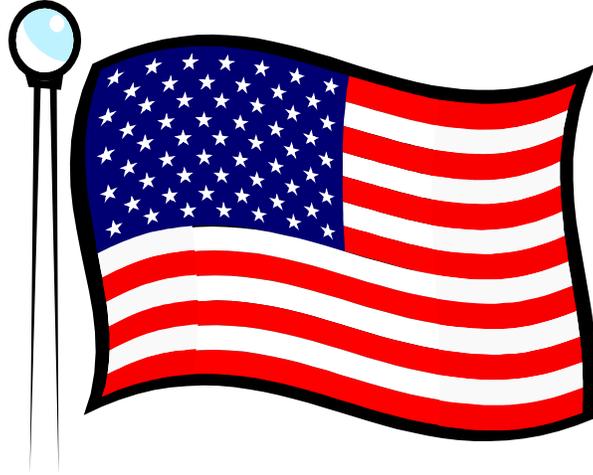


God Bless the USA



Negotiated Agreement

Between

AFGE Local 1749

and

47th Flying
Training Wing



29 July 2011

Laughlin Air Force Base
Del Rio, Texas

PREAMBLE

Whereas pursuant to the policy set forth by the applicable provisions of the Civil Service Reform Act of 1978, as amended and any future amendments, regulations, and implementing issuances regarding Federal Labor-Management Relations, the following articles of this basic agreement together with any and all supplemental agreements and/or amendments which may be agreed to at later dates constitute a total agreement that shall prevail during the terms of this agreement.

Whereas it is the intent and purpose of the parties hereof to promote and improve the efficient administration and accomplishment of the mission of the employer; to provide for the well-being of employees; to maintain high standards of work performance on behalf of the public; to establish a basic understanding relative to personnel policies, practices, and matters affecting other conditions of employment; and to provide means of amicable discussion and adjustment of matters of mutual interest to Laughlin AFB, Texas; and,

Whereas it is recognized that the participation of employees in the formation and implementation of personnel policies and procedures which affect them will contribute substantially to the improvement and efficient administration of public service.

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ARTICLE 1

RECOGNITION AND COVERAGE

SECTION 1:

a. The American Federation of Government Employees (AFGE) Local 1749, representing members of the bargaining unit, will herein after be referred to as the Union. The 47th Flying Training Wing (AETC), Laughlin AFB, Texas, representing the US Air Force, will herein after be referred to as the Employer. Collectively, these entities will be referred to as the Parties.

b. The bargaining unit consists of all permanent and term non-supervisory appropriated fund employees, both General Schedule and Wage Grade, serviced by the Civilian Personnel Section at Laughlin AFB, Texas.

c. Excluded from the bargaining unit are management officials, supervisors, professionals, confidential employees, temporary employees, and personnel employees engaged in other than a purely clerical capacity.

ARTICLE 2

EMPLOYEE RIGHTS

SECTION 1: Each Employee has the right to form, join or assist the Union, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee will be protected in the exercise of such rights in accordance with 5 USC 7102.

SECTION 2: The Parties recognize the employee's right to be assisted by, represented by, meet with and confer with officials of AFGE Local 1749 in accordance with the applicable provisions of the Civil Service Reform Act (CSRA) of 1978, as amended, this Negotiated Agreement (NA), and any future amendments, regulations and implementing issuances. Neither Party will interfere with, restrain, or coerce an employee in the exercise of his/her rights under the applicable provisions.

SECTION 3: Employees shall be provided a copy of any entry placed in their supervisor's record of employee that could lead to disciplinary action no later than 5 working days, if requested writing. Employees should acknowledge, by signature, receipt of any documents provided. It is understood that such acknowledgement does not constitute agreement with the contents.

ARTICLE 3

UNION-EMPLOYER MEETINGS

SECTION 1. Upon written request by either party, the appropriate union official and Labor Relations Officer will meet for the purpose of discussing matters relating to working conditions,

personnel policies and practices affecting bargaining unit employees, and questions concerning implementation or application of this agreement.

SECTION 2: Labor-Management meetings will be held in accordance with applicable directives and publications and will be made a part of the Negotiated Agreement between the Parties.

ARTICLE 4

EMPLOYER RIGHTS AND OBLIGATIONS

SECTION 1: In the administration of all matters covered by this Agreement, the Parties and employees of the bargaining unit are governed by this Agreement and applicable provisions.

SECTION 2: The Employer retains the right:

a. To determine the mission, budget, organization, number of employees, and internal security practices of the agency.

b. In accordance with applicable laws:

(1) To hire, assign, direct, lay off, and retain employees in the agency; or to suspend, remove, reduce in grade or pay; or to take other disciplinary actions against such employees for just cause;

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

(3) With respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion, or any other appropriate source; and

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

ARTICLE 5

UNION RIGHTS AND OBLIGATIONS

SECTION 1: In accordance the Federal Services Labor-Management Relations Statute (FSLMRS), the Union accepts the responsibility for and agrees to represent in good faith the interests of all employees in the unit without discrimination and without regard to labor organization membership. Representatives of the Union shall be free of restraint, interference, coercion, or discrimination on exercising their rights to serve as representatives for the purpose of collective bargaining, handling grievances or other appropriate matters, furthering effective labor management relationships, or acting in accordance with applicable publications and this Agreement on behalf of an employee or group of employees within the bargaining unit.

SECTION 2: An exclusive representative of the bargaining unit shall be given the opportunity to be present at any formal discussion between one or more representatives of the agency and one or more employees of the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or any examination of an employee of the unit by a representative of the agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee, and the employee requests the representation.

SECTION 3: The Employer shall provide advance written notification, as soon as practical, to the Union prior to any formal discussion with bargaining unit employees. The Union shall notify the Employer, in writing, of the Union representative designated to attend or represent bargaining union employees.

ARTICLE 6

AUTHENTICATION OF CORRESPONDENCE

SECTION 1: No written communication on behalf of the Union will be valid unless signed by the President of the Local or his/her designee. Such designation will be furnished in writing to the Employer.

SECTION 2: No written communication regarding policy affecting bargaining unit employees will be valid unless signed by the Wing Commander or his/her designee, and negotiated through the Union when appropriate. Such designation will be furnished in writing to the Union.

SECTION 3: Should Local 1749 be placed under trusteeship, the person designated by the National Vice President will sign all correspondence issued on behalf of the Union. Such designation will be furnished in writing to the Employer.

SECTION 4: The Parties will notify each other annually or immediately when a change occurs of the names and duty phone numbers of their representatives regarding federal labor management relations.

ARTICLE 7

OFFICIAL TIME

SECTION 1: The Employer agrees administer official time to in accordance with 5 U.S.C. Chapter 71, "The Federal Service Labor-Management Relations Statute" (the Statute) as amended and this Agreement.

SECTION 2: The Employer agrees to recognize a reasonable number of officers and stewards. The number of stewards should be assigned to and not exceed two (2) in Operations Group, one (1) in Med Group, two (2) in Mission Support Group, and five (5) in Directorate of Maintenance. These individuals are authorized the use of official time in accordance with the terms of this Agreement.

SECTION 3: Official time release procedures:

a. When a need for official time exists, Union officers and stewards should give supervisors at least one day advance notice. When this is not possible, every attempt will be made to notify the immediate supervisor or his/her designee as soon as the need arises.

b. The Union representative will specify the subject matter; i.e. meeting with a specific supervisor or a ULP charge, in writing on an AFGE locally produced form. The form will include type of complaint and employee or section involved. The supervisor will then forward this information at the end of each pay period to the Labor Relations Officer (LRO). The LRO or Civilian Personnel Section Chief or their appropriate designees will work with the Union president or his/her designee to resolve any discrepancies with the use of official time.

c. When a request for official time has been made, in writing, to include expected duration and contact phone number, the supervisor will either approve or disapprove the request. If the supervisor cannot release the representative at the time requested due to mission requirements, the supervisor will inform the representative and will release, normally, within 48 hours of the request.

SECTION 4: Elected or appointed Union representatives may use official time for representational purposes as provided by the Statute during such time as they are otherwise in a duty status. This time will be without charge to leave. These activities include, but are not limited to:

a. Assist an employee during an investigatory interview at the request of the employee.

b. Attend meetings to obtain information on pending contract cost comparison studies, to be present at bid openings, and as needed on matters relative to the impact of the contracting out study on unit employees.

c. Attend meetings with the Employer relative to matters concerning changes to personnel policies and practices affecting the working conditions of the employees in the unit.

d. Engage in collective bargaining with the Employer.

e. Participate in Wage Grade surveys.

f. Represent an employee in an appeal of a position classification.

g. Advise and represent an employee in a grievance action filed under the Negotiated Grievance Procedure in this agreement.

h. Represent an employee in a reduction-in-force (RIF) appeal action.

i. Advise and represent an employee in a Statutory Appeal filed under appropriate law or regulation.

j. Serve as the official union observer during a grievance proceeding or statutory appeal proceeding where the Union has not served as the employee's representative in the action.

k. Represent an employee in an OWCP claim or appeal.

l. Accompany safety inspectors during their inspection/survey.

m. Advise and represent employees on issues concerning employees' rights under this Agreement and rules and publications of the appropriate authority.

SECTION 4: Official time is granted to bargaining unit employees to represent themselves or other employees in matters related to their employment as provided under the terms of this agreement and applicable laws or publications from the appropriate authority.

SECTION 5. The union president will be allowed 100% official time for representation purposes in connection with this agreement.

a. Sick leave, annual leave, or any other type of absence must be requested, through the union president's supervisor of record and per pertinent article of this negotiated agreement.

b. The union president shall notify the Labor Relations Officer (LRO) or designee, in writing, when it is necessary for official time away from Laughlin AFB, TX. Notification will include the location, anticipated duration, a contact phone number and the designated union representative responsible to act on the absence of the President. If an emergency situation precludes contact with the LRO or designee, the Wing Vice-Commander or Wing Commander must be notified by the president.

ARTICLE 8

AGREEMENT ORIENTATION

The Employer agrees to grant sixteen (16) hours of official time to each Union officer and each recognized Union steward for the purpose of attending initial orientation briefings relative to this Agreement. In addition, the Employer agrees to grant four (4) hours of official time for briefing on changes to the Agreement made during any mid-term bargaining. Union officers and stewards will give supervisors at least a ten (10) work day advance notice when requesting official time under this Article.

ARTICLE 9

UNION TRAINING

SECTION 1: Union officers, stewards and other recognized Union officials will be provided official time to attend Union sponsored training or other training of mutual concern and benefit to the Parties and the employees of the unit. The Union will be authorized a total of 80 hours of official time each year for each recognized Union representative to be used as the Union determines most effective for the purpose of training. This is not intended to limit the actual number of hours used by any union official and hours requested over the 80 hour limit will be approved on a case-by-case basis.

SECTION 2: Requests for Union officers, stewards or other recognized Union officials to attend the training described above will be submitted in writing to the Civilian Personnel Section Chief, LRO, or designee at least ten (10) work days in advance of the training date. Such requests will be signed by the President of Local 1749 or his designee and will include the following:

- a. Names of the employees requesting training.
- b. Inclusive dates of the training.
- c. Location of the training.
- d. Agenda or subject matter(s) to be covered.

SECTION 3: The Civilian Personnel Section Chief, LRO, or designee will notify the Union that training is approved and employees may request the official time from their supervisor. The supervisor will determine if mission requirements will allow the individual to attend requested training and will notify the employee of his/her decision as soon as possible but not later than five (5) work days prior to training dates.

SECTION 4: Time spent as an observer at arbitration or other statutory or legal hearings will be considered official time, at the Union's request, and the requirements outlined in this Article will apply.

ARTICLE 10

EMPLOYEE TRAINING

SECTION 1: The Employer and the Union agree that improvement of the work force through the systematic training and development of employees is essential to the accomplishment of mission objectives. They further agree to cooperate in the promotion of an effective program of employee training and development to meet the needs of the Air Force.

SECTION 2: The Employer and the Union agree to adhere to the following principles and practices in the implementation of the training program:

a. Employee skills, abilities, and knowledge needed to perform official duties, as well as organizational needs and objectives, will be considered in determining training and development needs.

b. Employee training and development activities completed in the base training program will be recorded in accordance with applicable publications. Such training records are available to employees through their electronic official personnel file.

c. The selection of employees for training that is given primarily to prepare employees for advancement will be conducted in a fair and equitable basis.

d. Training required for performance of official duties will be scheduled by the Employer. Time spent training outside of normal duty hours will be compensated in accordance with applicable laws and publications.

e. When technological, organizational, or mission changes will adversely affect employees in the unit, every practicable effort will be made to minimize the impact of the changes by retraining affected employees.

SECTION 3: The Employer and the Union agree to encourage employees in the unit to do the following:

a. Update any training or development activities they complete on their own so the information will be available for consideration in the employee's electronic official personnel file.

b. Interested employees are encouraged to seek information and counseling about skills shortages or lines of work in which openings exist or are expected to materialize, and about training, educational, and self-development programs and activities that might help them in their line of work.

ARTICLE 11

EMPLOYEE ORIENTATION

As part of the new employee orientation briefing, the local Union President or his/her designee will be introduced to the new employees and will be allotted (15) minutes to give a presentation. The Union will be notified in writing of date, time and place of employees' orientation. The Union will provide notification to the facilitator of the orientation if they are unable to attend.

ARTICLE 12

DISTRIBUTION

SECTION 1: The Employer will electronically publish sufficient copies of the new Negotiated Agreement to be e-mailed to each bargaining unit employee, at no cost, by the Employer within 60 days after receiving the new Negotiated Agreement.

SECTION 2: The Employer shall provide each new bargaining unit employee, while attending new employee orientation, one copy of the agreement.

ARTICLE 13

EMPLOYEE LISTINGS

The Employer agrees to furnish, quarterly, a current listing of bargaining unit employees, containing name, classification series, grade, and organizational address to which assigned. Out of cycle listings will be provided upon written request by the union.

ARTICLE 14

AVAILABILITY OF OFFICIAL PUBLICATIONS

SECTION 1: The Employer agrees to provide the Union access to unclassified agency publications, and other directives/instructions that are related to the working conditions, personnel policies, practices and conditions of employment of the employees in the Bargaining Unit.

SECTION 2: The Employer will furnish, at no cost, Air Force publications and, when the Union requests, a final copy of any new 47th Flying Training Wing publication that the Union is asked to coordinate on. Such requests are to be attached to the coordination sheet on the proposed regulation. All other requests will be in writing and forwarded to the Civilian Personnel Section.

ARTICLE 15

OFFICE SPACE AND FURNISHINGS

SECTION 1: The Employer agrees:

- a. To provide office space to AFGE Local 1749 without charge for the facility. In the event the Union is required to be relocated, the Local President and the Commander, or designee will meet to determine appropriate location
- b. To provide janitorial service for offices occupied by the Union.

c. To furnish utilities to the offices occupied by AFGE Local 1749 without charge for those services.

d. To provide the Union with two telephones lines, and two telephone instruments, without charge for the conduct of official Union business. The telephones will be installed at the locations within the occupied office space as determined by the President of the Union or his designee.

e. To provide the Union with up-to-date replacement furnishings as needed to be used within the confines of the Union office. These items will be supplied from current or future available inventory of the Employer.

f. To provide the Union with a card reader for their computer and an organizational inbox on the employer's intranet system for access to Agency email.

SECTION 2: The Union Agrees:

a. To maintain the office space provided by the Employer in a safe and professionally acceptable condition.

b. To vacate the office space provided by the Employer at the direction of the Commander, 47th Flying Training Wing; should the Commander issue an order to vacate; such a move would be considered by the Employer to be in the best interest of the Government. It is understood that new office space will be made available for the conduct of official Union business if such space is available without adversely affecting the mission of the Employer. The Union will be responsible for the movement of furnishings, equipment, supplies, etc. A reasonable amount of official time will be provided to Union officers and stewards to conduct that move.

c. To accept responsibility for the reasonable care and safeguarding of the telephones provided by the Employer. To reimburse the Employer for the costs of long distance services provided whether initiated from the telephone numbers assigned to the instruments provided or billed to those numbers from other sources.

ARTICLE 16

BULLETIN BOARDS/PUBLICITY

SECTION 1: The Employer will afford the Union an opportunity to display materials to keep employees informed of actions. Upon written request by the Union, the agency will provide an area which is approximately 24" x 36" in every building with bargaining unit employees, in a suitable location which is readily accessible to employees.

SECTION 2: The Union will be solely responsible for the update and neatness of the display area. Supervisors or employees that are not Union Stewards or Officials will not tamper with Union display areas.

SECTION 3: The Employer will inform the Union when a display area contains outdated information regarding DoD/AF policy.

SECTION 4: The Union may recommend articles to the Civilian Personnel Section to be published in the civilian personnel newsletter. Articles will be subject to review and approval from the Civilian Personnel Officer.

ARTICLE 17

PARKING

The Employer will grant a reserved parking space near the working area of the Union President for use in conducting labor-management related business.

ARTICLE 18

EXERCISES

SECTION 1: The Civilian Personnel Section will notify the Union as soon as practical of any scheduled exercise and the extent to which unit employees may be required to participate. The Employer will give the Union, upon request, all unclassified information concerning an exercise, which is:

- a. Within the Employer's possession, and
- b. Necessary and relevant to the Union's representational responsibilities.

SECTION 2: The requirement to notify unit employees in advance of changes in tours of duty is waived for exercise purposes. Changes to tours of duty will cease as soon as practical after the completion of the exercise. Affected employees will be compensated in accordance with this agreement and applicable publications.

ARTICLE 19

RIF AND REORGANIZATION

SECTION 1: When the Employer has determined that a reduction-in-force, reorganization, or transfer of function will occur which will affect bargaining unit employees, it will, prior to official notification of affected employees, inform the Union, in writing, of all the facts at the earliest possible date.

SECTION 2: The Employer agrees to provide to the Union, as soon as official notification is received, the reason for the action, the numbers, types, and grades of employees involved and the anticipated effective date of the action. The Employer will give the Union an opportunity to bargain over the adverse impact and implementation of the affected employees. The Employer agrees that in order to minimize the impact on employees adversely affected, existing vacancies

will be utilized to the extent possible to place employees in continuing positions for which they qualify.

SECTION 3: If early retirement or buy-out opportunities are offered to employees prior to the issuance of RIF notices, the Employer will provide a briefing(s) for employees. Eligibility requirements, and application processes will be explained. The effects of a buy-out or early retirement on severance pay, reemployment, and continued health insurance coverage will be presented. A representative of the Agency will take employee questions and attempt to provide immediate answers. If immediate answers cannot be provided, then answers to those questions will be distributed via e-mail to all employees who were invited to the briefing. In addition, the Employer will designate someone who will receive and respond to additional employee questions. A representative of the Union will be invited to attend these briefings, and will be given thirty (30) minutes at the conclusion of the briefing to speak with employees without any management representative present.

SECTION 4: The Employer, consistent with mission requirements and applicable laws and publications, will make every effort to waive qualification requirements to vacant positions during reductions in force.

SECTION 5: Employees whose qualification requirements were waived and who were placed in a position with different duties from those previously performed will receive the training necessary to perform their assigned duties.

SECTION 6: In accordance with applicable publications, employees who are scheduled for separation or assignment to a lower grade position under RIF or reorganization will receive written notice in duplicate, 60 days prior to the effective date of release. The notice shall state what action is being taken, the reason for the action, the effective date of the action, the employee's service computation date, and tenure sub-group. It shall describe the employee's competitive area and competitive level. Employees will be notified by the Employer on where to get assistance on matters such as retirement, severance pay, obtaining other employment, and other benefits that may be available to them.

SECTION 7: An employee affected by reduction-in-force (RIF) or his designated representative has the right to inspect RIF records pertaining to the employee's individual action. An employee has fourteen (14) calendar days from date of receipt of notice to inform the personnel office whether or not a best offer, if one is made, will be accepted.

SECTION 8: Any permanent employee who is separated because of reduction-in-force will, at their request, be placed on a Reemployment Priority List (RPL) in accordance with applicable rules and publications. Such employees will be given preference in accordance with RPL procedures for rehiring in temporary and permanent positions for which they are qualified and registered. It is understood the acceptance of temporary employment will not alter an employee's right to be offered permanent employment.

ARTICLE 20

CONTRACTING OUT

SECTION 1: The Employer will notify the Union, in writing, upon receipt from appropriate authority of directives regarding contracting out or when a locally directed cost comparison concerning contracting out is initiated. Upon request by the Union, the Employer agrees to meet and negotiate with the Union concerning the impact on bargaining unit employees to the extent of the law.

SECTION 2: The Union President or designee will be allowed to participate in the cost comparison process, consistent with the limits of their representational role on behalf of potentially affected civilian employees. Monthly consultations with the Union may be held to solicit the views of potentially affected employees regarding the performance work statement and management efficiency study as required by law. The Union may provide technical support to team members developing the performance work statement and may participate in the management study leading to establishment of the most efficient and cost effective organization (MEO). The employee(s) will be released from normal work duties until such time as these activities are completed, unless an emergency situation occurs requiring the employee's normal job skills.

SECTION 3: The parties may agree to joint labor/management training on the OMB A-76 policy and procedures.

ARTICLE 21

WAGE GRADE SURVEY

When an official wage survey is scheduled, the Employer agrees to notify the Union of the starting date. When employee(s) in the bargaining unit is/are appointed to serve on the wage survey data collection team, TDY/travel procedures will be in accordance with applicable publications and laws.

ARTICLE 22

EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1: The Union and the Employer agree to further Equal Employment Opportunities (EEO) for all persons and endeavor to assure that no one is discriminated against because of race, color, national origin, age (over 40), disability (physical or mental), Genetic Information Non-discrimination Act (GINA), sex to include sexual harassment, religion, reprisal/retaliation or other non-merit factors. The Parties agree to actively work for the accomplishment of the objectives and goals of EO program by demonstrating a positive initiative in accordance with directives of Equal Employment Opportunity Commission (EEOC) and the United States Air Force (USAF).

SECTION 2: The Employer will maintain an EEO counseling program for the purposes of EEO counseling, informal inquiry, and resolution of employee EEO complaints. It is understood that an EEO counselor is neither the complainant's representative nor management's representative. The EEO counselor is responsible for carrying out the responsibilities of the EEO counseling program. Strict neutrality and objectivity is required on the part of the EEO counselor. Keeping the identity of the aggrieved anonymous until such time that the aggrieved has agreed to his/her identity being revealed or until a formal complaint has been filed. Complaints of discrimination are given prompt and fair attention and consideration, and every effort is made to provide for just and expeditious resolution of each complaint, in accordance with 29 CFR Part 1614.

SECTION 3: EEO counselors will inform, orally or in writing, potential complainants covered by this Agreement of their right to representation and their right to process their complaint under appropriate statutory procedures.

SECTION 4: The Employer agrees to notify the Union when a counselor vacancy exists. The Union will then have the right to submit a list of nominees to be considered along with all other nominees, in the overall selection of EEO counselors. The final decision in the appointment of EEO counselors will be at the discretion of the Wing Commander or his designee. All appointed EEO counselors will receive appropriate EEO counselor training.

SECTION 5: In the event an Equal Employment Opportunity Committee is established, the union will be entitled to have a representative on the committee. The representative will have a full and active role on the committee and will be responsible for providing Union positions on all matters addressed by the committee. The representative shall be given access to quarterly reports and other assessments of the EEO progress.

SECTION 6: Alternate Dispute Resolution (ADR) is available to provide just expeditious resolution for each complaint. Management and the Union agree to utilize the ADR Program, at its lowest level, and as deemed appropriate with any workplace dispute.

ARTICLE 23

PAYROLL WITHHOLDING OF DUES

SECTION 1: Any bargaining unit employee of Laughlin AFB who is a member in good standing of the Union, may authorize an allotment for the payment of his/her dues for such membership, provided:

- a. The employee has voluntarily completed a request for such allotment of his/her pay.
- b. The employee regularly receives a normal amount of pay on the regularly scheduled paydays of the base and such pay is sufficient to cover the full amount of the allotment after other legal deductions have been made.

SECTION 2: The Union agrees:

a. To acquire and distribute to its members the prescribed allotment form (Standard Form (SF) 1187, Request for Payroll Deductions for Labor Organization Dues),

b. To certify as to the amount of its dues,

c. To forward completed SF 1187 to the Civilian Payroll Office, and

d. To inform and educate its members on the program for voluntary allotments for payment of dues, the use and availability of the required forms, and the conditions under which the allotment may be revoked.

SECTION 3: The Civilian Payroll Office will accomplish the submission of the SF 1187 without undue delay. The allotment will be effective at the beginning of the first complete bi-weekly pay period after date of receipt of a properly completed and certified SF 1187 by the Civilian Payroll Office.

SECTION 4: An allotment shall be terminated:

a. When the employee leaves the unit.

b. Upon loss of exclusive recognition of the Union.

c. Upon receipt of notice from the Union that the employee is no longer a member in good standing.

SECTION 5: Effective date of termination of dues withholding allotment, which is not at the request of the employee, shall be the beginning of the first pay period following the date of the action which required the termination of the allotment. The Union agrees to promptly notify the Civilian Payroll Office when a member who has authorized dues withholding is suspended or expelled from the Union.

SECTION 6: The Employer agrees to maintain a supply of the form provided for use in revoking any allotment, Standard Form (SF) 1188, Cancellation of Payroll Deductions for Labor Organization Dues, in the Civilian Payroll Office. This form will be available to employees upon request.

SECTION 7: Employees may revoke their dues withholding only once a year, on the anniversary date of their original allotment, by submitting a timely SF 1188 to the Civilian Payroll Office. Upon receipt by the Employer of a properly executed SF 1188 in duplicate, a copy of the form shall be transmitted to the Union within five (5) workdays.

SECTION 8: The Civilian Payroll Office, acting for the Employer, shall furnish to the Treasurer of the Union at the end of each payroll cycle, the remittance for dues. The remittance will be accompanied by a statement in duplicate giving the following information:

a. Identification of office or installation;

b. Identification of local;

- c. Names of members for whom deductions were made and amount of each deduction;
- d. Names of members for whom deductions previously authorized were not made, with coding to show the reason for non-deduction;
- e. Total amount withheld on the payroll;
- f. Net amount remitted;
- g. A copy of any written revocation received by the Employer which is effective within the pay period in question.

SECTION 9: The Union agrees that the amount to be withheld shall be the amount of the regular biweekly dues, exclusive of initiation fees, assessments, back dues, fines, and similar charges and fees. The Civilian Payroll Office will make allotment deductions each pay period in the bi-weekly amount shown on the SF 1187. If the amount of regular dues is changed by the Union, the Civilian Payroll Office will be furnished written notification signed by the President of AFGE Local 1749 that the membership has approved such change and the amount of new deductions to be withheld. The effective date of such change shall be the beginning of the first complete bi-weekly pay period after receipt of the change notice, unless a later date is specified by the Union.

ARTICLE 24

DISCIPLINE

SECTION 1: Definition and Coverage:

This article sets forth the criteria and comprehensive procedures by which the Employer shall impose discipline upon bargaining unit employees. For the purpose of this agreement, a disciplinary action will be defined as an oral admonishment, a written reprimand, suspension, or removal. Discipline is the right of the Employer who agrees to administer discipline for just cause. The Employer will comply with the provisions of this Agreement and applicable laws and publications.

SECTION 2: Investigative Interviews:

Before proposing and/or effecting disciplinary action against an employee in the bargaining unit, the Employer will ascertain all pertinent facts for and against the employee. Before the Employer conducts an investigative interview, the employee being interviewed will be informed of his/her right to a representative.

- a. When an employee or the Union representative requests consultation prior to an investigative interview, time will be allotted for such conference so that the representative can become familiar and accurately elicit facts related to the issue. The amount of time granted will

depend on such factors as the amount of notice given prior to the investigative interview and the complexity of the issues.

b. If the employee requests a representative, no further questioning will take place until the representative is present. The employee will be afforded the time to contact as well as ensure his representative is available at the time and place as agreed by labor and management. If the employee requests no representative, the interview will continue.

c. Any employee who is interviewed in the investigation, but is not himself or herself the subject of the investigation, will be given the following written statements regarding the employee's rights:

You are not currently the subject of this investigation. However, you may be held responsible for any false statement you make or for any violation of Agency rules or regulations that you admit. Therefore, if any time during the interview you reasonably believe that you may be subjected to discipline as a result of your statements, you may request representation by the American Federation of Government Employees. If such a request is denied by the Agency, and if that denial is later found, by an arbitrator or Federal Labor Relations Authority, to have been improper, any statements you made after requesting Union representation may not be used against you in any disciplinary action or proceeding. I hereby acknowledge receipt of the aforementioned notification of my rights.

d. The employee will be asked to sign and date their statement, and will be given a copy.

e. All interviews, inquiries, and matters relative to discipline of an employee shall be conducted in private and in a manner as to minimize any personal embarrassment to the employee. Employees will be entitled to an equal amount of Union representatives as management.

SECTION 3: Timeliness of Disciplinary Action:

Disciplinary actions will be proposed only if the action will promote the efficiency of the Air Force, be corrective in nature, and apply to specific violations of the Employer's rules and publications, and laws and regulations. When all facts have been gathered and disciplinary action appears to be in order, discipline or a proposed notice thereof, will be given promptly to the employee and such notice will be specific, detailed, and factual and in accordance with procedures set forth in this Article.

SECTION 4: Notices of Proposed Actions and Notices of Final Decisions:

a. Notices of proposed disciplinary action will be given to the employee in duplicate. The notice will include information relative to the employee's rights, such as the right to respond either orally, in writing, or by both; and will specify the violation of any rule or publication that is used to support the disciplinary action. One extension, when requested in writing to the Employer, will be granted. Written requests for extension must include the reason for the request and the number of additional days needed. The extension will not exceed ten (10) workdays. Any additional requests for extension will be mutually agreed by both Parties.

b. Notices of Final Decision will be given to the employee in duplicate. Such notices will include information relative to the employee's rights, such as the right to appeal or grieve the matter, as appropriate. A final decision will be issued regardless of whether employees answer the notice of proposed action or supervisors decide to cancel the proposed action or to take a lesser action. Within 10 (ten) workdays following receipt of the employee's reply, the Employer will issue a written decision on the matter or will be granted a 10-workday extension. If a written decision is not issued within the 10 additional workday extensions, the notice of the proposed disciplinary action will be re-issued to the employee.

c. Disciplinary actions requiring a proposal and final decision will have a proposing official and a higher level deciding official.

SECTION 5: Oral Admonishments:

The Employer will inform the employee of the reason for the admonishment and the facts that led to the action. Entries on the employee's AF Form 971 will be in accordance with Article 27, Employee Counseling. The employee may subsequently file a grievance at Step 2 of the Negotiated Grievance Procedure, within ten (10) workdays following the date of the oral admonishment.

SECTION 6: Written Reprimands or Suspension of 14 Days or Less:

a. The Employer will prepare and present Notice of Proposed Reprimands or Suspension of 14 days or less in accordance with Section 4 above stating in detail the reason for the proposed action.

b. The employee may respond orally, in writing, or both, within ten (10) workdays following receipt of the proposed action. Within ten (10) workdays following receipt of the employee's response or expiration of the time limits, whichever occurs first, the Employer will issue a written decision on the matter.

c. Following receipt of the Employer's final decision, the employee may file a grievance at Step 2 of the Negotiated Grievance Procedures.

SECTION 7: Removals or Suspensions of More than 14 Days:

a. The Employer will prepare and present notices of Proposed Removal or Suspension of more than 14 days in accordance with Section 4 above stating in detail the reason for the proposed action.

b. The employee may respond orally, in writing, or both, within ten (10) workdays following receipt of the proposed action. Within ten (10) workdays following receipt of the employee's response or expiration of the time limits, whichever occurs first, the Employer will issue a written decision on the matter. The Employer will issue a written decision on the matter.

c. Following receipt of the Employer's final decision, the employee may file a grievance at Step 2 of the negotiated Grievance Procedure or exercise appropriate appeal rights.

SECTION 8: Records of Disciplinary Actions:

Records of disciplinary action will be made and maintained in accordance with appropriate publications. Records of disciplinary actions that are to be removed as the result of a grievance or appeal decision shall be removed no later than five (5) workdays following the removal date specified in the arbitrator's instructions. The original documents of disciplinary actions to be removed will be given to the affected employee during the above stated time-frame.

ARTICLE 25

GRIEVANCE PROCEDURE

SECTION 1: The purpose of this article is to provide a mutually acceptable method for prompt and equitable settlement of grievances.

SECTION 2: A grievance means any complaint:

- a. By any employee concerning any matter relating to their employment.
- b. By the Union concerning any matter relating to the employment of the employees.
- c. By any employee, the Union, or the Employer concerning:

(1) The effect of interpretation or a claim of breach of a collective bargaining agreement; or

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

SECTION 3: Exclusions:

- a. Any claimed violation of Sub-Chapter III of Chapter 73, Title 5 USC, relating to prohibited political activities.
- b. Any matters pertaining to Retirement, Life Insurance, or Health Insurance.
- c. Suspensions or removal actions taken for national security reasons.
- d. Any examination, certification, or appointment.
- e. Classification of any position not resulting in reduction of grade or pay.
- f. Notices of proposed disciplinary actions.

- g. Non-adoption of suggestion or disapproval of an incentive award or other kind of honorary award.

SECTION 4: This negotiated procedure shall be the exclusive procedure available to the Parties and to the employees in the bargaining unit for resolving grievances except as provided in Section 5 of this Article.

SECTION 5: Appeal and Grievance Options:

a. An aggrieved employee affected by discrimination, a removal or reduction in grade based on unacceptable performance or adverse action may at his/her option raise the matter under statutory appellate procedure or the negotiated grievance procedure, but not both. Selection of this negotiated grievance procedure in no manner prejudices the right of an aggrieved employee to request the review of the final decision in accordance with the provisions of Title V and/or Title VII.

b. When appropriate, an employee may at their discretion use the Alternate Dispute Resolution (ADR) Program as an option to resolve grievances or any other workplace disputes. The employee or his/her designated representative may request ADR within 5 workdays after a grievance has been initiated. If a settlement is not reached, the employee may immediately proceed to the appropriate Step of the NGP. The original time limit for filing a grievance, appeal, or EEO complaint will still apply.

SECTION 6: Questions of Grievability/Arbitrability:

a. The Employer will provide the Union a final written decision concerning the grievability or non-arbitrability of a grievance within the time limits provided for the written decision that would be rendered at Step 3 of the grievance procedure. All disputes of grievability or arbitrability shall be referred to the Arbitrator as a threshold issue of the grievance in accordance with Article 26, Arbitration. If the Arbitrator determines that the issue is arbitrable, the Arbitrator will hear the merits of the grievance. The Arbitrator may decide not to hear the merits of the case if timeliness is referred to the arbitrator as a threshold issue.

b. An employee shall be deemed to have exercised his/her option to raise a matter either under the applicable appellate procedures or under the negotiated grievance procedure at such time as the employee timely files a notice of appeal under the applicable appellate procedures or timely files a grievance in accordance with the provision of the negotiated grievance procedure, whichever event occurs first.

SECTION 7: Employee Grievance Rights: Employees have the right to:

a. File a grievance under this Negotiated Agreement without discrimination or regard to labor organization membership using all steps herein (not including arbitration) as long as all time limits are observed; or

b. Represent himself/herself in any grievance or appeal action within the terms of this Agreement, as long as the Union is given an opportunity to be present during the grievance proceedings; or

c. Select any representative of his/her own choosing as long as the selection would not result in a conflict or apparent conflict of interest, or would be incompatible with law or the official duties of the representative.

SECTION 8: The Parties recognize that most grievances arise from misunderstandings or disputes which can be promptly and satisfactorily resolved on an informal basis at the immediate supervisory level and agree that every effort will be made to settle potential grievances at the lowest possible level. The filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, and desirability to the organization.

SECTION 9: Documentary Evidence:

Documentary evidence and/or written statements from a reasonable number of employees having pertinent knowledge on the matter may be submitted at any step of this procedure. Employees and/or their designated representatives will be afforded the opportunity to discuss their cases with such employees in private.

SECTION 10: Union or Employer Grievances:

The Union or the Employer may initiate grievances, in writing, by presenting grievances to the Civilian Personnel Section Chief for referral to the Installation Commander or appropriate Group Commander (Union Grievance), or to the Union President or designee (Employer Grievance) within ten (10) workdays following the date of the event that gives rise to the grievance. Any grievance must contain the appropriate information required by Step 1 of this grievance procedure. The appropriate party will furnish the other party a written decision within ten (10) workdays after receipt of the grievance. If the matter is not resolved, the grieving party may refer the matter to arbitration in accordance with Article 26. Either party may request a meeting within three (3) workdays after the filing of a grievance to discuss the matter.

SECTION 11: Employee Grievances:

a. Any employee who believes that he/she has a potential/possible grievance will, at his/her option, attempt to meet with the immediate supervisor in an effort to resolve the problem at any time after the occurrence of the event.

b. Employees may, at their option, contact a representative to discuss the complaint prior to meeting with the supervisor. Employees who will be accompanied by a representative to such meetings have to designate the representative in writing prior to or at the beginning of the meeting.

c. When an employee decides to meet with the supervisor and the problem is not resolved to the employee(s) satisfaction, the employee(s) may file a grievance under the provisions of this

Article. All further communications will be made through and between the designated representative (unless the employee(s) designates otherwise in writing) and the appropriate supervisor.

SECTION 12: Grievance Processing Procedures:

a. A grievance file must be maintained as addressed in this section. All of the items listed as part of Step 1 in Section 15 are required for a valid grievance. If the grievance does not include the required elements, it is not a valid grievance and cannot be accepted by management. Filing of an incomplete grievance does not toll or pause any time requirements listed in the negotiated agreement. A complete grievance must be filed within the required time.

b. The complete grievance file will be submitted in duplicate to the Civilian Personnel Section, Labor Relations Officer or designee and will consist of the original grievance and all additional responses (decisions, replies, extension requests, back-up information, etc.) generated as a result of the processing through the various grievance steps. The documents in the complete grievance file will be in the original to the maximum extent possible. The original grievance file will be the personal property of the grievant. Once a document becomes a part of the grievance file, it will not be changed except by mutual consent of both Parties. The originator of any document to become a part of the file will ensure sufficient copies are provided for forwarding to the Union and the Labor Relations Officer.

c. The complete grievance file will be hand-carried by the employee, the employee's representative (if any), the Employer, or the supervisor during all steps of the negotiated grievance procedure.

d. Grievants may elect to withdraw grievances at any step of this procedure. Withdrawals will be in writing and copies provided to the Union and the Labor Relations Officer.

e. At any step of the grievance procedure at the election of either Party, the grievant and his representative and the management representative will meet in an attempt to resolve the grievance.

SECTION 13: Time Limits:

a. All time limits in this Article may be extended by mutual consent. A written request for extension must be submitted to the appropriate party. The written request for extension will include the reason for the request. No more than 10 workdays may be granted.

b. Failure of the Employer to meet time limits under this procedure shall authorize the grievant or representative to elevate the grievance to the next step or to invoke arbitration.

SECTION 14: Grievance Procedure:

STEP 1:

a. Grievances initiated at Step 1 must be presented within ten (10) work days following the occurrence of the event that gives rise to the grievance or the date the employee became aware of the event. Grievances must be submitted in writing to the appropriate level supervisor (in some cases this may be the second level supervisor) and include:

(1) Name of employee

(2) Name of representative, if any

(3) Employee's duty section

(4) Date incident occurred

(5) Statement of grievance to include applicable references

(6) What adjustment is expected

(7) Employee signature

(8) Representative's signature, if any. (Copy of representation form must be included if not previously provided.)

b. The appropriate level supervisor shall furnish the grievant a written decision within ten (10) workdays following the receipt of the grievance.

c. If the matter is resolved, the resolution will be reduced to a written statement, signed by the grievant's representative or the grievant, and the supervisor.

d. If the matter is not resolved, the grievant may proceed to Step 2 within ten (10) workdays following receipt of the Step 1 decision.

STEP 2:

a. The employee may present the grievance to the next level supervisor, within ten (10) workdays following receipt of an unsatisfactory Step 1 decision. The next level supervisor shall furnish the grievant a written decision within ten (10) workdays following the receipt of the grievance.

b. If the matter is resolved, the resolution will be reduced to a written statement signed by the grievant's representative, or the grievant, and the supervisor.

c. If the matter is not resolved, the grievant may proceed to Step 3 within ten (10) workdays following receipt of the Step 2 decision.

STEP 3:

a. The employee may present the grievance to the Wing Commander or appropriate Group Commander within ten (10) workdays following receipt of an unsatisfactory Step 2 decision. The Employer shall furnish the grievant a written decision within ten (10) workdays following the receipt of the grievance.

(1) If the matter is resolved, the resolution will be reduced to a written statement signed by the grievant's representative or the grievant, and the Employer.

(2) If the matter is not resolved, arbitration may be invoked within (20) workdays following the decision.

STEP 4:

Grievances not satisfactorily resolved at Step 3 may be referred to Arbitration by either Party.

ARTICLE 26

ARBITRATION

SECTION 1: Invoking Arbitration:

a. Within five (5) workdays of receipt of a list of arbitrators from the Federal Mediation and Conciliation Service, the requesting Party will provide a copy of the list to the other Party and arrange a time and place for the mutual selection of the arbitrator.

b. At the agreed place and time each Party will alternate striking one name from the list until only one name remains. A flip of the coin will determine which party selects the first name to be struck from the list of arbitrators.

c. After selection is made, the filing Party will notify the arbitrator of his/her selection. The arbitrator will notify the Parties of selective dates of availability. The Parties will then mutually agree to a date provided by the arbitrator and either Party will notify the arbitrator of the date selected within three (3) workdays.

d. Each Party will provide the other Party copies of all correspondence to or from the arbitrator and/or the Federal Mediation and Conciliation Service. Should either Party refuse to participate in the selection of the arbitrator, the participating Party will select an arbitrator from the list of arbitrators provided by the Federal Mediation and Conciliation Service. This selection process will be binding on both Parties.

e. Employees shall be made available as witnesses during arbitration proceedings and will not suffer loss of pay or charge to leave while in a duty status. Lists of witnesses will be exchanged no later than five (5) workdays prior to a hearing. All costs of any Party using witnesses to testify at an arbitration hearing, other than government employees, will be borne by the Party calling said witness.

f. The jurisdiction and authority of the arbitrator will be confined to the issue(s) pertinent to the grievance as relative to the terms of this Agreement, but shall have no jurisdiction, power, or authority to add to, subtract from, alter, amend, or modify any provision of this Agreement. The arbitrator's award shall be binding on both Parties and implemented upon receipt unless appealed according to the provisions of the Civil Service Reform Act of 1978, as amended.

g. The order of proceedings will be determined by the arbitrator who will be requested to render his binding decision as quickly as possible, but in any event no later than 30 calendar days after the close of the hearing, unless the Parties otherwise agree.

h. All costs and fees of an arbitrator shall be borne equally by both Parties. Either Party may make a transcript for its own use at its own cost and will provide the other Party a copy of the transcript on a shared-cost basis upon request.

ARTICLE 27

EMPLOYEE COUNSELING

SECTION 1: Entries on AF Form 971 resulting from informal meetings, discussions, or briefings by the immediate supervisor with the employee relative to issuance of instructions and established Employer policies and practices are not in themselves considered disciplinary. Such entries may be used only for proving the employee's knowledge of the subject of the entry.

SECTION 2: All entries concerning any matter relative to any disciplinary action or which could be used to support future disciplinary action, will be recorded on the AF Form 971 after the matter has been discussed with the employee and the employee's response has been given due consideration. The employee will be given the opportunity to read, initial, and date any such entries. The employee's initials will not be construed as agreement or disagreement with the entry, but only indicate the employee is personally aware of such entries.

ARTICLE 28

EMPLOYEE RECORDS

SECTION 1: AF Form 971: Supervisor's Record of Employee (Computer Generated):

a. The AF Form 971 and any appropriate attachments are the immediate supervisor's personal and confidential record of an employee's performance. The Parties agree that access to the AF Form 971 will be limited to the employee concerned and persons having an official need to know. The supervisor will insure that the AF Form 971 is protected from unauthorized access. The Parties agree that the immediate supervisor or, in his/her absence, the appropriate designee will be the person responsible for making entries on the employee's AF Form 971.

b. Provided no other disciplinary action is issued, the following applies:

(1) Oral admonishments, recorded on the employee's AF Form 971, will be removed no later than six (6) months from the date of issuance unless a related or similar incident occurs.

(2) Written reprimands, recorded on the employee's AF Form 971 and attachments, will be removed from the record and the documentation removed no later than fifteen (15) months from the date of issuance unless a related or similar incident occurs.

(3) Letters of counseling will be removed twelve (12) months from date of issuance unless a related or similar incident occurs.

c. Records of disciplinary action may be removed at any time at the discretion of the immediate supervisor.

d. The Parties should encourage both supervisors and employees to periodically review existing entries. All entries of a positive nature will remain indefinitely.

e. AF Form 971 will be maintained in accordance with applicable laws and publications.

SECTION 2: Official Personnel Folder (OPF): The Employer agrees to the extent compatible with accessibility and laws or publications to allow employees and their designated representative to review the employees' electronic records. Employees may inspect their electronic records on official time provided they have first obtained approval from their immediate supervisor. Access to employee electronic records is also available at most base organizations. If information needed is not available on the employee's electronic records, the Civilian Personnel Section will request the information from the Air Force Personnel Center.

SECTION 3: Supervisors and managers are not prohibited from maintaining personal notes, as memory aids. Such notes are (1) retained for the personal use of the author only, as memory aid; and (2) not circulated to anyone else including other supervisors or managers, the author's secretary, or clerical support personnel; and (3) not required by directives published at any level and may be retained or discarded solely as the author sees fit. When personal notes are maintained they are not considered to be part of this system or subject to the Privacy Act. By definition, any records authorized or required by written directives are not personal notes; they are official records and are subject to the Privacy Act.

ARTICLE 29

POSITION DESCRIPTION AND CLASSIFICATION

SECTION 1: Position Description/Core Personnel Document (PD/CPD) Contents:

The PD/CPD of employees will document the major duties, responsibilities, and supervisory relationship of the position for the purpose of classification of the position and determination of pay and grade. For "other duties as assigned," duties which are unrelated to the principal or predominant duties of an employee's position will be avoided by the Employer.

SECTION 2: Disagreements over PD/CPD and/or Classification:

a. Employees who feel their position description is inaccurate should bring the matter to the attention of their supervisor for clarification. Should the supervisor be unable to resolve the matter to the employee's satisfaction, the accuracy of the duty descriptions in the official PD/CPD should be reviewed in accordance with the Negotiated Grievance Procedure. Upon request, the Employer will furnish a copy of the position description to the employee, or his/her designated Union representative.

b. Formal classification appeals will be processed in compliance with the requirements of appellate authorities at the Department of Defense and the Office of Personnel Management.

SECTION 3: The Employer agrees to correct any position descriptions and the classification of any position in the bargaining unit found to be improperly classified, in accordance with applicable publications and this Agreement.

ARTICLE 30

PROMOTION

SECTION 1: Employees in the unit will be given consideration for temporary and permanent promotions in accordance with AFMAN 36-203, Staffing Civilian Positions, Laughlin AFB Supplement to this AFMAN, and applicable laws and publications.

SECTION 2: The Employer and the Union will meet and negotiate on any changes to, or establishment of, a new or revised merit promotion plan affecting the employees in the unit.

SECTION 3: Promotions will be based solely on the job related criteria according to legitimate position requirements. Selections will be made without regard to personal relationship or patronage.

ARTICLE 31

MERIT SYSTEM PRINCIPLES

The Agency and the Union agree to the principle of merit systems set forth in 5 USC 2301. The Agency shall cooperate fully in processing alleged violations of this law under any applicable procedures which may be provided by law or regulation.

ARTICLE 32

DETAILS

SECTION 1: The Employer retains the right to detail employees. Details to positions or work assignments will be based on bona fide need. Details are defined in and will be accomplished and documented in accordance with AFMAN 36-203.

SECTION 2: A detail is the temporary assignment of an employee to a different position or set of duties for a specified period with the employee returning to his/her original position at the end of the detail. There is no formal position change, officially the employee continues to hold the position from which detailed and keeps the same status and pay. Employees do not need to meet qualification standards in order to be detailed.

SECTION 3: A detail to an established position or unestablished position may be made as follows:

a. Short-term details to an unestablished or established position may be for 30 consecutive days or less and must be recorded by the supervisor on the AF Form 971, Supervisor's Employee Brief.

b. Details of 120 consecutive days or less to an established position may be made non-competitively.

c. Details beyond 120 consecutive days will be made using competitive procedures per directives.

SECTION 4: A supervisor may select any employee for detail in accordance with the following:

a. The normal and preferable practice in utilizing civilian employees is to assign them to established positions.

b. Selection of an employee will be fair and equitable in relation to all employees available for detail. Such matters as assignments that enhance qualifications, offer promotion possibilities, or entail other benefits will be fair and equitable.

SECTION 5. The normal and preferable practice in utilizing civilian employees for details is to rotate the detail amongst volunteers with the skills required; however, when no such volunteers are available, every effort will be made to rotate these assignments among the employees of the work area concerned who can adequately perform the work required.

SECTION 6. When an employee is temporarily assigned to a higher graded position for thirty (30) consecutive calendar days, the employee may be temporarily promoted in accordance with appropriate laws, rules, and regulations.

SECTION 7: Consideration for details shall be given to qualified bargaining unit employees in the lowest organizational segment in which the vacancy exist.

ARTICLE 33

BASIC WORKWEEK, TOURS OF DUTY, AND HOURS OF WORK

SECTION 1: The administrative workweek begins at 0001 Sunday and ends at 2400 on the next following Saturday. The calendar day on which a shift begins is considered the day of duty for

that day even though the day of duty extends into the next calendar day or into the following administrative workweek. The basic workweek is the days and hours of an administrative workweek which make up a full-time employee's regularly scheduled 40-hour workweek, which is normally Monday through Friday, with regularly scheduled hours from 7:30 AM through 4:30 PM.

a. Employees will be given a five (5) workday advance written notice when they are to be assigned work hours other than stated above, unless the employer's mission would be adversely affected or costs would be substantially increased. When the situation which caused the change no longer exists, the Employer will return the affected employees back to their original shift assignments.

b. Occurrence of a holiday shall not affect the designation of the basic work week. The two days outside of the basic work week will be consecutive except when the head of an agency determines that the organization would be seriously handicapped in carrying out its functions or that costs would be substantially increased.

SECTION 2: An uncommon tour of duty may be established when necessary for efficient operations or when the costs of operations can thus be reduced. When the Employer contemplates establishing new hours of work or meal periods, the Employer agrees to fulfill the obligation to negotiate with the Union. The Union will be notified of the necessity for an emergency change as soon as practical. Temporary changes for disaster alerts, to determine operational readiness, or changes which become necessary because of military-type exercises ordered by higher authority will be implemented as if an actual emergency exists.

a. For fulltime employees working other than a Monday – Friday schedule, if a holiday falls on a regular weekly non-workday, other than the day administratively scheduled for the employee instead of Sunday, the holiday will be observed the workday immediately before that regular weekly non-workday.

SECTION 3: Employees under the supervision of the same immediate supervisor may request, in writing, trading shifts at the end of the pay period, subject to review and approval of the immediate supervisor. Favorable consideration shall be given to requests based on medical consideration, quality of production, training, educational endeavors, or confidential personal considerations of all employees within the same section for the duration of the current rotation.

a. Employees on each certain shifts will have a 20 minute on site, or a one-hour lunch period as determined by the Supervisor. When supervisors schedule lunch or meal periods, during which the employee is free of the duties of his or her position, the period is not considered as duty time for which compensation is paid. Variations from the established time for lunch may be made to suit workload requirements, but in no event will the lunch period begin earlier than three and one half (3½) hours after the start of the shift, or terminate later than three hours before the end of the shift. An employee directed to work through the lunch period will be compensated accordingly. If an employee has the lunch period frequently interrupted by call back to duty, the lunch period will be considered duty time and the employee will be compensated as if directed to work through the lunch period.

b. A rest period not to exceed fifteen (15) minutes during each half of the employees work period will be granted except when emergencies require otherwise. Rest periods will not be combined with the lunch period unless approved by the supervisor.

SECTION 4: Shift work will be assigned to employees with the appropriate skills and qualifications (to include medical) as determined by the Supervisor and based on Service Computation Date (SCD-Leave) as the senior factor. Shift rotations will occur at 6-month intervals.

a. Employees will have the opportunity to volunteer and will be assigned to shifts using the following process:

(1) Volunteer lists will be posted no later than twenty (20) workdays prior to the effective date of the shift change. Volunteer lists will be posted for a period of ten (10) workdays. The Union will be notified of the volunteer list being posted. EXAMPLE: A shift change will occur 1 Feb 11, the volunteer list must be posted on or before 3 Jan 11 to allow for twenty (20) workdays prior to shift change. The twenty (20) workdays allows for posting volunteer list for 10 workdays, supervisory review for 5 workdays, and employee notification of 5 workdays prior to the effective date of the shift change.

(2) Selections for shifts will be assigned to employees with the appropriate skills and qualifications (to include medical) as determined by the supervisor and based on Service Computation Date (SCD-Leave) as the seniority factor.

(3) If there are insufficient volunteers for a shift, employees will be assigned to the needed shift in inverse order of seniority using SCD-Leave, based on appropriate skills, qualifications (to include medical) and mission requirements.

(4) Regardless of any seniority provision, management may involuntarily move an employee to a different shift for any bona fide mission requirement. The mission requirement may be for training purposes.

(5) When a vacancy occurs after the shift assignments have been made, management has the right to make necessary changes to shift assignments of current employees to meet mission requirements. Shift assignment changes may be made at the time the vacancy occurs or at the time of selection and knowledge of the new employee's training, appropriate skills, and qualifications (to include medical). These changes will remain in effect for the remainder of the current shift rotation unless another vacancy or mission requirement arises.

(6) Employees may request, in writing, trading shifts at the end of the pay period, subject to review and approval of the immediate supervisor(s). Favorable consideration shall be given to requests based on medical consideration, quality of production, training, educational endeavors, or confidential personal considerations of all employees within the same section for the duration of the current rotation.

(7) Same process will be followed for every shift rotation.

SECTION 5. The Union President will not be assigned to a night shift without the approval of the installation commander, or designee.

ARTICLE 34

MAKE READY AND CLEAN-UP TIME

SECTION 1: Incidental duties that are connected to the performance of a job, such as obtaining and replacing work tools or materials, undergoing inspections and similar tasks, are considered part of the job requirements within the established tour of duty. When work shifts overlap, the shifts will be arranged so that time required for incidental duties will be part of the eight (8) hour day. When incidental duties cannot be made a part of regularly scheduled work day, the extra time for which overtime is payable, will not exceed thirty (30) minutes a day. Clean-up time will be restricted to cleaning up the employee's immediate work area.

SECTION 2: Employees will be afforded a reasonable amount of make ready or clean up time at the start of tour of duty, lunch time, and prior to the end of the regular tour of duty.

ARTICLE 35

HOLIDAYS

SECTION 1: The Employer agrees that unit employees are entitled to all holidays established by law, regulation, and/or Executive Order. The Employer agrees to minimize the assignment of holiday work consistent with the needs and the accomplishment of the mission.

SECTION 2: Employees assigned holiday work will be given a five (5) workday advance notice. However, the Parties agree that employees must accept holiday work on short notice due to unforeseen requirements in the workload. First consideration will be given to all volunteers qualified to do the work. If no volunteers or insufficient volunteers are available, the Employer will select employees qualified to do the work. Holiday work will not be assigned as a reward or a penalty but will be equitably distributed among the employees meeting the requirements stated in this Section.

SECTION 3: Employees required to return to the work site on a holiday will be credited with a minimum of two (2) hours of such work. The employees will be excused from duty as soon as the Employer determines their services are no longer required.

SECTION 4: The Employer will make every effort to avoid assigning holiday work to any employee who has taken or intends to take annual leave or leave without pay during the pay period.

ARTICLE 36

OVERTIME

SECTION 1: Assignment of overtime work will be consistent with applicable rules and publications and this Negotiated Agreement. However, the Parties agree to minimize the assignment of overtime work consistent with the needs and the accomplishment of the mission. As provided by law, work in excess of eight (8) hours in a work day or forty (40) hours in a work week will be considered overtime with the exception of Firefighters who are covered under separate law and publications concerning overtime.

SECTION 2: Employees required to work overtime will be given five (5) workday advance notice. The Parties agree, however, that employees must accept overtime work on short notice due to unforeseen requirements in the workload. When selecting employees for overtime, first consideration will be given to volunteers qualified to do the work and not on documented medical restrictions preventing them from doing the work. If no volunteers or insufficient volunteers are available, the Employer may select non-volunteers qualified to do the work. Overtime work will not be assigned as a reward or a penalty but will be equitably distributed among the volunteers and non-volunteers meeting the requirements stated in this Section. An employee who has volunteered for and who has been assigned overtime work may be released from such assignment provided:

- a. The employee has submitted a timely request for such a release.
- b. The employee has provided a reason for the request, and
- c. Another employee volunteers for the assignment or another volunteer is available for assignment to the overtime.
- d. Employees who volunteer for overtime and fail to report for duty shall be excluded for the next available overtime.

SECTION 3: Employees working at least two hours of overtime beyond the regularly scheduled work day will be allowed a rest period not to exceed fifteen minutes.

SECTION 4: Employees required to return to the work site at a time outside of and unconnected with their regularly scheduled hours of work to perform unscheduled overtime will be credited with a minimum of two hours of such work. The employees will be excused from duty as soon as the Employer determines their services are no longer required.

SECTION 5: The Employer will make a reasonable effort to avoid assigning overtime work to any employee who is presently on leave, has forecasted annual leave, or leave without pay.

SECTION 6: If the work being performed is required within the forty (40) hour work week, employees on light or restricted duty will be considered for overtime.

ARTICLE 37

TRAVEL AND PER DIEM

SECTION 1: Supervisors scheduling employees for temporary duty will coordinate the travel arrangements with the employee prior to issuance of the travel order. The Government Travel Card (GTC) must be used to obtain TDY funds, advances if traveler desires, charge transportation, rental cars, and lodging fees. When the individual has been denied a card based on financial irresponsibility, the organizational commander or civilian equivalent shall authorize advance pay. All travel payments made to the traveler will be paid by Electronic Funds Transfer (EFT) and split disbursements will be made.

SECTION 2: Employees will not be required to perform temporary duty travel without written travel orders, except in cases of emergencies. Emergency travel required will be validated by after-the-fact travel orders in accordance with appropriate travel publications.

ARTICLE 38

ENVIRONMENTAL DIFFERENTIAL PAY

SECTION 1: When an operation warrants environmental differential pay (EDP), eligible employees will be paid in accordance with 5 CFR 532.511, subpart E, Appendix A, and other applicable laws and publications.

SECTION 2: The Union will be given the opportunity to participate in any investigation to establish a new category or discontinue an established category of environmental differential pay. The Employer will consider the Union's recommendations on these matters in the decision making process.

SECTION 3: The Union may bring to the attention of the Employer situations which it feels warrant an investigation for environmental differential pay (EDP). If a qualifying hazard cannot be eliminated, EDP shall be authorized.

SECTION 4: The Employer agrees to meet and negotiate with the Union prior to deleting or adding any changes to existing situations that eliminate EDP.

SECTION 5: The Parties will encourage supervisors and employees to look for ways to eliminate hazardous/unsafe working conditions and thus minimize injuries and expenses caused by these conditions.

ARTICLE 39

HEALTH AND SAFETY

SECTION 1: The Employer will make every effort to provide employees with a safe and healthy work environment. The Parties agree to encourage employees to comply with all health and

safety requirements and to support the Employer's determinations in safety matters. Employees, supervisors, and management officials are individually responsible for prompt reporting of observed unsafe acts or conditions. The Union and the Employer agree that applicable Air Force Regulations; Federal Regulations; other Air Force safety, health, fire prevention, technical directives; base or staff office regulations; OSHA directives; and shop instructions are required safety standards.

SECTION 2: Health and Safety Inspections

a. Safety and health inspections will be conducted by appropriate agencies in accordance with applicable publications when required to maintain a safe and healthy work place.

b. When the Employer's safety representative conducts an inspection of an area where bargaining unit employees work, the Union will be informed and be given the opportunity to participate when the inspection is conducted by an outside agency, such as OSHA or NIOSH, the Union shall be given the opportunity to participate to the limits allowed by the inspection agency.

c. The Union will be given the opportunity to make written input to inspections conducted by base Safety inspectors for consideration within a reasonable suspense time. Schedule of and completed reports of survey/inspections applicable to unit employees will be provided to the Union upon written request.

SECTION 3: Accident Investigations. When the Employers conduct an investigation on an accident involving or impacting bargaining unit employees, the Union will be informed.

SECTION 4: Protective Clothing, Equipment, and Tools

a. The Employer shall provide, maintain, and require the use of approved safety equipment, approved personal protective equipment, and other protective devices necessary to provide protection of employees from hazardous conditions encountered during the performance of duties. The use of protective equipment and clothing is only acceptable in conjunction with adequate employee training, equipment selection, and equipment maintenance programs.

b. The Employer will provide safety toe shoes and prescribed safety glasses as deemed necessary.

c. At no time shall the use of personal protective equipment be a substitute for feasible engineering controls.

SECTION 5: An employee assigned duties which he/she reasonably believes could cause imminent danger to person or property will immediately notify the appropriate supervisor of the situation. The supervisor will delay the assignment and make every effort to correct the situation. If the employee still feels the problem is not corrected, the employee has the right to contact the appropriate agency and the Union.

SECTION 6: Employee Protections

- a. The Employer will assure the right of anonymity for those employees who report an unsafe or unhealthy working condition.
- b. The Employer will assure that no employee is subject to restraint, interference, coercion, discrimination, or reprisal for filing a report of an unsafe or unhealthy working condition, or other participation in an agency occupational safety and health program.
- c. Employees shall inform supervisors when they feel the necessity to report unsafe conditions.

SECTION 7: Reporting and Abatement of Unsafe and Unhealthy Working Conditions

- a. The Employer agrees to respond to employee reports of hazardous working conditions and to require an inspection within 24 hours for imminent dangers, three (3) work days for potential serious conditions, and twenty (20) workdays for other conditions. Any employee or steward is authorized to request an inspection of the workplace when he/she believes an unsafe or unhealthy condition exists.
- b. The Employer agrees to post notices of hazardous conditions discovered in any workplace. This notice shall be posted at or near the location of the hazard and shall remain posted until the cited condition has been corrected. Such notices shall contain a warning and description of the unsafe or unhealthy working conditions and any precautions required by applicable publications.
- c. The Employer agrees to assure prompt abatement of unsafe or unhealthy working conditions. When this cannot be accomplished, the Employer agrees to consult with the Union to develop an abatement plan setting forth a timetable for abatement and a summary of interim steps. Employees exposed to such conditions shall be informed of the abatement plan and the Union shall be consulted during the implementation of the plan.

SECTION 8: Training

- a. The Employer agrees that wherever and whenever employees are required to perform duties which involve potential hazards, they will be provided training to perform the job safely. The Parties agree that when work involves safety hazards, the Employer will ensure that employees exposed to the hazards are provided appropriate training to include instruction of the hazard involved, proper work methods/measures to be used, proper use of protective equipment, and applicable publications or standards.
- b. The Employer agrees to provide training as specified in Executive Order 12196 to Union safety representatives.

ARTICLE 40

EMPLOYEE DISABILITY COMPENSATION

SECTION 1: The Federal Employees' Compensation Act (FECA) will be administered in accordance with applicable laws and publications by the Injury Compensation Program Administrators (ICPAs) at the Air Force Personnel Center (AFPC), Randolph Air Force Base, Texas. It is also the Employer's responsibility to publicize this program throughout the workforce.

SECTION 2: On-the-Job Injuries:

a. Any employee who is injured or becomes ill in the performance of his/her duties may be entitled to benefits under the provisions of the Federal Employees' Compensation Act (FECA). The employee will receive full support from his/her supervisor(s) and the Injury Compensation Program Administrator (ICPA) in connection with reporting of injuries and illness. The appropriate ICPA Specialist or designee will advise the employee of benefits available in accordance with 20 CFR, Part 1, or current Office of Workmen's Compensation Program (OWCP) guidance, assist in the execution of necessary forms, and the administrative process in support of a claim.

b. An employee with a job-related injury may request to be placed on continuation of pay (COP), sick/annual leave or leave without pay, as applicable.

c. The Employer will provide, through its medical facility, emergency diagnosis and first-aid treatment for on-the-job injuries suffered by employees while in the performance of duties.

SECTION 3: Traumatic Injuries:

a. An employee who sustains a disabling on-the-job injury in the performance of duties as defined in applicable law and publications will be placed on annual leave, sick leave, leave without pay or continuation of pay (COP) as requested by the employee.

b. When an employee becomes medically disqualified for his/her position as a result of an on-the-job injury or illness, the Employer will make reasonable accommodations and efforts in accordance with applicable laws and publications to reassign that employee to another position for which their medical limitations do not disqualify them.

c. The Employer will provide training as necessary when an employee is reassigned due to physical limitations, as prescribed by applicable law and publications.

SECTION 4: The Employer is responsible for maintaining safe and healthy working conditions and practices, and assisting employees who are injured to obtain medical care and lost wage benefits to which they are entitled. The Employer is also responsible for making every effort to keep the employee on the job following the injury, or, if this is not feasible, to return the employee to work as soon as possible.

a. The ICPA or designee will ensure that appropriate claim forms are properly completed and submitted to the OWCP district office within the prescribed time frames;

b. The Employer will modify the duties of a position to facilitate retaining the injured worker during the recuperation period at the job site or will work with the ICPA and the Civilian Personnel Section, to identify another position more suitable for temporary limited/light duty assignment;

c. The Employer will consider eligible rehabilitated injured workers for reemployment programs and provide such candidates with the opportunity to perform meaningful work in accordance with FECA procedures and other appropriate directives.

SECTION 5: Upon written request by the appropriate union official, and provided a representational form is completed, the Labor Relations Officer (LRO) agrees to meet and discuss the specific workers' compensation claim. The Employer agrees to consider the Union's inputs such as relocation assignments before an employee receives a proposed removal action.

SECTION 6: Review of Records: An employee and/or the designated representative will be permitted to review documents relating to the claim for compensation and a copy will be provided upon request.

ARTICLE 41

EMPLOYEE DRUG AND ALCOHOL ABUSE CONTROL PROGRAM

SECTION 1: The Parties jointly recognize alcoholism and drug abuse as illnesses which are treatable. In addition, the Parties recognize that alcoholism or drug abuse problems may cause other personal problems such as emotional, financial, family, and also performance problems. It is in the best interest of the employee, the Union, and the Employer that these illnesses be treated and controlled.

SECTION 2: The main concern is limited to alcoholism and drug problems which may cause poor attendance or unsatisfactory performance on the job. The sole objective is to help, and the intent is for rehabilitation and not removal of the employee. The Employer will maintain an active Drug and Alcohol Abuse Program in compliance with applicable rules and publications. The employee will be referred to these programs before any disciplinary action is proposed or initiated. An assessment of the employee's rehabilitation progress will be made. Disciplinary action may be taken and will be in compliance with applicable procedures and directives.

SECTION 3: Employees who are identified and participate in the Drug and Alcohol Abuse Control Program will be entitled to sick leave in addition to the specific services, counseling, and assistance which this program provides. Depending upon individual circumstances and consistent with current law from the appropriate authority, an employee may be considered a qualified handicapped person due to alcohol and substance addictions.

SECTION 4: The Employer agrees to promote and publicize the program through appropriate sources.

SECTION 5: In accordance with AFI 44-107, the Parties agree that the following are some types of drug testing, and not all inclusive:

a. Tentative Selectee Testing – includes external applicants or current employees tentatively selected for assignment to a Drug Testing Designated Position.

b. Random Testing - civilians whose positions are identified as Drug Testing Designated Positions.

c. Reasonable Suspicion Testing - where information has been acquired by a reliable person having personal knowledge or by actions, misconduct, or body odor that warrants investigation.

d. Voluntary Testing – employees not in Testing Designated Positions may volunteer for unannounced random testing by notifying the Human Resources Representative.

e. Rehabilitation (Follow-up) Testing: employees referred for counseling or treatment for illicit drug use will be subject to unannounced testing for a minimum of one year from time of initiated rehabilitation services.

f. Consent Testing: a supervisor may ask a civilian employee to consent to provide a urine specimen for drug testing at any time. In such an instance, the bargaining unit employee may refuse without any repercussion.

g. Post Accident Testing: only for employees directly involved in accidents or mishaps identified as Class A, Class B, or Class C.

ARTICLE 42

PERFORMANCE APPRAISALS

SECTION 1: The Performance Appraisal System will be in conformance with all applicable laws and publications and will be applied fairly, objectively, and equitably.

SECTION 2: Performance Standards

a. Performance Standards will be established in accordance with 5 USC 4302 and appropriate rules and publications.

b. The establishment and/or revision of standards will be discussed with employees prior to application. Employee input is encouraged.

SECTION 3: Performance Appraisals

a. The Parties agree that performance feedback improves employee morale and productivity. Employees will be provided performance feedback at least semi-annually during the performance appraisal cycle. The Employer will provide assistance to all unit employees in order for them to reach their highest performance potential. Performance problems will be handled in accordance with applicable rules and publications from the appropriate authority.

b. A copy of the appraisal rating will be provided to the employee no later than five (5) workdays after it is presented to the employees. An employee may grieve the appraisal rating.

SECTION 4: The Parties agree that recognition for performance contributes to the morale of the workforce. If their performance so warrants, employees will be considered for recognition in the form of a monetary award, a quality step increase, or a Time-Off Award.

ARTICLE 43

ANNUAL LEAVE AND LEAVE WITHOUT PAY

SECTION 1: An employee's request to take annual leave may be granted subject to the requirements of the mission.

SECTION 2: Annual leave forecast requests will be submitted by the individual employee no later than 31 January of each calendar year. Employees will be notified no later than the 10th workday in February of any problems arising from the initial schedules. Employees will schedule all use-or-lose leave to be taken by the end of the leave year.

SECTION 3: Unscheduled annual leave, except where circumstances prevent, will be requested by telephone as soon as possible after the employee becomes aware of the need to request the unscheduled annual leave, but not later than two hours after the start of the shift to which assigned by contacting their supervisor, or other person designated by management to receive such requests. If neither the supervisor nor the designee is available to accept the request, the employee shall leave a message with the person accepting the call identifying reasons for the absence, the anticipated duration, and, if possible, the location where the employee can be reached within two hours of the telephone call. Unscheduled leave will be subject to the supervisor's approval.

SECTION 4: Brief periods of tardiness or unavoidable absences may be excused in accordance with applicable publications.

SECTION 5: Absences can be charged to leave without pay (LWOP) only when the employee specifically requests LWOP or when he/she has insufficient annual leave, sick leave, or compensatory time available to cover an approved absence. LWOP cannot be imposed in lieu of suspension.

SECTION 6: The granting of LWOP will not be denied to:

- a. A disabled veteran for medical treatment.

- b. A reservist or national guardsman in the performance of military duty.

SECTION 7: Upon request, LWOP may be granted in accordance with applicable Air Force Instructions/ Pamphlets to members of the Union to serve with American Federation of Government Employees (AFGE) for up to one year. Extension requests will be processed in accordance with applicable Air Force Instructions/ Pamphlets. When the Union official decides to vacate this position with AFGE, the employee will be returned to the position previously held with the Employer provided no RIF or reorganization occurs while the employee is on LWOP. The employee will be accommodated according to the rules and publications of the action changing his/her position.

ARTICLE 44

SICK LEAVE

SECTION 1: Sick Leave:

Employees shall earn and be granted sick leave in accordance with applicable publications and the provisions of this Article. Sick leave requests shall be approved for employees when they are incapacitated for performance of their duties or leave without pay in accordance with government-wide regulations found at 5 CFR Part 630 Subparts D (Sick Leave) and L (Family Medical Leave).

SECTION 2: Procedures for Requesting Sick Leave:

a. Employees will request sick leave as soon as possible after they become aware of the need, but no later than two hours after the start of the shift to which assigned by contacting their supervisor or other person designated by management to receive such requests. Family members should call only when the employee is unable to make the call himself/herself. If neither the supervisor nor the designee is available to accept the request, the employee will leave a message with the person accepting the call. For absences of 3 days or less, sick leave must be requested on the first day and on every additional day of absence, unless the supervisor expressly relieves the employee of this requirement. The employee will inform the supervisor or designee of the anticipated duration of the absence and keep the supervisor updated. It is management's responsibility to identify the supervisor's designee to employees.

b. Approval of sick leave for prearranged medical appointments will be secured from the Employer in advance of the absence.

SECTION 3: Documentation for Sick Leave of More Than 3 Days:

When an employee is out for more than three consecutive workdays and attended by a physician, a certificate from the physician will be required. If the employee is out sick and not attended by a physician, regardless of the duration of the absence, the employee's personal written statements as to the nature of the illness, and that the employee was incapacitated for duty, shall be accepted in lieu of doctor's certificate. The medical documentation or self-certification must be

administratively acceptable in accordance with applicable rules or regulations. Medical certificates may be in Spanish, but the employee must have it translated into English before submitting to the supervisor.

SECTION 4: Identification and Correction of Sick Leave Abuse:

Once a supervisor establishes sick leave abuse, the supervisor will normally counsel the employee on the use of sick leave, and a record of the session will be recorded on the AF Form 971. An employee suspected of abusing sick leave may be given written notification requiring the employee to provide physician's certificates for all absences for which sick leave is requested. This notice should contain justification as to why the employee was given the additional requirement, such as stating the number of hours of sick leave used in a specific period, his sick leave pattern and balance, etc. The requirement to furnish physician's certificates, once imposed, will be reviewed at least every six months to determine if it will be continued. The sick leave abuse letter will be rescinded after six months unless management has determined there is still evidence of abuse. The supervisor should take care to be fair, firm, and consistent not only in resolving sick leave abuse but in all aspects of sick leave administration.

SECTION 5: Advance Sick Leave for Serious Disability or Illness:

In cases of serious disability or illness, employees may be advanced up to 30 workdays of sick leave. A request for advance sick leave of up to 30 workdays will be made by the employee in writing and it will include a certificate from a medical authority describing why the employee should be granted the absence and the doctor's professional opinion as to the employee's expected ability and expected date to return to duty following the absence. These requests will be approved in writing.

ARTICLE 45

EXCUSED ABSENCES

SECTION 1: Absences (time off with pay) shall be in accordance with applicable laws and publications.

SECTION 2: Absence for voting or registration:

a. Except as provided below, an employee requesting time off to vote is excused without charge to leave for the amount of time necessary to permit him/her to report to work three (3) hours after the polls open or to leave work three (3) hours before the polls close, whichever requires the least amount of time off. Normally, where the polls are open either three (3) hours before or three (3) hours after the employee's regular duty hours, no time is granted.

b. Because of special circumstances, the general rule stated above may not permit sufficient time for voting. In such cases the employee is excused for additional time necessary but not more than one (1) work day.

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

d. When the employee is voting in jurisdictions where registration is required in person, time off will be granted to make the trip. Time off in excess of one (1) day will be charged to annual leave or leave without pay.

SECTION 3: Veterans' Funerals:

An employee who is a veteran of a war, or of a campaign or expedition for which a campaign badge has been authorized, or a member of recognized veterans organization and is participating as a pallbearer, rifle squad member, or a guard of honor in funerals for members of the armed forces who lost their lives on active duty may be excused from duty without loss of pay or deduction of leave for a period not to exceed four (4) hours. Participants shall notify their immediate supervisor of this fact as soon as possible but not less than one (1) day before the funeral.

SECTION 4: The Wing Commander is authorized to excuse employees for a reasonable amount of time for any other reasons that are deemed to be in the best interest of the public or the Air Force.

SECTION 5: Employee Absences for Court or Court Related Services:

a. Except as otherwise modified by applicable law, government wide regulations, or other outside authority, when an employee is summoned or subpoenaed in connection with a judicial proceeding by a court or other authority responsible for the conduct of that proceeding, the employee shall be authorized to attend the judicial proceeding without charge to leave or loss of his/her salary for jury duty or to appear as a witness on behalf of Federal, District of Columbia, and state or local governments.

b. When performing official duty during the period with respect to which he/she is summoned, or assigned by his/her agency (1) to testify or produce official records on behalf of the United States or the District of Columbia; or (2) to testify in his/her official capacity or produce official records on behalf of a party other than the United States or the District of Columbia.

SECTION 6: Blood Donations: The Employer encourages its employees to volunteer as blood donors to blood banks, or in emergencies to individuals. An employee should be excused without charge to leave or loss of pay. Normally, the maximum administrative excused time will not exceed four (4) hours. Additional time not to exceed one (1) day is permissible in cases where the employee must travel an unusual distance or when need for recuperation occurs.

ARTICLE 46

DRESS AND APPEARANCE

SECTION 1: Employees shall comply with reasonable apparel and grooming standards that derive from consideration of health, safety, and type of position occupied in accordance with applicable laws, and publications.

SECTION 2: The agency will provide all bargaining unit employees 350.00 dollars a year for the purchase and maintaining of uniforms they are required to wear.

ARTICLE 47

FUND DRIVES

Charity Drives: The Employer agrees to conduct charity drives in accordance with appropriate publications. In no instance shall the Employer exercise reprisal action or pressure on an employee who does not want to contribute to the charity drive. The principle of true voluntary giving will be upheld.

ARTICLE 48

DEVELOPMENTAL OPPORTUNITY PROGRAMS

SECTION 1: It is the Employer's policy to design, carry out, and support career advancement opportunities for lower grade civilian employees in accordance with governing publications. The Developmental Opportunity Program is designed to help employees reach their full potential and productivity and to fulfill the Air Force mission.

SECTION 2: To fill positions with promotion potential, the Development Opportunity Plan (DOP) will be extended to current permanently assigned Laughlin employees before other sources are considered.

SECTION 3: Lower graded employees will be given the opportunity to gain the skills needed to compete for higher level positions in accordance with applicable Air Force publications. Employees with potential but lacking qualifications can become qualified for current or projected positions through mission supportive job experience, education, and on-the-job training. This includes duty assignments, job rotation, and self improvements intended to systematically develop employees for filling higher level positions of increasingly greater responsibility.

SECTION 4: The Parties agree to meet as the need arises to assess the effectiveness and compliance of the DOP.

ARTICLE 49

EMPLOYEES ARRESTED ON BASE

It is understood that the Employer and law enforcement authorities share jurisdiction on Laughlin AFB. When a state or city law enforcement officer wishes to arrest a base employee, as a courtesy, they will normally inform the Security Forces Squadron who will provide an escort to the employee's worksite. The Employer will exercise due diligence to protect employees from embarrassment while ensuring due process.

ARTICLE 50

FIRE DEPARTMENT SPECIAL PROVISIONS

SECTION 1: Fire Fighters going on duty will report to roll-call at 0700 willing and prepared for work with required gear. During standby time (1600-0600 hours), employees will be permitted to utilize this time for personal activities, as long as the activities do not impact mission requirements.

SECTION 2: The operating instruction on uniform allowances will be in compliance with Title 5 USC and any further agreements by the Parties. Firefighters shall wear prescribed duty uniform in accordance with applicable publications.

SECTION 3: Classroom training may be conducted between the hours of 0700 and 1600, except when mission requirements dictate otherwise. Activities not dealing with firefighting, rescue, training, or other related duties, will be minimized during inclement weather for safety and health reasons. Training will be minimized during standby time with the exception of Exercise and Evaluation Team (EET) exercises and make-up training.

SECTION 4: The physical fitness program shall be administered in a fair and equitable manner for all employees. The Employer agrees to provide down gear based on availability of funds. During standby time all fire fighters will wear appropriate attire or the issued down gear. Participation as outlined in the fire fighters physical fitness program shall be mandatory.

SECTION 5: Duties outside the normal (8) work hours (0700-1600) shall be kept to a minimum, except when mission requirements dictate otherwise. Sunday, and holidays will be considered down days/standby time. Employees on each shift will have mid-day lunch period from 1100 to 1230 hours. Variations from the established time for lunch may be made to suit work load/response requirements.

SECTION 6: All certifications will be in accordance with the DOD Fire and Emergency Services Certification Program (DODI 6055.6-M). All fire fighters must maintain all recurring certifications.

ARTICLE 51

DURATION AND CHANGES

SECTION 1: This Agreement as executed by the Parties shall remain in full force and effect for a period of three years from the date of its approval by the Department of Defense, Civilian Personnel Management Service (CPMS), or 30 calendar days following the date of submission of this Agreement to CPMS, whichever comes first.

a. Either party desiring to re-negotiate this Agreement must give the other Party written notice not less than 90 calendar days but not more than 120 calendar days prior to the next expiration date. In the event notice is given, the parties will meet to develop ground rules within 30 calendar days unless otherwise mutually agreed. If negotiations are not completed by the expiration date, the Agreement will automatically extend until a new agreement is mutually agreed upon and approved.

b. Unless either Party initiates re-negotiation, this agreement will automatically renew for an additional duration period of one (1) year; the next expiration date will be on the anniversary of the original expiration date. There is no limit to the number of automatic renewals, as long as neither Party requests re-negotiation.

SECTION 2: This Agreement, except for its duration period specified in Section 1 of this Article, is subject to opening only as follows:

a. Either Party may open it for supplementation at any time after it has been in force and effect for at least 18 months. Requests for such supplementation by either party must be in writing and must include a summary of the proposed supplement.

b. Such supplements will be duly executed by the Parties and become effective upon approval by CPMS or 30 calendar days following the date of submission to CPMS, whichever comes first.

SECTION 3: No Agreement, alteration, understanding, variation, waiver or modification of any terms of this Agreement will be made with the Employer by any employee or group of employees. In no case will any of these changes be binding upon the Parties unless an agreement is made and executed in writing between the Parties.

SECTION 4: The waiver or breach of any condition of this Agreement by either Party will not constitute a precedent in the future enforcement of all the terms and conditions herein.

SECTION 5: Should any part or provision of this Agreement be rendered or declared invalid or illegal by reason of any existing or subsequent law, regulation, or rule, the invalidation of such part of provision shall not invalidate the remaining parts or provisions which shall remain in effect.

Signed on this 11th day of March 2011

FOR THE EMPLOYER

FOR THE UNION

Commander, 47th Flying Training Wing

President, AFGE Local 1749

MANAGEMENT NEGOTIATORS

UNION NEGOTIATORS

Approved by the Department of Defense on 29 July 2011.