon circumstances involved. A written request for an extension must be submitted by the party desiring it and must include reasons for the extension. The number of workdays to be extended must be stated. Failure of the Employer to observe time limits will be the basis for the employee to advance his grievance to the next step. Failure of the employee to meet time limits will be the basis for terminating the grievance dependent upon circumstances involved.

SECTION 11. Should a dispute arise between the Employer and the Union over the interpretation, application, or violation of a collective bargaining agreement, or complaint by the Union in accordance with Section 2, the issue shall be resolved in the following manner: The complaining party will notify the other party of the issue in dispute in writing. Upon receipt of such notification by either party, the Base Commander or his designated representative will meet with the Union President or his designated representative within five (5) workdays to try to resolve the matter. The recipient shall give the other party his written answer within ten (10) workdays after the initial meeting. If the grievance is not settled by this method, either party may refer the matter to arbitration.

ARTICLE XXV

ARBITRATION

SECTION 1. If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either party within thirty (30) calendar days after issuance of the Employer's final decision, shall be submitted to arbitration.

SECTION 2. Within five (5) workdays from the date of the request for arbitration, either party shall request the Federal Mediation and Conciliation Service to provide a list of seven (7) impartial persons qualified to act as arbitrators. The parties shall meet within three (3) workdays after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of seven (7) and will then repeat the procedure. The remaining person shall be the duly selected arbitrator.

SECTION 3. The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator in the event: (1) either party refuses to participate in the selection of an arbitrator; or (2) upon inaction or undue delay on the part of either party.

SECTION 4. If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

SECTION 5. The arbitrator's fee and the expenses of the arbitration, if any, shall be borne equally by the Employer and the Union. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic work week. All participants in the hearing shall be in a duty status.

SECTION 6. The arbitrator will be requested to render a decision as quickly as possible, but in any event not later than thirty (30) days after the conclusion of the hearing, unless the parties mutually agree to extend the time limit.

SECTION 7. The arbitrator's award shall be binding on the parties; however, either party may file exceptions to an award with the Federal labor Relations Authority under regulations prescribed by the Authority. Any dispute over the interpretation and application of the arbitrator's award will be returned to the arbitrator for clarification.

SECTION 8. Arbitration under this article will normally be conducted as an oral proceeding and in accordance with the arbitrator's guidelines.

ARTICLE XXVI

FACILITIES AND SERVICES

SECTION 1. Use of Facilities.

a. The Employer agrees to furnish a suitable meeting place for use by the Union upon written request. The Union will provide a reasonable notice of requirements, including anticipated attendance and desired day of the week. Management will make every effort to provide space on the desired date. When Union elections are required, Management will provide a designated meeting place in sufficient time to meet Union membership notification requirements. The Union agrees to be responsible for cleanliness and order of the room after each use.

b. The Employer agrees to permit the Union, when representing employees in the unit, free use of the telephone for area calls upon request and DSN for official business upon concurrence of the Employer.

SECTION 2. The Employer agrees to provide adequate bulletin board space of approximately twelve (12) square feet, in each separate building where ten (10) or more unit employees are assigned. Approximately twelve (12) square feet of available bulletin board space will be allowed on each floor of a multi-storied building where there are (20) or more unit employees assigned. The Union is responsible for insuring that material posted does not violate law, this agreement, the security of the United States, regulatory directives, or contains libelous material or other inappropriate material.

SECTION 3. The Employer agrees to make every effort to provide and maintain parking facilities that will enable employees to park their cars near their assigned duty station. Reserved and zoned parking will be kept to a minimum and approved by the Base Commander. Special consideration will be given to handicapped persons. Both Management and Union will encourage car pools and ride sharing to reduce vehicle traffic on the base.

SECTION 4. To the extent that space and funds are available, the Employer will make every effort to provide a space with table and chairs for lunch for those employees whose lunch periods are outside the regular duty hours, and to provide and maintain sanitary washroom facilities as near work sites as economically possible. To the extent that space and funds are available, the Employer will make every effort to provide locker facilities for employees whose duty assignment involves use of other than street clothes.

SECTION 5. The Supervisor, considering available space, will make every reasonable effort to provide a private area for employees to discuss problems with a Union representative. This may not be the same space every time.

ARTICLE XXVII

PAYROLL DEDUCTION OF DUES

SECTION 1. Eligibility.

Any member of the Unit who is a member in good standing of the Union may authorize an allotment of pay for the payment of dues for such membership, provided.

a. The employee has voluntarily completed a request for such allotment.

b. The employee regularly receives a normal amount of pay on the installation and such pay is sufficient, after other legal deductions, to cover the full amount of the allotment.

SECTION 2. Authorization.

The procedure and effective dates of authorization shall be as follows:

a. The Union will inform each of its members of the voluntary nature of authorization for allotment of pay to cover dues and of the prescribed procedures for authorizing an allotment, as well as the provisions and procedures for revoking an authorization.

b. The Union agrees to acquire and distribute to its members the prescribed authorization form (SF-1187) and to receive completed forms from members who request allotments.

c. Allotments authorized on properly completed and certified forms which are received in the Accounting & Finance Office five (5) workdays before the beginning of a complete pay period will be processed and the authorized amounts withheld from employees' pay for this period.

SECTION 3. Withholding.

The amount withheld will represent the current dues structure of the Union exclusive of initiation fees, assessments, back dues, fines, and similar charges and fees. A multiple dues structure is permitted, that is a standard amount for all or different amount for different employees as may be specified on Standard Form 1187. In the event there should be any blanket change in the dues structure or amount, a blanket authorization listing each employee's name and social security number and the amount of dues to be withheld will be submitted to the payroll office. In the event there is an individual employee change in dues withholding, the union agrees to send completed forms (SF1187) to the payroll office for each such employee change. All changes to the dues structure will be processed effective the first pay period after the date requested change is received by the payroll office.

SECTION 4. The Accounting and Finance Officer will terminate an allotment:

a. At any time the employee is assigned to a position not in the Unit, except when an employee received a temporary promotion or is officially detailed to a position not within the Unit.

b. If the union loses the required recognition under any of the conditions specified in Public Law 95-454, the Accounting and Finance Officer will terminate allotments for all members as of the end of the pay period during which the recognition is withdrawn.

c. When the employee's pay records are no longer serviced by this office.

d. Upon receipt of notice from the Union that the employee is no longer a member in good standing, with final deduction to be made in the pay period following that in which the notice is received.

e. The annual open window period is the first (1st) full pay period after February 1st of each year after receipt of a written revocation of allotment from the employee. New members may revoke their membership one year from the date of beginning of dues deduction. After the initial one year period the annual open window will apply. Dues will continue to be deducted in accordance with this agreement until the appropriate termination date (one year anniversary or open window) regardless of when the revocation is received.

f. Upon suspension or termination of this Agreement by appropriate authority outside DOD.

SECTION 5. Remittance of Dues Withheld.

Promptly after the close of each pay period the Accounting & Finance Officer will certify for payment the next amount withheld to be mailed to Local 997, AFGE. The check will be accompanied by a list, in duplicate, of the employee members of the Union with current allotment authorizations including a statement showing the total amounts withheld during the preceding pay period. Employee's whose pay was not sufficient to cover the full amount of the deduction will also be identified on the list.

SECTION 6. Required Notices.

a. The president of the Union will notify the Accounting & Finance Officer, in writing, within seven (7) workdays when an employee with a current allotment authorization ceases to be a member in good standing.

b. The Union will send to the Accounting & Finance Officer within five (5) workdays any written revocation of allotment received by the Union.

c. The Accounting & Finance Officer will send a copy of each written revocation received by the Employer to the Union with the remittance report for the first deduction payroll prepared after receipt of the revocation.

d. When an employee is no longer in the Unit, the original SF 1187 will be returned to the Union.

ARTICLE XXVIII

PUBLICIZING THE AGREEMENT

SECTION 1. The Employer agrees to furnish copies of this agreement to each employee within the Unit. Copies will also be furnished to new employees by the Civilian Personnel Office when they are officially assigned to a position that falls within the Unit.

SECTION 2. The Employer agrees to publish new items concerning the Union and/or Union activities, when they are of significant interest to the members of the Unit or employees.

ARTICLE XXIX

RESEARCH PROGRAMS & DEMONSTRATION PROJECTS

SECTION 1. For the purposes of this contract:

a. A research program means a planned study of the manner in which public management policies and systems are operating, the effects of those policies and systems, the possibilities for change, and comparisons among policies and systems. (PL 95-454, Chapter 47, Sec 4701 (a) (5).

b. A demonstration project means a project conducted by the Office of Personnel Management, or under its supervision, to determine whether a specified change in personnel management policies or procedures would result in improved Federal personnel management. (PL 95-454, Chapter 47, Sec 4701 (a) (4).

SECTION 2. The Employer and the Union understand that under the provisions of PL 95-454, the Office of Personnel Management is empowered to conduct research programs and demonstration projects for the purposes as stated in Section 1. Such programs will be conducted in accordance with the provisions of 5 USC Sections 4701 through 4706.

SECTION 3. Should the Employer be tasked by higher authority to conduct a research program or demonstration project which will necessitate involvement of bargaining unit employees, the Employer will, to the extent authorized by higher authority, advise the Union as to the nature of the program.

SECTION 4. Employees within the bargaining unit shall not be included in any research program or demonstration project affecting conditions of employment if the project would violate the negotiated agreement unless there is another written agreement with respect to the project between the Employer and the Union. If the project is not covered by the agreement and would necessitate a change in conditions of employment, the Union will be consulted prior to implementation.

SECTION 5. Before terminating a demonstration project, the Employer agrees to notify the Union of the intended cancellation, provided that the decision to cancel is not made by higher authority. Should the decision to cancel be made by higher authority, the Employer will notify the Union of the proposed termination as far in advance as possible, provided the Employer is notified of the anticipated termination and given permission to inform the Union.

ARTICLE XXX

DURATION OF AGREEMENT

SECTION 1. This Agreement will become effective upon approval by HQ USAF and shall remain in effect for three (3) years from the date signed by the parties; however, either party may give written notice to the other, not more than ninety (90) nor less than sixty (60) days prior to the eighteenth (18) month anniversary date, of its intention to reopen, to amend and/or to modify this Agreement.

SECTION 2. Either party may give written notice to the other, not more than one hundred eighty (180) nor less than sixty (60) days prior to the three (3) year expiration date, for the purpose of renegotiating this Agreement.

SECTION 3. If neither party serves notice to renegotiate this Agreement, the Agreement shall be automatically renewed for (3) year periods, subject to the other provisions of this Article.

SECTION 4. This Agreement may be opened for amendment/modification by the mutual consent of both parties at any time. In such event, the parties will meet for the purpose of negotiation within thirty (3) calendar days. The refusal of either party to consent to open negotiations under this Section will not be construed as a violation of the Article.

SECTION 5. Should any part of 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 of provisions of this Agreement, and shall remain in full force and effect.

SECTION 6. Supplemental Agreements.

a. During the life of this Agreement, matters appropriate for negotiation will be changes to personnel policies, practices, and matters affecting working conditions within the jurisdiction of the Employer of the Union.

b. During the duration of this Agreement, either party may notify the other in writing of its desire to negotiate supplemental agreements. Supplements will be limited to changes in applicable laws and regulations from higher authority which could affect bargaining unit employees. Duration of supplements would be the same as this Agreement.