

MEMORANDUM OF AGREEMENT
BETWEEN MOODY AIR FORCE BASE, GEORGIA
AND LOCAL 310
INTERNATIONAL BROTHERHOOD OF FIREMEN AND OILERS
JULY 1998

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PREAMBLE

Pursuant to and in accordance with the policy set forth in Title VII of the Civil Service Reform Act of 1978 (Public Law 95-454), the following articles constitute an agreement by and between Moody Air Force Base, Georgia, hereinafter referred to as the Employer and Local 310, International Brotherhood of Firemen and Oilers, AFL-CIO, hereinafter referred to as the Union.

Now, therefore, the parties agree as follows:

ARTICLE 1

EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT

Section 1. The Employer hereby recognizes that the Union is the exclusive representative of all employees in the Unit as defined in Section 2 below and the Union hereby recognizes the responsibility of representing the interests of all such employees without discrimination and without regard to employee organization membership.

Section 2. The Unit to which this Agreement applies is composed of all non-supervisory Wage Grade employees including Wage Leaders assigned to and employed by Moody Air Force Base, Georgia. Excluded from this Unit are all Wage Supervisors, Foremen and above.

Section 3. The provisions of this Agreement shall be binding on the parties for any new major operations directed by the Employer to the extent such operations affect employees within the Unit.

ARTICLE 2

PROVISIONS OF LAW AND REGULATIONS

Section 1. In the administration of all matters covered by this Agreement, it is agreed by the Union and the Employer that nothing in this Agreement shall be interpreted or construed as to conflict with the provisions of any existing or future laws and regulations including policies set forth in the Federal Personnel Manual; with published agency policies and regulations in existence at the time the Agreement was approved; and with subsequently published agency policies and regulations required by law, or by the regulations of appropriate authorities; or authorized by the terms of a controlling agreement at a higher agency level. It is agreed and understood by the parties that this Agreement will supersede any prior or existing Base practice, policy, or instruction that is within the discretion and authority of the Employer, which conflicts with the provisions herein. The provisions of this section apply to all supplemental, implementing, subsidiary, or informal agreements between the Union and the Employer.

ARTICLE 3

RIGHTS OF EMPLOYER

Section 1. It is agreed that the rights, functions, and authority to manage activity operations are vested in the Employer. The provisions of this article apply to all supplemental, implementing, subsidiary, or informal agreements between the Union and the Employer. The Employer retains the right in accordance with applicable laws and regulations:

- (a) To determine the mission, budget, organization, number of employees, and internal security practices of the agency;
- (b) To hire, assign, direct, lay-off, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
- (c) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
- (d) With respect to filling positions, to make selections for appointments from
 - (1) Among properly ranked and certified candidates for promotion; or
 - (2) Any other appropriate source; and
- (e) To take whatever actions may be necessary to carry out the mission of the Air Force in situations of emergency. Should an emergency arise, as soon as possible, the Employer shall discuss the nature of the emergency with the appropriate representatives of the Union, consistent with security and legal requirements. In making rules and regulations relating to personnel policies, practices, procedures, and matters of working conditions, the Employer shall be governed by the obligations imposed by this Agreement, the Civil Service Reform Act of 1978, and all other existing rules and regulations issued by Major Command Headquarters, Headquarters United States Air Force and the United States Office of Personnel Management.

Nothing in this article shall be construed or interpreted as to conflict with or relieve the Employer from complying with the provisions contained in other sections of this Agreement.

(f) Employees in the Unit will not be canvassed with regard to any matter subject to negotiations or consultations unless such employees have been duly authorized by the Union to act as spokesman with regard to such discussion. This shall not preclude management's right to hold private, informal discussions with individual employees of the Unit.

ARTICLE 4

RIGHTS OF THE UNION

Section 1. The Union, as representative of the employees of the Unit, shall have the right and responsibility to present its views to the Employer on appropriate matters of concern, either orally or in writing, and, if either party so requests, the Employer and the Union agree to meet promptly in an effort to resolve the matter which created the concern. It is further understood that with respect to personnel policies and practices affecting working conditions, the Employer

will solicit and consider the views of the Union so far as may be appropriate under applicable laws and regulations and will consult with the Union at their request concerning policies set forth in the Federal Personnel Manual, published agency policies and regulations, a national or other controlling agreement at a higher level in the Agency and Title VII of the Civil Service Reform Act.

Section 2. Management will discuss with representatives of the Union any preliminary decisions reached as a result of discussions with individual employees which may affect the Unit as a whole. Final decision will not be made until this obligation has been discharged and any such decision shall not conflict with the existing Agreement. It is recognized that informal discussions between an employee and a supervisor, which are of a personal nature or concern problems personal to the employee, do not normally fall into this category.

Section 3. The Employer will make a summary record of consultations between the parties when mutually agreed upon in advance. The position of each party will be stated in the summary, and a copy will be furnished the Union, if requested.

Section 4. Disputes or complaints over the interpretation or application of this Agreement may be presented by either party, and be discussed in detail to attempt a solution. Normally, any dispute or complaint will be presented within 15 calendar days following the circumstance giving rise to the issue. Disputes or complaints not resolved may be processed in accordance with Negotiated Grievance Procedures in this Agreement.

ARTICLE 5

RIGHTS OF EMPLOYEES

Section 1. The Air Force recognizes:

(a) The right of the employees to organize and express their views collectively or refrain from such activity.

(b) That participation of employees in formulation and implementation of personnel policies affecting them, contributes to effective conduct of Air Force business.

(c) That the efficient administration of the Air Force and the well-being of its employees require that an orderly and constructive relationship be maintained between the Union and Management officials.

(d) That effective Employee-Management cooperation in Public Service requires a clear statement of the respective rights and obligations of the Union and the Employer.

(e) The Union and the Employer as parties to this Agreement recognize that Federal employees have and shall be protected in the exercise, of the right, freely, and without fear of penalty or reprisal to form, join, and assist any employee organization, or to refrain from such activity.

(f) In addition, this Agreement does not preclude any employee regardless of employee organization membership, from bringing matters of personal concern to the attention of

appropriate officials in accordance with applicable law, rule, regulation, or Air Force policy, or from choosing his/her own representative in an agency grievance or appeal hearing procedure.

Section 2. Any employee covered by the provisions of this Agreement retains all rights, privileges and benefits of this Agreement during details or assignment to another activity under the jurisdiction of the Employer. However, employees will be expected to conform to the rules and regulations governing hours of work, safety, security, or other non-negotiable regulations in effect at said activity.

Section 3. The parties agree that the provisions of this Agreement shall be applied fairly and equitably in accordance with the intent of each Section of this Agreement to the employees of the Unit.

Section 4. Each new employee in the Unit will be informed of the Union's exclusive recognition by the immediate supervisor. He/She will be informed of the name of the Steward serving his/her organization and where he/she may be located. Further, the employee will be allowed to communicate with his/her Steward during regular working hours to obtain advice on matters covered by this Agreement. When such contact is desired, the employee will request permission from his/her supervisor. The supervisor will normally grant permission unless pressing work commitments dictate otherwise. If granted, the supervisor will contact the supervisor over the appropriate Steward. Normally the supervisor over the Steward will permit the Steward to absent himself/herself from his/her work station for a reasonable time which the supervisor considers necessary to talk to the employee. The employee's supervisor may use his/her own discretion as to whether to allow the employee to go to the Steward's work area, or ask the Steward to come to the employee's workstation. Both the employee and the Steward will report back to their respective supervisors on returning to work.

Section 5. Nothing in the Agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to voluntary, written authorization by a member for the payment of dues through payroll deductions. This section will apply to all supplemental, implementing subsidiary, or informal agreements between the agency and the organization.

ARTICLE 6

PROCEDURES AND MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATION

Section 1. It is agreed and understood that matters appropriate for consultation and/or negotiation between the Employer and the Union Executive Committee are policies, programs, procedures and practices relating to working conditions, including, but not limited to, such matters as safety, training, labor-management cooperation, employee services, complaints, methods of adjusting grievances, granting of leave, promotion plans, demotion practices, pay practices, reduction-in-force practices and hours of work. It is further agreed that these matters

relate to policy determinations within the discretion of the Commander in the above areas and not day-to-day operations.

Section 2. It is recognized that this Agreement is not all inclusive and the fact that certain working conditions have not been specifically covered in the Agreement does not lessen the responsibility of either party to meet with the other for discussion and exchange of views in an effort to find mutually satisfactory solutions to matters not covered by this Agreement, so long as they fall within the jurisdiction of the Commander, and are appropriate matters for consultations or negotiations.

Section 3. For purpose of this Agreement, consultation is defined as mutual discussion of personnel policies and practices and matters affecting working conditions including appropriate arrangements for employees adversely affected by the impact of realignment of work forces or technological change. All matters to be discussed must be within the scope of existing or future laws, regulations of the Office of Personnel Management or of higher authorities, published policies and regulations of the Air Force in existence at the time this Agreement is approved, future Agency policies and regulations if required by law, Office of Personnel Management regulations, or Title VII of the Civil Service Reform Act ' It is further agreed that in the absence of compelling circumstances to the contrary, such consultation shall occur before action is initiated to implement changes in policies, programs, practices, and procedures concerning working conditions which are covered by written directives.

Section 4. Either party desiring or having a requirement to consult with the other shall give advance notice in writing, including a brief statement of the subject matter to be discussed, and the problem, if any, which generated the cause for discussion. Such notice will be addressed to the official contact of the party. It is understood that complaints of the parties pertaining to the application or interpretation of this Agreement which cannot be resolved through the process of consultation and discussion shall be resolved in accordance with the procedures set forth in Article 25 of this Agreement.

Section 5. When contact is required by the Union President or his designated representative with Management on matters within the scope of this Article, the point of contact is the Civilian Personnel Officer or his designee. When contact is required by Management with the Union, the point of contact is the Union President or his designee.

ARTICLE 7

UNION REPRESENTATION

Section 1. The Employer agrees to recognize the officers of the Union and all stewards duly designated by the Union. The number of stewards shall be the number reasonably required in order to assure that each employee in the bargaining Unit shall have ready access to a steward or Chief Steward. The total number of stewards including Chief Stewards shall not exceed fifteen (15).

Section 2. The Union agrees to furnish the Employer in writing and shall maintain with the Employer on a current basis, a complete list of all Union Chief Stewards and stewards, including those areas within the Unit indicating the availability of each steward. In this regard it is agreed and understood that the Chief Stewards shall not be restricted to specific areas within the Unit. It is further agreed that the number of Chief Stewards shall not exceed three (3). Further, the assignment of Union Stewards to specific areas within the Unit shall not preclude the right of an employee to choose his/her own representative including any Chief Steward or steward irrespective of the area to which they may be assigned, when presenting a grievance or an appeal in writing, in accordance with the negotiated grievance procedure.

Section 3. When a Union representative desires to leave his/her work area during working hours to engage in activities authorized by this Agreement, he/she shall first obtain oral permission from his/her supervisor. The supervisor will allow reasonable time from the job which he/she determines necessary based on the circumstances in each case. The steward will inform his/her supervisor of the general nature of the business to be conducted. He/She will not be required to give details or elaborate on the specific items. Upon entering a shop or work area other than his/her own, the Union representative will first advise the appropriate supervisor of his/her presence and the name of the employee to be contacted. The supervisors involved will grant permission promptly in these instances unless compelling work commitments dictate otherwise. If permission is denied in accordance with the provisions of this section, the supervisor will inform the Union representative of the reason for the denial and of when the Union representative can reasonably expect to leave his/her work area or contact an employee in another area. The Union representative shall notify his/her supervisor upon his/her return to his/her work assignment.

Section 4. The Employer recognizes that commensurate with this Agreement, Union representatives are entitled to act in the best interest of and represent the employee in the Unit, and to engage in those activities authorized by this Agreement. The Employer further pledges that no representative shall be coerced, intimidated or discriminated against because of his/her participation in activities authorized by this Agreement. In this connection it is the intent of the parties that any matter subject to the provisions of this Agreement shall be fully discussed with the view in mind of effecting an equitable resolution. Further, the parties agree that discussion will be conducted in an atmosphere free from hostility and personal attack. It is further agreed that no Union representative shall be denied any right or privilege otherwise entitled to because of his/her serving as a Union representative.

Section 5. The Employer agrees that, in accordance with the provisions of Title VII of the Civil Service Reform Act, when consultation between the Employer and employee(s) and/or employee(s) representative is subject to a decision being rendered by the Employer on personnel policies or other matters over which the Union has an authorized interest and to which the Employer is obligated to consult or negotiate with the Union, the Employer will not make such a final decision until the obligation to consult has been discharged and such decision will not conflict with any of the provisions to this Agreement.

Section 6. The Employer agrees that in the event compelling workload requirements make it necessary for a Union representative to be moved from one work shift or area to another, the Union representative's supervisor will notify said representative at least seven (7) days in advance of the effective date, except when the Employer determines that it would be seriously handicapped in carrying out its functions or that costs would be substantially increased.

Section 7. The Employer, upon request, will make passes available to officers of the Union and other duly designated representatives of the Union who are not active members of Moody Air Force Base, in accordance with security regulations, to visit the activity for the purpose authorized in Air Force and Office of Personnel Management directives. Passes will include bringing their cars on the base and parking in authorized visitor parking areas. This Privilege is premised on the visitor obeying base regulations and acting within the concepts of Title VII of the Civil Service Reform Act.

Section 8. Management will allow reasonable time to representatives of the Union to prepare an agenda for a scheduled meeting with base officials. Business agents or other non-employee representatives may participate, by prior agreement with Management, in the latter type meetings and subsequent conferences to discuss appropriate items on the agenda. The Union representative will call Management's designated representative and advise the number of persons involved and how much time is needed. Management will normally approve the request unless it considers the amount of time requested excessive.

Section 9. Management agrees to provide office space to the Union for the purpose of conducting authorized Union business pertaining to Moody Air Force Base, providing application is made by the Union and approved by the Department of the Air Force.

Section 10. A space approximately 20 inches wide by 24 inches high, or one-half of the bulletin board whichever is the smaller space, will be provided the Union for posting of appropriate notices on unofficial bulletin boards used by Air Force employees in the Unit, provided advance approval of the literature is obtained from the official designated by the Commander to approve Union literature. The Union will be allowed to mount bulletin boards which it secures at its own expense in locations approved by the Employer. These bulletin boards must not exceed two feet by three feet in size and must conform in construction and color to those in use in the area where mounted.

Section 11. When formal meetings are held between representatives of the Union and representatives of the Employer, Deputy Commander or above, a mutual agreement shall be reached as to whether or not formal minutes are to be prepared. When agreed upon by both parties, the Employer will arrange for the preparation of such minutes and a copy will be furnished to the representatives of the Union. If the Union disagrees with any part of the minutes, it may add an addendum to the minutes giving its opinion as to the correct content.

Section 12. The Employer will publish in the Moody Air Force Base newspaper, on a space available basis, appropriate Union news items of general interest which meet the criteria in applicable regulations.

ARTICLE 8

BASIC WORK WEEK AND HOURS OF WORK

Section 1. Except as hereinafter provided, the basic work week for the Unit consists of five (5) eight (8) hour days. The daily hours are established by the Commander and are subject to change as determined by the Commander. The Employer agrees to advise the Union prior to making any changes to the basic work week and to consider the Union's recommendations, if any, prior to making a change.

Section 2. It is agreed that work weeks of other than Monday through Friday (uncommon tours) and shift hours other than the current authorized basic work week will be established by the Commander or his designated representative only as determined necessary by the Employer to meet the needs of the activity and/or to operate efficiently with the least cost to the government. In assigning employees to uncommon tours, supervisors will take into consideration the requests of employees who volunteer for specific shifts; rotation of employees through undesirable shifts; keeping the number of employees on undesirable shifts to the minimum he/she determines necessary to accomplish the work; and requests from employees to be excused from shifts for legitimate justifiable reasons. It is further agreed that in selecting employees for uncommon tours, volunteers shall be utilized first, provided they are qualified as determined by the Employer to perform the work required on the uncommon tour. Involuntary assignment of employees to uncommon tours shall be made fair and equitable on a rotational basis on the least amount of seniority of employees within the Unit in accordance with the employees' current Service Computation Date. The Employer further agrees that the number of employees assigned to uncommon tours will be held to the minimum amount necessary.

Section 3. An employee's basic workweek will not be changed without notice of at least seven (7) calendar days, before the first administrative workweek effected by the change. When circumstances beyond the control of the supervisor preclude this, he/she will make every effort to give as much advance notice as conditions will permit. It is agreed that deviation in this regard will not be utilized to avoid the assignment of overtime work for the sole purpose of depriving an employee of overtime pay for punitive reasons.

Section 4. When, in accordance with applicable regulations, the Employer finds it necessary to issue administrative orders relieving employees from duty without charge to leave because of major breakdown of equipment, extreme weather conditions, or other emergency acts of God situations where advance notice cannot be given, all employees in the organization affected whose services are not essential will be released from work.

Section 5. When appointing employees in the Unit to a night shift, the Employer agrees to select those employees whom the Employer finds fully capable to perform the work and who have volunteered for such shifts before considering employees who have not volunteered for such shifts. When volunteers are selected for night shifts and they request an indefinite tour on said

shift, the Employer agrees that before changing an employee from such a shift to give every consideration to an employee's request to remain on the shift.

Involuntary assignments to the night shift of employees whom the Employer finds to be fully capable to perform the work shall be done on a rotational basis within the organization where the work exists, starting with the junior employee in the organization affected in accordance with the employee's Service Computation Date. It is agreed that night shift tours for all involuntary employees in the Unit shall not exceed two (2) pay periods except as follows:

- (a) Where the employee is hired specifically for the night shift
- (b) Where the entire organization works the night shift and it is the only shift used
- (c) When the character of the work dictates the assignment of specific employees possessing special skills or training

Except for employees specifically hired for the night shift, the exceptions set forth herein shall terminate upon completion of the specific work assignments as required.

Records will be maintained by the supervisor for each current calendar year of all assignments to night shift work in order to assure compliance. These records will then be retained by the appropriate records custodian for one additional year before being destroyed. In case of alleged inequities, these records will be made available to the Union upon request.

Section 6. The Employer agrees to grant to all employees in the Unit one (1) fifteen (15) minute rest period during the employee's first four (4) continuous hours of work on his regular shift and a fifteen (15) minute rest period during the second four (4) continuous hours of work on his regular shift. It is recognized by the parties that emergency demands requiring continuity of the work or duty being performed may preclude a rest period. In this connection the Employer agrees to reschedule the rest period, if time permits, during the remainder of the same four (4) hour period, but not later than one-half hour before a lunch period nor one-half hour immediately prior to the end of the shift.

As determined by the supervisor, immediately prior to lunch, five (5) minutes, and immediately prior to the end of the shift, a minimum of five (5) minutes, but no more than fifteen (15) minutes time as needed by the work assignment shall be allowed to employees for the purpose of personal clean-up and storage of personal and government owned tools. Further, no employee will be required to remain after his/her shift ends for the purpose of cleaning up his/her designated work area, or to stow tools and equipment, unless he/she is compensated.

The above policy is not intended to apply to work in such areas as the commissary meat cutting room or kitchen areas where maintaining constant cleanliness and sanitation is a part of the work requirement and the continuous cleaning of tools and equipment is required.

Section 7. It is understood that each employee is expected to be at his/her check-in-station, ready for work, at the scheduled time of his/her shift. It is further agreed and understood that employees who are required to perform work, duty or accept job assignments prior to or after

their scheduled work hours shall be compensated at the existing overtime rate for all such work or duty.

ARTICLE 9

TRAINING

Section 1. A program of training shall be provided by Moody Air Force Base as required by the technical needs of the organization. The Employer agrees to consult with the Union, upon request, on matters concerning the existing training program and changes thereto.

In recognition of the mutual advantages to the Employer and the Union, the Employer agrees to consider employees when training is determined to be necessary for new job ratings and to assure a flexible work force.

Section 2. The Employer agrees that the training programs instituted at Moody Air Force Base will be in accordance with applicable regulations dealing with civilian employees.

ARTICLE 10

OVERTIME

Section 1. Overtime and shift differentials shall be paid in accordance with applicable Air Force and Office of Personnel Management rules and regulations.

Section 2. The Employer agrees, insofar as possible that overtime work will be distributed in a fair, just, and non-discriminatory manner among all employees in the Unit as far as the character of the work permits. It is agreed that employees in an occupational job rating or organization constitute the employee group within which equity will be determined. It is recognized that certain factors, i.e., taking into account the type of work to be performed, the individual skills and abilities of the employee to accomplish the tasks involved, the period of time since their prior overtime assignment, and the organizational and trade areas where the work is required, will effect the equal distribution of overtime. However, although such factors may cause imbalances in the equal distribution of overtime, nothing in this section shall be construed as alleviating the continuing intent and responsibility of the Employer to distribute overtime fairly during the life of this Agreement. Every reasonable effort will be made to notify employees no later than noon Friday of their assignment to Saturday or Sunday overtime work, unless prevented from doing so by situations or circumstances beyond the control of the supervisor assigning the overtime. (In the event the supervisor does not inform the employees by noon Friday of the overtime assignment, due to situations or circumstances beyond his/her control, then he/she shall, within three (3) days after the overtime assignment in question, explain in writing to the Union President, his/her reasons for not giving advance notice.) This requirement does not apply to overtime required by emergencies. Maximum consideration will be given to the employee requests for excusal from assigned overtime taking into consideration work requirements,

availability of other employees, and the merits of the employee's request. The Employer agrees to maintain accurate records of overtime worked and offered, and to make such records available to Union representatives, upon request, to aid in resolving specific complaints concerning overtime assignments.

Section 3. In the event an employee in the Unit is required to work overtime, he/she will not be assigned to an uncommon tour during the basic work week in order to compensate or offset the overtime hours worked.

Section 4. The Employer agrees that the provisions of Article 8, Section 6, shall apply during overtime worked by Unit employees.

Section 5. Employees who are assigned to unscheduled or emergency overtime work exceeding two (2) hours will be permitted to eat while working provided the work duties being performed are not stopped or interrupted.

Section 6. Any employee who is called back to work at a time outside of, and unconnected with, his/her scheduled hours of work within his/her regular workweek, shall receive at least two (2) hours overtime pay including any shift differential and/or additional pay to which he/she is entitled. In addition thereto, any employee called in to work on shifts outside their basic workweek shall be promptly excused upon completion of the job for which he/she was called in to perform unless he/she is needed to perform other work.

Section 7. The Employer will make reasonable efforts to have a sufficient number of vehicular gates open before the start of the work shift, during lunch periods, and at the close of the shift consistent with available military personnel for manning the gates.

Section 8. When employees are scheduled and report for overtime work and the Employer determines the employee's services cannot be utilized for the entire scheduled overtime, the affected employee, when notified during the first half of the scheduled overtime may be relieved from duty after half of the scheduled overtime is completed. In the event notification is not made during the first half of the scheduled overtime, the Employer shall make every reasonable effort to provide overtime work for the employee for the full scheduled overtime by determining if other overtime assignments are available and the employee is qualified to perform such overtime assignments.

Section 9. The Employer will make every reasonable effort to notify employees required to work overtime assignments as an extension of a regular shift at least four (4) hours before the end of the shift preceding the overtime assignment. The parties agree that occasions may arise whereby such advance notification cannot reasonably be made; in these instances management will give as much notice as circumstances permit.

Section 10. Any unit employee who is regularly required to remain at or within the confines of his/her post of duty in excess of eight (8) hours a day in a standby or an on-call status is

entitled to overtime pay only for hours of duty, exclusive of eating and sleeping time, in excess of forty (40) hours a week.

Section 11. Except as otherwise specifically authorized, the Employer shall pay any unit employee for overtime work performed at the rate of one and one-half times his/her rate of basic pay.

Section 12. An employee shall receive a night shift differential when a majority (five or more hours) of the employee's regularly scheduled nonovertime hours of work fall between 3:00 p.m. and 8:00 a.m.

Section 13. Overtime pay for an employee regularly working a shift for which the night shift differential is paid for the entire shift will be computed on the night rate, even though the hours of overtime work extended into, or fall entirely within a day shift. When the overtime work is performed on a non-workday, overtime is computed on the rate of the employee's last previous regularly scheduled shift.

Section 14.

(a) An employee regularly assigned to a night shift who is temporarily assigned to another night shift with a higher differential shall receive the higher differential when the majority of the employee's regularly scheduled non-overtime hours of work fall within the shift having the higher differential.

(b) An employee regularly assigned to a day shift is entitled to a night shift differential for any period during which he/she is temporarily assigned to work a regular shift for which a night shift differential is otherwise payable.

Section 15. Night shift differentials are included in the rates of basic pay which are used as a basis for computing overtime pay, Sunday pay and holiday pay.

Section 16. When a full-time employee has two separate tours of duty on Sunday (such as a tour of duty that begins on Saturday and ends on Sunday and another tour of duty that begins on Sunday and concludes on Monday) he/she is entitled to premium pay for Sunday work not to exceed eight (8) hours for each tour of duty.

Section 17. Premium pay for Sunday work is in addition to premium pay for holiday work, overtime pay, and night shift differentials. It is not included in the rate of basic pay used to compute the pay for overtime, holiday, and night work.

Section 18. An employee is paid for overtime work on Sunday at the same rate (i.e., time and one-half) as for overtime work performed on any other day.

Section 19. A full-time employee whose regular work schedule includes an eight (8) hour period of service, a part of which is on Sunday, is entitled to additional pay at the rate of twenty-five percent of his/her hourly rate of basic pay for each hour of work performed during that eight

(8) hour's period of service on Sunday. An employee who works more than eight (8) hours in a single tour of duty on Sunday does not receive the twenty-five percent Sunday premium for hours in excess of eight (8) hours.

Section 20. Time spent by an employee in travel status away from his/her official duty station is considered as hours of employment for overtime pay purposes only (a) when travel is performed within the days and hours of his/her regularly scheduled administrative workweek, including regular overtime work, or (b) when the travel involves the performance of actual work while traveling, is incident to travel that involves the performance of work while traveling, is carried out under arduous conditions, or results from an event which could not be scheduled or controlled administratively. This article does not apply when the mode of transportation is selected by the employee for his or her convenience.

Section 21. When emergency overtime work is to be performed, supervisors will take into consideration transportation problems of the employees assigned to perform the overtime work. When possible, assignments will be made to avoid such problems.

ARTICLE 11

FEDERAL HOLIDAYS

Section 1. All days designated by law, regulation, or Executive Order as legal holidays will normally be observed by Moody Air Force Base as holidays.

In accordance with applicable regulations:

(a) Wage Grade employees whose pay is fixed at rate daily, or hourly, who are excused from work because of the occurrence of a holiday, are entitled to the same pay for that day as for days on which an ordinary day's work is performed.

(b) Employees entitled to, and working overtime hours on a holiday, shall receive the same overtime pay plus any applicable shift differential they would receive for overtime work on a non-holiday.

(c) Employees entitled to, and working on a holiday within their basic work week, will receive pay at his/her rate of basic pay plus premium pay at a rate equal to his/her rate of basic pay for that holiday work which is not in excess of eight (8) hours or overtime work.

Section 2. Holiday pay shall be paid in accordance with the applicable regulations.

Section 3. The Employer agrees to make every reasonable effort to keep work on established holidays to a minimum. However, the Employer reserves the right to assign holiday work subject to workload requirements. The Employer agrees to advise the employee, upon request, of the reasons for requiring his/her work on a holiday. It is further agreed that when authorization for overtime has been requested and approved in advance, work on holidays shall not be utilized in lieu of the authorized overtime, unless the Employer determines that it would be

seriously handicapped in carrying out its functions or that costs would be substantially increased if it did not change work schedules to avoid the payment of overtime.

ARTICLE 12

WORKING CONDITIONS

Section 1. The Employer agrees to investigate all legitimate complaints regarding deficiencies in heating, cooling, lighting, ventilation, and washroom facilities, and to initiate such corrective measures as it finds necessary and can be accomplished within local resources taking into account all base requirements.

Section 2. The Employer will endeavor, consistent with available resources, space and funds, to provide a storage area for employees to store their tools.

Section 3. The Employer agrees to pay shift and environmental pay differentials in accordance with applicable regulations.

Section 4. Supervisors, when assigning employees to work for which additional pay is indicated, will so notify the employee. If at any time during the job assignment an employee believes that additional pay is warranted, the employee shall call the matter to the attention of his/her immediate supervisor who will make a determination and advise the employee whether or not additional pay will be allowed. Any dispute regarding additional pay not resolved by discussion between the immediate supervisor and the affected employee may be handled under the appropriate procedure.

Section 5. Both parties recognize the necessity for ensuring the job security of Unit employees and the continued maintenance of managerial and supervisory authority as essential elements of sound employee/management relations. Accordingly, Management agrees that Unit employees will normally work in accordance with the duties of their official position descriptions.

Section 6. The Employer agrees to give serious consideration to the views and recommendations of the Union in regard to policies and practices relating to assignment of work to the various duties to the maximum extent commensurate with maintenance of efficient Unit operation.

Section 7. The Employer agrees, in addition to prior consultation with Union officials, that, when a major reorganization, transfer of functions, or mission change which will lead to reduction in personnel or downgrading of positions, the employees in the Unit affected will be informed prior to any adverse action being taken.

Section 8. Each supervisor will maintain in his/her office a complete file of accurate job descriptions pertinent to the work under his/her supervision and such descriptions will be made readily accessible to employees of the Unit under his/her supervision.

Section 9. Emergency medical treatment will be provided to employees of the Unit in cases of illness or injury while on the job in a duty status.

Section 10. An employee of the Unit will be allowed to take merit promotion tests required by the Employer without charge to leave or loss of pay. Employees of the Unit called for interviews for Moody Air Force Base jobs or positions will be allowed to participate in such interviews without loss of leave or pay.

Section 11. Employees of the Unit who are required to have regularly scheduled physical examinations in connection with their jobs will be scheduled for the examination during their regular working hours to permit examination without loss of pay.

Section 12. Any employee in the Unit who contemplates and is eligible for retirement in the immediate future shall have the opportunity for retirement counseling on his/her rights and obligation under the Civil Service Retirement Act. The counseling will include a discussion of various retirement plans for which the employee may be eligible. The Unit employee shall contact his/her supervisor for permission to ask for an appointment with the Civilian Personnel Office as necessary for retirement information and counseling.

Section 13. All W-2 Withholding Forms due employees of the Unit shall be mailed to individual employees at the appropriate time and in no instance shall distribution of the forms be made to any employee during his/her regular working hours unless there are compelling reasons to the contrary.

Section 14. Both parties recognize the desirability of assigning each employee to a regular supervisor who is normally responsible for directing the employee's work, approving leave, evaluating the employee's performance, etc. It is equally recognized that all supervisory officials are responsible for carrying out the mission of the activity, and in doing so, may be required from time to time to direct the work of various employees, even when those employees are not assigned directly to them. Delegation of authority and responsibility to first line supervisors does not in any manner lessen the authority of senior levels of the Employer.

ARTICLE 13

ANNUAL AND OTHER SPECIFIC TYPES OF LEAVE

Section 1. Employees shall earn annual leave in accordance with regulations. An employee's request to take annual leave shall be granted when he/she has given his/her supervisor notice, subject to the requirements of the activity. Requests for annual leave for emergency reasons will be considered on an individual case basis. Employees are permitted to submit leave requests in duplicate if they wish to have a signed copy returned.

Section 2. Provided the workload and projected available personnel permit, annual leave for vacation will be requested as scheduled at least one (1) week in advance for 40 hours or more continuous duration by submitting an SF-71 by those employees who will have sufficient leave due and accrued for this purpose. If, as a result of a request for a different period from that scheduled, a conflict arises between employees, the employee with the earliest dated SF-71 shall have preference. On annual leave requests of less than 40 hours, employees will normally give their supervisor advance notice of at least eight (8) work hours prior to the effective date. The employee's supervisor will be required to grant or deny said request within eight (8) work hours. If the request for leave is denied, the employee will be furnished denial, in writing, upon submitting an SF-71. In the event applications for leave for the same period of time are made by two or more individuals on the same day, individual seniority computed on the basis of the leave Service Computation Date will prevail. Once an employee has made his/her selection, they will not be permitted to change it, if doing so would disturb the choice of another employee without securing the agreement of the employee affected. In the event workload requirements make rescheduling of leave necessary, the employee shall have the right to reschedule his/her vacation in accordance with the provisions outlined above.

Section 3. The Employer agrees that during any period of shutdown of activities or reduced operations during the holiday periods, every effort will be made to provide work for employees not having annual leave to their credit. If needed, advanced annual leave which will accrue during the current leave year will be granted in accordance with applicable regulations.

Section 4. The Employer agrees that employees who have accumulated leave in excess of the maximum which can be carried forward to the next leave year, shall be counseled in regard to scheduling such excess leave. If after counseling and consultation with the employee, a conflict exists in connection with the scheduling of the excess leave, the Employer may, at his/her discretion, schedule the excess leave. The Employer, when scheduling the excess leave as provided herein, shall give to the maximum extent possible due regard and consideration to the desires of the employee.

Section 5. Any employee having annual leave to his/her credit may apply in advance for leave and such leave with pay shall be approved for any work day which occurs on a religious holiday associated with the religious faith of the employee, unless the supervisor determines the granting of such leave would adversely affect the accomplishment of the work of the organization.

Section 6. The Employer agrees to grant applicable leave to eligible Unit employees for the following reasons:

(a) Military leave for Unit employees who are members of a reserve component of the Armed Forces of the United States and request a leave, will be granted time off with pay when required for the customary annual 15 calendar days of training. If an employee requests additional time to fulfill training or duty requirement, annual leave or leave without pay will be granted. Any leave without pay will not be charged against the employee's annual leave allowance. The military leave for the 15-day period will be computed on a fiscal year basis. The employee shall request applicable leave in advance of such a tour of training or duty. The Employer will grant such

requests upon presentation of competent military orders. Upon completion of such tour of training or duty, the employee is required to submit a certified copy of the completed military orders to the Civilian Pay Section.

(b) **Death in the Immediate Family.** In the event of death of an employee's spouse, child, parent, brother, or sister, the employee may immediately apply for annual leave. Annual leave, if accrued, will be approved for the time determined on the basis of facts and circumstances of the immediate family situation.

(c) **Occupational Illness or Injury.** Eligible employees of the Unit absent from work due to medically certified occupational illness or injury shall be granted accrued sick leave for the actual days absent.

(d) **Hazardous Weather Conditions.** In the event of adverse weather conditions, such as floods, snow, ice, hurricane and other natural phenomena, the Employer may grant administrative leave to eligible employees without charge to annual leave in that amount considered necessary by the Commander for the protection of life, limb and property of the employees concerned. It is understood that employees must report to work unless otherwise instructed by the Commander.

Section 7. Any eligible employee will be allowed court leave with pay and without having such time charged against annual leave. Court leave is defined as that leave which is needed by an employee who is required to serve on jury duty in Federal, State, or municipal Court for the United States or the District of Columbia. Court leave also includes leave required to appear for the purpose of qualifying for jury service, regardless of whether the employee is subsequently selected for such service. To qualify for court leave, the employee will present to the supervisor, in advance, an official summons, subpoena or official request. Upon completion of such duty, the employee will submit a properly written record of his attendance in court, showing dates and hours if possible and forward to the Moody AFB Payroll Office with the time and attendance report showing the court leave entry.

Section 8. The Employer agrees that excused absences will not be charged against an employee's annual or sick leave accruals.

ARTICLE 14

SICK LEAVE

Section 1. Employees shall be credited sick leave in accordance with applicable statutes and regulations.

Section 2. The Employer and the Union recognize the value and responsibility of each employee to conserve his sick leave to the maximum possible extent as a means of assuring continuity of income during periods of illness and incapacitation from duty. Each party agrees to emphasize the need and value for the employee to conserve his sick leave and to use it only in the event of actual physical incapacitation from duty.

Section 3. Absence claimed as sick leave shall be approved when employees are found to be incapacitated for the performance of their duties because of sickness or injury. An employee

unable to report to work due to sickness or injury shall notify his supervisor by telephone as soon as practicable, but not later than two (2) hours after the beginning of their scheduled work shift; or where impracticable to make a telephone call, notification may be made by a fellow employee, the absent employee remains responsible that the information reaches his/her supervisor. Such notifications are necessary in order for the Employer to place the employee in a paid sick leave, paid annual leave, or leave without pay status, as appropriate. Sick leave, if accrued, shall also be granted upon presentation of a properly signed SF 71, application for leave, for medical, dental, or optical examination or treatment or for securing diagnostic examination or X-ray. Sick leave for these purposes shall be requested at least one (1) day in advance, with minimum amount of leave requested. It is further agreed that supervisors have the authority and responsibility to approve or disapprove sick leave.

Section 4. Except as hereinafter provided, employees shall not be required to furnish a medical certificate to substantiate requests for sick leave unless such leave exceeds three work days continuous duration. It is agreed and understood that the Employer has the right to require that an employee furnish a medical certificate for each absence which he/she claims was due to incapacitation for duty on the following basis:

- (a) There is substantial evidence that the employee has abused sick leave privileges within the previous twelve (12) month period;
- (b) And the employee has been furnished written notice that he/she must furnish a medical certificate for each absence which he/she claims was due to illness.
- (c) At the discretion of the supervisor, an employee may be counseled and be provided an opportunity to improve their sick leave record prior to being placed on sick leave restriction.

Such written notices will not be filed in the employee's Official Personnel File.

It is further agreed that the Employer will review the sick leave record of each employee required to furnish a medical certificate for each absence which he/she claims was due to incapacitation for duty at least annually. Where such review reveals no substantial evidence that the employee has abused sick leave privileges during the review period, the employee will be notified in writing that a medical certificate will no longer be required for each absence which is claimed as due to illness for periods of three (3) days or less. The Employer agrees that, in lieu of a medical certificate, when such certifications would normally be required, the employee's signed certificate showing satisfactory evidence of incapacity may be accepted when it is unreasonable to require a medical certificate because of shortage of physicians, remoteness of locality, or because the illness does not require the service of a physician. Further, when a member of an employee's immediate family is afflicted with a contagious disease, and the presence of the employee at work would endanger others, he/she will be authorized sick leave for the required period upon presentation of satisfactory medical evidence of this necessity.

Section 5. When an employee becomes ill after commencing work he/she shall contact his/her supervisor immediately for permission to go to the base hospital or home. When the employee requests permission to go home due to illness, the supervisor may, if he/she deems it appropriate, recommend to the employee that he/she report to the base hospital for examination

prior to departing the activity. An employee granted permission to go home will be charged sick leave commencing at the time he/she leaves his/her organization. An employee sent to the base hospital and subsequently returned to work on the same day shall be in a paid duty status for time spent at the base hospital. If he/she is sent home and/or to his/her personal physician, he/she is charged sick leave commencing at the time he/she leaves his/her organization.

Section 6. When deemed necessary by an Air Force Medical Officer, an employee who becomes seriously ill or injured on the job will be transferred within the local area to his/her home, hospital, or doctor's office by a government ambulance. This will only be done with the employee's consent or the consent of a responsible member of his/her family.

Section 7. The Employer agrees to give consideration to individual requests by employees for advance sick leave in an amount not to exceed thirty (30) days in the aggregate in cases of serious illness or disability. The Employer further agrees that each such request will be decided fairly and on its own merits.

ARTICLE 15

LEAVE WITHOUT PAY

Section 1. Whenever, in the judgment of the Employer, a leave of absence is justified and warranted and workload or other considerations permit, an employee, upon request, will be granted leave without pay in accordance with applicable rules and regulations. A period of leave without pay shall not exceed one year for each application.

Section 2. The Employer agrees that when given adequate advance written notice that an employee in the Unit has been elected or appointed to a Union office or as a delegate to any Union activity requiring an extended leave of absence, the employee shall be granted annual leave and/or leave without pay whenever possible, consistent with workload requirements in accordance with regulations. Leave without pay will be granted not to exceed one (1) year. Should the application for leave of absence be disapproved, the Employer agrees to consult with the Union on the reasons therefore.

Section 3. The Employer recognizes the obligation to place an employee, returning from a leave of absence to a duty status, in a position to which he/she is entitled in accordance with applicable regulations, provided he/she returns to work no later than the end of the approved leave period.

Section 4. Employees in approved leave of absence without pay status shall accrue all rights and privileges in respect to retirement status and coverage under the group life insurance and Federal employee health benefit program in accordance with provision of existing law and regulation.

ARTICLE 16

CIVIC RESPONSIBILITIES

Section 1. 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 off is granted. In the following situations supervisors will determine the extra time off needed to exercise voting privileges as provided herein:

(a) Where, because of special circumstances such as the commuting distance to the employee's voting area being excessively far and the general rule stated above does not permit sufficient time for voting, supervisors will excuse employees for additional time as necessary, but not more than one work day.

(b) Where the employee's voting place is beyond the normal commuting distance (50 miles) and voting by absentee ballot is not permitted, supervisors will grant employee additional time off as necessary to make the trip. Time in excess of one (1) day is charged to annual leave or leave without pay.

(c) Employees voting in jurisdiction where registration in person is required are granted time off to register on substantially the same basis as for voting. However, no time off is granted without charge to leave if the employee can register on a non-workday and round trip travel reasonably can be accomplished in one (1) day.

(d) Normally, employees will request voting leave at least one (1) day prior to election day in order that the Employer can schedule the requested leave without adversely affecting any emergency productive type work in the Unit. Supervisors may grant exception to the one (1) day advance notice requirement when the work requirements of the organization permit.

Section 2. The Employer and the Union mutually agree that activity employees in the Unit will be encourage to participate in worthwhile charity drives; however, in no instances shall the Employer or the Union exercise undue pressure on any employee to contribute to a charity to which the employee does not wish to contribute. The parties hereto also agree that no rights or privileges that would otherwise be extended to any employee in the Unit will be withheld, nor will any reward be given or reprisal be made against any employee who contributes or refrains from contributing to any charity drive,

ARTICLE 17

SAFETY AND HEALTH

Section 1. The Employer shall make reasonable efforts to provide and maintain safe working conditions, and the Union will cooperate to that end and encourage the employees to work in a safe manner.

Section 2. The Union may nominate a Unit employee and alternate as members to attend the regular monthly meetings of the Squadron Ground Safety Officer's Council and quarterly meetings of the Wing Safety Council. These employees may participate in the meetings and present new matters with regard to safety and/or enter into discussion of subjects concerning other safety matters of importance. Attendance at such meetings will be in a pay status if meetings are held during the employee's normal tour of duty. The employee may also present the Union's view on subjects under discussion.

Section 3. In the course of performing their normally assigned work Union representatives and other employees should be alert to observe unsafe practices, equipment, and conditions, as well as environmental conditions in their immediate work areas which represent industrial health hazards. If an unsafe or unhealthy condition is observed, any employee has the right and duty to report it to their immediate supervisor or person in charge of the immediate area where they are working. The supervisor in charge of the area shall inspect the allegedly unsafe job or work area to insure safety of the employee(s). Should the supervisor have any doubt after inspection, he/she will obtain guidance from the Ground Safety Office or other appropriate authority.

Section 4. No employee in the Unit will be required to work in areas where the Employer, in accordance with regulations, has determined that conditions exist which create immediate hazardous work situations, unless protected by appropriate clothing, equipment, or safety devices furnished by the Employer. No employee shall be required to work in fuel tanks or aircraft fuel cells without a capable standby coworker at access to the area to insure that the access is not closed and the employee working in such spaces can have help if required. Also, no employee who is engaged in work which the Employer and the Ground Safety Officer have determined to be hazardous in accordance with regulations, shall be required to work alone or beyond the call or observation of another qualified safety observer.

Section 5. The Base Hospital Commander, in conjunction with the Civilian Personnel Officer, Ground Safety Officer, and supervisors, will conduct an Environmental Health Program for employees in the Unit. All employees working in positions identified under the program as hazardous shall be given physical examinations at intervals to insure that they can perform the duties of their positions without hazard to themselves or others and to maintain optimum health and efficiency.

Section 6. The Employer agrees to furnish authorized protective clothing and safety equipment at no expense to the employee whenever it is required by the Employer for safety or industrial health purposes. Likewise, the employees in the Unit agree to use/wear the required safety/health protective clothing and equipment as prescribed by proper authorities.

Section 7. The Employer agrees to recognize and designate all Union Stewards as Safety Monitors for the purpose of participating in safety surveys and participating in safety meetings with employees in the Unit.

Section 8. It is agreed that as the result of accident or illness, should an employee become temporarily incapacitated to perform the full range of his/her duties, as determined by the Moody

Air Force Base medical authority, the Employer will make an effort to provide an assignment within the employee's restricted abilities. Limited duty assignments will be made only when the incapacitated employee presents a reasonable medical evidence that the impairment will be corrected. Should the employee not recover, but desires to continue in employment, maximum efforts will be made to place him/her through the Employment of the Handicapped Program. He/She will also receive counseling on retirement due to physical disability.

ARTICLE 18

PROMOTIONS

Section 1. Merit promotions will be made without regard to political, religious, labor organizations affiliation or non-affiliation, marital status, race, color, sex, national origin, non-disqualifying physical handicap, or age and must be based solely on job-related criteria according to legitimate position requirement.

Section 2. When positions are filled by Merit Promotion, Unit employees will be considered in accordance with the Provisions of the base Merit Promotion Plan.

Section 3. Promotion candidates will be identified and ranked through the use of the automated Promotions and Placements Referral Subsystem (PPRS). Merit promotion announcements will only be used to identify interested candidates for Project Mainstream and formal trainee positions. When merit promotion announcement is used, final certification will be limited to those who have applied.

Section 4. Employees eligible for grade retention will be selected for positions at grades up to and including their retained grade with same pay system from which demoted according to the priorities established by governing directives. An exception to this selection policy can be granted only by the Support Group Commander or a designated representative. If an employee declines a position offer at a grade which is lower (intermediate) than the level of grade retention, further consideration under this policy is ended at and below the grade level declined.

Section 5. Employees who are entitled to pay retention, (except those in formal development, upward mobility positions, or those who accepted change to lower grade in response to solicitation for a hard-to-fill position) will be accorded priority consideration for noncompetitive re-promotion in the same pay system from which downgraded before candidates referred through the competitive process. Such an employee initially not selected, who is later referred for consideration on a competitive promotion certificate, must be selected if the position to which referred is no higher than the minimum grade from which downgraded.

The Support Group Commander or a designated representative can only grant exception to this mandatory selection policy. If a selected employee declines a position offer at a grade which is lower (intermediate) than from which downgraded, further consideration under this policy is ended at and below the grade level declined.

Section 6. Candidates for competitive promotion and competitive reassignment are listed in alphabetical order on a Civilian Merit Promotion Certificate. The Civilian Personnel Office will ascertain the availability of top ranking candidates prior to preparation of the promotion certificate. Omissions will be documented on the promotion register. Candidates eligible for priority promotion consideration must be selected when certified on a promotion certificate unless an exception is granted by the Support Group Commander or designee. These candidates will be identified as previously downgraded in the remarks section of the Merit Promotion certificate.

Section 7. The promotion certificate is delivered personally to the selecting supervisor by a Civilian Personnel Office staff member. Upon delivery the supervisor is briefed on interview Procedures. The selecting supervisor will personally return the promotion certificate to the Civilian Personnel Office showing his/her selection with copies of notices to those candidates not selected.

Section 8. The selecting supervisor must interview each certified available candidate within the commuting area except those who are unavailable for interview for a period in excess of seven (7) calendar days after the date initial contact was made with the supervisor to set up an interview.

Section 9. Decisions to make temporary promotions may be made only after careful consideration of all organizational, managerial, and personnel implications. Temporary promotions will not be used for an initial period of less than 90 days. Employees who are temporarily promoted will be informed in writing of the conditions of the temporary promotion and must decline or accept in writing.

Section 10. All Unit positions which become vacant and which have been cleared by appropriate officials for fill action will be filled as soon as possible after receipt in the Civilian Personnel Office. When such Unit positions remain unfilled/uncommitted in excess of 120 days, the Civilian Personnel Officer or his designee, will, upon request by the Union President, furnish an explanation as to what actions are being taken to fill the vacancy.

Section 11. A competitor and/or designated representative is entitled, upon inquiry, to his or her rank order and overall assessment of qualifications against the ranking criteria. A competitor who believes that his or her experience was not properly credited under the governing qualification standards, that he or she was incorrectly ranked, that the terms of the merit promotion plan were not followed, or that he or she was deprived of promotional consideration will first discuss his or her complaint with the Civilian Personnel Officer or his designee in an effort to obtain informal resolution. Formal complaints are processed under the negotiated grievance procedure.

ARTICLE 19

POSITION CLASSIFICATION, RATING AND DETAILS

Section 1. The Employer agrees to discuss with the Union any significant change to a Wage Grade classification standard which will affect the grade or qualification requirements of Wage Grade positions in the Unit.

Section 2. Any employee in the Unit who feels his/her position is improperly graded should discuss the rating first with his/her immediate supervisor. If as a result of this interview the supervisor determines the job description is no longer accurate, he/she will rewrite the position description in rough draft form and forward it to the Civilian Personnel Office with a SF 52 requesting a review of the position. If the employee is not satisfied with the information received from his/her supervisor, he/she may request an appointment with a Position Classification Specialist of the Civilian Personnel Office. The Classifier will discuss the basis of the rating with the employee and will allow him/her to read the applicable classification standards if he/she desires.

Section 3. If an employee is not satisfied with the explanation received from the Base Classifier, he/she may appeal the classification of his/her position in accordance with applicable regulations and policies. In making this appeal he/she may be represented by a person of his/her choice. If the employee desires, the Union may assist the employee in preparing his/her appeal. Employee advisors to either the employee or his/her representative shall be permitted to serve in this capacity in either an annual leave or leave without pay status.

Section 4. The Employer agrees that details may be used, but not be limited to, when necessary to alleviate a temporary shortage of personnel, when there is an emergency work situation, when a new position is being created, and when a personnel action must be taken that requires a period of time to complete. For those circumstances specifically listed above, details shall be accomplished under the following procedures:

(a) In the event there exists a need to alleviate a temporary shortage of personnel in equally comparable or lower level duties, the selection of employees, with the exception of volunteers, shall be done on a rotational basis, in a fair and equitable manner, within that area or organization that capable employees affected are regularly assigned.

(b) In the event there is an emergency work situation involving equally comparable or lower level duties, the selection for the detail shall be made from those employees that possess the capability of performing the emergency type work as required. Details of this nature shall be affected only for that period of time necessary to complete the emergency type work.

(c) In order to affect a detail for a new position being created involving higher level duties it is agreed that normally selection for details over 89 days shall be made from those eligible and available employees on an appropriate Merit Promotion Roster. It is further agreed that details will not be used to assign menial or dirty tasks or work to Unit employees which is generally recognized as undesirable as a reprisal or punishment.

Section 5. The Employer agrees that all details of more than eight (8) hours will be recorded on the AF Form 971. All details of thirty (30) days or more will be recorded on an SF 52, Request for Personnel Action. An SF 50, Notification of Personnel Action, will be prepared and a copy of the form will be given to the employee and a copy will be filed in the employee's Official Personnel Folder. Any details of less than thirty (30) days but more than eight (8) hours must be recorded by the employee on an SF 172 and forwarded to Civilian Personnel for inclusion and retention in their Official Personnel Folder.

Section 6. Upon request a representative of the Union shall be allowed to read a copy of any Wage Grade classification standard. In the event a Wage Grade classification appeal is submitted a copy of the appropriate standard will be loaned to the Union, if requested. This copy must be returned to the Civilian Personnel Office when the appeal has been settled.

Section 7.

(a) The Employer agrees that employees will normally be assigned to work appropriate to their job descriptions. When a need exists for immediate performance of higher level work, the employee will be assigned by detail to perform the duties. The supervisor will immediately review the work situation to determine the estimated duration of the need for performance of the higher level duties. If expected to exist for eighty-nine (89) days or less, the employee will normally be detailed and the supervisor will take prompt action to report the detail to the Civilian Personnel Office. If over eighty-nine (89) days, but not of permanent duration, the supervisor will take immediate action to request the position be filled by temporary promotion. Details will be recorded in accordance with Section 5 of this Article.

(b) Before distributing or rotating higher level duties among employees through use of details, the Employer shall consider accomplishing these duties through use of temporary promotions. Should the Union believe a temporary promotion is appropriate in accordance with this Section and none has been made, the Union shall have the right to file a Union grievance in accordance with Article 25 of the Agreement.

ARTICLE 20

PERSONNEL MOVEMENTS IN REDUCTION-IN-FORCE SITUATIONS AND RE-HIRING

Section 1. The Employer agrees to notify and discuss with the Union any pending reduction-in-force affecting employees in the Unit and, further, to fill existing vacancies, to the extent practicable, through placement of qualified employees who might otherwise be affected by the reduction-in-force action.

Section 2. All reduction-in-force actions will be carried out in strict compliance with applicable laws, regulations, and the provisions of this Agreement.

Section 3. Any career-status employee who is separated because of reduction-in-force action shall, consistent with regulations, be placed on the Reemployment Priority List. Information concerning his/her placement on the Reemployment Priority List will be made available to the employee at this time. Such employees shall be given preference in rehiring in accordance with the order of selection as established by applicable regulations.

Section 4. Acceptance or declination of a temporary position by an employee on the Reemployment Priority List will not affect his/her status on the list or his/her eligibility for reemployment in a permanent position.

Section 5. The Employer agrees that in those cases where an employee of the Unit has taken a demotion voluntarily in lieu of a reduction-in-force, such employee, in accordance with Merit Promotion Program, will be given consideration when a vacancy exists in his/her former position before filling said position with any other employee.

Section 6. In situations where an employee elects to take a demotion in lieu of a reduction-in-force action, the employee must be able to perform the duties of the lesser rated position. This shall not preclude the Employer from waiving qualification standards to effect an elected demotion.

ARTICLE 21

CONTRACTING OUT OF UNIT WORK

Section 1. It is recognized that the contracting out of work within Moody AFB is an area of discretion of the Employer and higher authority. When known in advance, the Employer will inform the officers of the Union concerning any contemplated contracting out of work that will adversely affect the working conditions of employees in the Unit or result in a reduction-in-force. However, in the event the contracting out of work should adversely affect employees in the Unit by the impact of realignment of work forces or technological change, the Union shall have the right to consult with the Employer appropriate arrangements for affected employees.

ARTICLE 22

PARTICIPATION IN WAGE SURVEYS

Section 1. The Employer shall notify the Union promptly when information is received that the Department of Defense had directed the start of an official wage survey.

Section 2. When data collectors are requested by the Local Area Wage Survey Committee, one-half of the data collectors are local Federal employees recommended by the committee

member representing the qualifying labor organization, and one-half Federal employees recommended by local Government Activities.

Section 3. Reasonable time off during work hours will be authorized to permit a Committee of the Union composed of not more than three (3) members to appear before the Local Wage Survey Committee for the purpose of making recommendations in behalf of the employees in the Unit. Employees selected to perform this service will request approval for their absence at least one (1) day in advance of a scheduled meeting.

ARTICLE 23

BOARDS AND COMMITTEES

Section 1. The Union shall select one (1) employee in the Unit and the Employer will appoint said employee to the locally appointed Incentive Awards Committee. The Employer further agrees, when requested by the Union, to appoint one Unit employee recommended by the Union to committees and boards dealing with civilian employee matters of interest to the Unit.

ARTICLE 24

DISCIPLINARY ACTIONS

Section 1. Disciplinary action will be initiated and effected by the Commander and his management officials in accordance with the applicable laws and regulations.

Section 2. Disciplinary actions shall be taken only for just cause, and the employee will be notified of his/her right to grieve and the procedure available for such action.

Section 3. The employer agrees that upon presentation of a written notice of disciplinary action against an employee of the Unit, said employee will be advised that upon his/her request a copy of such notice will be furnished the appropriate Chief Steward.

Section 4. Employees in the Unit shall have the right to file grievances from reprimands and suspensions of fourteen (14) days or less through the negotiated grievance procedure.

Section 5. Employees may have a Union representative present during an examination by an agency representative in connection with an investigation if (1) the employee reasonably believes the investigation may result in disciplinary action, and (2) the employee requests such representation. Bargaining Unit employees will be notified at least annually of their right to representation during investigatory examinations. In all instances where disciplinary action is taken, the employee shall be notified of his/her grievance and appeal rights through the applicable procedure.

Section 6. It is recognized that employees have an obligation to honor their valid and just debts. The Employer will not act as a collection agent for debts allegedly due by an employee to any private individual or firm unless directed by a court order or become an arbiter when the validity of such a debt is questioned.

ARTICLE 25

GRIEVANCE PROCEDURE

Section 1. This Article provides the exclusive procedure available to the parties to this Agreement and to employees of the Unit for consideration of grievances over matters of personal concern or dissatisfaction and of grievances over the interpretation and application of this Agreement. However, any employee or group of employees in the Unit may file a grievance under this procedure and have it adjusted without the intervention of the Union representative as long as the adjustment is not inconsistent with the terms of this Agreement and the Union representative has been given the opportunity to be present at the adjustment.

Section 2. A grievance is defined as a complaint:

- (a) By an employee concerning any matter relating to the employment of the employee;
- (b) By the Union concerning any matter relating to the employment of any employee;
- (c) By an employee, the Union, or Management concerning:
 - (1) The effect or interpretation or claim of breach of this Agreement, or
 - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment;
- (d) Except that the term grievance shall not include a complaint concerning:
 - (1) Any matter for which a statutory appeal exists,
 - (2) Non-selection for promotion from a group of properly ranked and certified candidates.
 - (3) Non-adoption of a suggestion or disapproval of a Sustained Superior Performance Award or other kind of discretionary Award.
 - (4) A preliminary warning or notice of an action which, if effected, would be covered by the grievance procedures or by statutory appeal.
 - (5) Actions or decisions taken under the Personnel Security Program.
 - (6) Separation actions of any Kind.
 - (7) Matters involving published agency policies and regulations which are issued by higher headquarters.
 - (8) Any claimed violation relating to prohibited political activities.
 - (9) Retirement, life insurance, or health insurance.

(10) A suspension or removal for national security reasons under Section 7532 of the Civil Service Reform Act of 1978.

(11) Any examination, certification, or appointment.

(12) The classification of any position which does not result in the reduction in grade or pay of an employee.

(13) Complaints and appeals regarding reduction in force.

Section 3. In the event that either the Union or Management determines that a grievance concerns a matter which is not a grievable issue under this Agreement, the grievance shall be deemed amended to include the issue of grievability. Management must raise any question of grievability no later than the time that written answer in Step 2 of the negotiated procedure is made. If a grievance on which the question of grievability has been raised is referred to arbitration, the issue of grievability shall be a threshold issue in the grievance.

Section 4. Employee Grievance Procedure:

Step 1. Informal.

Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis. An employee, with or without a representative, shall present his/her grievance orally to the immediate supervisor. If the grievance has not been satisfactorily resolved within fifteen (15) workdays from the time of the incident or when the grievant became aware of the incident, the employee shall then present the grievance in writing to the immediate supervisor. The written grievance must bear the signature of the grievant and contain the following information:

(a) Grievant's name, position title, grade, and organization.

(b) A clear and concise statement of the event or occurrence which caused the grievance.

(c) A brief statement of the steps taken to informally resolve the grievance.

(d) The name, address, and telephone number of the individual designated by the employee as his/her representative.

(e) The personal remedy (corrective action) that is being sought.

Within five (5) workdays after receipt of the written grievance, the immediate supervisor will furnish his/her decision in writing to the grievant. This decision must be coordinated with the second level supervisor.

Step 2. Formal.

If the matter is not settled at Step I to the satisfaction of the employee, he/she or their representative may within five (5) workdays present their formal grievance in writing to his/her Division Chief, Organizational Commander, or equivalent. The Management Official to whom the grievance is presented at this step will investigate the matter and within five (5) workdays furnish his/her written decision to the employee and/or their representative.

Step 3. Formal.

If the grievance is not settled to the satisfaction of the employee at Step 2, the employee or his/her representative may within five (5) workdays after receipt of the written decision required by Step 2, present his/her grievance to the Installation Commander, Moody Air Force Base, or written designee, who will review the grievance, consult with the Division Chief, or equivalent, and the employee's representative (if any), and render a written decision within ten (10) workdays after the grievance has been received by the Installation Commander or written designee.

Step 4. Formal.

If the grievance is not settled satisfactorily at Step 3, the Union or Management may refer the matter to arbitration.

Section 5. In the case of an identical grievance involving a group of employees, the grievance will be processed as a single grievance in the name of one employee designated by the others to act for them. All employees joining in the grievance must be identified, however, and all employees in the group must sign the grievance at the stage it is placed in writing. If the employees do not designate an individual to carry the grievance, communications will be addressed to the employee whose name first appeared in the grievance. An employee may withdraw from a group grievance, in writing, at any time before a decision is rendered. A decision rendered on a group grievance applies to all employees in the group and each is provided a copy of the decision.

Section 6. Grievances initiated by Management or the Union will be processed in accordance with the following steps:

Step 1.

The grieving party will present the grievance in writing to the other party within fifteen (15) workdays after occurrence of the action or incident being grieved. The written grievance will contain:

- (a) The specific nature of the grievance; and
- (b) The corrective action desired.

The parties will meet within five (5) workdays after receipt of the grievance to discuss it. The party filing the grievance will be furnished a decision by the other party within ten (10) workdays from the date of this meeting. Nothing herein will preclude either party from attempting to resolve the grievance informally at the appropriate level.

Step 2.

If dissatisfied with the decision, the aggrieved party may invoke binding arbitration in accordance with Article 26.

Section 7. Grievance File: When an Employee, Employer, or Union grievance is accepted under this Article, the Civilian Personnel Officer establishes a file containing all documents pertinent to the case. This file becomes the official grievance file. It should contain original documents whenever possible or true copies. It must not contain any document that is not available to the grievant. The file contains a memorandum explaining any informal resolution attempted in a grievance, signed by the official who considered the matter. This file also contains copies of all transmittals and replies thereto of proceedings. The party initiating such proceedings is responsible for providing copies of such correspondence to the other party and for assuring that it is made a part of the file.

Section 8. Allegations of Discrimination: Whenever an employee makes an allegation of discrimination in connection with a grievance, the official considering it promptly terminates the grievance and refers it to the Equal Opportunity Officer for action under AFR 40-1613. The employee and his/her representative are notified in writing of this referral. The grievance may be reopened under this Article only if, after counseling under AFR 40-1613, the employee acknowledges, in writing, that the grievance did not arise from an act of discrimination and requests further processing of his/her grievance within five (5) workdays after receipt of the final report from the Equal Employment Opportunity Counselor.

Section 9. Attendance at meetings to resolve Union or Management grievances under this Article will be limited to not more than three (3) Union representatives and not more than three (3) Management representatives initiating and receiving the grievance. It is understood and agreed that employees shall be in a duty status while participating in such grievance discussions so long as such time is within their normal work shift.

Section 10. The same identical issue will not be processed more than once under this grievance procedure unless action is not taken by either party upon resolution of the grievance.

Section 11. The time limits stated throughout this Article may be waived by the consent of both parties. All references to "days" in this Article means workdays, unless specified otherwise herein.

ARTICLE 26

ARBITRATION

Section 1. If the Union and Management fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either party within ten (10) workdays after issuance of the parties' final decision, shall be submitted to arbitration.

Section 2. Within five (5) workdays after the request for arbitration is received, the Commander, Moody Air Force Base, through the Civilian Personnel Officer, will request the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators. Within five (5) workdays of receipt of the list, the parties shall meet to select an arbitrator from the list by mutual agreement or by alternately striking names. Management shall strike the first name at the first invocation of this provision after the effective date of this Agreement. The striking sequence shall be alternated on subsequent arbitrations.

Section 3. The parties will earnestly endeavor to jointly frame the issues of the case the arbitrator is to decide including any limitations on the scope of the issue. If the parties cannot agree on the issues, each party will prepare a written statement of the issues as they see them, and the statement(s) will be provided to the arbitrator together with other material related to the grievance.

Section 4. The grievance shall be heard by the arbitrator as promptly as practicable on a date mutually agreeable to the parties. The arbitrator will confine the hearing to the specific issues in dispute and shall not in any manner change, modify, alter, delete, or add to the provisions of this Agreement. The arbitrator will submit his/her report to the Commander, Moody Air Force Base, the aggrieved employee and the Union representative, as soon as possible, but in no event later than thirty (30) calendar days following the close of the record unless both parties waive this requirement. The decision of the arbitrator is final, except that either party may file an exception to the decision as provided by the regulations of the Federal Labor Relations Authority.

Section 5. With the exception of copies of the transcript, all fees and expenses involved in the arbitration process such as the arbitration fee and expenses, cost of the court reporter, and room facilities, will be equally divided by the parties. If either party desires a copy of the transcript of the proceedings that party will bear the expense of the copy or copies they obtain for their own use.

ARTICLE 27

DURATION AND CHANGES

Section 1. This Agreement will remain in effect for a period of three (3) years from the date of approval by the DOD Field Advisory Services. It will automatically be renewed unchanged for additional three (3) year periods unless either party gives written notice to the other party of its intent to revise or terminate the Agreement in the period between ninety (90) and sixty (60) days prior to the expiration date. It is understood that this Agreement will terminate at any time it is determined that the Union is no longer entitled to exclusive recognition under Title VII of the Civil Service Reform Act. It is also understood that any supplements to this Agreement require the same approval as the basic Agreement and supplements thereto, and will terminate at the same time as the basic Agreement.

Section 2. By mutual consent of the parties, this Agreement may be opened at any time for negotiation. Also, supplements to this Agreement may be required because of changes to

applicable laws, rules, regulations, or policies issued by higher authority after the date of this Agreement. It is understood and mutually agreed that either party may reopen this Agreement for the purpose of negotiating a matter, not negotiable at the time the Agreement was negotiated, but subsequently made negotiable by Executive Order, law, or change in applicable regulations.

Section 3. Any approved supplements to this Agreement as agreed upon by the parties shall be promptly reproduced by Management and distributed to all employees within the Unit.

Section 4. Termination of this Agreement will not in and of itself terminate the recognition granted the Union.

Section 5. Management agrees to furnish 100 copies of this Agreement to the Union.

ARTICLE 28

PAYROLL ALLOTMENT FOR WITHHOLDING DUES

a. Union dues shall be deducted from the pay of all Unit employees who voluntarily authorize such deductions in accordance with the procedures established in this Article.

b. An employee may authorize an allotment from his/her pay to cover Union dues provided he/she is a member of the Union in good standing and his/her net salary, after other legal and required deductions, is regularly sufficient to cover the amount of the authorized allotment. In this connection, all other legal and required deductions have priority over deductions for Union dues. To ensure eligibility, all Standard Forms 1187, Request and Authorization for Voluntary Allotment of Compensation of Payment of Employee Organization Dues, must first be routed through the Civilian Personnel Office before being forwarded to the Civilian Payroll Section.

c. The Union agrees to:

(1) Purchase Standard Form 1187, Request and Authorization for Voluntary Allotment of Compensation of Payment of Employee Organization Dues.

(2) Distribute Standard Form 1187 to its members.

(3) Certify as to the amount of its dues.

(4) Deliver completed forms to the Payroll Office.

(5) Specify the officer designated to receive from the Payroll Office the remittance of dues withheld.

(6) Educate its members on the program for allotments for payment of dues, its voluntary nature, and the uses and availability of the required forms.

(7) Promptly notify the Payroll Office when a Union member is expelled or for any reason ceases to be a member in good standing. The notice will be in writing, signed by the President or Secretary-Treasurer of the Union, and will specify the effective date membership is terminated.

(8) Assure that allotments on the part of its members are voluntary.

(9) Fully inform its members of the conditions governing revocation of allotments and provide Standard Form 1188 to members upon request.

(10) Refund any unauthorized deductions or excess payments either to the employee or the Employer as required.

d. The Employer agrees to:

(1) Payroll deductions for labor organization dues will take effect the first pay period following the month after receipt of the properly executed dues allotment Standard Form 1187 is received in the Civilian Payroll Office.

(2) Notify the Union of the revocation of an allotment by an eligible employee by having the Payroll Office forward a copy of the revocation submitted by the employee to Local 310, IBF&O, General Delivery, Moody AFB, GA, with the Union dues deduction report.

(3) After each pay period the Accounting and Finance Officer, Moody Air Force Base, Georgia, will ensure that the amount due to the Union is deposited into the Union's bank account through Electronic Funds Transfer (EFT). In addition the Union will be provided a dues remittance report containing the following information:

(a) Identification of the base and the Union.

(b) Pay period for which dues are withheld.

(c) Names of employees and amounts deducted.

(d) Names of eligible employees from whom no deductions have been made, with reasons thereafter.

(4) Obtain a supply of Standard Form 1188 and make the form available to employees upon request. In addition, the Union will be provided a supply of Standard Form 1188 for distribution to its authorized stewards.

e. An employee may submit a revocation of his/her allotment for payment of Union dues at any time. The revocation will become effective at the beginning of the first full pay period following the first anniversary date of the employee's authorization of dues withholding. Thereafter, revocation will become effective the first full pay period on or after 1 September. A revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues (SF 1188) will be used for the purpose of revoking an allotment. However, a written request for revocation of allotment which is otherwise in order and signed by the employee will be accepted and acted upon, even though not submitted on a Standard Form 1188.

f. Allotments of all members of the Union are automatically terminated upon loss of recognition by the Union. Termination in such case will be effective at the beginning of the first full bi-weekly pay period after advice is received concerning loss of recognition. An allotment for an individual employee shall be terminated when the employee leaves the Unit as a result of any type of separation, transfer, or other personnel action (except detail); when the Agreement providing for dues withholding is suspended or terminated by an appropriate authority outside the Department of Defense; or when the employee has been suspended or expelled from the Union.

g. The Union will certify the bi-weekly dues rate on each Standard Form 1187 submitted by eligible employees. The President and the Secretary-Treasurer of the Union are authorized to certify Standard Form 1187. Changes in the amount of dues to be withheld biweekly may not be changed more frequently than once each twelve (12) months and may be accomplished by a certification of the President of the Union in letter form addressed to the Civilian Personnel Officer. When an employee is in a non-pay status for an entire pay period no withholding from future earnings will be made to cover that pay period nor will the employee deposit the amount which would have been withheld if he/she had been in a pay status during that pay period.

ARTICLE 29

CODE OF ETHICS

Section 1. The parties to this Agreement subscribe wholeheartedly to the Code of Ethics agreed to by the House of Representatives and Senate as House Concurrent Resolution 175 in the Second Session of the 85th Congress. This resolution specifies that any person in Government Service should:

Put loyalty to the highest moral principles and to country above loyalty to persons, party or Government department.

Uphold the Constitution, laws, and legal regulations of the United States and all governments therein and never be a party to their evasion.

Give a full day's labor for a full day's pay; giving to the performance of his/her duties his/her earnest effort and best thought.

Seek to find and employ more efficient and economical ways of getting tasks accomplished.

Never discriminate unfairly by the dispensing of special favors or privileges to anyone, whether for remuneration or not; and never accept, for himself/herself or his/her family, favors or benefits under circumstances which might be construed by reasonable persons as influencing the performance of his/her governmental duties.

Make no private promises of any kind binding upon the duties of office, since a Government employee has no private word which can be binding on public duty.

Engage in no business with the Government, either directly or indirectly, which is inconsistent with the conscientious performance of his/her governmental duties.

Never use any information coming to him/her confidentially in the performance of governmental duties as a means for making private profit.

Expose corruption wherever discovered.

Uphold these principles, ever conscious that public office is a public trust.

ARTICLE 30

COMMUNICATIONS

Section 1. The Union recognizes the need for communications between the Employer and those employees covered through exclusive recognition granted the Union. The Union also agrees to place the Employer on the mailing list for Union publications issued by the Union and the IFB&O National Office.

ARTICLE 31

UNION-EMPLOYER COOPERATION IN ALCOHOLISM AND DRUG ABUSE CONTROL PROGRAMS

Section 1. The Union recognizes and shares the concern of the Employer for the welfare of its employees. The Union and Employer agree in principle to the desirability of participating in a joint effort to combat alcoholism and drug abuse. The Union further agrees to publicize and encourage employee participation in such programs.

ARTICLE 32

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. Both parties agree that all eligible persons are assured equal opportunity in employment matters. Discrimination on the basis of race, religion, color, sex, age, or national origin is prohibited. The Employer recognizes the Union's responsibility for making constructive contributions to the national goal of opportunity as expressed in appropriate Executive Orders and applicable laws. The Union is encouraged to fully participate in the Moody Air Force Base's Equal Opportunity Program, and may appoint one Union official to serve on the Equal Employment Opportunity Committee established to further Equal Employment Opportunity.

In accordance with DOD/CPMIS memo dated 14 August 1998, the effective date of this agreement is 1 July 1998.

Signed this 30th day of December 1998.

FOR THE UNION

//signed//

International Representative
International Brotherhood of
Firemen and Oilers

FOR THE EMPLOYER

//signed//

Brigadier General, USAF
Commander, 347th Wing

